



BNP PARIBAS

Up to U.S.\$45,000,000,000

BNP PARIBAS

(as Issuer)

3(a)(2), 144A and Reg. S Notes and 3(a)(2), 144A and Reg. S Warrants

3(a)(2) Notes and Warrants Guaranteed by

BNP PARIBAS, NEW YORK BRANCH

The Notes (as defined below) and Warrants (as defined below and together with the Notes, the “**Securities**”) are being offered from time to time under the U.S.\$45,000,000,000 Medium-Term Note and Warrant Program (the “**Program**” which previously provided for up to U.S.\$40,000,000,000 and is currently being increased to U.S.\$45,000,000,000 of Notes) on a continuous basis in one or more series (each, a “**Series**”) by BNP Paribas, a French incorporated company (*société anonyme*) (the “**Bank**” or “**BNP Paribas**” or the “**Issuer**” and, together with its consolidated subsidiaries, the “**Group**” or “**BNP Paribas Group**”).

The 3(a)(2) Notes (as defined below) will be entitled to the benefit of an unconditional senior preferred guarantee (the “**Senior Preferred Guarantee**”), senior non preferred guarantee (the “**Senior Non Preferred Guarantee**”), or subordinated guarantee (the “**Subordinated Guarantee**”) and, together with the Senior Preferred Guarantee and Senior Non Preferred Guarantee, the “**Notes Guarantees**” and, together with the Warrant Guarantee, the “**Guarantees**”), as the case may be, of the due payment thereof issued by the Bank, acting through its New York Branch (in such capacity, the “**Guarantor**”). The 3(a)(2) Warrants (as defined below) will be entitled to the benefit of an unconditional senior preferred guarantee (the “**Warrant Guarantee**”), of the due payment thereof issued by the Bank, acting through its New York Branch in its capacity as Guarantor.

The specific terms of each Series of Notes or Warrants will be set forth in one or more additional product supplements, prospectus supplements and/or pricing supplements (each, a “**supplement**”) to this prospectus supplement and the base prospectus dated May 22, 2019 (the “**base prospectus**”). The Notes may be offered pursuant to the exemption from registration provided by Section 3(a)(2) (the “**3(a)(2) Notes**”) of the Securities Act of 1933, as amended (the “**Securities Act**”), or offered in reliance on the exemption from registration provided by Rule 144A (the “**144A Notes**”) under the Securities Act (“**Rule 144A**”) only to qualified institutional buyers (“**QIBs**”), within the meaning of Rule 144A. In addition, any such 144A Notes may, if specified in the applicable supplement, be offered outside the United States to non-U.S. persons (as such term is defined in Rule 902 under the Securities Act (a “**non-U.S. person**”) pursuant to Regulation S (the “**Regulation S Notes**”) and, together with the 3(a)(2) Notes and the 144A Notes, the “**Notes**”) under the Securities Act (“**Regulation S**”). The Warrants may be offered pursuant to the exemption from registration provided by Section 3(a)(2) (the “**3(a)(2) Warrants**”) of the Securities Act, or offered in reliance on the exemption from registration provided by Rule 144A (the “**144A Warrants**”) only to QIBs within the meaning of Rule 144A. In addition, any such 144A Warrants may, if specified in the applicable supplement, be offered outside the United States to non-U.S. persons pursuant to Regulation S (the “**Regulation S Warrants**”) and, together with the 3(a)(2) Warrants and the 144A Warrants, the “**Warrants**”). You should read this prospectus supplement, the base prospectus and the accompanying supplements, if any, carefully before you invest. The provisions of this prospectus supplement supersede those of the base prospectus in the event and to the extent of any inconsistency. All capitalized terms not defined herein shall have the meaning given to them in the base prospectus.

Investing in the Notes and in the Warrants involves certain risks. See “Risk Factors” beginning on page 6.

The 3(a)(2) Notes and the 3(a)(2) Warrants (together, the “3(a)(2) Securities”) and the Guarantees are not required to be, and have not been, registered under the Securities Act.

The 144A Notes and the 144A Warrants (together, the “144A Securities”) and Regulation S Notes and Regulation S Warrants (together, the “Regulation S Securities”) have not been, and will not be, registered under the Securities Act, or the state securities laws of any state of the United States or the securities laws of any other jurisdiction. The 144A Securities and Regulation S Securities may not be offered, sold, pledged or otherwise transferred except in a transaction exempt from, or not subject to, the registration requirements of the Securities Act. Prospective purchasers are hereby notified that the seller of the 144A Securities may be relying on the exemption from the provisions of Section 5 of the Securities Act provided by Rule 144A.

For a description of certain restrictions on transfers and resales, see “Notice to Investors” in this prospectus supplement. The Issuer has not been registered under the Investment Company Act of 1940, as amended (the “Investment Company Act”). BNP Paribas Securities Corp. (“BNPP Securities”), the Lead Dealer for the Securities offered hereby and a wholly owned subsidiary of the Bank and an affiliate of the BNP Paribas, New York Branch (the “Branch”) and the Issuer, is a member of the Financial Industry Regulatory Authority, Inc. (“FINRA”). Accordingly, any offering of the 3(a)(2) Securities by BNPP Securities will be conducted in accordance with the applicable provisions of Rule FINRA 5121 governing conflicts of interest. See “Plan of Distribution of Notes” and “Plan of Distribution of Warrants.”

Neither the Securities and Exchange Commission (the “SEC”) nor any state securities commission has approved or disapproved of the Securities or determined that this prospectus supplement is truthful or complete. Any representation to the contrary is a criminal offense. Under no circumstances shall this prospectus supplement constitute an offer to sell or a solicitation of an offer to buy, nor shall there be any sale of these Securities, in any jurisdiction in which such offer, solicitation or sale would be unlawful prior to qualification under the securities laws of any such jurisdiction.

The Securities constitute unconditional liabilities of the Issuer and the Guarantees constitute unconditional obligations of the Guarantor. None of the Securities or the Guarantees are insured or guaranteed by the Federal Deposit Insurance Corporation (the “FDIC”) or any other governmental agency or instrumentality.

BNP PARIBAS

ANZ Securities
BMO Capital Markets
Commonwealth Bank of Australia
ING
Morgan Stanley
Nycredit
Scotiabank
TD Securities

Banca IMI
BofA Securities
Goldman Sachs & Co. LLC
J.P. Morgan
MUFG
Rabo Securities
SMBC Nikko
UniCredit Capital Markets

Barclays
CIBC Capital Markets
HSBC
Lloyds Securities
National Australia Bank
RBC Capital Markets
Standard Chartered Bank
Wells Fargo Securities

BBVA
Citigroup
ICBC Standard Bank
Mizuho Securities
Nordea
Santander
Swedbank
Westpac

(continued from front cover)

Certain persons participating in any Securities offering may engage in transactions that stabilize, maintain or otherwise affect the price of the Securities, including stabilizing and syndicate covering transactions. For a description of these activities, see “Plan of Distribution of Notes” and “Plan of Distribution of Warrants.”

The Issuer expects that the Dealers (as defined herein) for any offering will include one or more of its broker-dealer or other affiliates, including BNPP Securities. These broker-dealer or other affiliates also expect to offer and sell previously issued Securities as part of their business and may act as a principal or agent in such transactions, although a secondary market for the Securities cannot be assured. The Issuer or any of its broker-dealer or other affiliates may use this prospectus supplement, the base prospectus and any accompanying supplements in connection with any of these activities, including for market-making transactions involving the Securities after their initial sale.

The price and amount of Securities to be issued under the Program will be determined by the Issuer and each relevant Dealer at the time of issue in accordance with prevailing market conditions.

It is not possible to predict whether the Securities will trade in a secondary market or, if they do, whether such market will be maintained or will be liquid or illiquid. BNPP Securities or another Dealer, as applicable, or one or more of its or their affiliates, reserves the right to enter, from time to time and at any time, into agreements with one or more holders of Securities to provide a market for the Securities but neither BNPP Securities, any other Dealer or its or their affiliates are obligated to do so or to make any market for the Securities.

After a distribution of a Series of Securities is completed, because of certain regulatory restrictions arising from its affiliation with the Issuer, BNPP Securities may not be able to make a market in such Series of Securities or, except on a limited, unsolicited basis, effect any transactions for the account of any customer in such Series of Securities. Other broker-dealers unaffiliated with the Issuer will not be subject to such prohibitions.

*Unless otherwise specified in the accompanying supplement, each Security will be represented initially by a global security (a “**Book-Entry Note**”) registered in the name of a nominee of The Depository Trust Company (together with any successor, “**DTC**”). The global securities may take the form of beneficial interests under one or more global notes, master notes, global warrants or master warrants, as described in the Fiscal and Paying Agency Agreement. Beneficial interests in any Book-Entry Securities represented by a global security will be shown on, and transfers thereof will be effected only through, records maintained by DTC and its participants. Book-Entry Securities will not be issuable in definitive form, except under the circumstances described under the section “**Book-Entry Procedures and Settlement**” in the base prospectus and in any applicable supplements.*

Securities may be listed on any stock exchange as may be agreed between the Issuer and the relevant Dealers in respect of each issue. The Issuer may also issue unlisted Securities.

The contents of this prospectus supplement, the base prospectus and any accompanying supplements should not be construed as investment, legal or tax advice. This prospectus supplement, the base prospectus and any accompanying supplements, as well as the nature of an investment in any Securities, should be reviewed by each prospective investor with such prospective investor’s investment advisor, legal counsel and tax advisor.

*The Securities are subject to restrictions on transferability and resale and may not be transferred or resold except in a transaction exempt from, or not subject to, the registration requirements of the Securities Act. Each transferee or purchaser of Securities will be deemed to have made certain acknowledgments, representations and agreements relating to such restrictions on transfer and resale as more fully described in the section “**Notice to Investors**” in this prospectus supplement.*

Any reproduction or distribution of this prospectus supplement, the base prospectus and any accompanying supplements, in whole or in part, or any disclosure of their contents or use of any of their information for purposes other than evaluating a purchase of the Securities is prohibited without the express written consent of the Issuer.

We are responsible for the information contained and incorporated by reference in this prospectus supplement, the base prospectus and any accompanying supplements. We have not authorized anyone to give you

any other information and we take no responsibility for any other information that others may give you. This prospectus supplement, the base prospectus and any accompanying supplements do not constitute an offer to sell, or the solicitation of an offer to buy, any of the Securities offered hereby by anyone in any jurisdiction in which such offer or solicitation is not authorized or in which the person making such offer or solicitation is not qualified to do so, or to any person to whom it is unlawful to make such offer or solicitation. The delivery of this prospectus supplement, the base prospectus and any accompanying supplements at any time does not imply that the information herein is correct as of any time subsequent to its date.

*This prospectus supplement and the base prospectus have been prepared on the basis that, except to the extent sub-paragraph (ii) below may apply, any offer of Securities in any member state of the European Economic Area or the United Kingdom (each, a “**Relevant State**”) will be made pursuant to an exemption under the Prospectus Regulation from the requirement to publish a prospectus for offers of Securities. Accordingly any person making or intending to make an offer in that Relevant State of Securities which are the subject of an offering contemplated in this prospectus supplement and the base prospectus as completed by the applicable supplement in relation to the offer of those Securities may only do so (i) in circumstances in which no obligation arises for the Issuer or any Dealer to publish a prospectus pursuant to Article 3 of the Prospectus Regulation or supplement a prospectus pursuant to Article 23 of the Prospectus Regulation, in each case, in relation to such offer, or (ii) if a prospectus for such offer has been approved by the competent authority in that Relevant State or, where appropriate, approved in another Relevant State and notified to the competent authority in that Relevant State and (in either case) published, all in accordance with the Prospectus Regulation, provided that any such prospectus has subsequently been completed by the applicable supplement which specifies that offers may be made other than pursuant to Article 1(4) of the Prospectus Regulation in that Relevant State and such offer is made in the period beginning and ending on the dates specified for such purpose in such prospectus, as applicable, and the Issuer has consented in writing to its use for the purpose of such offer. Except to the extent sub-paragraph (ii) above may apply, neither the Issuer nor any Dealer have authorized, nor do they authorize, the making of any offer of Securities in circumstances in which an obligation arises for the Issuer or any Dealer to publish or supplement a prospectus for such offer.*

With respect to any offer of Securities made pursuant to sub-paragraph (ii) above, this prospectus supplement and the base prospectus are advertisements for the purposes of the Prospectus Regulation. Any prospectus prepared pursuant to the Prospectus Regulation will be published and, when published, can be obtained upon written request mailed to BNP Paribas, New York Branch, 787 Seventh Avenue, New York, New York 10019.

*For the purposes of this provision, the expression “**Prospectus Regulation**” means Regulation (EU) 2017/1129 of June 14, 2017 (as amended from time to time).*

MiFID II product governance / target market

*The applicable supplement in respect of any Series of Securities will include a legend entitled “MiFID II Product Governance” which will outline the target market assessment in respect of the Securities of any such Series and which channels for distribution of the Securities are appropriate. Any person subsequently offering, selling or recommending the Securities (a “**distributor**”) 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 Securities (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 Product Governance rules under EU Delegated Directive 2017/593 (the “**MiFID Product Governance Rules**”), any Dealer subscribing for any Securities is a manufacturer in respect of such Securities, but, unless specified otherwise in a supplement, neither the Lead Dealer nor the Dealers nor any of their respective affiliates will be a manufacturer for the purpose of the MiFID Product Governance Rules.*

PROHIBITION OF SALES TO EEA OR UK RETAIL INVESTORS

*The Securities 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**”) or in the United Kingdom. For these purposes, a retail investor means a person who is one (or more) of: (i) a retail client as*

defined in point (11) of Article 4(1) of Directive 2014/65/EU (as amended, “**MiFID II**”); (ii) a customer within the meaning of Directive (EU) 2016/97 (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 the Prospectus Regulation.

Consequently, no key information document required by Regulation (EU) 1286/2014 (as amended, the “**PRIIPs Regulation**”) for offering or selling the Securities or otherwise making them available to retail investors in the EEA or in the United Kingdom has been prepared and therefore offering or selling the Securities or otherwise making them available to any retail investor in the EEA or in the United Kingdom may be unlawful under the PRIIPs Regulation.

SINGAPORE SFA PRODUCT CLASSIFICATION

In connection with Section 309B of the Securities and Futures Act (Chapter 289) 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” (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). This prospectus supplement does not constitute an offer of, or an invitation by or on behalf of the Issuer or the Dealers or the Arranger to subscribe for, or purchase, any Notes.

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NOTICE TO INVESTORS

Because of the following restrictions on 144A Securities and Regulation S Securities, purchasers are advised to read the accompanying supplement carefully and consult legal counsel prior to making any offer, resale, pledge or other transfer of any 144A Securities or Regulation S Securities.

The Issuer has not been registered under the Investment Company Act. The 144A Securities and the Regulation S Securities have not been, and will not be, registered under the Securities Act or the state securities laws of any state of the United States or the securities laws of any other jurisdiction and may not be offered or sold within the United States or to, or for the account or benefit of, U.S. persons except pursuant to an exemption from, or in a transaction not subject to, the registration requirements of the Securities Act. Accordingly, the 144A Securities are being offered and sold only to QIBs in compliance with Rule 144A and the Regulation S Securities are being offered and sold only outside the United States to non-U.S. person in “offshore transactions” in compliance with Regulation S. The terms “United States,” “non-U.S. person” and “offshore transactions” used in this section have the meanings given to them under Regulation S.

Each holder and beneficial owner of 144A Securities and Regulation S Securities acquired in connection with their initial distribution and each transferee of 144A Securities from any such holder or beneficial owner will be deemed to have represented and agreed with the Issuer and the Guarantor as follows, as may be amended or supplemented in the accompanying supplement (terms used in this paragraph that are defined in Rule 144A or Regulation S are used herein as defined therein):

- (1) It is purchasing the 144A Securities or Regulation S Securities, as the case may be, for its own account or an account with respect to which it exercises sole investment discretion and it and any such account is: (a) a QIB and is aware that the sale to it is being made in reliance on Rule 144A or (b) a non-U.S. person making the purchase in compliance with Regulation S.
- (2) It understands and acknowledges that the Issuer has not been registered under the Investment Company Act and that the 144A Securities and the Regulation S Securities have not been, and will not be, registered under the Securities Act and may not be offered or sold within the United States or to, or for the account or benefit of, U.S. persons except as set forth below.
- (3) In the case of a purchaser of 144A Securities, it shall not resell or otherwise transfer any of the 144A Securities, unless such resale or transfer is made (a) to the Issuer of such 144A Securities, (b) inside the United States to a QIB in compliance with Rule 144A, or (c) outside the United States in offshore transactions in compliance with Regulation S.
- (4) In the case of a purchaser of Regulation S Securities, it acknowledges that until 40 days after the later of the commencement of the offering and the closing of the offering of the Regulation S Securities, any offer or sale of Regulation S Securities within the United States by a broker/dealer (whether or not participating in the offering) not made in compliance with Rule 144A may violate the registration requirements of the Securities Act.
- (5) It will, and each subsequent holder or beneficial owner is required to, notify any subsequent purchaser of 144A Securities or Regulation S Securities from it of the restrictions on transfer of such Securities.
- (6) It acknowledges that neither the Issuer nor the Fiscal and Paying Agent (as defined herein) will be required to accept for registration of transfer any 144A Securities or Regulation S Securities acquired by it, except upon presentation of evidence satisfactory to the Issuer and the Fiscal and Paying Agent that the restrictions on transfer set forth herein have been complied with.
- (7) It acknowledges that the Issuer, the Dealers, the Guarantor and others will rely upon the truth and accuracy of the foregoing representations and agreements and agrees that if any of the representations or agreements deemed to have been made by its purchase of the 144A Securities or Regulation S Securities are no longer accurate, it shall promptly notify the Issuer and the Dealers. If it is acquiring the 144A Securities or Regulation S Securities as a fiduciary or agent for one or more investor accounts, it represents that it has sole investment discretion with respect to each such account and it has full power to make the foregoing representations and agreements on behalf of each such account.

(8) It acknowledges that the foregoing restrictions apply to holders of beneficial interests in the 144A Securities and Regulation S Securities as well as to registered holders of such Securities.

(9) It represents that, on each day from the date on which it acquires the 144A Securities or Regulation S Securities through and including the date on which it disposes of its interests in such Securities, either (a) it is not an “employee benefit plan” as defined in section 3(3) of the Employee Retirement Income Security Act of 1974, as amended (“**ERISA**”), subject to Title I of ERISA, a “plan” as defined in section 4975 of the Internal Revenue Code of 1986, as amended (the “**Code**”) to which section 4975 of the Code applies (including individual retirement accounts), an entity whose underlying assets include the assets of any such plan, or a governmental, church or non-U.S. plan which is subject to any non-U.S., federal, state or local law that is substantially similar to the provisions of section 406 of ERISA or section 4975 of the Code or (b) its purchase, holding and disposition of such Security will not result in a prohibited transaction under section 406 of ERISA or section 4975 of the Code (or, in the case of a governmental, church or non-U.S. plan, any substantially similar non-U.S., federal, state or local law) unless an exemption is available with respect to such transactions and all the conditions of such exemption have been satisfied.

The certificates representing the 144A Securities or Regulation S Securities will bear a legend substantially to the following effect, as may be amended in the accompanying supplement, unless the Issuer determines otherwise in compliance with applicable law:

THE ISSUER OF THE SECURITIES EVIDENCED HEREBY (THE “**SECURITIES**”) HAS NOT BEEN REGISTERED UNDER THE INVESTMENT COMPANY ACT OF 1940, AS AMENDED (THE “**INVESTMENT COMPANY ACT**”), AND SUCH SECURITIES AND THE GUARANTEE OF SUCH SECURITIES (THE “**GUARANTEE**”) BY BNP PARIBAS, ACTING THROUGH ITS NEW YORK BRANCH, HAVE NOT BEEN AND WILL NOT BE REGISTERED UNDER THE U.S. SECURITIES ACT OF 1933, AS AMENDED (THE “**SECURITIES ACT**”), AND, ACCORDINGLY, MAY NOT BE OFFERED, SOLD, PLEDGED OR OTHERWISE TRANSFERRED EXCEPT PURSUANT TO AN EFFECTIVE REGISTRATION STATEMENT UNDER, OR AN EXEMPTION FROM, OR IN A TRANSACTION NOT SUBJECT TO, THE REGISTRATION REQUIREMENTS OF, THE SECURITIES ACT, IN ACCORDANCE WITH ANY APPLICABLE SECURITIES LAWS OF ANY STATE OF THE UNITED STATES OR ANY OTHER JURISDICTION AND IN ACCORDANCE WITH THE TRANSFER RESTRICTIONS CONTAINED IN THE SECURITIES AND THE FISCAL AND PAYING AGENCY AGREEMENT UNDER WHICH THIS SECURITY WAS ISSUED.

THE ACQUISITION OF THE SECURITIES BY, OR ON BEHALF OF, OR WITH THE ASSETS OF ANY “EMPLOYEE BENEFIT PLAN” SUBJECT TO THE FIDUCIARY RESPONSIBILITY PROVISIONS OF THE EMPLOYEE RETIREMENT INCOME SECURITY ACT OF 1974, AS AMENDED (“**ERISA**”), OR ANY “PLAN” TO WHICH SECTION 4975 OF THE INTERNAL REVENUE CODE OF 1986, AS AMENDED (THE “**CODE**”) APPLIES, OR ANY ENTITY PART OR ALL OF THE ASSETS OF WHICH CONSTITUTE ASSETS OF ANY SUCH EMPLOYEE BENEFIT PLAN OR PLAN BY REASON OF DEPARTMENT OF LABOR REGULATION SECTION 2510.3-101 (AS MODIFIED BY SECTION 3(42) OF ERISA) OR OTHERWISE, OR ANY GOVERNMENTAL, CHURCH OR NON-U.S. PLAN SUBJECT TO NON-U.S., FEDERAL, STATE OR LOCAL LAW SUBSTANTIALLY SIMILAR TO THE FIDUCIARY RESPONSIBILITY PROVISIONS OF ERISA OR SECTION 4975 OF THE CODE IS PROHIBITED UNLESS SUCH PURCHASE, HOLDING AND SUBSEQUENT DISPOSITION OF THE SECURITIES WOULD NOT RESULT IN ANY NONEXEMPT PROHIBITED TRANSACTION UNDER SECTION 406 OF ERISA OR UNDER SECTION 4975 OF THE CODE (OR IN THE CASE OF A GOVERNMENTAL, CHURCH OR NON-U.S. PLAN, ANY SUBSTANTIALLY SIMILAR NON-U.S., FEDERAL, STATE OR LOCAL LAW).

THIS DOCUMENT IS ONLY BEING DISTRIBUTED TO AND IS ONLY DIRECTED AT (I) PERSONS WHO ARE OUTSIDE THE UNITED KINGDOM OR (II) INVESTMENT PROFESSIONALS FALLING WITHIN ARTICLE 19(5) OF THE FINANCIAL SERVICES AND MARKETS ACT 2000 (FINANCIAL PROMOTION) ORDER 2005 (THE “**ORDER**”) OR (III) HIGH NET WORTH ENTITIES, AND OTHER PERSONS TO WHOM IT MAY LAWFULLY BE COMMUNICATED, FALLING WITHIN ARTICLE 49(2)(A) TO (D) OF THE ORDER (ALL SUCH PERSONS TOGETHER BEING REFERRED TO AS “**RELEVANT PERSONS**”). ANY SECURITIES WILL ONLY BE AVAILABLE TO, AND ANY INVITATION, OFFER OR AGREEMENT TO SUBSCRIBE, PURCHASE OR OTHERWISE ACQUIRE SUCH SECURITIES WILL BE ENGAGED IN ONLY WITH, RELEVANT PERSONS. ANY PERSON WHO IS NOT A RELEVANT PERSON SHOULD NOT ACT OR RELY ON THIS DOCUMENT OR ANY OF ITS CONTENTS.

TO THE EXTENT THAT THE OFFER OF ANY SECURITIES IS MADE IN ANY EUROPEAN ECONOMIC AREA MEMBER STATE BEFORE THE DATE OF PUBLICATION OF A VALID PROSPECTUS IN RELATION TO SUCH SECURITIES WHICH HAS BEEN APPROVED BY THE COMPETENT AUTHORITY IN THAT MEMBER STATE IN ACCORDANCE WITH THE PROSPECTUS REGULATION, AS AMENDED, (THE “**PROSPECTUS REGULATION**”) (OR, WHERE APPROPRIATE, PUBLISHED IN ACCORDANCE WITH THE PROSPECTUS REGULATION AND NOTIFIED TO THE COMPETENT AUTHORITY IN THAT MEMBER STATE IN ACCORDANCE WITH THE PROSPECTUS REGULATION), THE OFFER IS ONLY ADDRESSED TO QUALIFIED INVESTORS IN THAT MEMBER STATE WITHIN THE MEANING OF ARTICLE 2(E) OF THE PROSPECTUS REGULATION OR HAS BEEN OR WILL BE MADE OTHERWISE IN CIRCUMSTANCES THAT DO NOT REQUIRE THE ISSUER TO PUBLISH A PROSPECTUS PURSUANT TO THE PROSPECTUS REGULATION.

FORWARD-LOOKING STATEMENTS

This prospectus supplement contains forward-looking statements. The Issuer, the Guarantor and the Group may also make forward-looking statements in their audited annual financial statements, in their interim financial statements, in their base prospectus and accompanying supplements, in press releases and in other written materials and in oral statements made by their officers, directors or employees to third parties. Statements that are not historical facts, including statements about the Issuer's, Guarantor's and/or Group's beliefs and expectations, are forward-looking statements. These statements are based on current plans, estimates and projections, and therefore undue reliance should not be placed on them. Forward-looking statements speak only as of the date they are made, and the Issuer, the Guarantor and the Group undertake no obligation to update publicly any of them in light of new information or future events.

EXCHANGE RATE AND CURRENCY INFORMATION

In this prospectus supplement, references to “euro”, “EUR” and “€” refer to the currency introduced at the start of the third stage of European economic and monetary union pursuant to the Treaty establishing the European Community, as amended by the Treaty on European Union and as amended by the Treaty of Amsterdam. References to “USD”, “\$”, “U.S.\$” and “U.S. dollars” are to United States dollars. References to “cents” are to United States cents. Certain financial information contained herein and in the documents incorporated by reference herein is presented in euros.

The following table shows the period-end, average, high and low exchange rates based on the Noon Buying Rate in New York City for cable transfers in foreign currencies as certified by the Federal Reserve Bank of New York (the “Noon Buying Rate”) for the euro, expressed in U.S. dollars per one euro, for the periods and dates indicated. On May 8, 2020, the Noon Buying Rate was U.S.\$1.0854 per one euro.

Month U.S. dollar/Euro	Period End	Average Rate*	High	Low
May 2020 (through May 8, 2020).....	1.09	1.09	1.10	1.08
April 2020.....	1.09	1.09	1.10	1.08
March 2020.....	1.10	1.10	1.14	1.07
February 2020	1.10	1.09	1.11	1.08
January 2020.....	1.11	1.11	1.12	1.10
December 2019.....	1.12	1.11	1.12	1.11
November 2019.....	1.10	1.10	1.11	1.10
October 2019.....	1.12	1.11	1.12	1.09
September 2019.....	1.09	1.10	1.11	1.09
August 2019.....	1.10	1.11	1.12	1.10
July 2019.....	1.11	1.12	1.13	1.11
June 2019.....	1.14	1.13	1.14	1.12
May 2019.....	1.11	1.12	1.12	1.11

<u>Year</u> U.S. dollar/Euro	<u>Period</u> End	<u>Average</u> Rate*	<u>High</u>	<u>Low</u>
2020 (through May 8, 2020).....	1.0854	1.0975	1.1420	1.0682
2019	1.1201	1.1311	1.1524	1.1140
2018	1.1456	1.1817	1.2488	1.1281
2017.....	1.0895	1.0674	1.0941	1.0416
2016.....	1.0552	1.1072	1.1516	1.0375
2015.....	1.0859	1.1096	1.2015	1.0524
2014.....	1.2101	1.3297	1.3927	1.2101
2013.....	1.3779	1.3281	1.3816	1.2774

* The average of the Noon Buying Rates on the last business day of each month (or portion thereof) during the relevant period for year average; on each business day of the month (or portion thereof) for monthly average.

Source: Federal Reserve Bank of New York

Fluctuations in exchange rates that have occurred in the past are not necessarily indicative of fluctuations in exchange rates that may occur at any time in the future. No representations are made herein that the euro or U.S. dollar amounts referred to herein could have been or could be converted into U.S. dollars or euros, as the case may be, at any particular rate.

PRESENTATION OF FINANCIAL INFORMATION

The Branch does not separately produce or file complete financial statements and, therefore, unless otherwise indicated, any reference in this prospectus supplement to the “**Financial Statements**” is to the consolidated financial statements, including the notes thereto, of the Bank and its consolidated subsidiaries as of December 31, 2019, 2018 and 2017 and for the years ended December 31, 2019, 2018 and 2017. The Financial Statements include the results of the Bank and those of the Branch. Most of the financial data presented in this prospectus supplement are presented in euros.

The audited consolidated financial statements of the Group as of December 31, 2019, 2018 and 2017 and for the years ended December 31, 2019, 2018 and 2017 have been prepared in accordance with international financial reporting standards (“**IFRS**”) as adopted by the European Union. The Group’s fiscal year ends on December 31, and references in this prospectus supplement to any specific fiscal year are to the twelve-month period ended December 31 of such year.

Due to rounding, the numbers presented throughout this prospectus supplement may not add up precisely, and percentages may not reflect precisely absolute figures.

RISK FACTORS

The discussion below is of a general nature and is intended to describe various risk factors associated with an investment in any Securities issued under this prospectus supplement, the base prospectus and any accompanying supplement. The factors that will be of relevance to the Securities will depend upon a number of interrelated matters including, but not limited to, the nature of the issue of Securities. Prospective purchasers should carefully consider the following discussion of risks, the risk factors included in the 2019 Universal Registration Document, which is incorporated by reference herein, and any risk factors in any applicable supplement before deciding whether to invest in the Securities. However, these risk factors do not disclose all possible risks associated with an investment in the Securities, and additional risks may arise after the date of the offering. In addition, please refer to “Risk Factors” in any applicable supplement for offerings of Notes or Warrants.

No investment should be made in the Securities until after careful consideration of all those factors that are relevant in relation to the applicable Securities.

RISKS RELATING TO THE ISSUER AND ITS OPERATIONS

The main categories of risk inherent in the BNP Paribas Group’s business are presented below. They may be measured through risk-weighted assets or other quantitative or qualitative indicia, to the extent risk-weighted assets are not relevant (for example, for liquidity and funding risk).

<i>In billions of euros</i>	RWA	
	December 31, 2019	December 31, 2018
Credit risk	524	504
Counterparty credit risk	30	27
Securitisation risk in the banking book	11	7
Operational risk	69	73
Market risk	19	20
Amounts below the thresholds for deduction (subject to 250% risk weight)	16	17
TOTAL	669	647

More generally, the risks to which the BNP Paribas Group is exposed may arise from a number of factors related, among others, to changes in its macroeconomic or regulatory environment or factors related to the implementation of its strategy and its business.

The risks specific to the BNP Paribas Group’s business are presented below under seven main categories, pursuant to article 16 of Regulation (EU) 2017/1129, known as “Prospectus 3”, dated June 14, 2017, of which the provisions relating to risk factors entered into force as of July 21, 2019: credit risk, counterparty risk and securitisation risk in the banking book; operational risk; market risk; liquidity and funding risk; risks related to the macroeconomic and market environment; regulatory risks; and risks related to the BNP Paribas Group’s growth in its current environment.

The Group’s risk management policies have been taken into account in assessing the materiality of these risks; in particular, risk-weighted assets factor in risk mitigation elements to the extent eligible in accordance with applicable banking regulations.

1. CREDIT RISK, COUNTERPARTY RISK AND SECURITISATION RISK IN THE BANKING BOOK

BNP Paribas Group's credit risk is defined as the probability of a borrower or counterparty defaulting on its obligations to the BNP Paribas Group. Probability of default along with the recovery rate of the loan or debt in the event of default are essential elements in assessing credit quality. In accordance with the European Banking Authority recommendations, this category of risk also includes risks on equity investments, as well as those related to insurance activities. As of December 31, 2019, the BNP Paribas Group's credit risk exposure broke down as follows: corporates (44%), retail customers (29%), central governments and central banks (19%), credit institutions (5%), other items (2%) and equities (1%). As at December 31, 2019, 30% of the BNP Paribas Group's credit exposure was comprised of exposures in France, 13% in Belgium and Luxembourg, 10% in Italy, 21% in other European countries, 14% in North America, 6% in Asia and 6% in the rest of the world. The BNP Paribas Group's risk-weighted assets subject to this type of risk amounted to €524 billion at December 31, 2019, or 78% of the total risk-weighted assets of the BNP Paribas Group.

See Tables 24: *Credit risk exposure by asset class and approach* and 27: *Credit risk exposure by geographic region* in chapter 5.4 *Credit Risk* of the 2019 Universal Registration Document.

BNP Paribas Group's counterparty risk arises from its credit risk in the specific context of market transactions, investments, and/or settlements. BNP Paribas Group's exposure to counterparty risk, excluding CVA (Credit Valuation Adjustment) risk as at December 31, 2019, is comprised of: 41% to the corporate sector, 23% to governments and central banks, 12% to credit institutions and investment firms, and 24% to clearing houses. By product, BNP Paribas Group's exposure, excluding CVA risk, as at December 31, 2019 was comprised of: 54% in OTC derivatives, 30% in repurchase transactions and securities lending/borrowing, 14% in listed derivatives and 2% in contributions to the clearing houses' default funds. The amount of this risk varies over time, depending on fluctuations in market parameters affecting the potential future value of the covered transactions. In addition, CVA risk measures the risk of losses related to CVA volatility resulting from fluctuations in credit spreads associated with the counterparties to which the BNP Paribas Group is subject to risk. The risk-weighted assets subject to counterparty credit risk amounted to €30 billion at December 31, 2019, representing 4% of the BNP Paribas Group's total risk-weighted assets.

See Tables 63: *Counterparty credit risk exposure at default by asset class (excl. CVA risk charge)*, 64: *Counterparty credit risk exposure at default by product (excl. CVA risk charge)* and 70: *CVA risk exposure at default and risk-weighted assets (EU CCR2)* in section 5.6 *Counterparty credit risk* of the 2019 Universal Registration Document.

Securitisation risk in the banking book: securitisation is a transaction or arrangement by which the credit risk associated with a liability or set of liabilities is subdivided into tranches. Any commitment made by the BNP Paribas Group under a securitisation structure (including derivatives and liquidity lines) is considered to be a securitisation. The bulk of the BNP Paribas Group's commitments are in the prudential banking portfolio. Securitised exposures are essentially those generated by the BNP Paribas Group. The securitisation positions held or acquired by the BNP Paribas Group may also be categorized by its role: of the positions as at December 31, 2019, BNP Paribas was originator of 49%, was sponsor of 36% and was investor of 15%. The risk-weighted assets subject to this type of risk amounted to €11 billion at December 31, 2019 for the BNP Paribas Group, or 2% of the total risk-weighted assets of the BNP Paribas Group.

See Tables 52: *Securitized exposures and securitisation positions (held or acquired) by role* and 59: *Securitisation positions and risk-weighted assets by approach* in section 5.5 *Securitisation exposures in the banking book* of the 2019 Universal Registration Document.

1.1. A substantial increase in new provisions or a shortfall in the level of previously recorded provisions exposed to credit risk and counterparty risk could adversely affect the BNP Paribas Group's results of operations and financial condition

Credit risk and counterparty risk impact the BNP Paribas Group's consolidated financial statements when a customer or counterparty is unable to honour its obligations and when the book value of these obligations in the BNP Paribas Group's records is positive. The customer or counterparty may be a bank, a financial institution, an industrial or commercial enterprise, a government or a government entity, an investment fund, or a natural person. If the level of customer or counterparty defaults increases compared to recent historically low levels, the BNP Paribas Group may have to record significant charges and provisions for possible unrecoverable or doubtful debts, affecting its profitability.

As a result, in connection with its lending activities, the BNP Paribas Group regularly establishes provisions for loan losses, which are recorded on its income statement in the line item Cost of Risk. These provisions amounted to €3.203 billion at December 31, 2019, representing 39 basis points of outstanding customer loans (compared with 35 basis points at December 31, 2018).

The BNP Paribas Group's overall level of provisions is based on its assessment of prior loss experience, the volume and type of lending being conducted, industry standards, past due loans, economic conditions and other factors related to the recoverability of various loans or statistical analysis based on scenarios applicable to asset classes.

Although the BNP Paribas Group seeks to establish an appropriate level of provisions, its lending businesses may have to increase their provisions for loan losses substantially in the future as a result of deteriorating economic conditions or other causes. Any significant increase in provisions for loan losses or a significant change in the BNP Paribas Group's estimate of the risk of loss inherent in its portfolio of non-impaired loans, as well as the occurrence of loan losses in excess of the related provisions, could have a material adverse effect on the BNP Paribas Group's results of operations and financial condition.

For reference, at December 31, 2019, the ratio of doubtful loans to total loans outstanding was 2.2% and the coverage ratio of these loans (net of guarantees received) by provisions was 74.0%, compared to 2.6% and 76.2%, respectively, as at December 31, 2018. These two ratios are defined in 5.1 *Key figures* of the 2019 Universal Registration Document.

While the BNP Paribas Group seeks to reduce its exposure to credit risk and counterparty risk by using risk mitigation techniques such as collateralization, obtaining guarantees, entering into credit derivatives and entering into netting agreements, it cannot be certain that these techniques will be effective to offset losses resulting from counterparty defaults that are covered by these techniques. Moreover, the BNP Paribas Group is also exposed to the risk of default by the party providing the credit risk coverage (such as a counterparty in a derivative or a loan insurance contract) or to the risk of loss of value of any collateral. In addition, only a portion of the BNP Paribas Group's overall credit risk and counterparty risk is covered by these techniques. Accordingly, the BNP Paribas Group has very significant exposure to these risks.

1.2. The soundness and conduct of other financial institutions and market participants could adversely affect the BNP Paribas Group

The BNP Paribas Group's ability to engage in financing, investment and derivative transactions could be adversely affected by the soundness of other financial institutions or market participants. Financial institutions are interrelated as a result of trading, clearing, counterparty, funding or other relationships. As a result, defaults of one or more States or financial institutions, or even rumours or questions about one or more financial institutions, or the financial services industry generally, may lead to market-wide liquidity problems and could lead to further losses or defaults. The BNP Paribas Group has exposure to many counterparties in the financial industry, directly and indirectly, including clearing houses, brokers and dealers, commercial banks, investment banks, mutual and alternative investment funds, and other institutional clients with which it regularly executes transactions. The BNP Paribas Group may also be exposed to risks related to the increasing involvement in the financial sector of players and the introduction of new types of transactions subject to little or no regulation (e.g. unregulated funds, trading venues or crowdfunding platforms). Credit and counterparty risks could be exacerbated if the collateral held by the BNP Paribas Group cannot be realized upon or is liquidated at prices not sufficient to recover the full amount of the loan or derivative exposure due to the BNP Paribas Group or in case of a failure of a significant financial market participant such as a central counterparty. It is worth noting in this respect that regulatory changes requiring mandatory clearing of standardised over-the-counter (OTC) derivatives through central counterparties have resulted in an increase of the exposure of financial market participants to such central counterparties.

For reference, counterparty risk exposure related to financial institutions was €20 billion at December 31, 2019, or 12% of the BNP Paribas Group's total counterparty risk exposure, and counterparty risk exposure related to clearing houses was €40 billion, or 24% of the BNP Paribas Group's total counterparty risk exposure.

In addition, fraud or misconduct by financial market participants can have a material adverse effect on financial institutions due in particular to the interrelated nature of the financial markets. An example is the fraud perpetrated by Bernard Madoff that came to light in 2008, as a result of which numerous financial institutions globally, including the BNP Paribas Group, announced losses or exposure to losses in substantial amounts. The BNP Paribas

Group remains the subject of various claims in connection with the Madoff matter; see note 8.b *Contingent liabilities: legal proceedings and arbitration* to its consolidated financial statements for the period ended December 31, 2019.

Losses resulting from the risks summarized above could materially and adversely affect the BNP Paribas Group's results of operations.

See Table 63: *Counterparty credit risk exposure at default by asset class (excl. CVA risk charge)* in section 5.6 of the 2019 Universal Registration Document.

2. OPERATIONAL RISK

BNP Paribas Group's operational risk is the risk of loss resulting from failed or inadequate internal processes (particularly those involving personnel and information systems) or external events, whether deliberate, accidental or natural (floods, fires, earthquakes, terrorist attacks, etc.). BNP Paribas Group's operational risks cover fraud, human resources risks, legal and reputational risks, non-compliance risks, tax risks, information systems risks, risk of providing inadequate financial services (conduct risk), risk of failure of operational processes including credit processes, or from the use of a model (model risk), as well as potential financial consequences related to reputation risk management. From 2011-2019, BNP Paribas Group's main type of incidents involving operational risk were in "Clients, products and business practices", which represents 63% of the total financial impact, largely as a result of the BNP Paribas Group's agreement with U.S. authorities regarding its review of certain dollar transactions concluded in June 2014. The next largest category of incident for the BNP Paribas Group in operational risk was in "Execution, delivery and process management", accounting for 17% of the financial impact. Between 2011-2019, other types of risk in operational risk consisted of external fraud (13%), business disruption and systems failure (3%), employment practices and workplace safety (2%), internal fraud (1%) and damage to physical assets (1%).

The risk-weighted assets subject to this type of risk amounted to €69 billion at December 31, 2019, or 10% of the total risk-weighted assets of the BNP Paribas Group.

See Figure 14: *Operational losses – Breakdown by event type (average 2011-2019)* in chapter 5.9 *Operational risk* of the 2019 Universal Registration Document.

2.1. The BNP Paribas Group's risk management policies, procedures and methods may leave it exposed to unidentified or unanticipated risks, which could lead to material losses

The BNP Paribas Group has devoted significant resources to developing its risk management policies, procedures and assessment methods and intends to continue to do so in the future. Nonetheless, the BNP Paribas Group's risk management techniques and strategies may not be fully effective in mitigating its risk exposure in all economic and market environments or against all types of risk, particularly risks that the BNP Paribas Group may have failed to identify or anticipate. The BNP Paribas Group's ability to assess the creditworthiness of its customers or to estimate the values of its assets may be impaired if, as a result of market turmoil such as that experienced in recent years, the models and approaches it uses become less predictive of future behaviour, valuations, assumptions or estimates. Some of the BNP Paribas Group's qualitative tools and metrics for managing risk are based on its use of observed historical market behaviour. The BNP Paribas Group applies statistical and other tools to these observations to arrive at quantifications of its risk exposures. The process the BNP Paribas Group uses to estimate losses inherent in its credit exposure or estimate the value of certain assets requires difficult, subjective, and complex judgments, including forecasts of economic conditions and how these economic predictions might impair the ability of its borrowers to repay their loans or impact the value of assets, which may, during periods of market disruption, be incapable of accurate estimation and, in turn, impact the reliability of the process. These tools and metrics may fail to predict future risk exposures, e.g. if the BNP Paribas Group does not anticipate or correctly evaluate certain factors in its statistical models, or upon the occurrence of an event deemed extremely unlikely by the tools and metrics. This would limit the BNP Paribas Group's ability to manage its risks. The BNP Paribas Group's losses could therefore be significantly greater than the historical measures indicate. In addition, the BNP Paribas Group's quantified modelling does not take all risks into account. Its more qualitative approach to managing certain risks could prove insufficient, exposing it to material unanticipated losses.

2.2 An interruption in or a breach of the BNP Paribas Group's information systems may cause substantial losses of client or customer information, damage to the BNP Paribas Group's reputation and result in financial losses

As with most other banks, the BNP Paribas Group relies heavily on communications and information systems to conduct its business. This dependency has increased with the spread of mobile and online banking services, and the

development of cloud computing. Any failure or interruption or breach in security of these systems could result in failures or interruptions in the BNP Paribas Group's customer relationship management, general ledger, deposit, servicing and/or loan organization systems or could cause the BNP Paribas Group to incur significant costs in recovering and verifying lost data. The BNP Paribas Group cannot provide assurances that such failures or interruptions will not occur or, if they do occur, that they will be adequately addressed.

In addition, the BNP Paribas Group is subject to cybersecurity risk, or risk caused by a malicious and/or fraudulent act, committed virtually, with the intention of manipulating information (confidential data, bank/insurance, technical or strategic), processes and users, in order to cause material losses to the BNP Paribas Group's subsidiaries, employees, partners and clients. An increasing number of companies (including financial institutions) have in recent years experienced intrusion attempts or even breaches of their information technology security, some of which have involved sophisticated and highly targeted attacks on their computer networks. Because the techniques used to obtain unauthorized access, disable or degrade service, steal confidential data or sabotage information systems have become more sophisticated, change frequently and often are not recognized until launched against a target, the BNP Paribas Group and its third-party service providers may be unable to anticipate these techniques or to implement in a timely manner effective and efficient countermeasures.

Any failures of or interruptions in the BNP Paribas Group's information systems or those of its providers and any subsequent disclosure of confidential information related to any client, counterpart or employee of the BNP Paribas Group (or any other person) or any intrusion or attack against its communication system could cause significant losses and have an adverse effect on the BNP Paribas Group's reputation, financial condition and results of operations.

Moreover, the BNP Paribas Group is exposed to the risk of operational failure or interruption of a clearing agent, foreign markets, clearing houses, custodian banks or any other financial intermediary or external service provider used by the BNP Paribas Group to execute or facilitate financial transactions. Due to its increased interaction with clients, the BNP Paribas Group is also exposed to the risk of operational malfunction of the latter's information systems. The BNP Paribas Group's communications and data systems and those of its clients, service providers and counterparties may also be subject to malfunctions or interruptions by as a result of cyber-crime or cyber-terrorism. The BNP Paribas Group cannot guarantee that these malfunctions or interruptions in its own systems or those of other parties will not occur or that in the event of a cyber-attack, these malfunctions or interruptions will be adequately resolved. These operational malfunctions or interruptions accounted for an average of 3% of operational risk losses over the 2011-2019 period.

See *Cyber security and technology* and Figure 14: *Operational losses - Breakdown by event type (average 2011-2019)* in chapter 5.9 *Operational risk* of the 2019 Universal Registration Document.

2.2. Reputational risk could weigh on the BNP Paribas Group's financial strength and diminish the confidence of clients and counterparties in it

Considering the highly competitive environment in the financial services industry, a reputation for financial strength and integrity is critical to the BNP Paribas Group's ability to attract and retain customers. The BNP Paribas Group's reputation could be harmed if it cannot adequately promote and market its products and services. The BNP Paribas Group's reputation could also be damaged if, as it increases its client base and the scale of its businesses, the BNP Paribas Group's comprehensive procedures and controls dealing with conflicts of interest fail, or appear to fail, to address them properly. At the same time, the BNP Paribas Group's reputation could be damaged by employee misconduct, fraud or misconduct by financial industry participants to which the BNP Paribas Group is exposed, a decline in, a restatement of, or corrections to its financial results, as well as any adverse legal or regulatory action, such as the settlement the BNP Paribas Group entered into with the U.S. authorities in 2014 for violations of U.S. laws and regulations regarding economic sanctions. The loss of business that could result from damage to the BNP Paribas Group's reputation could have an adverse effect on its results of operations and financial position.

3. MARKET RISK

The BNP Paribas Group's market risk is the risk of loss of value caused by an unfavourable trend in prices or market parameters. The parameters affecting the BNP Paribas Group's market risk include, but are not limited to, exchange rates, prices of securities and commodities (whether the price is directly quoted or obtained by reference to a comparable asset), the price of derivatives on an established market and all benchmarks that can be derived from market quotations such as interest rates, credit spreads, volatility or implicit correlations or other similar parameters.

BNP Paribas Group is exposed to market risk mainly through trading activities carried out by the business lines of its Corporate & Institutional Banking (CIB) operating division, primarily in Global Markets, which represented 12% of the BNP Paribas Group's revenue in 2019. BNP Paribas Group's trading activities are directly linked to economic relations with clients of these business lines, or indirectly as part of its market making activity.

In addition, the market risk relating to the BNP Paribas Group's banking activities covers its interest rate and foreign exchange rate risk in connection with its activities as a banking intermediary. The "operating" foreign exchange risk exposure relates to net earnings generated by activities conducted in currencies other than the functional currency of the entity concerned. The "structural" foreign exchange risk position of an entity relates to investments in currencies other than the functional currency. In measuring interest rate risk, the BNP Paribas Group defines the concepts of standard rate risk and structural rate risk as the following: the standard rate risk corresponds to the general case, namely when it is possible to define the most appropriate hedging strategy for a given transaction, and the structural rate risk is the interest rate risk for equity and non-interest-bearing current accounts.

BNP Paribas' market risk based on its activities is measured by Value at Risk (VaR), or the maximum potential loss over one year, at a 99.9% confidence level to calculate regulatory capital requirements, and various other market indicators (stressed VaR, Incremental Risk Charge, Comprehensive Risk Measure for credit correlation portfolio) as well as by stress tests and sensitivity analysis compared with market limits.

The risk-weighted assets subject to this type of risk amounted to €19 billion at December 31, 2019, or 3% of the total risk-weighted assets of the BNP Paribas Group.

See Tables 75: *Market risk capital requirement and risk-weighted assets*, 76: *Market risk under the internal model approach* and 77: *Market risk under the standardised approach* in chapter 5.7 *Market risk* of the 2019 Universal Registration Document.

3.1. *The BNP Paribas Group may incur significant losses on its trading and investment activities due to market fluctuations and volatility*

The BNP Paribas Group maintains trading and investment positions in the debt, currency, commodity and equity markets, and in unlisted securities, real estate and other asset classes, including through derivative contracts. These positions could be adversely affected by extreme volatility in these markets, *i.e.* the degree to which prices fluctuate over a particular period in a particular market, regardless of market levels. Moreover, volatility trends that prove substantially different from the BNP Paribas Group's expectations may lead to losses relating to a broad range of other products that the BNP Paribas Group uses, including swaps, forward and future contracts, options and structured products.

To the extent that the BNP Paribas Group owns assets, or has net long positions, in any of those markets, a market downturn could result in losses from a decline in the value of its positions. Conversely, to the extent that the BNP Paribas Group has sold assets that it does not own, or has net short positions in any of those markets, a market upturn could, in spite of the existing limitation of risks and control systems, expose the BNP Paribas Group to potentially substantial losses as it attempts to cover its net short positions by acquiring assets in a rising market. The BNP Paribas Group may from time to time hold a long position in one asset and a short position in another, in order to hedge transactions with clients and/or from which it expects to gain based on changes in the relative value of the two assets. If, however, the relative value of the two assets changes in a direction or manner that the BNP Paribas Group did not anticipate or against which it is not hedged, it might realize a loss on those paired positions. Such losses, if significant, could adversely affect the BNP Paribas Group's results and financial condition. In addition, the BNP Paribas Group's hedging strategies may not be suitable for certain market conditions.

If any of the variety of instruments and strategies that the BNP Paribas Group uses to hedge its exposure to various types of risk in its businesses is not effective, the Group may incur losses. Many of its strategies are based on historical trading patterns and correlations. For example, if the BNP Paribas Group holds a long position in an asset, it may hedge that position by taking a short position in another asset where the short position has historically moved in a direction that would offset a change in the value of the long position. However, the hedge may only be partial, or the strategies used may not protect against all future risks or may not be fully effective in mitigating the BNP Paribas Group's risk exposure in all market environments or against all types of risk in the future. Unexpected market developments may also reduce the effectiveness of the BNP Paribas Group's hedging strategies, as occurred for example in late 2018 with the Group's index derivatives hedging in the United States. In addition, the manner in which gains and losses resulting from certain ineffective hedges are recorded may result in additional volatility in the BNP Paribas Group's reported earnings.

The BNP Paribas Group uses a “Value at Risk” (VaR) model to quantify its exposure to potential losses from market risks, and also performs stress testing with a view to quantifying its potential exposure in extreme scenarios (see *Market Risk Stress Testing Framework* in chapter 5.7 *Market risk* of the 2019 Universal Registration Document). However, these techniques rely on statistical methodologies based on historical observations, which may turn out to be unreliable predictors of future market conditions. Accordingly, the BNP Paribas Group’s exposure to market risk in extreme scenarios could be greater than the exposures predicted by its quantification techniques.

The Global Markets business line in particular had €18 billion in risk-weighted assets subject to market risk at December 31, 2019, or 3% of the total risk-weighted assets of the BNP Paribas Group.

3.2. The BNP Paribas Group may generate lower revenues from commission and fee-based businesses during market downturns

Commissions represented 21% of the BNP Paribas Group’s total revenues in 2019. Financial and economic conditions affect the number and size of transactions for which the BNP Paribas Group provides securities underwriting, financial advisory and other Investment Banking services. These revenues, which include fees from these services, are directly related to the number and size of the transactions in which the BNP Paribas Group participates and can thus be significantly affected by economic or financial changes that are unfavourable to its Investment Banking business and clients. In addition, because the fees that the BNP Paribas Group charges for managing its clients’ portfolios are in many cases based on the value or performance of those portfolios, a market downturn that reduces the value of its clients’ portfolios or increases the amount of withdrawals would reduce the revenues it receives from its asset management, equity derivatives and Private Banking businesses. Independently of market changes, below-market performance by the BNP Paribas Group’s mutual funds may result in increased withdrawals and reduced inflows, which would reduce the revenues the BNP Paribas Group receives from its asset management business.

3.3. Adjustments to the carrying value of the BNP Paribas Group’s securities and derivatives portfolios and the BNP Paribas Group’s own debt could have an adverse effect on its net income and shareholders’ equity

The carrying value of the BNP Paribas Group’s securities and derivatives portfolios and certain other assets, as well as its own debt, in its balance sheet is adjusted as of each financial statement date. As at December 31, 2019, on the assets side of the BNP Paribas Group’s balance sheet, financial instruments at fair value through profit or loss, derivative financial instruments used for hedging purposes and financial assets at fair value through shareholders’ equity amounted to €576.1 billion, €12.4 billion and €52.7 billion respectively. In the liabilities column, financial instruments at fair value through profit or loss and derivative financial instruments used for hedging purposes amounted to €582.2 billion and €14.1 billion, respectively, at December 31, 2019. Most of the adjustments are made on the basis of changes in fair value of the BNP Paribas Group’s assets or debt during an accounting period, with the changes recorded either in the income statement or directly in shareholders’ equity. Changes that are recorded in the income statement, to the extent not offset by opposite changes in the value of other assets, affect the BNP Paribas Group’s consolidated revenues and, as a result, its net income. All fair value adjustments affect shareholders’ equity and, as a result, the BNP Paribas Group’s capital adequacy ratios. The fact that fair value adjustments are recorded in one accounting period does not mean that further adjustments will not be needed in subsequent periods.

4. LIQUIDITY AND FUNDING RISK

Liquidity risk is the risk that the BNP Paribas Group will not be able to honour its commitments or unwind or offset a position due to market conditions or specific factors within a specified period of time and at a reasonable cost. It reflects the risk of not being able to cope with net cash outflows, including collateral requirements, over short-term to long-term horizons. The BNP Paribas Group’s specific risk can be assessed through its short-term liquidity ratio (Liquidity Coverage Ratio – LCR), which analyses the hedging of net cash outflows during a thirty-day stress period. The monthly average in 2019 of the BNP Paribas Group’s LCR was 123%, representing a liquidity surplus of €58 billion compared to regulatory requirements. The liquidity reserve was €309 billion at the end of 2019.

See Tables 92: *Breakdown of global liquidity reserve (counterbalancing capacity)* and 93: *Short-term liquidity ratio (LCR) – Itemised* in chapter 5.8 *Liquidity risk* of the 2019 Universal Registration Document.

4.1. *The BNP Paribas Group’s access to and cost of funding could be adversely affected by a resurgence of financial crises, worsening economic conditions, rating downgrades, increases in sovereign credit spreads or other factors*

The financial crisis, the euro zone sovereign debt crisis as well as the general macroeconomic environment have at times adversely affected the availability and cost of funding for European banks in recent years. This was due to several factors, including a sharp increase in the perception of bank credit risk due to exposure to sovereign debt in particular, credit rating downgrades of sovereigns and of banks, and debt market speculation. Many European banks, including the BNP Paribas Group, at various points experienced restricted access to wholesale debt markets and to the interbank market, as well as a general increase in their cost of funding. Accordingly, reliance on direct borrowing from the European Central Bank (“ECB”) at times increased substantially. If such adverse credit market conditions were to reappear in the event of prolonged stagnation of growth, deflation, resurgence of the financial crisis, another sovereign debt crisis or new forms of financial crises, factors relating to the financial industry in general or to the BNP Paribas Group in particular, the effect on the liquidity of the European financial sector in general and the BNP Paribas Group in particular could be materially adverse and have a negative impact on the BNP Paribas Group’s results of operations and financial condition.

See *Wholesale funding and liquidity reserve monitoring indicators*, in chapter 5.8 in particular tables 88: *Breakdown of the wholesale funding by currency*; 89: *Breakdown of the Group’s medium- and long-term (MLT) wholesale funding*; 90: *Trends in Group MLT wholesale funding*; and 91: *MLT secured wholesale funding* of the 2019 Universal Registration Document.

4.2. *Protracted market declines can reduce the BNP Paribas Group’s liquidity, making it harder to sell assets and possibly leading to material losses. Accordingly, the BNP Paribas Group must ensure that its assets and liabilities properly match in order to avoid exposure to losses*

In some of the BNP Paribas Group’s businesses, particularly Global Markets (which represented 12% of the BNP Paribas Group’s revenue in 2019) and Asset/Liability Management, protracted market movements, particularly asset price declines, can reduce the level of activity in the market or reduce market liquidity. These developments can lead to material losses if the BNP Paribas Group cannot close out deteriorating positions in a timely way. This is particularly true for assets that are intrinsically illiquid. Assets that are not traded on stock exchanges or other public trading markets, such as certain derivative contracts between financial institutions, may have values that the BNP Paribas Group calculates using models rather than publicly-quoted prices. Monitoring the deterioration of prices of assets like these is difficult and could lead to significant unanticipated losses (see chapter 5.8, paragraph *Stress tests and liquidity reserve*).

The BNP Paribas Group is exposed to the risk that the maturity, interest rate or currencies of its assets might not match those of its liabilities. The timing of payments on certain of the BNP Paribas Group’s assets is uncertain, and if the BNP Paribas Group receives lower revenues than expected at a given time, it might require additional market funding in order to meet its obligations on its liabilities. While the BNP Paribas Group imposes strict limits on the gaps between its assets and its liabilities as part of its risk management procedures, it cannot be certain that these limits will be fully effective to eliminate potential losses arising from asset and liability mismatches.

See paragraphs *Foreign exchange risk* and *Interest risk* in section 5.7 and paragraph *Business lines’ internal monitoring indicators* in section 5.8, as well as Tables 94: *Contractual maturities of the prudential balance sheet*, 95: *Contractual maturities of capital instruments and medium- and long-term debt securities in the prudential perimeter* and 96: *Economic maturities of capital instruments (prudential perimeter)* of the 2019 Universal Registration Document.

4.3. *Any downgrade of the Group’s companies’ credit ratings could weigh heavily on the profitability of the Group*

Credit ratings have a significant impact on the BNP Paribas Group’s liquidity. On April 23, 2020, Standard & Poor’s confirmed the long term deposit and senior preferred rating at A+, and short term rating at A-1, with an outlook revised from stable to negative. On March 30, 2020, Fitch placed its AA - long-term deposits and senior preferred debt rating, and its F1+ short-term rating for the BNP Paribas SA on Rating Watch Negative. On 9 December 2019, Moody confirmed its long-term deposits and senior preferred debt rating as Aa3, and confirmed its short-term rating as P-1, with a stable outlook. On July 12, 2019, DBRS confirmed the BNP Paribas SA’s senior preferred debt rating as AA (low), as well as its short-term rating as R-1(middle) with a stable outlook. A downgrade in the

BNP Paribas Group companies' credit rating could affect the liquidity and competitive position of the Group. It could also increase the BNP Paribas Group's borrowing costs, limit access to the capital markets or trigger additional obligations under its covered bonds or under certain bilateral provisions in some trading, derivative or collateralized financing contacts.

In addition, the BNP Paribas Group's cost of obtaining long-term unsecured funding from market investors is also directly related to its credit spreads, which in turn depend to a certain extent on its credit ratings. Increases in credit spreads can significantly increase the BNP Paribas Group's cost of funding. Changes in credit spreads are continuous, market-driven, and subject at times to unpredictable and highly volatile movements. Credit spreads are also influenced by market perceptions of the BNP Paribas Group's creditworthiness. Furthermore, credit spreads may be influenced by movements in the cost to purchasers of credit default swaps referenced to the BNP Paribas Group's debt obligations, which are influenced both by the credit quality of those obligations, and by a number of market factors that are beyond the control of the BNP Paribas Group."

5. RISKS RELATED TO THE MACROECONOMIC AND MARKET ENVIRONMENT

5.1. Adverse economic and financial conditions have in the past had and may in the future have an impact on the BNP Paribas Group and the markets in which it operates

The BNP Paribas Group's business is sensitive to changes in the financial markets and more generally to economic conditions in France (31% of the Group's revenues in 2019), other countries in Europe (44% of the Group's revenues in 2019) and the rest of the world (25% of the Group's revenues in 2019). A deterioration in economic conditions in the markets where the BNP Paribas Group operates could have some or all of the following impacts:

- adverse economic conditions could affect the business and operations of the BNP Paribas Group's customers, reducing credit demand and trading volume and resulting in an increased rate of default on loans and other receivables;
- a decline in market prices of bonds, equities and commodities could impact many of the businesses of the BNP Paribas Group, including in particular trading, Investment Banking and asset management revenues;
- macroeconomic policies adopted in response to actual or anticipated economic conditions could have unintended effects, and are likely to impact market parameters such as interest rates and foreign exchange rates, which in turn could affect the BNP Paribas Group's businesses that are most exposed to market risk;
- perceived favourable economic conditions generally or in specific business sectors could result in asset price bubbles, which could in turn exacerbate the impact of corrections when conditions become less favourable;
- a significant economic disruption (such as the global financial crisis of 2008 or the European sovereign debt crisis of 2011) could have a severe impact on all of the BNP Paribas Group's activities, particularly if the disruption is characterized by an absence of market liquidity that makes it difficult to sell certain categories of assets at their estimated market value or at all;
- a significant deterioration of market and economic conditions resulting from, among other things, from adverse political and geopolitical events such as natural disasters, geopolitical tensions (in particular protectionist measures), emergence of health risks such as pandemics, acts of terrorism, societal unrest, cyber-attacks, military conflicts or threats thereof and related risks could affect the operating environment for the BNP Paribas Group episodically or for extended periods.

In 2020, European economies and financial markets will be particularly sensitive to a number of factors, including, for example, tensions around international trade (protectionist measures, such as customs duties, the "trade war" between the United States and China and tensions between the United States and Europe), geopolitical tensions (particularly in the Middle East and, more generally, between the United States and Iran), political risks directly affecting Europe (including the implementation of Brexit and the rise of populism), a persisting climate of sluggish economic growth, the volatility in commodity prices (itself affected by the above-mentioned factors) and, as discussed below, the evolution of monetary policy or the impact of health risks related to a pandemic such as the coronavirus.

More generally, increased volatility of financial markets could adversely affect the BNP Paribas Group's trading and investment positions in the debt, currency, commodity and equity markets, as well as its positions in other investments. For reference, Global Markets accounted for 12% of the BNP Paribas Group's revenues in 2019. Severe market disruptions and extreme market volatility have occurred in recent years and may occur again in the future,

which could result in significant losses for the BNP Paribas Group. Such losses may extend to a broad range of trading and hedging products, including swaps, forward and future contracts, options and structured products. The volatility of financial markets makes it difficult to predict trends and implement effective trading strategies.

It is difficult to predict when economic or market downturns or other market disruptions will occur, and which markets will be most significantly impacted. If economic or market conditions in France or elsewhere in Europe, or Global Markets more generally, were to deteriorate or become more volatile, the BNP Paribas Group's operations could be disrupted, and its business, results of operations and financial condition could be adversely affected.

5.2. Significant interest rate changes could adversely affect the BNP Paribas Group's revenues or profitability. The prolonged low interest rate environment carries inherent systemic risks, which could impact the BNP Paribas Group's income or profitability, and any exit from such environment would also carry risks

The net interest income earned by the BNP Paribas Group during any given period significantly affects its overall revenues and profitability for that period. Interest rates are highly sensitive to many factors beyond the BNP Paribas Group's control, such as the rate of inflation, country-specific monetary policies and certain decisions concerning regulatory capital. Changes in market interest rates could affect the interest rates charged on interest-earning assets differently than the interest rates paid on interest-bearing liabilities. Any adverse change in the yield curve could cause a decline in net interest income generated by the BNP Paribas Group's lending activities. In addition, increases in the interest rates at which the BNP Paribas Group's short-term funding is available and maturity mismatches may adversely affect its profitability.

Since the 2008-2009 financial crisis, Global Markets have been characterized by an extended period of low interest rates. This low interest rate environment has weighed significantly on banks' profitability, including that of the BNP Paribas Group, for a number of years. The relative impact on banks depends, in particular, on the proportion of their revenues represented by net interest income; this proportion was 47% for the BNP Paribas Group in 2019 (see note 3.a *Net interest income* to the BNP Paribas Group's consolidated financial statements for the year ended December 31, 2019). The situation worsened in 2019, in particular with the emergence and increasing prevalence of loans at negative interest rates, including placements by European banks with the ECB. If the low, and even negative, interest rate environment continues, as a result, for example, of continued monetary loosening, low growth or other factors, the BNP Paribas Group's profitability could be impacted or even decline. In this respect, the ECB announced in 2019 – in the face of slower than anticipated growth – a status quo on its benchmark lending rates until at least the first half of 2020, new targeted longer-term financing operations (TLTRO) bearing, under certain conditions, negative rates, and, in September 2019, the resumption of its quantitative easing policy, which had been suspended a few months earlier. In addition, the persistently low interest rate environment blunts the effectiveness of monetary policies against declining growth or recessions.

During periods of low interest rates, interest rate spreads tend to tighten, and the BNP Paribas Group may be unable to lower interest rates on deposits sufficiently to offset reduced income from lending at lower interest rates. Net interest income amounted to €21,062 million in 2018 and €21,127 million in 2019, respectively (see note 3.a *Net interest income* to the BNP Paribas Group's unaudited consolidated financial statements for the year ended December 31, 2019). On an indicative basis, over one-, two- and three-year timeframes, the sensitivity of revenues at December 31, 2019 to a parallel, instantaneous and definitive increase in market rates of +50 basis points (+0.5%) across all currencies has an impact of -€270 million, +€216 million and +€614 million, respectively, or -0.6%, 0.5% and 1.4% of the Group's net banking income (see paragraph *Sensitivity of revenues to global interest rate risk* in section 5.7). The negative interest rate environment in which banks are charged for cash deposited with central banks, whereas banks typically do not charge clients for deposits, weighs on banks' margins. In addition, the BNP Paribas Group has been facing and may continue to face an increase in early repayment and refinancing of mortgages and other fixed-rate consumer and corporate loans as clients take advantage of lower borrowing costs. This, along with the issuance of new loans at the low prevailing market interest rates, has resulted and may continue to result in a decrease in the average interest rate of the BNP Paribas Group's portfolio of loans thereby causing a decline in its net interest income from lending activities. Moreover, an environment of persistently low interest rates can also have the effect of flattening the yield curve in the market more generally, which could reduce the premium generated by the BNP Paribas Group from its funding activities. A flattening yield curve can also influence financial institutions to engage in riskier activities in an effort to earn the desired level of returns, which can increase overall market risk and volatility. Low interest rates may also affect the profitability and even the solvency of the insurance activities of French banks, including the BNP Paribas Group, particularly due to the prevalence in the market of life insurance contracts backed by euro-denominated funds, which may not be able to generate sufficient returns to be competitive with other

investment products. Low interest rates may also adversely affect commissions charged by the BNP Paribas Group's asset management subsidiaries on money market and other fixed income products. A reduction in credit spreads and decline in Retail Banking income resulting from lower portfolio interest rates may adversely affect the profitability of the BNP Paribas Group's Retail Banking operations.

On the other hand, the end of a period of prolonged low interest rates, in particular due to tightening monetary policy (itself triggered in particular by increases in economic growth or in inflation at rates higher than expected by central banks) would also carry risks. If market interest rates were to rise, a portfolio featuring significant amounts of lower interest loans and fixed income assets would be expected to decline in value. If the BNP Paribas Group's hedging strategies are ineffective or provide only a partial hedge against such a change in value, the BNP Paribas Group could incur losses. Any sharper or more rapid than expected tightening could have a negative impact on the economic recovery. On the lending side, it could in particular cause stress in loan and bond portfolios, possibly leading to an increase in non-performing exposures and defaults. More generally, the ending of accommodative monetary policies (including liquidity infusions from central bank asset purchases) may lead to severe corrections in certain markets or asset classes (e.g. non-investment grade corporate and sovereign borrowers, certain sectors of equities and real estate) that particularly benefited (including from very low risk premiums as compared to historical averages) from the prolonged low interest rate and high liquidity environment, and such corrections could potentially be contagious to financial markets generally, including through substantially increased volatility.

5.3. *Given the global scope of its activities, the BNP Paribas Group may be vulnerable to risk in certain countries where it operates and may be vulnerable to political, macroeconomic or financial changes in the countries and regions where it operates*

The BNP Paribas Group is subject to country risk, meaning the risk that economic, financial, political or social conditions in a given foreign country in which it operates could affect its business and results. The BNP Paribas Group monitors country risk and takes it into account in the fair value adjustments and cost of risk recorded in its financial statements. However, a significant change in political or macroeconomic environments may require it to record additional charges or to incur losses beyond the amounts previously written down in its financial statements. In addition, factors specific to a country or region in which the BNP Paribas Group operates could make it difficult for it to carry out its business and lead to losses or impairment of assets.

At December 31, 2019, the BNP Paribas Group's loan portfolio consisted of receivables from borrowers located in France (30%), Belgium and Luxembourg (13%), Italy (10%), other European countries (21%), North America (14%), Asia (6%) and the rest of the world (6%). Adverse conditions that particularly affect these countries and regions would have a particularly significant impact on the BNP Paribas Group. In addition, the BNP Paribas Group has significant exposures in countries outside the OECD, which are subject to risks that include political instability, unpredictable regulation and taxation, expropriation and other risks that are less present in more developed economies.

6. REGULATORY RISKS

6.1. *Laws and regulations adopted in recent years, particularly in response to the global financial crisis, as well as new legislative proposals, may materially impact the BNP Paribas Group and the financial and economic environment in which it operates*

Laws and regulations have been enacted in the past few years, in particular in France, Europe and the United States, with a view to introducing a number of changes, some permanent, in the financial environment. The impact of the measures has changed substantially the environment in which the BNP Paribas Group and other financial institutions operate.

The measures that have been adopted include:

- more stringent capital and liquidity requirements (particularly for global systemically important banks such as the BNP Paribas Group), as well as changes to the risk-weighting methodologies and the methods of using internal models that could lead to increased capital requirements;
- restrictions on certain types of activities considered as speculative undertaken by commercial banks that are prohibited or need to be ring-fenced in subsidiaries (particularly proprietary trading) and are subject to prudential requirements and autonomous funding;
- prohibitions or restrictions on certain types of financial products or activities;

- enhanced recovery and resolution regimes, in particular the Bank Recovery and Resolution Directive of May 15, 2014 (the “BRRD”), as amended from time to time, which strengthens powers to prevent and resolve banking crises in order to ensure that losses are borne largely by the creditors and shareholders of the banks and in order to keep the costs incurred by taxpayers to a minimum;
- the establishment of the national resolution funds by the BRRD and the creation of the Single Resolution Board (the SRB) by the European Parliament and Council of the European Union in a resolution dated July 15, 2014 (the SRM Regulation), as amended from time to time, which can initiate resolution proceedings for banking institutions such as the BNP Paribas Group, and the Single Resolution Fund (the SRF), the financing of which by the BNP Paribas Group (up to its annual contribution) can be significant;
- the establishment of national deposit guarantee schemes and a proposed European deposit guarantee scheme or deposit insurance which will gradually cover all or part of the guarantee schemes of participating countries;
- increased internal control and reporting requirements with respect to certain activities;
- greater powers granted to the relevant authorities to combat money laundering and terrorism financing;
- more stringent governance and conduct of business rules and restrictions and increased taxes on employee compensation over specified levels;
- measures to improve the transparency, efficiency and integrity of financial markets and in particular the regulation of high frequency trading, more extensive market abuse regulations, increased regulation of certain types of financial products including mandatory reporting of derivative and securities financing transactions, requirements either to mandatorily clear, or otherwise mitigate risks in relation to, over-the-counter derivative transactions (including through posting of collateral in respect of non-centrally cleared derivatives);
- the taxation of financial transactions;
- enhanced protection of personal data and cybersecurity requirements;
- enhanced disclosure requirements, for instance in the area of sustainable finance; and
- strengthening the powers of supervisory bodies, such as the French Prudential Supervision and Resolution Authority (the “ACPR”) and the creation of new authorities, including the adoption of the Single Resolution Mechanism (the SRM) in October 2013, which placed the BNP Paribas Group under the direct supervision of the ECB as of November 2014.

These measures may have a significant adverse impact. For example, the introduction of a required contribution to the Single Resolution Fund resulted in a substantial additional expense for the BNP Paribas Group (the Group made a €0.6 billion contribution to the Single Resolution Fund in 2019).

Measures relating to the banking sector could be further amended, expanded or strengthened. Moreover, additional measures could be adopted in other areas. It is impossible to predict what additional measures will be adopted and, given the complexity and continuing uncertainty of a certain number of these measures, to determine their impact on the BNP Paribas Group. The effect of these measures, whether already adopted or that may be adopted in the future, has been and could continue to be a decrease in the BNP Paribas Group’s ability to allocate its capital and capital resources to financing, limit its ability to diversify risks, reduce the availability of certain financing and liquidity resources, increase the cost of financing, increase the cost of compliance, increase the cost or reduce the demand for the products and services offered by the BNP Paribas Group, require the BNP Paribas Group to proceed with internal reorganizations, structural changes or reallocations, affect the ability of the BNP Paribas Group to carry on certain activities or to attract and/or retain talent and, more generally, affect its competitiveness and profitability, which could have an impact on its profitability, financial condition and operating results. For example, the European Banking Authority estimated, in a report published on August 5, 2019, that the implementation of the final Basel III agreement adopted by the Group of Central Bank Governors and Heads of Supervision (GHOS) on December 7, 2017 may result, under conservative assumptions, in an increase of the Tier 1 minimum required capital amount by 24.4% with respect to the June 2018 baseline, which would cause, for the 189 banks in the sample, a shortfall in total capital of €135.1 billion, of which €91.1 billion common equity Tier 1.

- The BNP Paribas Group is subject to extensive and evolving regulatory regimes in the jurisdictions in which it operates. The BNP Paribas Group faces the risk of changes in legislation or regulation in all of the countries in which it operates, including, but not limited to, the following:
- monetary, liquidity, interest rate and other policies of central banks and regulatory authorities;

- changes in government or regulatory policy that may significantly influence investor decisions, in particular in the markets in which the BNP Paribas Group operates;
- changes in regulatory requirements applicable to the financial industry, such as rules relating to applicable governance, remunerations, capital adequacy and liquidity frameworks, restrictions on activities considered as speculative and recovery and resolution frameworks;
- changes in securities regulations as well as in financial reporting, disclosure and market abuse regulations;
- changes in the regulation of certain types of transactions and investments, such as derivatives and securities financing transactions and money market funds;
- changes in the regulation of market infrastructures, such as trading venues, central counterparties, central securities depositories, and payment and settlement systems;
- changes in the regulation of payment services, crowdfunding and fintech;
- changes in the regulation of protection of personal data and cybersecurity;
- changes in tax legislation or the application thereof;
- changes in accounting norms;
- changes in rules and procedures relating to internal controls, risk management and compliance; and
- expropriation, nationalization, price controls, exchange controls, confiscation of assets and changes in legislation relating to foreign ownership.

These changes, the scope and implications of which are highly unpredictable, could substantially affect the BNP Paribas Group and have an adverse effect on its business, financial condition and results of operations. Some reforms not aimed specifically at financial institutions, such as measures relating to the funds industry or promoting technological innovation (such as open data projects), could facilitate the entry of new players in the financial services sector or otherwise affect the BNP Paribas Group's business model, competitiveness and profitability, which could in turn affect its financial condition and results of operations.

6.2. *The BNP Paribas Group may incur substantial fines and other administrative and criminal penalties for non-compliance with applicable laws and regulations, and may also incur losses in related (or unrelated) litigation with private parties*

The BNP Paribas Group is exposed to regulatory compliance risk, *i.e.* the failure to comply fully with the laws, regulations, codes of conduct, professional norms or recommendations applicable to the financial services industry. This risk is exacerbated by the adoption by different countries of multiple and occasionally diverging and even conflicting legal or regulatory requirements. Besides damage to the BNP Paribas Group's reputation and private rights of action (including class actions), non-compliance could lead to material legal proceedings, fines and expenses (including fines and expenses in excess of recorded provisions), public reprimand, enforced suspension of operations or, in extreme cases, withdrawal by the authorities of operating licenses. This risk is further exacerbated by continuously increasing regulatory scrutiny of financial institutions as well as substantial increases in the quantum of applicable fines and penalties. Moreover, litigation by private parties against financial institutions has substantially increased in recent years. Accordingly, the BNP Paribas Group faces significant legal risk in its operations, and the volume and amount of damages claimed in litigation, regulatory proceedings and other adversarial proceedings against financial services firms have substantially increased in recent years and may increase further. The BNP Paribas Group may record provisions in this respect as indicated in note 5.p to the consolidated financial statements for the year ended December 31, 2019 (*Provisions for contingencies and charges*).

In this respect, on June 30, 2014 the BNP Paribas Group entered into a series of agreements with, and was the subject of several orders issued by, U.S. federal and New York state government agencies and regulatory authorities in settlement of investigations into violations of U.S. laws and regulations regarding economic sanctions. The fines and penalties imposed on the BNP Paribas Group as part of this settlement included, among other things, the payment of monetary penalties amounting in the aggregate to USD 8.97 billion (€6.6 billion) and guilty pleas by BNP Paribas SA, the parent company of the BNP Paribas Group, to charges of having violated U.S. federal criminal law and New York State criminal law. Following this settlement, the BNP Paribas Group remains subject to increased scrutiny by regulatory authorities (including via the presence of an independent consultant within the BNP Paribas Group) who are monitoring its compliance with a remediation plan agreed with them.

The BNP Paribas Group is currently involved in various litigations and investigations as summarized in note 8.b *Contingent liabilities: legal proceedings and arbitration* to its consolidated financial statements for the period ended December 31, 2019. It may become involved in further such matters at any point. No assurance can be given that an adverse outcome in one or more of such matters would not have a material adverse effect on the BNP Paribas Group's operating results for any particular period.

6.3. *The BNP Paribas Group could experience an unfavorable change in circumstances, causing it to become subject to a resolution proceeding: BNP Paribas Group security holders could suffer losses as a result*

The BRRD, SRM Regulation and the Ordinance of August 20, 2015, as amended from time to time, confer upon the ACPR or the SRB the power to commence resolution proceedings for a banking institution, such as the BNP Paribas Group, with a view to ensure the continuity of critical functions, to avoid the risks of contagion and to recapitalize or restore the viability of the institution. These powers are to be implemented so that, subject to certain exceptions, losses are borne first by shareholders, then by holders of additional capital instruments qualifying as Tier 1 and Tier 2 (such as subordinated bonds), then by the holders of non-preferred senior debt and finally by the holders of senior preferred debt, all in accordance with the order of their claims in normal insolvency proceedings. For reference, the BNP Paribas Group's medium- to long-term wholesale financing at December 31, 2019 consisted of the following: €10 billion in hybrid Tier 1 debt, €18 billion in Tier 2 subordinated debt, €41 billion in senior unsecured non-preferred debt, €81 billion in senior unsecured preferred debt and €26 billion in senior secured debt.

Resolution authorities have broad powers to implement resolution measures with respect to institutions and groups subject to resolution proceedings, which may include (without limitation): the total or partial sale of the institution's business to a third party or a bridge institution, the separation of assets, the replacement or substitution of the institution as obligor in respect of debt instruments, the full or partial write-down of capital instruments, the dilution of capital instruments through the issuance of new equity, the full or partial write-down or conversion into equity of debt instruments, modifications to the terms of debt instruments (including altering the maturity and/or the amount of interest payable and/or imposing a temporary suspension on payments), discontinuing the listing and admission to trading of financial instruments, the dismissal of managers or the appointment of a special manager (*administrateur spécial*).

Certain powers, including the full or partial write-down of capital instruments, the dilution of capital instruments through the issuance of new equity, the full or partial write-down or conversion into equity of additional capital instruments qualifying as Tier 1 and Tier 2 (such as subordinated bonds), can also be exercised as a precautionary measure, outside of resolution proceedings and/or pursuant to the European Commission's State Aid framework if the institution requires exceptional public financial support.

The implementation of these tools and powers with respect to the BNP Paribas Group may result in significant structural changes to the BNP Paribas Group (including as a result of asset or business sales or the creation of bridge institutions) and in a partial or total write-down, modification or variation of claims of shareholders and creditors. Such powers may also result, after any transfer of all or part of the BNP Paribas Group's business or separation of any of its assets, in the holders of securities (even in the absence of any such write-down or conversion) being left as the creditors of the BNP Paribas Group whose remaining business or assets are insufficient to support the claims of all or any of the creditors of the Group.

See paragraph *Resolution documentation* in section 5.2 *Capital Management and capital adequacy* of the 2019 Universal Registration Document.

7. RISKS RELATED TO THE BNP PARIBAS GROUP'S GROWTH IN ITS CURRENT ENVIRONMENT

7.1. *Epidemics and pandemics, including the ongoing coronavirus (COVID-19) pandemic, and their economic consequences may adversely affect the Group's business, operations, results and financial condition*

Since emerging in China in December 2019 a novel strain of the coronavirus (COVID-19) became a pandemic and spread globally, with a high concentration of cases in several countries in which the Group operates. Both the pandemic and government measures taken in response (border closings, travel restrictions, lockdown measures...) have had and will continue to have a major impact, both direct and indirect, on economic activity and financial markets globally. In particular, the sharp slowdowns of the economies in many regions as well as the reduction in global trade and commerce more generally have had and are likely to continue to have severe negative

effects on global economic conditions as global production, investments, supply chains and consumer spending have been and continue to be affected.

In response to the adverse economic and market consequences of the pandemic, various governments and central banks have taken or announced measures to support the economy (loan guarantee schemes, tax payment deferrals, expanded unemployment coverage...) or to improve liquidity in the financial markets (increased asset purchases, funding facilities...). The Group has been channeling and continues to channel these measures to support customers in particular in the Domestic Markets' networks as well as through active participation in the French government loan guarantee program (retaining 10%-30% of the risk, depending on the borrower's size). No assurance can be given, however, that such measures will suffice to offset the negative effects of the pandemic on the economy regionally or globally, to mitigate regional or global recessions (which are now occurring or are generally forecast) or to stabilize financial markets fully and sustainably. The economic environment may well deteriorate further before beginning to improve.

The Group is exposed to risks from the pandemic and its economic and market consequences both due to its inherent general sensitivity, as a global financial institution, to macroeconomic and market conditions, as well as to specific implications, as described below.

The Group's results and financial condition could be adversely affected by reduced economic activity (including recessions) in its principal markets. The containment measures taken in several of the principal countries where the Group operates, in particular its domestic markets (France, Italy, Belgium & Luxembourg which collectively represent 43% of its total gross credit exposures as at December 31, 2019), have significantly reduced economic activity to recessionary levels and a substantial prolongation or reinstatement of such measures would have a similar effect. The Group's results are affected by such measures due to reduced revenues and to deteriorated asset quality both generally and in specific sectors that are particularly affected. The sectors most adversely affected to date include the travel and tourism sectors; the Group's exposure to the aircraft sector (airlines, lessors...) and to the tourism sector each represented approximately 1% of its total gross credit exposures as at December 31, 2019. The non-food retail sector has been affected by the lockdown measures; this sector represents slightly above 1% of the Group's total gross credit exposures as of December 31, 2019. The transport & storage (excluding shipping) sector, which represents approximately 3% of the Group's total gross credit exposures as of December 31, 2019, has been affected by the lockdown measures and the disruption in global trade. The oil and gas sector has been affected by a concomitant decrease in demand resulting from the pandemic and increase in supply due to the temporary unraveling of the OPEC/Russia production cooperation; this sector represented approximately 2.2% of the Group's total gross credit exposures as of December 31, 2019. The Group's results and financial condition could be adversely affected to the extent that the counterparties to whom it has exposure in these sectors (and more generally, to the extent the negative effect on credit quality is more widespread) could be materially and adversely affected, resulting in particular in an increase in the Group's cost of risk.

An immediate financial effect of the health crisis is the impact on the Group's cost of risk reflecting macroeconomic anticipations based on several scenarios, in accordance with the set-up existing prior to the health crisis. In application of this framework, macroeconomic scenarios and in particular GDP assumptions and forecasts are a key input in the calculation of the cost of risk, and the health crisis has led, among other things, to a weakening in GDP assumptions in many of our markets. The cost of risk calculation also incorporates the specific features of the dynamics of the health crisis on credit and counterparty risk and in particular the impact of lockdown measures on economic activity and the effects of government support measures and authorities' decisions. It finally includes an ex-ante sector component based on a review of several sensitive sectors (hotels, tourism and leisure; non-food retail (excluding home furnishings & e-commerce), transport & logistics, and oil & gas). All these elements contributed to the substantial increase in the Group's cost of risk in the first quarter of 2020, and could likewise contribute to continued high cost of risk in the next quarters, depending on macroeconomic scenarios and, in particular, the current uncertainties around the course of the pandemic and its economic consequences going forward. Moreover, the impact of the pandemic on the long-term prospects of businesses in the affected sectors and more generally is uncertain and may lead to significant charges on specific exposures, which may not be fully captured by modelling techniques. Finally, the Group's exposure to increased cost of risk could result from its participation in government-guaranteed loan programs (given its residual exposure) and the existence of forbearance periods limiting credit-protection measures (such as payment acceleration) under health emergency legislation in various markets.

The Group's results and financial condition could also be negatively affected by adverse trends in financial markets to the extent that the pandemic initially led in particular to extreme market conditions (market volatility spikes, sharp drop in equity markets, tension on spreads, specific asset markets on hold...), with market volatility continuing.

This situation has had and could continue to have an adverse impact on the Group's market activities, which accounted for 12% of its consolidated revenues in 2019, resulting in trading or other market-related losses, including additions to valuation reserves and counterparty risk provisions. This extreme market volatility has been and could continue to be increased by the decisions taken by authorities in particular in Europe, such as restrictions on short-selling and dividend distributions. Moreover, certain of the Group's investment portfolios (e.g. in its insurance subsidiaries) are accounted for on a mark to market basis and thus have been and could continue to be impacted by deteriorated market conditions.

Finally, the current health crisis could increase the probability and magnitude of various existing risks faced by the Group such as : i) pressure on revenues due in particular to (a) a further reduction in market interest rates and a likely prolongation of the low interest rate environment and (b) lower asset management inflows and hence revenues from fees and commissions; ii) increased risk of a ratings downgrade following the sector reviews announced by certain rating agencies; iii) deterioration in the Group's liquidity due to various factors including increased customer drawdowns and / or lower deposit balances and iv) higher risk weighted assets due to the deterioration of risk parameters hence affecting the Group's capital position.

Uncertainty as to the duration and extent of the pandemic's remaining course as well as the pace of emergence from lockdowns and loosening of mobility and other restrictions makes the overall impact on the economies of the Group's principal markets as well as the world economy difficult to predict. The extent to which the economic consequences of the pandemic will continue to affect the Group's results and financial condition will indeed depend largely on i) the timing and extent of a return to pre-pandemic lifestyles, business operations and economic interactions, (ii) the effects of the measures taken to date or future measures that may be taken by governments and central banks to attenuate the economic fallout of the pandemic and iii) the duration and extent of the pandemic's remaining course, including the prospect of additional waves and hence of a reinstatement of containment measures in the various markets where the Group operates. In addition, while central bank and government actions and support measures taken in response to the pandemic have to date and may well continue to help attenuate its adverse economic and market consequences, they have also issued and may issue additional restrictions or recommendations in respect of banks' actions (see in particular the recommendation issued by the European Central Bank on March 27, 2020). In particular they have limited and may continue to limit or seek to limit banks' flexibility in managing their business and taking action in relation to capital distribution and capital allocation. In this respect, the Bank announced on April 2, 2020 that its Board of Directors would propose to the annual shareholders' meeting to suspend the payment of the dividend originally proposed to be paid in respect of 2019 and to allocate the amount to reserves, with a potential decision to be taken after October 1, 2020 regarding a possible distribution of reserves to shareholders.

7.2. The BNP Paribas Group's failure to implement its strategic plan or to achieve its published financial objectives could affect the trading price of its securities

The BNP Paribas Group announced a strategic plan for the 2017-2020 period on February 7, 2017. This plan contemplates a number of initiatives, including the implementation of new customer pathways, the BNP Paribas Group's digital transformation, continuing to improve operating efficiency and various business development initiatives. The BNP Paribas Group closely monitors these initiatives. In its first quarter results publication on May 5, 2020, the Group provided new elements of outlook in terms of trends in revenues, operating expenses, cost of risk and net income attributable to the Group for 2020 in order to take into account the possible effects, which are subject to a high degree of uncertainty, of the health crisis which has caused a drastic revision of the 2020 macroeconomic scenario.

These financial objectives were established primarily for purposes of internal planning and allocation of resources, and are based on a number of assumptions with regard to business and economic conditions. The BNP Paribas Group's actual results could vary significantly from these objectives for a number of reasons, including the occurrence of one or more of the risk factors described elsewhere in this section, in particular due to the consequences of the health crisis, which has had and could continue to have major repercussions on the economic outlook and generate major shocks in the financial market. If the BNP Paribas Group does not achieve its objectives, its financial position and the trading price of its securities, as well as its financing costs, could be affected.

Additionally, the Group is pursuing an ambitious Corporate Social Responsibility (CSR) policy and is committed to making a positive impact on society with concrete achievements. At the end of 2019, BNP Paribas reaffirmed its ambition to be a global leader in sustainable finance. The Group is thus taking strong positions, as a founding member of the United Nations Principles for Responsible Banking, which commits it to align its strategy with the Paris Agreement and the Sustainable Development Goals (SDGs). Its objective in 2020 is to provide

€185 billion in financing to sectors contributing to the SDGs. It is enhancing its support for the energy and environmental transition by deciding, for example, to reduce its outstanding loans to thermal coal companies to zero by 2030 in the European Union and 2040 in the rest of the world, and by raising its target for supporting renewable energy development by €18 billion by 2021. These measures (and any future ones along similar lines) may in certain cases adversely affect the BNP Paribas Group's results in the relevant sectors.

7.3. *The BNP Paribas Group may experience difficulties integrating acquired companies and may be unable to realize the benefits expected from its acquisitions*

The BNP Paribas Group makes acquisitions on a regular basis. For example, the BNP Paribas Group's most recent major acquisition was of substantially all of the activities of Raiffeisen Bank Polska ("Core Bank") in Poland, which was completed on October 31, 2018; such activities were subsequently merged with BGZ BNP Paribas. Integrating acquired businesses is a long and complex process, which entailed, in 2019, the Group incurred €311 million in restructuring costs, the integration of Raiffeisen Bank Polska as well as the discontinuation or restructuring of certain businesses (in particular, BNP Paribas Suisse in 2019). Successful integration and the realization of synergies require, among other things, proper coordination of business development and marketing efforts, retention of key members of management, policies for effective recruitment and training as well as the ability to adapt information and computer systems. Any difficulties encountered in combining operations could result in higher integration costs and lower savings or revenues than expected. There will accordingly be uncertainty as to the extent to which anticipated synergies will be achieved and the timing of their realization. Moreover, the integration of the BNP Paribas Group's existing operations with those of the acquired operations could interfere with its respective businesses and divert management's attention from other aspects of the BNP Paribas Group's business, which could have a negative impact on the BNP Paribas Group's business and results. In some cases, moreover, disputes relating to acquisitions may have an adverse impact on the integration process or have other adverse consequences, including financial ones.

Although the BNP Paribas Group undertakes an in-depth analysis of the companies it plans to acquire, such analyses often cannot be complete or exhaustive. As a result, the BNP Paribas Group may increase its exposure to doubtful or troubled assets and incur greater risks as a result of its acquisitions, particularly in cases in which it was unable to conduct comprehensive due diligence prior to the acquisition.

See paragraph *Acquisitions and partnerships* in section 3.5 and section 8.5 *Investments* of the 2019 Universal Registration Document.

7.4. *The BNP Paribas Group's current environment may be affected by the intense competition amongst banking and non-banking operators, which could adversely affect the BNP Paribas Group's revenues and profitability*

Competition is intense in all of the BNP Paribas Group's primary business areas in France and the other countries in which it conducts a substantial portion of its business, including other European countries and the United States. Competition in the banking industry could intensify as a result of consolidation in the financial services area, as a result of the presence of new players in the payment and the financing services area or the development of crowdfunding platforms, as well as the continuing evolution of consumer habits in the banking sector. While the BNP Paribas Group has launched initiatives in these areas, such as the debut of Hello bank! and its acquisition of Nickel, competitors subject to less extensive regulatory requirements or to less strict capital requirements (e.g. debt funds, shadow banks), or benefiting from economies of scale, data synergies, technological innovation (e.g. internet and mobile operators, digital platforms, fintechs), or free access to customer financial data could be more competitive by offering lower prices and more innovative services to address the new needs of consumers. In addition, new payment systems and crypto-currencies, such as Bitcoin, and new technology that facilitate transaction processes, such as blockchain, have developed in recent years. While it is difficult to predict the effects of these emerging technologies as well as any applicable regulations, their use could nevertheless reduce the BNP Paribas Group's market share or secure investments that otherwise would have used technology used by more established financial institutions, such as the BNP Paribas Group. If the BNP Paribas Group is unable to respond to the competitive environment in France or in its other major markets by offering more attractive, innovative and profitable product and service solutions than those offered by current competitors or new entrants, it may lose market share in key areas of its business or incur losses on some or all of its activities. In addition, downturns in the economies of its principal markets could add to the competitive pressure, through, for example, increased price pressure and lower business volumes for the BNP Paribas Group and its competitors (the results of the BNP Paribas Group's various business lines in 2019 are described in the press release presenting the 2019 results, published on February 5, 2020). It is also possible that the imposition of

more stringent requirements (particularly capital requirements and business restrictions) on large or systemically significant financial institutions, could lead to distortions in competition in a manner adverse to large private-sector institutions such as the BNP Paribas Group.

7.5. *The BNP Paribas Group could experience business disruption and losses due to climate change risks such as transition risks, physical risks or liability risks*

The BNP Paribas Group is exposed to risks related to climate change, either directly through its own operations or indirectly through its financing and investment activities. There are two main types of risks related to climate change: (i) transition risks, which result from changes in the behaviour of economic and financial actors in response to the implementation of energy policies or technological changes; (ii) physical risks, which result from the direct impact of climate change on people and property through extreme weather events or long-term risks such as rising water levels or increasing temperatures. In addition, liability risks may arise from both categories of risk. They correspond to the damages that a legal entity would have to pay if it were found to be responsible for global warming. BNP Paribas is progressively integrating the assessment of these risks into its risk management system. The Group monitors these risks in the conduct of its business, in the conduct of its counterparties' business, and in its investments on its own behalf and on behalf of third parties. In this respect, the specific credit policies and the General Credit Policy have been enhanced since 2012 and 2014, respectively, with the addition of relevant clauses in terms of social and environmental responsibility. In addition, sector-specific policies and policies excluding certain environmental, social and governance (ESG) sectors from financing have also been put in place. In 2019, as part of the fight against climate change, the BNP Paribas Group made new commitments to reduce its exposure to thermal coal to zero by 2030 in the European Union and by 2040 for the rest of the world. By the end of 2015, BNP Paribas had already significantly strengthened its criteria for financing and investing in the coal sector, and in 2017, it was the first bank to announce the cessation of its financing activities for companies that derive most of their revenues from non-conventional hydrocarbons, measures that remain to date among the most advanced in the sector. These decisions are also reflected in the energy mix that the BNP Paribas Group finances. The BNP Paribas Group also supports its clients, both individuals and businesses, in their transition to a low-carbon economy. The BNP Paribas Group also aims to reduce the environmental footprint of its own operations. Despite the actions taken by the BNP Paribas Group to monitor risks and combat climate change, physical, transition or liability risks related to climate change could disrupt business or lead to losses.

See Commitment 3: *Systematic integration and management of Environmental, Social and Governance risks (ESG)* in Chapter 7.2 of the 2019 Universal Registration Document.

7.6. *Changes in certain holdings in credit or financial institutions could have an impact on the BNP Paribas Group's financial position*

Amounts below the thresholds for prudential capital deduction are assets subject to a risk-weight of 250%. These assets include: credit or financial institutions consolidated under the equity method within the prudential scope (excluding insurance); significant financial interest in credit or financial institutions in which the BNP Paribas Group holds a stake of more than 10%; and deferred tax assets that rely on future profitability and arise from temporary differences.

The risk-weighted assets subject to this type of risk amounted to €16 billion at December 31, 2019, or 2% of the total risk-weighted assets of the BNP Paribas Group.

RISKS RELATED TO THE NOTES

1. RISKS GENERALLY APPLICABLE TO AN INVESTMENT IN THE NOTES

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

Each potential investor in the Notes must make its own determination of the suitability of any such investment, with particular reference to its own investment objectives and experience, and any other factors which may be relevant to it in connection with such investment, either alone or with the help of a financial adviser. In particular, each potential investor should:

- have sufficient knowledge and experience to make a meaningful evaluation of the Notes, the merits and risks of investing in the Notes and the information contained or incorporated by reference in this prospectus supplement, the base prospectus or any applicable supplement;
- have access to, and knowledge of, appropriate analytical tools to evaluate, in the context of its particular financial situation and the investment(s) it is considering, an investment in the Notes and the impact the Notes will have on its overall investment portfolio;
- have sufficient financial resources and liquidity to bear all of the risks of an investment in the Notes;
- understand thoroughly the Terms and Conditions of the Notes and be familiar with the behavior of financial markets and of any financial variable which might have an impact on the return on the Notes; and
- be able to evaluate (either alone or with the help of a financial adviser) possible scenarios for economic, interest rate and other factors that may affect its investment and its ability to bear the applicable risks.

Prospective purchasers should also consult their own tax advisers as to the tax consequences of the purchase, ownership and disposition of Notes.

1.2. *The price at which you will be able to sell your Notes prior to maturity will depend on a number of factors, particularly in the case of Notes that have an Underlying Asset, and may be substantially less than the amount you had originally invested.*

If you wish to liquidate your investment in the Notes prior to maturity, your only alternative, in the absence of any repayment at the option of the holder provisions, would be to sell your Notes. At that time, there may be an illiquid market for Notes or no market at all. Even if you were able to sell your Notes, there are many factors outside of the Issuer's control that may affect their market value. The Issuer believes that the market value of your Notes will be affected by the volatility of any Underlying Asset, the level, value or price of any Underlying Asset at the time of the sale, changes in interest rates, the supply and demand of the Notes and a number of other factors. Some of these factors are interrelated in complex ways; as a result, the effect of any one factor may be offset or magnified by the effect of another factor.

The price, if any, at which you will be able to sell your Notes prior to maturity may be substantially less than the amount you originally invested depending upon, the level, value or price of any Underlying Asset at the time of the sale. The following paragraphs describe the manner in which the Issuer expects the market value of the Notes to be affected in the event of a change in a specific factor, assuming all other conditions remain constant.

Underlying Asset performance (if applicable). The Issuer expects that the market value of the Notes prior to maturity will depend on the current level (or in some cases, performance from the date on which the Notes price) of the Underlying Asset relative to its initial level, value or price. If you decide to sell your Notes prior to maturity when the current level, price or value of any Underlying Asset at the time of sale is favorable relative to its initial level, value or price, you may nonetheless receive substantially less than the amount that would be payable at maturity based on that level, value or price because of expectations that the level, value or price will continue to fluctuate until the final level, value or price is determined.

Volatility of the Underlying Asset (if applicable). Volatility is the term used to describe the size and frequency of market fluctuations. If the volatility of any Underlying Assets or their components increases or decreases, the market value of the Notes may be adversely affected.

Interest rates. The Issuer expects that the market value of the Notes will be affected by changes in interest rates. Interest rates also may affect the economy and, in turn, the value of the components of any Underlying Asset, which would affect the market value of the Notes.

Supply and demand for the Notes. The Issuer expects that the market value of the Notes will be affected by the supply of, and demand for, the Notes. In general, if the supply of the Notes decreases and/or the demand for the Notes increases, the market value of the Notes may increase. Alternatively, if the supply for the Notes increases and/or the demand in the Notes decreases, the market value of the Notes may be adversely affected. The supply of the Notes,

and therefore the market value of the Notes, may be affected by inventory positions held by BNPP Securities or any market maker.

Redemption/call rights. Either your right to redeem the Notes or the Issuer's right to call the Notes may affect the market value of the Notes. Generally, the grant of a redemption right to holders of Notes may enhance the market value of the Notes while a call right by the Issuer may adversely affect the market value of the Notes.

Our credit ratings, financial condition and results of operations. Actual or anticipated changes in the Issuer's and the Guarantor's current credit ratings, as well as the Issuer's financial condition or results of operations may significantly affect the market value of the Notes. However, because the return on the Notes is dependent upon factors in addition to the Issuer's and the Guarantor's ability to pay their obligations under the Notes (such as the current level, value or price of any Underlying Asset), an improvement in the Issuer's credit rating, financial condition or results of operations is not expected to have a positive effect on the market value of the Notes. These credit ratings relate only to the Issuer's and the Guarantor's creditworthiness, do not affect or enhance the performance of the Notes and are not indicative of the risks associated with the Notes or an investment in any Underlying Asset. A rating is not a recommendation to buy, sell or hold Notes and may be subject to suspension, change or withdrawal at any time.

Time remaining to maturity. A "time premium" results from expectations concerning the level, value or price of any Underlying Asset during the period prior to the maturity of the Notes. As the time remaining to the maturity of the Notes decreases, this time premium will likely decrease, potentially adversely affecting the market value of the Notes. As the time remaining to maturity decreases, the market value of the Notes may be less sensitive to the volatility in the components of the Underlying Asset.

Events affecting or involving any Underlying Asset, economic, financial, regulatory, geographic, judicial, political and other developments that affect the level, value or price of any Underlying Assets and their components, and real or anticipated changes in those factors, also may affect the market value of the Notes. For example, for Underlying Assets composed of equity securities, earnings results of a component of the Underlying Asset, and real or anticipated changes in those conditions or results, may affect the market value of the Notes.

Agent's commission and cost of hedging. The initial offering price of the Notes includes the agent's commission or discount, if any, and the cost of hedging the Issuer's obligations under the Notes. These costs may include the Issuer's or the Issuer's affiliates' expected cost of providing that hedge and the profit the Issuer expects to realize in consideration for assuming the risks inherent in providing that hedge. As a result, assuming no change in market conditions or any other relevant factors, the price, if any, in secondary market transactions will likely be lower than the original issue price, and could result in a substantial loss to you.

The effect of one of the factors specified above may offset some or all of any change in the market value of the Notes attributable to another factor.

1.3. *The Issuer, BNPP Securities, the Dealers and their respective Affiliates may have economic interests adverse to those of the holders of the Notes.*

The Issuer, BNPP Securities, the Dealers and their respective affiliates trade financial instruments related to any Reference Rate on a regular basis, for their accounts and for other accounts under their management. The Issuer, BNPP Securities, the Dealers and their respective affiliates may also issue or underwrite or assist unaffiliated entities in the issuance or underwriting of other securities or financial instruments with returns linked to any Reference Rate. To the extent that the Issuer, BNPP Securities, the Dealers and their respective affiliates serves as issuer, agent or underwriter for such securities or financial instruments, the interests of Issuer, BNPP Securities, the Dealers and their respective affiliates with respect to such products may be adverse to those of the holders of the Floating-Rate Notes and Resettable Notes.

Any of these trading activities could potentially affect any Reference Rate and, accordingly, could affect the value of the Floating Rate Notes and Resettable Notes and the amount of interest, if any, payable to you during the term of the Floating-Rate Notes and Resettable Notes.

In addition, the Issuer, BNPP Securities, the Dealers or their respective affiliates may produce and/or publish research reports, or otherwise express views, with respect to such investments or regarding expected rate movements.

The Issuer, BNPP Securities, the Dealers and their respective affiliates do not make any representation or warranty to any purchaser of a Floating Rate Note with respect to any matters whatsoever relating to such activities or future rate movements.

The Issuer, BNPP Securities, the Dealers and their respective affiliates expect to engage in hedging and trading activities related to any Reference Rate. The Issuer may have hedged its obligations under the Floating Rate Notes and Resettable Notes directly or through certain affiliates, and the Issuer or its affiliates would expect to make a profit on any such hedge. Because hedging the Issuer's obligations entails risk and may be influenced by market forces beyond the control of the Issuer or its affiliates, such hedging may result in a profit that is more or less than expected, or it may result in a loss. Although they are not expected to, these hedging activities may affect the level of the relevant Reference Rate, and may therefore affect the market value of the Floating Rate Notes and Resettable Notes. It is possible that the Issuer or its affiliates could receive substantial returns from these hedging activities while the market value of the Floating Rate Note and Resettable Notes declines.

The Issuer, BNPP Securities, the Dealers and their respective affiliates play a variety of roles in connection with the issuance of the Notes, including acting as Calculation Agent and possibly as Replacement Rate Determination Agent (if appointed) and any other relevant agent and hedging their obligations under the Notes. In performing these duties, the economic interests of the relevant agent and other affiliates of the Issuer or Lead Manager are potentially adverse to your interests as an investor in the Notes. The Calculation Agent will determine, among other things, the Reference Rate (and possibly an alternative to such reference rate in case the relevant benchmark is discontinued) on any interest determination date and rate of interest for each interest calculation period payable in respect of your Floating Rate Notes on each interest payment date, as such terms are described or defined in the applicable supplement. Further, the Issuer may also appoint a Replacement Rate Determination Agent (which may be the Issuer, an affiliate of the Issuer, the Calculation Agent or one of the Dealers) to determine a replacement benchmark, as well as any necessary changes to the business day convention, the definition of business day, the interest determination date, the day count fraction and any method for calculating the replacement rate, including any adjustment factor needed to make such replacement rate comparable to the relevant reference rate if a relevant reference rate is discontinued. In performing these duties, the relevant agent may have interests adverse to the interests of the holders of the Floating Rate Notes and Resettable Notes, which may affect your return on the Floating Rate Notes and Resettable Notes, particularly where BNP Paribas Securities, as the relevant agent, is entitled to exercise discretion.

Certain affiliates of the Issuer, BNPP Securities or the Dealers, may purchase some of the Notes for investment. Circumstances may occur in which the interests of the Issuer, BNPP Securities or another Dealer or one or more of their respective affiliates may be in conflict with your interests. In addition, if a substantial portion of the Notes held by affiliates of the Issuer, BNPP Securities or a Dealer were to be offered for sale in the secondary market, if any, following such an offering, the market price of the Notes may fall. The negative effect of such sales on the prices of the notes could be more pronounced if secondary trading in the notes is limited or illiquid.

1.4. Noteholders may be bound by the actions of other Noteholders.

The Terms and Conditions of the Notes contain provisions for calling meetings of Noteholders to consider matters affecting their interests generally. These provisions permit defined majorities to bind all Noteholders including Noteholders who did not attend and vote at the relevant meeting and Noteholders who voted in a manner contrary to the majority.

1.5. Investors located in the United States may encounter difficulties in enforcing their rights under the US securities laws.

The Issuer is a *société anonyme* duly organized and existing under the laws of France, and many of its assets are located in France. Many of its subsidiaries, legal representatives and executive officers and certain other parties named herein reside in France, and substantially all of the assets of these persons are located in France. As a result, it may not be possible, or it may be difficult, for a Noteholder or beneficial owner of the Notes located outside of France to effect service of process upon the Issuer or such persons in the home country of the Noteholder or beneficial owner or to enforce against the Issuer or such persons judgments obtained in non-French courts, including those judgments predicated upon the civil liability provisions of the U.S. federal or state securities laws.

1.6. *The Notes and the Notes Guarantees are not registered securities.*

The Notes and the Notes Guarantees are not registered under the Securities Act or under any state securities laws. The 3(a)(2) Notes are being offered pursuant to the registration exemption contained in Section 3(a)(2) of the Securities Act. The 144A Notes are being offered in reliance on the exemption from registration provided by Rule 144A under the Securities Act. In addition, Regulation S Notes may be offered outside the United States to non-U.S. persons pursuant to Regulation S under the Securities Act. Neither the SEC nor any state securities commission or regulatory authority has recommended or approved the Notes or the Notes Guarantees, nor has any such commission or regulatory authority reviewed or passed upon the accuracy or adequacy of this prospectus supplement, the base prospectus or any applicable supplement.

1.7. *The Notes are not insured by the FDIC.*

The Notes are not deposit liabilities of the Issuer and neither the Notes nor your investment in the Notes are insured by the FDIC or any other governmental agency of the United States, France or any other jurisdiction.

1.8. *The Notes are not insured against loss by any third parties.*

The Notes will be solely our obligations, and other than the Guarantor, no other entity will have any obligation, contingent or otherwise, to make any payments in respect of the Notes.

2. RISKS RELATING TO THE UNSECURED NATURE OF THE NOTES AND LIMITED COVENANTS OR OTHER NOTEHOLDER PROTECTIVE MEASURES

2.1. *The terms of the Notes contain very limited covenants and no negative pledge, and the Issuer is not prohibited from incurring additional debt.*

The Issuer is generally permitted to sell or otherwise dispose of any or substantially all of its assets to another corporation or other entity under the terms of the Notes. If the Issuer decides to dispose of a large amount of its assets, investors in the Notes will not be entitled to declare an acceleration of the maturity of the Notes, and those assets will no longer be available to support the Notes.

The Terms and Conditions of the Notes provide that there is no negative pledge in respect of the Notes. Accordingly, there are no restrictions in the Terms and Conditions of the Notes on the amount of debt that the Issuer may issue or guarantee that rank *pari passu*, with, or senior to, the Notes. In addition, the Issuer may pledge assets to secure other notes or debt instruments without granting an equivalent pledge or security interest and status to the Notes. An increase of the outstanding amount of such securities or other liabilities may if such outstanding amount were to exceed the assets of the Issuer materially reduce the amount recoverable by Noteholders upon liquidation of the Issuer and Noteholders could suffer loss of their entire investment if the Issuer were liquidated (whether voluntarily or not).

Finally, the Notes do not require the Issuer to comply with financial ratios or otherwise limit its ability or that of its subsidiaries or affiliates to incur additional debt, nor do they limit the Issuer's ability to use cash to make investments or acquisitions, or the ability of the Issuer or its subsidiaries or affiliates to pay dividends, repurchase shares or otherwise distribute cash to shareholders. Such actions could potentially affect the Issuer's ability to service its debt obligations, including the Notes.

2.2. *There are no events of default under the Notes.*

With respect to Senior Preferred Notes, unless otherwise specified in the applicable supplement, Senior Non Preferred Notes and Subordinated Notes, the Terms and Conditions do not provide for events of default allowing for the acceleration of the Notes if certain events occur. Accordingly, if the Issuer fails to meet any obligations under the Notes, including the payment of any interest, Holders will not be able to accelerate the payment of principal. Upon a payment default, the sole remedy available to holders of the Notes for recovery of amounts owing in respect of any payment of principal or interest on such 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. As a result, the value of the Notes and/or their liquidity in the secondary market could be negatively affected.

2.3. *The terms of the Notes include a waiver of any set-off rights.*

Unless otherwise specified in the applicable supplement, by subscribing or acquiring Notes, each Noteholder shall pursuant to Condition 2(c) of the Terms and Conditions of the Notes be deemed to have irrevocably waived any actual and potential right of or claim to deduction, set-off, netting, compensation, retention or counterclaim arising directly or indirectly under or in connection with any Note at any time (for the avoidance of doubt, both before and during any winding-up, liquidation or administration of the Issuer) to the fullest extent permitted by applicable law. As a result, a Noteholder which is also a debtor of the Issuer cannot set-off its payment obligation against any sum due to it by the Issuer under the Notes. This waiver of set-off could have an adverse impact on the counterparty risk for a Noteholder in the event that the Issuer were to become insolvent.

2.4. *Since the Notes are unsecured, your right to receive payments may be adversely affected.*

The Notes will be unsecured obligations of the Issuer. Each issue of 3(a)(2) Notes will be guaranteed by the Guarantor pursuant to the Notes Guarantee. The obligations under the Notes Guarantee will be unsecured and senior preferred obligations of the Guarantor, in the case of the Senior Preferred Guarantee, unsecured and senior non preferred obligations of the Guarantor, in the case of the Senior Non Preferred Guarantee, and unsecured and subordinated obligations of the Guarantor, in the case of the Subordinated Guarantee, as described in Condition 17 (*Notes Guarantees*). If the Issuer defaults on the Notes or if it becomes subject to events of bankruptcy, liquidation or reorganization, assets over which the Issuer have granted security interests will be used to satisfy the obligations under the secured debt before the Issuer can make payment on such Notes. As a result, there may only be limited assets available to make payments on such Notes in the event of an acceleration of such Notes.

3. RISKS RELATED TO AN INSOLVENCY OR RESOLUTION OF THE ISSUER

3.1. *The Notes and the Notes Guarantees may be subject to write-down, variation, suspension or conversion to equity either in the context of, or outside of, a resolution procedure applicable to the Issuer.*

Pursuant to the EU Bank Recovery and Resolution Directive (the “BRRD”), as transposed into French law and Regulation (EU) No 806/2014 of the European Parliament and of the Council of July 15, 2014 establishing uniform rules and a uniform procedure for the resolution of credit institutions and certain investment firms in the framework of a Single Resolution Mechanism and a Single Resolution Fund and amending Regulation (EU) No 1093/2010 (the “SRMR”), both amended from time to time, resolution authorities have the power to place the institution in resolution at the point at which the resolution authority determines that (i) the institution individually, or the group to which it belongs, is failing or likely to fail, (ii) there is no reasonable prospect that private action would prevent the failure and (iii) a resolution action is necessary in the public interest. If the institution is placed in resolution, resolution authorities have the power *inter alia* to ensure that capital instruments, such as Subordinated Notes, and non-excluded liabilities, including senior debt instruments, such as Senior Preferred Notes and Senior Non Preferred Notes, absorb losses of the issuing institution, through the write-down or conversion to equity of such instruments (the “Bail-In Tool”). The Bail-In Tool might also apply to a guarantee obligation such as the Notes Guarantees.

In addition, the BRRD and the SRMR provide that the resolution authorities must exercise the write-down of capital instruments or the conversion into Common Equity Tier 1 instruments of Additional Tier 1 instruments and Tier 2 instruments (such as the Subordinated Notes) if the institution has not yet been placed in resolution but any of the following conditions are met: (i) where the determination has been made that conditions for resolution have been met, before any resolution action is taken, (ii) the appropriate authority determines that unless that power is exercised in relation to the relevant capital instruments, the institution or the group will no longer be viable or (iii) extraordinary public financial support is required by the institution. The terms and conditions of the Notes contain provisions giving effect to the Bail-In Tool and (in the case of Subordinated Notes only) the write-down or conversion of capital instruments outside the placement in resolution. See “*Terms and Conditions of the Notes— Statutory Write-Down or Conversion*” in this prospectus supplement.

The use of (i) the Bail-In Tool and/or (ii) the write-down or conversion of capital instruments outside a placement in resolution (in the case of Subordinated Notes only) could result in the full or partial write-down or conversion to equity of the Notes and, potentially, the Notes Guarantees, or in a variation of the terms of the Notes or the Notes Guarantees which may result in Noteholders losing some or all of their investment. The exercise of any power under the BRRD and/or the SRMR as applied to the Issuer or any suggestion of such exercise could, therefore, materially adversely affect the rights of Holders, the price or value of their investment in the Notes and/or the ability of the Issuer to satisfy its obligations under the Notes. In addition, if the Issuer's financial condition deteriorates, the existence of (i) the Bail-In Tool and/or (ii) the write-down or conversion of capital instruments outside the placement in resolution (in the case of Subordinated Notes only) could cause the market value of the Notes to decline more rapidly than would be the case in the absence of such tools.

On November 23, 2016, the European Commission issued several legislative proposals proposing to amend a number of key EU banking directives and regulations, including CRD IV, CRR, BRRD and the SRMR. The legislative texts adopted on the basis of these proposals give, among other things, effect to the FSB TLAC Term Sheet and modify the requirements applicable to the "minimum requirement for own funds and eligible liabilities" ("MREL"). They also introduce a moratorium tool, i.e. the power to temporarily suspend payments or the entry into or performance of obligations, outside of insolvency or resolution proceedings.

The amended versions of the CRD and of the BRRD (the "BRDD II") must be implemented into national law by December 2020. The amended version of the CRR (the "CRR II") will take effect as from June 2021, with the exception of certain provisions that have already entered into effect or that will take effect through 2025. The amended version of the SRMR (the "SRMR II") will take effect as from December 28, 2020.

The implementation of the current texts, as amended, and their application to the Issuer or the taking of any action thereunder is currently uncertain and could materially affect the activity and financial condition of the Issuer and the value of the Notes. It is not yet possible to assess the full impact of the BRRD and the French law provisions implementing the BRRD on the Issuer and there can be no assurance that their implementation or the taking of any actions currently contemplated in it will not adversely affect the rights of the Holders, the price or value of their investment in the Notes and/or the ability of the Issuer to fully and timely satisfy its obligations under the Notes.

Finally, Noteholders may have only very limited rights to challenge and/or seek a suspension of any decision of the relevant resolution authority to exercise its resolution powers or to have that decision reviewed by a judicial or administrative process or otherwise.

For further information about the BRRD and/or the SRMR, the changes to them implemented by the EU Banking Package, and related matters, see "*Government Supervision and Regulation of credit institutions in France*" in this prospectus supplement.

3.2. *The rights of Noteholders may be limited under French insolvency law.*

Under French insolvency law, holders of debt securities issued by a French Company (such as the Issuer) are automatically grouped into a single assembly of holders (the "**Assembly**") in order to defend their common interests if a safeguard procedure (*procédure de sauvegarde*), accelerated safeguard procedure (*procédure de sauvegarde accélérée*), accelerated financial safeguard procedure (*procédure de sauvegarde financière accélérée*), or a judicial reorganisation procedure (*procédure de redressement judiciaire*) is commenced in France with respect to the Issuer.

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

The Assembly deliberates on the proposed safeguard plan (*projet de plan de sauvegarde*), proposed accelerated safeguard plan (*projet de plan de sauvegarde accélérée*), proposed accelerated financial safeguard plan

(*projet de plan de sauvegarde financière accélérée*) or proposed judicial reorganisation plan (*projet de plan de redressement*) applicable to the Issuer and may further agree to:

- partially or totally reschedule payments which are due and/or write-off debts and/or convert debts into equity (including with respect to amounts owed under the Notes); and/or
- establish an unequal treatment between holders of debt securities (including the Noteholders) as appropriate under the circumstances.

Decisions of the Assembly will be taken by a two-thirds majority (calculated as a proportion of the amount of debt securities held by the holders expressing a vote). No quorum is required to hold the Assembly.

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

For the avoidance of doubt, the provisions relating to the Meeting of Noteholders set out in the Condition 13 (*Meetings of Noteholders, Modifications and Waiver*) will not be applicable in these circumstances.

The Relevant Regulator must approve in advance the opening of any safeguard, judicial reorganisation or liquidation procedures. The procedures described above (as may be amended from time to time) could have an adverse impact on holders seeking repayment of the Notes in the event that the Issuer or its subsidiaries were to become insolvent. Any decisions taken by the Assembly or a class of creditor, as the case may be, could negatively impact the Noteholders and cause them to lose all or part of their investment, should they not be able to recover amounts due to them from the Issuer.

4. RISKS RELATED TO THE MARKET FOR THE NOTES AND CREDIT RATINGS

4.1. The Notes may not be listed on any securities exchange and there may not be any secondary market.

The Notes may not be listed on any securities exchange, and upon issuance, the Notes will not have an established trading market. The Issuer cannot assure you that a trading market for the Notes will develop or, if one develops, that it will be maintained. Even if there is a secondary market, it may not provide liquidity. A lack of liquidity for the Notes may mean that investors are not able to sell their Notes or may not be able to sell their Notes at a price equal to the price that they paid for them, and, consequently, investors may suffer a partial or total loss of the amount of their investments.

While the Issuer anticipates that the Issuer's affiliate, BNPP Securities, may make a market for the Notes, it is not required to do so. Since the Notes may not be listed on any securities exchange, if BNPP Securities were to cease acting as a market maker, it is likely that there would be no secondary market for the Notes. You therefore must be willing and able to hold the Notes until maturity.

4.2. The trading market for debt securities, including the Notes, may be volatile and may be adversely impacted by many events affecting the market perception of the Issuer's creditworthiness.

The trading price of the Notes is expected to be affected, in part, by investors' general appraisal of the creditworthiness of the Issuer. The Issuer's long-term credit ratings are A+ with a negative outlook (Standard & Poor's), Aa3 with a stable outlook (Moody's), AA- with a stable outlook (Fitch France) and AA (low) with a stable outlook (DBRS). A withdrawal of, or a reduction in, the rating accorded to outstanding debt securities of the Issuer by one of these or other rating agencies could materially and adversely affect the trading price of the Notes.

Ratings downgrades could occur as a result of, among other causes, changes in the ratings methodologies used by credit rating agencies. Changes in credit rating agencies' views of the level of implicit sovereign support for European banks and their groups are likely to lead to ratings downgrades. The Notes may be rated by credit rating

agencies, although the Issuer is under no obligation to ensure that the Notes are rated by any credit rating agency. Credit ratings may not reflect the potential impact of all risks related to structure, market, additional factors discussed in these risk factors and other factors that may affect the liquidity or trading price of the Notes.

The market for debt securities issued by banks (such as the Notes) is also influenced by economic and market conditions, interest rates, currency exchange rates and inflation rates in Europe and other industrialised countries and areas. There can be no assurance that events in France, Europe, the United States or elsewhere will not cause market volatility or that such volatility will not adversely affect the price of Notes or that economic and market conditions will not have any other adverse effect. Such factors may favourably or adversely affect the trading price of the Notes. The price at which a Noteholder will be able to sell the Notes may be at a discount, which could be substantial, from the issue price or the purchase price paid by such Noteholder and accordingly such Noteholder may suffer a significant financial loss.

4.3. Impact of certain built in costs on secondary market values.

The original issue price of the Notes may include an agent's commission and costs relating to hedging activities conducted by the Issuer, BNPP Securities, a Dealer or one or more of their affiliates. As such, the price, if any, at which you can sell the Notes in secondary market transactions will likely be lower than the original issue price, since the original issue price included, and secondary market prices are likely to exclude, the agent's commission that was accounted for with respect to the initial purchase of the Notes, as well as the cost of hedging activities conducted by the Issuer or one or more of its affiliates. Such hedging activities entail risks and may be influenced by market forces beyond the control of the Issuer or its affiliates and may result in hedging costs that are more or less than initially projected.

5. RISKS RELATED TO THE TAX TREATMENT OF AN INVESTMENT IN THE NOTES

5.1. Transactions on the Notes could be subject to a future European financial transaction tax.

On February 14, 2013, the European Commission published a proposal (the "**Commission's Proposal**") for a directive for a common financial transaction tax (the "**FTT**") in Belgium, Germany, Estonia, Greece, Spain, France, Italy, Austria, Portugal, Slovenia and Slovakia (the "**Participating Member States**") and which, if enacted, could apply under certain circumstances, to transactions involving the Notes. The issuance and subscription of Notes should be exempt. Estonia has officially announced its withdrawal from the negotiations.

The mechanism by which the tax would be applied and collected is not yet known, but if the proposed directive 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.

Following the lack of consensus in the negotiations on the Commission's Proposal, the Participating Member States (excluding Estonia which withdrew) have agreed to continue negotiations on a new proposal based on the French model of the tax which would only concern listed shares of EU companies whose market capitalization exceeds €1 billion as of December 1 of the year preceding the taxation year. According to this new proposal, the applicable tax rate would be at least 0.2%. Primary market transactions should be exempt. However, this new proposal could be subject to changes before any implementation, the timing of which remains uncertain.

Other Member States of the European Union may decide to join and/or certain of the Participating Member States (in addition to Estonia which already withdrew) may decide to withdraw.

Prospective holders of Notes are advised to seek their own professional advice in relation to the consequences of the FTT associated with subscribing for, purchasing, holding and disposing of the Notes.

5.2. Certain payments on Notes may be subject to U.S. withholding tax under Dividend Equivalent Withholding Rules and the U.S. Foreign Account Tax Compliance Rules.

The Foreign Account Tax Compliance Act ("**FATCA**") generally provides that withholding on certain "foreign passthru payments" (a term not yet defined) made on Notes may apply. With respect to Notes that are treated as "obligations" for purposes of FATCA, any such withholding would apply only to foreign passthru payments on

Notes issued or materially modified six months or more after Treasury regulations defining the term “foreign passthru payment” are published. In addition, any such withholding would only apply to foreign passthru payments made more than two years after such guidance is published. France has entered into an intergovernmental agreement with the United States, which could result in the imposition of additional withholding and reporting requirements under French law.

In addition, a 30% withholding tax will be imposed on “dividend equivalent” payments on certain equity-linked instruments (“**specified ELIs**”) that make payments that are contingent upon or determined by reference to the payment of a dividend from sources within the United States. If a Note were a specified ELI, a non-United States holder generally would be subject to withholding on certain payments on such a Note, which may include coupon payments, payments of principal at final maturity or proceeds from the sale or disposition of the Note, regardless of whether the payment is by its terms determined by reference to a U.S. source dividend. A non-United States holder would not be entitled to additional amounts with respect to amounts so withheld. See “*Taxation—United States Federal Income Taxation—Non-United States Holders*” for a more detailed discussion of these rules.

5.3. The material U.S. federal income tax consequences of an investment in some types of Notes are uncertain.

There is no direct legal authority as to the proper tax treatment of some types of Notes, and therefore significant aspects of the tax treatment of some types of Notes are uncertain, as to both the timing and character of any inclusion in income in respect of your Note.

The applicable pricing supplement will provide further information as to the tax treatment of the Issuer’s Notes. The Issuer urges you to consult your tax advisor as to the tax consequences of your investment in a Note. For a more complete discussion of the U.S. federal income tax consequences of your investment in a Note, please see the discussion under “*Taxation—United States Federal Income Taxation.*”

6. RISKS RELATED TO THE STRUCTURE OR FEATURES OF A SPECIFIC CATEGORY OF NOTES

6.1. Risks related to the ranking and regulatory qualification of a particular issue of Notes

6.1.1. The Subordinated Notes are subordinated obligations and are junior to certain obligations.

The Issuer’s obligations under the Subordinated Notes are unsecured and subordinated and will rank junior in priority of payment to unsubordinated creditors (including depositors) of the Issuer.

If any judgment is rendered by any competent court declaring the judicial liquidation (*liquidation judiciaire*) of the Issuer or if the Issuer is liquidated for any other reason, the payment obligations of the Issuer under the Subordinated Notes will be subordinated to the payment in full of the unsubordinated creditors of the Issuer and, as from the Existing Subordinated Notes Redemption Event, to the Eligible Creditors of the Issuer. In the event of incomplete payment of unsubordinated creditors on the liquidation of the Issuer, the obligations of the Issuer in connection with the Subordinated Notes will be terminated by operation of law. There is a substantial risk that investors in subordinated notes such as the Subordinated Notes will lose all or some of their investment should the Issuer become insolvent.

6.1.2. The Senior Non Preferred Notes are senior non preferred obligations and are junior to certain obligations.

The Issuer’s obligations under the Senior Non Preferred Notes constitute senior non preferred obligations within the meaning of Articles L.613-30-3-I-4° and R.613-28 of the French Monetary and Financial Code. While the Senior Non Preferred Notes by their terms are expressed to be direct, unconditional, unsecured and senior (*chirographaires*) obligations of the Issuer, they nonetheless rank junior in priority of payment to senior obligations (including Senior Preferred Obligations) of the Issuer in case of judicial liquidation. The Issuer’s senior obligations include all of its deposit obligations, its obligations in respect of derivatives and other financial contracts, its senior debt securities outstanding as of the date of entry into force of Article L.613-30-3-I-4° of the French Monetary and Financial Code and all senior debt securities issued thereafter that are not expressed to be senior non preferred obligations within the meaning of Articles L.613-30-3-I-4° and R.613-28 of the French Monetary and Financial Code

(including Senior Preferred Notes of the Issuer). In this respect, see “—*The terms of the Notes contain very limited covenants and no negative pledge, and the Issuer is not prohibited from incurring additional debt*”.

In addition, if the Issuer enters into resolution, its eligible liabilities (including the Senior Non Preferred Notes) will be subject to bail-in, meaning potential write-down or conversion into equity securities or other instruments, in the order of priority that would apply in judicial liquidation proceedings. Because senior non preferred obligations such as the Senior Non Preferred Notes rank junior to senior preferred obligations, the Senior Non Preferred Notes would be written down or converted in full before any of the Issuer’s senior preferred obligations (including any Senior Preferred Notes and any senior notes issued prior to the date of entry into force of Article L.613-30-3-I-4° of the French Monetary and Financial Code) are written down or converted. See “—*The Notes and the Notes Guarantees may be subject to write-down, variation, suspension or conversion to equity either in the context of, or outside of, a resolution procedure applicable to the Issuer*”.

As a consequence, holders of the Senior Non Preferred Notes bear significantly more risk than holders of senior preferred obligations (such as the Senior Preferred Notes), and could lose all or a significant part of their investments if the Issuer were to enter into resolution or judicial liquidation proceedings.

6.1.3. The qualification of the Senior Non Preferred Notes as MREL and TLAC is subject to uncertainty.

The Senior Non Preferred Notes are intended, for regulatory purposes, to qualify as MREL/TLAC-eligible instruments under the applicable MREL and TLAC regulations. However, there is uncertainty regarding the implementation and interpretation of the applicable MREL/TLAC regulations, and the Issuer cannot provide any assurance that the Senior Non Preferred Notes will be or remain MREL/TLAC-eligible instruments.

“MREL” refers to the “minimum requirement for own funds and eligible liabilities” for banking institutions under the BRRD, set in accordance with Article 45 of the BRRD (as transposed in Article L.613-44 of the French Monetary and Financial Code) and Article 12 of the SRMR, and Commission Delegated Regulation (EU) 2016/1450 of May 23, 2016, or any successor requirement, and in particular arising from the BRRD II (or any provision of French law implementing such Directive), the SRMR II and the CRR II.

“TLAC” refers to “total loss-absorbing capacity,” a concept under which global systemically important banks (“G-SIBs”), such as the BNP Paribas Group, are expected to be required to maintain a minimum amount of TLAC-eligible instruments that rank junior to certain priority liabilities (including deposits and derivatives). The TLAC concept is set forth in a term sheet published by the Financial Stability Board on November 9, 2015 (the “FSB TLAC Term Sheet”). The BRRD II and the CRR II give effect, among other things, to the FSB TLAC Term sheet and modify the requirements applicable to MREL.

Because of the uncertainty surrounding the interpretation of the European texts implementing the TLAC and modifying accordingly the MREL, and the substance and interpretation of the French laws and regulations implementing those legislative texts, the Issuer cannot provide any assurance that the Senior Non Preferred Notes will ultimately qualify as MREL/TLAC-eligible instruments pursuant to applicable MREL/TLAC regulations. If they do not qualify as MREL/TLAC-eligible instruments (or if they initially qualify and subsequently become ineligible due to a change in applicable MREL/TLAC regulations), then a MREL/TLAC Disqualification Event or a MREL/TLAC Criteria Event (if specified as applicable in the applicable supplement) will occur, with the consequences indicated in the risk factors entitled “—*The Senior Non Preferred Notes may be subject to substitution and variation without Noteholder consent*,” “—*The ranking of Senior Non Preferred Notes may change to Senior Preferred Notes without Noteholder consent*” and “—*The Senior Non Preferred Notes may be redeemed at the option of the Issuer upon the occurrence of a MREL/TLAC Disqualification Event or a MREL/TLAC Criteria Event*.”

6.1.4. The Senior Non Preferred Notes may be subject to substitution and variation without Noteholder consent.

Subject as provided in Condition 5(n) (*Substitution and Variation of Senior Non Preferred Notes*), if a MREL/TLAC Disqualification Event has occurred and is continuing, the Issuer may, at its option, substitute all (but not some only) of the relevant Series of Senior Non Preferred Notes or vary the terms of all (but not some only) of the relevant Series of Senior Non Preferred Notes without any requirement for the consent or approval of the Noteholders, so that they become or remain Qualifying Notes. While Qualifying Notes generally must contain terms that are at least

as favorable to Noteholders as the original terms of the Senior Non Preferred Notes, there can be no assurance that the terms of any Qualifying Notes will be viewed by the market as equally favorable, or that the Qualifying Notes will trade at prices that are equal to the prices at which the Senior Non Preferred Notes would have traded on the basis of their original terms.

Such substitution or modification will be effected without any cost or charge to the Noteholders. It may have adverse tax consequences for Noteholders; the Issuer will not, however, be required to take into consideration the potential tax consequences of any such substitution, variation or other action for individual Noteholders in deciding to implement any such action. No Noteholder shall be entitled to any indemnification or payment from the Calculation Agent, the Issuer, or any other person in respect of any tax consequence of any such substitution, variation or other action.

6.1.5. The ranking of Senior Non Preferred Notes may change to Senior Preferred Notes without Noteholder consent.

In accordance with the Terms and Conditions of the Notes, if specified as applicable in the applicable supplement and a MREL/TLAC Criteria Event (as defined in Condition 5(o) (*Variation of ranking following a MREL/TLAC Criteria Event*)) has occurred and is continuing in respect of a Series of Senior Non Preferred Notes, the Fiscal and Paying Agent and the Issuer may agree, subject to the prior approval of the Relevant Regulator (to the extent required), without the consent of the Noteholders to (i) vary the ranking of such Series of Senior Non Preferred Notes to Senior Preferred Notes or (ii) substitute all (but not some only) of such Series of Senior Non Preferred Notes for Senior Preferred Notes on substantially similar terms to those of the relevant Series of Senior Non Preferred Notes (and not otherwise materially less favorable to the Noteholders), except for the ranking of such Series of Senior Non Preferred Notes.

Noteholders should carefully consider the possibility that the ranking of Senior Non Preferred Notes may be changed without their consent before investing in Senior Non Preferred Notes.

6.2. Risks related to early redemption of the Notes

6.2.1. The Issuer may choose to redeem the Notes when prevailing interest rates are relatively low.

If the Notes will be redeemable at the Issuer's option and bear interest, the Issuer may choose to redeem the Notes from time to time, especially when prevailing interest rates are lower than the interest rate of the Notes. If prevailing rates are lower at the time of redemption, holders would not be able to reinvest the redemption proceeds in a comparable security at an effective interest rate as high as the interest rate on the Notes being redeemed. The Issuer's redemption right also may adversely impact any holder's ability to sell its Notes as the optional redemption date or period approaches.

6.2.2. The Issuer is not required to redeem the Notes in the case of a Gross-up Event.

There is uncertainty as to whether gross-up obligations in general, including those under the terms and conditions of the Notes, are enforceable under French law. If any payment obligations under the Notes, including the obligations to pay additional amounts under Condition 6 (*Taxation*) below, are held illegal or unenforceable under French law, the Issuer will have the right, but not the obligation, to redeem the Notes. Accordingly, if the Issuer does not redeem the Notes upon the occurrence of a Gross-up Event, holders of Notes may receive less than the full amount due, and the market value of such Notes will be adversely affected.

6.2.3. An early redemption of Notes may have an adverse economic effect on Noteholders.

The Early Redemption Amount payable in circumstances where the Notes are to be redeemed prior to the Maturity Date is specific to each relevant Early Redemption Event, as specified in the applicable supplement. For a given issue, the Calculation Method may vary for each Early Redemption Event and may not take into account (including for structured Notes with underlying reference(s)) the potential return on the performance of such underlying reference(s).

6.2.4. *The Subordinated Notes are subject to early redemption upon the occurrence of certain events.*

Subject as provided herein, in particular to the provisions of Condition 5(m) (*Conditions to Redemption of Subordinated Notes Prior to Maturity Date*) included in this prospectus supplement, the Issuer may, at its option (subject to approval by the Relevant Regulator), redeem all, but not some only, of the Subordinated Notes at any time at their outstanding principal amount plus accrued and unpaid interest, upon the occurrence of a Capital Event, Withholding Tax Event, Gross-Up Event or Tax Deduction Event (each a “**Special Event**”).

The early redemption feature upon the occurrence of a Special Event may affect the market value of the Subordinated Notes. During any period when the Issuer may elect to redeem the Subordinated Notes, the market value of the Subordinated Notes generally will not rise substantially above the price at which they can be redeemed.

In addition, holders will not receive a make-whole amount or any other compensation in the case of an early redemption of Subordinated Notes. If the Issuer redeems the Subordinated Notes in any of the circumstances mentioned above, there is a risk that the Subordinated Notes may be redeemed at times when the redemption proceeds are less than the current market value of the Subordinated Notes or when prevailing interest rates may be relatively low, in which latter case holders may only be able to reinvest the redemption proceeds in securities with a lower yield. Potential investors should consider reinvestment risk in light of other investments available at that time.

6.2.5. *The Senior Preferred Notes may be redeemed at the option of the Issuer upon the occurrence of a Benchmark Transition Event.*

The Issuer may, subject to the prior approval of the Relevant Regulator (to the extent required) and if specified as applicable in the applicable supplement, redeem a Series of Senior Preferred Notes in whole, but not in part, at the applicable Early Redemption Amount, together with interest accrued to the date fixed for redemption, upon the occurrence of a Benchmark Transition Event.

The early redemption feature upon the occurrence of a Benchmark Transition Event may affect the market value of the Senior Preferred Notes. During any period when the Issuer may elect to redeem the Senior Preferred Notes, the market value of the Senior Preferred Notes generally will not rise substantially above the price at which they can be redeemed.

In addition, holders will not receive a make-whole amount or any other compensation in the case of an early redemption of Senior Preferred Notes. If the Issuer redeems the Senior Preferred Notes in any of the circumstances mentioned above, there is a risk that the Senior Preferred Notes may be redeemed at times when the redemption proceeds are less than the current market value of the Senior Preferred Notes or when prevailing interest rates may be relatively low, in which latter case holders may only be able to reinvest the redemption proceeds in securities with a lower yield. Potential investors should consider reinvestment risk in light of other investments available at that time.

6.2.6. *The Senior Non Preferred Notes may be redeemed at the option of the Issuer upon the occurrence of a MREL/TLAC Disqualification Event or a MREL/TLAC Criteria Event.*

The Issuer may, subject to the prior approval of the Relevant Regulator (to the extent required), redeem a Series of Senior Non Preferred Notes in whole, but not in part, at the applicable Early Redemption Amount, together with interest accrued to the date fixed for redemption, upon the occurrence of a MREL/TLAC Disqualification Event or (if specified as applicable in the applicable supplement) a MREL/TLAC Criteria Event.

The early redemption feature upon the occurrence of a MREL/TLAC Disqualification Event or (if specified as applicable in the applicable supplement) a MREL/TLAC Criteria Event may affect the market value of the Senior Non Preferred Notes. During any period when the Issuer may elect to redeem the Senior Non Preferred Notes, the market value of the Senior Non Preferred Notes generally will not rise substantially above the price at which they can be redeemed.

In addition, holders will not receive a make-whole amount or any other compensation in the case of an early redemption of Senior Non Preferred Notes. If the Issuer redeems the Senior Non Preferred Notes in any of the circumstances mentioned above, there is a risk that the Senior Non Preferred Notes may be redeemed at times when the redemption proceeds are less than the current market value of the Senior Non Preferred Notes or when prevailing

interest rates may be relatively low, in which latter case holders may only be able to reinvest the redemption proceeds in securities with a lower yield. Potential investors should consider reinvestment risk in light of other investments available at that time.

6.2.7. *The risks associated with Senior Preferred to Senior Non Preferred Notes will increase after the Optional Conversion Date or the Automatic Conversion Date, as the case may be.*

If the Notes are Senior Preferred to Senior Non Preferred Notes (optional conversion) or Senior Preferred to Senior Non Preferred Notes (automatic conversion), the Notes will upon issue be Senior Preferred Notes but will automatically be converted into Senior Non Preferred Notes on the date set out in the applicable supplement or the Issuer may elect to convert the Notes into Senior Non Preferred Notes. Notice will not be given to Noteholders on such automatic conversion date.

Potential investors should be aware that upon conversion these Notes will bear increased risks compared to Senior Preferred Notes, see “—*The Senior Non Preferred Notes are senior Non Preferred obligations and are junior to certain obligations*”.

6.3. Risks related to the interest rate applicable to the Notes

6.3.1. *Changes in the method by which LIBOR, EURIBOR, SOFR or other benchmarks are determined, or the discontinuation of any benchmark, may adversely affect the rate of interest on or value of Floating-Rate Notes and Resetable Notes.*

The rate of interest on the Floating Rate or Resetable Notes may be calculated on the basis of the London inter-bank offered rate (“LIBOR”), the Euro zone inter-bank offered rate (“EURIBOR”), the Secured Overnight Funding Rate (“SOFR”) or any other reference rate specified in the applicable supplement (any such reference rate, a “Benchmark”), or by reference to a swap rate that is itself based on a Benchmark (such as the Mid-Swap Rate which is based on LIBOR). Such Notes include the Floating-Rate Notes and the Resetable Notes (collectively, the “Benchmark Notes”). Accordingly, changes in the method by which any Benchmark is calculated or the discontinuation of any Benchmark may impact the rate of interest applicable to Benchmark Notes bearing interest on the basis of such Benchmark, and thus their value. See “—*SOFR is a relatively new market index that may be used as a reference rate for Benchmark Notes and, as the related market continues to develop, there may be an adverse effect on the return on or value of the Notes.*”

LIBOR, EURIBOR and other Benchmarks are subject to ongoing national and international regulatory reforms. Some of these reforms are already effective while others are pending. Following the implementation of any such reforms, the manner of the administration or determination of such Benchmarks may change with the result that they may perform differently than in the past, or their calculation method may be revised, or they could be eliminated entirely. More broadly, any international or national reforms, or the generally increased regulatory scrutiny of Benchmarks, could increase the cost and risks of administering or otherwise participating in the setting of such Benchmarks and complying with any such regulations or requirements.

In June 2016, the European Union adopted a Regulation (the “Benchmark Regulation”) on indices (such as LIBOR) used in the European Union as benchmarks in financial contracts. It provides, among other things, that administrators of benchmarks in the European Union (such as ICE Benchmark Administration Limited and the European Money Market Institute, which currently administer LIBOR and EURIBOR, respectively) generally must be authorized by or registered with regulators, and that they must comply with a code of conduct designed primarily to ensure reliability of input data, governing issues such as conflicts of interest, internal controls and benchmark methodologies. The Benchmark Regulation could have a material impact on the value of and return on Benchmark Notes, in particular, if the terms of any applicable Benchmark are changed in order to comply with the requirements of the Benchmark Regulation.

Following the withdrawal of the United Kingdom from the European Union on January 31, 2020, Benchmark administrators in the United Kingdom are required to comply with the Benchmark Regulation during the transition period instituted by the Withdrawal Agreement and ending on December 31, 2020 (unless extended) and will also be required to comply with U.K. national requirements. U.K. national requirements may have a particularly significant impact on the calculation of LIBOR (or whether LIBOR continues to exist as a Benchmark). On July 27, 2017, the U.K. Financial Conduct Authority (the “FCA”) announced that it will no longer persuade or compel banks to submit

rates for the calculation of the LIBOR benchmark after 2021. The FCA and other regulators have stated publicly that the continuation of LIBOR cannot and will not be guaranteed after 2021.

It is not possible to predict the effect of any reforms to LIBOR, EURIBOR or any other Benchmark or whether LIBOR will in fact be discontinued after 2021. Changes in the methods pursuant to which LIBOR, EURIBOR or any other applicable Benchmark is determined, or the announcement that a Benchmark will be replaced with a successor or alternative rate, could result in a sudden or prolonged increase or decrease in the reported values of such Benchmark or its successor or alternative rate, increased volatility or other effects. If this were to occur, the rate of interest on and the trading value of the Benchmark Notes could be adversely affected.

6.3.2. *If LIBOR, EURIBOR, SOFR or any other Benchmark is discontinued, the rate of interest on the affected Benchmark Notes will be changed in ways that may be adverse to holders of such Notes, without any requirement that the consent of such holders be obtained.*

Pursuant to the terms and conditions of any Benchmark Notes, if, with respect to Resettable Notes only, the Issuer or the Calculation Agent determines at any time that the relevant Benchmark that constitutes the reference rate for such Notes has been discontinued, or if the Issuer determines that a Benchmark Transition Event and the related Benchmark Transition Replacement Date have occurred, the Issuer will appoint a Replacement Rate Determination Agent which will determine the Benchmark Replacement.

The Benchmark Replacement may have no or very limited trading history and accordingly its general evolution and/or interaction with other relevant market forces or elements may be difficult to determine or measure. In addition, given the uncertainty concerning the availability of a replacement rate and the involvement of an agent, the fallback provisions may not operate as intended at the relevant time and the replacement rate may perform differently from the discontinued Benchmark. For example, under the Benchmark Replacement provisions, LIBOR, which generally has a term of one, three or six months and is based on interbank lending rates, would be replaced in the first instance with term SOFR. See “—*SOFR differs fundamentally from, and may not be a comparable substitute for, LIBOR.*” and “—*Any failure of SOFR to gain market acceptance could adversely affect holders of the SOFR-Linked Notes.*”

An adjustment factor will be needed to account for the basis difference between SOFR (or any successor rate) and LIBOR. There is no market-accepted adjustment factor as of the date of this prospectus supplement. The Issuer, an affiliate of the Issuer, or an agent designated by the Issuer will determine this adjustment factor without any requirement to obtain the consent of Noteholders. There can be no assurance that any adjustment factor applied to any Series of Notes will produce the same result as would the continued use of LIBOR.

In certain circumstances, if the Replacement Rate Determination Agent is unable to determine an appropriate replacement rate for any Benchmark, the ultimate fallback of interest for a particular Interest Period or Reset Period may result in the rate of interest for the immediately preceding Interest Period or Reset Period, as the case may be, being used. If the relevant agent is unable to determine an appropriate replacement rate for any Benchmark, then the rate of interest on the affected Benchmark Notes will not be changed. The Terms and Conditions of the Benchmark Notes provide that, if it is not possible to determine a value for a given Benchmark, the relevant interest rate on such Benchmark Notes will be the last available setting of such Benchmark plus or minus if applicable and, as indicated in the applicable supplement, the margin, if any, effectively converting such Benchmark Notes into fixed rate obligations. Certain reference rates may also provide for other fallbacks, such as consulting reference banks for rate quotations, which may prove to be unworkable if the reference banks decline to provide such quotations for a sustained period of time (or at all).

Even if the Replacement Rate Determination Agent is able to determine an appropriate replacement rate for any Benchmark, if the replacement of the Benchmark with the replacement rate would result in all or part of the aggregate outstanding nominal amount of such Series of Notes to be excluded from the eligible liabilities available to meet the MREL/TLAC Requirements (however called or defined by then – applicable regulations) and/or, in the case of Subordinated Notes, all or part of the aggregate outstanding nominal amount of Notes to be excluded from the own funds of the Group or reclassified as a lower quality form of own funds of the Group, the Issuer may decide not to change the rate of interest but instead to fix such rate of interest on the basis of the last available quotation of the Benchmark. This could occur if, for example, the switch to the replacement rate would create an incentive to redeem

the relevant Notes that would be inconsistent with the relevant requirements necessary to maintain the regulatory status of the Notes. This mechanism will result in the Notes being effectively converted to fixed rate instruments.

The Terms and Conditions may require the exercise of discretion by the Issuer, the Calculation Agent or the Replacement Rate Determination Agent, as the case may be, and the making of potentially subjective judgments (including as to the occurrence or not of any events which may trigger amendments to the Terms and Conditions) and/or the amendment of the Terms and Conditions without the consent of holders. See “—*We or an affiliate of ours will or could have authority to make determinations and elections that could affect the return on, value of and market for the Notes*”.

Investors should also consult their own independent advisers and make their own assessment about the potential risks imposed by the Benchmark Regulation or other reforms and/or possible cessation or reform of certain reference rates. Investors holding such Notes might incur costs from unwinding hedges. Moreover, in a rising interest rate environment, holders of such Notes will not benefit from any increase in rates. The trading value of the Notes could as a consequence be adversely affected.

6.3.3. The implementation of Benchmark Replacement Conforming Changes could adversely affect holders of the Notes.

Under the benchmark transition provisions applicable to Benchmark Notes, if a particular Benchmark Replacement or Benchmark Replacement Adjustment cannot be determined, then the next-available Benchmark Replacement or Benchmark Replacement Adjustment will apply. These replacement rates and adjustments may be selected or formulated by (i) the Relevant Governmental Body (as defined in “Terms and Conditions of the Notes”), (ii) ISDA or (iii) in certain circumstances, us and/or the Replacement Rate Determination Agent.

In addition, the benchmark transition provisions related to the Notes expressly authorize us to make certain changes, which are defined in the terms of such Notes as “Benchmark Replacement Conforming Changes,” with respect to, among other things, the determination of interest periods, interest reset periods and interest reset dates, and the timing and frequency of determining rates and making payments of interest. The application of a Benchmark Replacement and Benchmark Replacement Adjustment, and any implementation of Benchmark Replacement Conforming Changes, could result in adverse consequences to the amount of interest payable on the Notes during the interest period, which could adversely affect the yield on, value of and market for the Notes. Further, there is no assurance that the characteristics of any Benchmark Replacement will be similar to the then-current benchmark that it is replacing, or that any Benchmark Replacement will produce the economic equivalent of the then-current benchmark that it is replacing.

6.3.4. We or an affiliate of ours will or could have authority to make determinations and elections that could affect the return on, value of and market for the Notes.

Under the terms of the Notes, we may make certain determinations, decisions and elections with respect to the interest rate on the Notes during the floating rate period, including any determination, decision or election required to be made by the Calculation Agent that the Calculation Agent fails to make. We will make any such determination, decision or election in our sole discretion, and any such determination, decision or election that we make could affect the amount of interest payable on the Notes during the floating rate period. For example, in particular for the SOFR-Linked Notes, we are expressly authorized to determine and implement Three-Month Term SOFR Conventions in order to reflect the use of Three-Month Term SOFR as the benchmark for the floating rate period. In addition, if we determine that a Benchmark Transition Event and its related Benchmark Replacement Date have occurred, then we or an affiliate of ours may determine, among other things, the Benchmark Replacement Conforming Changes. One of our affiliates will act as the initial Calculation Agent and we cannot assure you that we will appoint an independent third-party calculation agent at any time. Any exercise of discretion by us, or an affiliate of ours, under the terms of the Notes, including, without limitation, any discretion exercised by us or by an affiliate acting as calculation agent, could present a conflict of interest. In making the required determinations, decisions and elections, we or an affiliate of ours acting as calculation agent may have economic interests that are adverse to the interest of the holders of the Notes, and those determinations, decisions or elections could have a material adverse effect on the return on, value of and market for the Notes. All determinations, decisions or elections by us, or by us or an affiliate acting as calculation agent, under the terms of the Notes will be conclusive and binding absent manifest error.

6.3.5. *SOFR is a relatively new market index that may be used as a reference rate for Benchmark Notes and, as the related market continues to develop, there may be an adverse effect on the return on or value of the Notes.*

The rate of interest on the Notes may be calculated on the basis of SOFR. Because SOFR is an overnight funding rate, interest on SOFR-Linked Notes with Interest Periods longer than overnight will be calculated on the basis of either the arithmetic mean of SOFR over the relevant Interest Period, or compounding during the relevant Interest Period, except during a specified period near the end of each Interest Period during which SOFR will be fixed. As a consequence of these calculation methods, the amount of interest payable on each interest payment date will only be known a short period of time prior to the relevant interest payment date. Investors therefore will not know in advance the interest amount which will be payable on such Notes.

SOFR is a relatively new rate. The NY Federal Reserve began to publish SOFR in April 2018. Although the NY Federal Reserve has published historical indicative SOFR information going back to 2014, such prepublication historical data inherently involves assumptions, estimates and approximations. Investors should not rely on any historical changes or trends in SOFR as an indicator of the future performance of SOFR. Since the initial publication of SOFR, daily changes in the rate have, on occasion, been more volatile than daily changes in other benchmark or market rates. As a result, the return on and value of SOFR-Linked Notes may fluctuate more than floating rate debt securities that are linked to less volatile rates. See “—Investors should not rely on indicative or historical data concerning SOFR.”

Because SOFR is a relatively new market index, SOFR-Linked Notes will likely have no established trading market when issued, and an established trading market may never develop or may not be very liquid. Market terms for debt securities indexed to SOFR, such as the spread over the base rate reflected in the interest rate provisions, may evolve over time, and trading prices of SOFR-Linked Notes may be lower than those of later-issued SOFR-linked debt securities as a result. Similarly, if SOFR does not prove to be widely used in securities like the Notes, the trading price of SOFR-Linked Notes may be lower than those of notes linked to rates that are more widely used. Investors may not be able to sell SOFR-Linked Notes at all or may not be able to sell such Notes at prices that will provide a yield comparable to similar investments that have a developed secondary market, and may consequently suffer from increased pricing volatility and market risk.

The manner of adoption or application of reference rates based on SOFR in the bond market may differ materially compared with the application and adoption of SOFR in other markets, such as the derivatives and loan markets. Investors should carefully consider how any potential inconsistencies between the adoption of reference rates based on SOFR across these markets may impact any hedging or other financial arrangements which they may put in place in connection with any acquisition, holding or disposal of the SOFR-Linked Notes.

The NY Federal Reserve notes on its publication page for SOFR that use of SOFR is subject to important limitations, including that the NY Federal Reserve may alter the methods of calculation, publication schedule, rate revision practices or availability of SOFR at any time without notice. There can be no guarantee that SOFR will not be discontinued or fundamentally altered in a manner that is materially adverse to the interests of investors in the Notes. If the manner in which SOFR is calculated is changed or if SOFR is discontinued, that change or discontinuance may result in a reduction or elimination of the amount of interest payable on SOFR-Linked Notes and a reduction in the trading prices of such Notes.

6.3.6. *SOFR differs fundamentally from, and may not be a comparable substitute for, LIBOR.*

In June 2017, the Alternative Reference Rates Committee (the “ARRC”) convened by the Board of Governors of the Federal Reserve System and the NY Federal Reserve announced SOFR as its recommended alternative to the London interbank offered rate for U.S. dollar obligations. However, because SOFR is a broad U.S. Treasury repo financing rate that represents overnight secured funding transactions, it differs fundamentally from LIBOR. For example, SOFR is a secured overnight rate, while LIBOR is an unsecured rate that represents interbank funding over different maturities. In addition, SOFR can be calculated on either a forward-looking (e.g. Three-Month Term SOFR) or backward-looking (e.g. Compounded SOFR) basis, whereas LIBOR is forward-looking. Because of these and other differences, there can be no assurance that SOFR will perform in the same way as LIBOR would have done at any time, and there is no guarantee that it is a comparable substitute for LIBOR.

6.3.7. Any failure of SOFR to gain market acceptance could adversely affect holders of the SOFR-Linked Notes.

SOFR may fail to gain market acceptance. SOFR was developed for use in certain U.S. dollar derivatives and other financial contracts as an alternative to LIBOR in part because it is considered to be a good representation of general funding conditions in the overnight U.S. Treasury repo market. However, as a rate based on transactions secured by U.S. Treasury securities, it does not measure bank-specific credit risk and, as a result, is less likely to correlate with the unsecured short-term funding costs of banks. This may mean that market participants would not consider SOFR to be a suitable substitute or successor for all of the purposes for which LIBOR historically has been used (including, without limitation, as a representation of the unsecured short-term funding costs of banks), which may, in turn, lessen its market acceptance. Any failure of SOFR to gain or maintain market acceptance could adversely affect the return on, value of and market for the SOFR-Linked Notes.

6.3.8. The interest rate for the Notes linked to Three-Month Term SOFR during the floating rate period may be determined based on a rate other than Three-Month Term SOFR.

Under the Terms and Conditions of the Notes, the interest rate on the Floating Rate and Resettable Notes for each interest period during the applicable floating rate period may be based on Three-Month Term SOFR, a forward-looking term rate for a tenor of three months that will be based on SOFR. Three-Month Term SOFR is not currently quoted and is currently being developed under the sponsorship of the ARRC. There is no assurance that the development of Three-Month Term SOFR, or any other forward-looking term rate based on SOFR, will be completed. Uncertainty surrounding the development of forward-looking term rates based on SOFR could have a material adverse effect on the return on, value of and market for the Notes. If, at the commencement of the floating rate period for the Notes, the Relevant Governmental Body has not selected or recommended a forward-looking term rate for a tenor of three months based on SOFR, the development of a forward-looking term rate for a tenor of three months based on SOFR that has been recommended or selected by the Relevant Governmental Body is not complete or we determine that the use of a forward-looking rate for a tenor of three months based on SOFR is not administratively feasible, then the Benchmark Replacement under the benchmark transition provisions will be used to determine the interest rate on the Notes during the floating rate period (unless a Benchmark Transition Event and its related Benchmark Replacement Date occur with respect to that Benchmark Replacement). However, this Benchmark Replacement may not be the economic equivalent of Three-Month Term SOFR. For example, Compounded SOFR, the first-available Benchmark Replacement, is the compounded average of the daily Secured Overnight Financing Rates calculated in arrears, while Three-Month Term SOFR is intended to be a forward-looking rate with a tenor of three months. In addition, very limited market precedent exists for securities that use Compounded SOFR as the rate basis, and the method for calculating Compounded SOFR in those precedents varies. Further, the ISDA Fallback Rate, which is another Benchmark Replacement, has not yet been established and may change over time.

Under the terms of the Notes, we are expressly authorized to make determinations, decisions or elections with respect to technical, administrative or operational matters that we decide are appropriate to reflect the use of Three-Month Term SOFR as the interest rate basis for the Notes, which are defined in the terms of the Notes as “Three-Month Term SOFR Conventions”. For example, assuming that a form of Three-Month Term SOFR is developed, it is not currently known how or by whom rates for Three-Month Term SOFR will be published. Accordingly, we will need to determine and to instruct the Calculation Agent concerning the manner and timing for its determination of the applicable Three-Month Term SOFR during the floating rate period. Our determination and implementation of any Three-Month Term SOFR Conventions could result in adverse consequences to the amount of interest that accrues on the Notes during the floating rate period, which could adversely affect the return on, value of and market for the Floating Rate Notes.

6.3.9. Certain Notes are subject to a fixed interest rate which will limit your return.

Fixed-Rate Notes will pay only interest and return of the principal amount at maturity and may not compensate you for the effects of inflation and other factors relating to the value of money over time. The effective yield to maturity of the Fixed-Rate Notes may be less than that which would be payable on other types of investments.

6.4. Risks related to an investment in foreign currency Notes

6.4.1. Changes in exchange rates and exchange controls could result in a substantial loss to holders of foreign currency Notes.

An investment in foreign currency Notes, which are Notes denominated in a Specified Currency other than U.S. dollars, entails significant risks that are not associated with a similar investment in a security denominated in U.S. dollars. These risks include, but are not limited to:

- the possibility of significant market changes in rates of exchange between U.S. dollars and the Specified Currency;
- the possibility of significant changes in rates of exchange between U.S. dollars and the Specified Currency resulting from the official redenomination or revaluation of the Specified Currency; and
- the possibility of the imposition or modification of foreign exchange controls by either the United States or foreign governments.

Exchange rates are the result of the supply of, and the demand for, the relevant currencies. Changes in exchange rates result over time, and may vary considerably during the life of an investment denominated in or otherwise relating to a foreign currency, from the interaction of many factors directly or indirectly affecting economic and political conditions in the country or area of the applicable currency, including economic and political developments in other countries.

Of particular importance to potential currency exchange risk are:

- existing and expected rates of inflation;
- existing and expected interest rate levels;
- the balance of payments;
- the extent of governmental surpluses or deficits in the relevant countries; and
- other financial, economic, military and political factors.

All of these factors are, in turn, sensitive to the monetary, fiscal and trade policies pursued by the government of the applicable country and other countries important to international trade and finance.

In recent years, rates of exchange between U.S. dollars and some foreign currencies in which the Notes may be denominated, and between these foreign currencies and other foreign currencies, have been volatile. This volatility may be expected in the future. Fluctuations that have occurred in any particular exchange rate in the past are not necessarily indicative, however, of fluctuations that may occur in the rate during the term of any foreign currency note. Fluctuations in currency exchange rates could adversely affect notes denominated in, or whose value is otherwise linked to, a specified currency other than U.S. dollars.

Depreciation of the Specified Currency of a foreign currency Note against U.S. dollars would result in a decrease in the effective yield of such foreign currency Note below its coupon rate, which in turn could cause the market value of the Notes to fall, and could result in a substantial loss to the investor on a U.S. dollar basis.

Governments have imposed from time to time, and may in the future impose, exchange controls that could affect exchange rates as well as the availability of a Specified Currency other than U.S. dollars at the time of payment of principal, any premium or interest on a foreign currency note. There can be no assurance that exchange controls will not restrict or prohibit payments of principal, any premium or interest denominated in any such Specified Currency.

Even if there are no actual exchange controls, it is possible that a Specified Currency would not be available to the Issuer when payments on a foreign currency Note are due because of circumstances beyond the control of the Issuer. In this event, the Issuer will make required payments in U.S. dollars on the basis described in this prospectus

supplement, or as otherwise provided in any accompanying supplement. You should consult your own financial and legal advisors as to the risks of an investment in Notes denominated in a currency other than U.S. dollars. See “—*The Unavailability of Currencies Could Result in a Substantial Loss to You.*”

The information set forth in this prospectus supplement is directed to prospective purchasers of Notes who are United States residents, except where otherwise expressly noted. The Issuer and the Guarantor disclaim any responsibility to advise prospective purchasers who are residents of countries other than the United States regarding any matters that may affect the purchase or holding of, or receipt of payments of principal, premium or interest on, Notes. Such persons should consult their advisors with regard to these matters. One or more supplements relating to Notes having a Specified Currency other than U.S. dollars will contain a description of any material exchange controls affecting that currency and any other required information concerning the currency.

6.4.2. *The unavailability of currencies could result in a substantial loss to holders of foreign currency Notes.*

Except as set forth below, if payment on a Note is required to be made in a Specified Currency other than U.S. dollars and that currency is:

- unavailable due to the imposition of exchange controls or other circumstances beyond the Issuer’s control;
- no longer used by the government of the country issuing the currency; or
- no longer used for the settlement of transactions by public institutions of the international banking community,

then all payments on that Note shall be made in U.S. dollars until the Specified Currency is again available or so used. The amounts so payable on any date in the Specified Currency will be converted into U.S. dollars on the basis of the most recently available market exchange rate for the currency or as otherwise indicated in the applicable supplement. Any payment on a Note made under these circumstances in U.S. dollars will not constitute an event of default under the Fiscal and Paying Agency Agreement under which the Note was issued.

If the Specified Currency of a Note is officially redenominated, such as by an official redenomination of any Specified Currency that is a composite currency, then the payment obligations of the Issuer on the Note will be the amount of such redenominated currency that represents the amount of the Issuer’s obligations immediately before the redenomination. The Notes will not provide for any adjustment to any amount payable as a result of:

- any change in the value of the Specified Currency of those Notes relative to any other currency due solely to fluctuations in exchange rates; or
- any redenomination of any component currency of any composite currency, unless that composite currency is itself officially redenominated.

Currently, there are limited facilities in the United States for conversion of U.S. dollars into foreign currencies, and vice versa. In addition, banks do not generally offer non-U.S. dollar-denominated checking or savings account facilities in the United States. Accordingly, payments on Notes made in a currency other than U.S. dollars will be made from an account at a bank located outside the United States unless otherwise specified in the applicable supplement. You should consult your own financial and legal advisors as to the risks of an investment in Notes denominated in a Specified Currency other than U.S. dollars.

6.4.3. *Judgments in a foreign currency could result in a substantial loss to holders of foreign currency Notes.*

The Notes will be governed by, and construed in accordance with, the laws of the State of New York provided, however, that Condition 2(a) (*Status (Senior Notes)*) and Condition 2(b) (*Status (Subordinated Notes)*) will be governed by, and construed in accordance with, French law.

Courts in the United States customarily have not rendered judgments for money damages denominated in any currency other than the U.S. dollar. A 1987 amendment to the Judiciary Law of New York State provides, however, that a judgment or decree awarded in an action based upon an obligation denominated in a currency other than U.S. dollars

will be rendered in the foreign currency of the underlying obligation. Any judgment or decree awarded in such an action will be converted into U.S. dollars at the rate of exchange prevailing on the date of the entry of the judgment or decree. There will be no provision for any further payments if exchange rates continue to change after the judgment is rendered.

SELECTED FINANCIAL INFORMATION

The following tables present selected financial information concerning the Group as of and for the years ended December 31, 2019, 2018, 2017, 2016, and 2015. The financial data presented below has been derived from, and should be read in conjunction with, the audited consolidated financial statements of the Group as of and for the years ended December 31, 2019, December 31, 2018, December 31, 2017 and December 31, 2016, including (in the last case) comparative columns for the year ended December 31, 2015. Such financial statements, which are either incorporated by reference to this prospectus supplement or available at www.invest.bnpparibas.com, were prepared in accordance with IFRS as adopted by the European Union.

The consolidated financial statements of the Group as of and for the year ended December 31, 2019 reflect IFRS 16 applicable as from January 1, 2019. The consolidated financial statements of the Group as of and for the year ended December 31, 2018 reflect IFRS 9 and IFRS 15 applicable as from January 1, 2018. The comparative period information (as of and for the year ended December 31, 2017) does not reflect the application of such standards but does reflect certain changes in presentation (as summarized in the footnotes to the 2018/2017 tables below). In addition, a balance sheet as of January 1, 2018 reflecting the adoption of IFRS 9 and IFRS 15 is provided as a comparative reference. As the consolidated financial statements of the Group as of and for the years ended December 31, 2016, and 2015 do not reflect such standards and changes in presentation, the financial data as of such dates and for such periods is presented separately in the tables below.

BNP Paribas Group	Year ended December 31, 2019	Year ended December 31, 2018	Year ended December 31, 2017⁽¹⁾
<i>(in millions of euros, except share data)</i>			
Income Statement (EU-IFRS)	(IFRS 9, IFRS 15 & IFRS 16)	(IFRS 9 & IFRS 15)	(IAS 39)
Net interest income.....	21,127	21,062	21,191
Commission income.....	13,265	12,925	12,943
Commission expense.....	(3,900)	(3,718)	(3,513)
Net gain on financial instruments at fair value through profit or loss	7,111	5,808	5,346
Net gains on financial instruments at fair value through equity.....	350	315	1,711
Net gains on derecognised financial assets at amortised cost	3	(5)	55
Net income from insurance activities.....	4,437	4,064	3,813
Net income from other activities.....	2,204	2,065	1,615
Revenues	44,597	42,516	43,161
Salary and employee benefit expense.....	(17,553)	(16,617)	(16,496)
Other operating expenses.....	(11,339)	(12,290)	(11,729)
Depreciation, amortisation and impairment of property, plant and equipment and intangible assets.....	(2,445)	(1,676)	(1,719)
Gross operating income	(13,260)	11,933	13,217
Cost of risk.....	(3,203)	(2,764)	(2,907)
Operating income	10,057	9,169	10,310
Share of earnings of associates.....	586	628	713
Net gain on non-current assets.....	1,569	358	488
Change in value of goodwill.....	(818)	53	(201)
Income taxes.....	(2,811)	(2,203)	(3,103)
Minority interests.....	410	479	448
Net income attributable to equity holders...	8,173	7,526	7,759

Basic earnings per share.....	6.21	5.73	6.05
Diluted earnings per share.....	6.21	5.73	6.05

(1) Revised presentation based on the reclassifications and the re-labelling within Net Banking Income described in note 2a to the Issuer's consolidated financial statements included in the BNPP 2018 Registration Document, incorporated by reference herein: re-labelling of "net gains on available-for sale financial assets and other assets not measured at fair value" to "net gains on financial assets at fair value through equity" and "net gains on derecognised financial assets at amortised cost", reclassification of items related to insurance activities.

BNP Paribas Group

(in millions of euros, except share data)

Income Statement (EU-IFRS)	Year ended December 31,	
	2016	2015
Net interest income	22,376	22,553
Net commission income.....	7,202	7,615
Net gain on financial instruments at fair value through profit or loss.....	6,189	6,054
Net gain on available-for-sale financial assets and other financial assets not measured at fair value	2,211	1,485
Net income from other activities	5,433	5,231
Revenues	43,411	42,938
Salary and employee benefit expense.....	(16,402)	(16,061)
Other operating expenses	(11,279)	(11,539)
Depreciation, amortisation and impairment of property, plant and equipment and intangible assets	(1,697)	(1,654)
Gross operating income	14,033	13,684
Cost of risk.....	(3,262)	(3,797)
Costs related to the comprehensive settlement with U.S. authorities.....	–	(100)
Operating income	10,771	9,787
Share of earnings of associates.....	633	589
Net gain on non-current assets	(12)	996
Change in value of goodwill	(182)	(993)
Income taxes	(3,095)	(3,335)
Minority interests	413	350
Net income attributable to equity holders.....	7,702	6,694
Basic earnings per share.....	6.00	5.14
Diluted earnings per share.....	6.00	5.13

BNP Paribas Group Balance Sheet (EU-IFRS)	At December	At December	At January	At
	31, 2019	31, 2018	1, 2018 ⁽¹⁾	December
(in millions of euros)	(IFRS 9, IFRS 15 & IFRS 16)	(IFRS 9 & IFRS 15)	(IFRS 9 & IFRS 15)	December 31, 2017 ⁽²⁾
Assets				
Cash and balances at central banks	155,135	185,119	178,433	178,446

BNP Paribas Group Balance Sheet (EU-IFRS)	At December 31, 2019	At December 31, 2018	At January 1, 2018⁽¹⁾	At December 31, 2017⁽²⁾
Financial assets at fair value through profit or loss				
Securities	131,935	121,954	130,326	122,964
Loans and repurchase agreements.....	196,927	183,716	144,948	143,988
Derivative financial instruments ..	247,287	232,895	229,896	229,897
Derivatives used for hedging purposes.....	12,452	9,810	13,721	13,723
Financial assets at fair value through equity				
Debt Securities.....	50,403	53,838	53,942	110,881
Equity Securities.....	2,266	2,151	2,330	6,928
Financial assets at amortised cost				
Loans and advances to credit institutions	21,692	19,556	20,356	20,405
Loans and advances to customers	805,777	765,871	731,176	735,013
Debt Securities.....	108,454	75,073	69,426	15,378
Remeasurement adjustment on interest-rate risk hedged portfolios.....	4,303	2,787	3,064	3,064
Financial investments of insurance activities.....	257,818	232,308	227,712	227,712
Current and deferred tax assets	6,813	7,220	7,368	6,568
Accrued income and other assets	113,535	103,346	92,961	92,875
Equity-method investments.....	5,952	5,772	6,221	6,426
Property, plant and equipment and investment property.....	32,295	26,652	25,000	25,000
Intangible assets	3,852	3,783	3,327	3,327
Goodwill	7,817	8,487	9,571	9,571
Non-current assets held for sale		498		
Total Assets.....	<u>2,164,713</u>	<u>2,040,836</u>	<u>1,949,778</u>	<u>1,952,166</u>

(1) As of January 1, 2018 after implementation of IFRS 9 and IFRS 15. For further information, see note 2.b to the Issuer's consolidated financial statements included in the BNPP 2018 Registration Document, incorporated by reference herein.

(2) Revised presentation, based on reclassifications and adjustments, mainly related to the re-labelling of financial instruments item headings, the reclassification of financial instruments of insurance activities into "Investments of insurance activities", and the impact of securities recognition at settlement date. For further information, see note 2.a to the Issuer's consolidated financial statements included in the BNPP 2018 Registration Document, incorporated by reference herein.

BNP Paribas Group Balance Sheet (EU-IFRS)	At December 31, 2019	At December 31, 2018	At January 1, 2018⁽¹⁾	At December 31, 2017⁽²⁾
<i>(in millions of euros)</i>	(IFRS 9, IFRS 15 & IFRS 16)	(IFRS 9 & IFRS 15)	(IFRS 9 & IFRS 15)	(IAS 39)
<i>Liabilities and Shareholders' Equity</i>				
Deposits from central banks	2,985	1,354	1,471	1,471
Financial liabilities at fair value through profit or loss				
Securities	65,490	75,189	67,087	67,087
Deposits and repurchase agreements	215,093	204,039	174,645	174,645
Issued debt securities	63,758	54,908	50,490	50,490
Derivative financial instruments	237,885	225,804	227,644	227,644
Derivatives used for hedging purposes.	14,116	11,677	15,682	15,682
Financial liabilities at amortised cost				
Deposits from credit institutions	84,566	78,915	76,503	76,503
Deposits from customers	834,667	796,548	760,941	760,941
Debt securities	157,578	151,451	148,156	148,156
Subordinated debt	20,003	17,627	15,951	15,951
Remeasurement adjustment on interest-rate risk hedged portfolios	3,989	2,470	2,372	2,372
Current and deferred tax liabilities	3,566	2,255	2,234	2,466
Accrued expenses and other liabilities..	102,749	89,562	80,472	79,994
Technical reserves of insurance companies	236,937	213,691	210,494	210,494
Provisions for contingencies and charges	9,486	9,620	11,084	11,061
Minority interests in consolidated subsidiaries	4,392	4,259	5,126	5,226
Shareholders' equity (group share)	107,453	101,467	99,426	101,983
Total Liabilities and Shareholders' Equity	2,164,713	2,040,836	1,949,778	1,952,166

(1) As of January 1, 2018 after implementation of IFRS 9 and IFRS 15. For further information, see note 2.b to the Issuer's consolidated financial statements included in the BNPP 2018 Registration Document, incorporated by reference herein.

(2) Revised presentation, based on reclassifications and adjustments, mainly related to the re-labelling of financial instruments item headings, the reclassification of financial instruments of insurance activities into "Investments of insurance activities", and the impact of securities recognition at settlement date. For further information, see note 2.a to the Issuer's consolidated financial statements included in the BNPP 2018 Registration Document, incorporated by reference herein.

BNP Paribas Group Balance Sheet (EU-IFRS)	At December 31, 2016	At December 31, 2015
<i>(in millions of euros)</i>		
<i>Assets</i>		
Cash and amounts due from central banks and post office banks	160,400	134,547
Financial assets at fair value through profit or loss.....		
Trading securities.....	123,679	133,500
Loans and repurchase agreements	152,242	131,783
Instruments designated at fair value through profit or loss	87,644	83,076
Derivative financial instruments.....	328,162	336,624
Derivatives used for hedging purposes	18,133	18,063
Available-for-sale financial assets	267,559	258,933
Loans and receivables due from credit institutions.....	47,411	43,427
Loans and receivables due from customers	712,233	682,497
Remeasurement adjustment on interest-rate risk hedged portfolios.....	4,664	4,555
Held-to-maturity financial assets .	6,100	7,757
Current and deferred tax assets	7,966	7,865
Accrued income and other assets .	115,967	108,018
Policyholders' surplus reserve		
Equity-method investments.....	6,910	6,896
Investment property	1,911	1,639
Property, plant and equipment	22,523	21,593
Intangible assets.....	3,239	3,104
Goodwill	10,216	10,316
Total Assets.....	2,076,959	1,994,193

BNP Paribas Group Balance Sheet (EU-IFRS)	At December 31, 2016	At December 31, 2015
<i>(in millions of euros)</i>		
<i>Liabilities and Shareholders' Equity</i>		
Due to central banks and post office banks	233	2,385
Financial liabilities at fair value through profit or loss		
Trading securities.....	70,326	82,544
Borrowings and repurchase agreements	183,206	156,771
Instruments designated at fair value through profit or loss.....	54,076	53,118
Derivative financial instruments	318,740	325,828
Derivatives used for hedging purposes....	19,626	21,068
Due to credit institutions	75,660	84,146
Due to customers	765,953	700,309
Debt securities	153,422	159,447
Remeasurement adjustment on interest-rate risk hedged portfolios	4,202	3,946
Current and deferred tax liabilities	3,087	2,993
Accrued expenses and other liabilities	99,407	88,629
Technical reserves of insurance companies.....	193,626	185,043
Provisions for contingencies and charges	11,801	11,345
Subordinated debt.....	18,374	16,544
Minority interests in consolidated subsidiaries.....	4,555	3,808
Shareholders' equity (group share).....	100,665	96,269
Total Liabilities and Shareholders' Equity	2,076,959	1,994,193

The following table sets forth information regarding the Group's regulatory capital ratios as of December 31, 2019, 2018, 2017, 2016, and 2015.

BNP Paribas Group Capital Ratios (EU-IFRS)*

	At December 31,				
	2019	2018⁽¹⁾	2017⁽¹⁾	2016⁽¹⁾	2015⁽¹⁾
Total ratio	15.5%	15.0%	14.8%	14.5%	13.6%
Tier 1 ratio	13.5%	13.1%	13.2%	12.9%	12.2%
Risk-weighted assets (in billions of euros)	669	647	641	638	630

(1) Basel 3 ratios, taking into consideration CRR transitory provisions (but with full deduction of goodwill). Subject to the provisions of Article 26.2 of (EU) regulation n° 575/2013.

* The ratios included in this table are calculated on the basis of the capital adequacy regulations in effect at the end of the relevant fiscal year. See "Table of Capitalization and Medium-to-Long Term Indebtedness".

CAPITALIZATION AND MEDIUM-TO-LONG TERM INDEBTEDNESS OF THE GROUP OVER ONE YEAR

The following table sets forth the consolidated capitalization and medium to long term indebtedness (i.e., of which the unexpired term to maturity is more than one year) of the Group as of March 31, 2020 and December 31, 2019 using the Group's prudential scope of consolidation.

The "prudential scope of consolidation", as defined in EU Regulation No. 575/2013 on capital requirements for credit institutions and investment firms is used by the Group in the preparation of its "Pillar 3" disclosure set out in Chapter 5 of its annual Registration Document. It differs from the "accounting scope of consolidation" used by the Group in the preparation of its consolidated financial statements under IFRS as adopted by the European Union. The principal differences between the two scopes of consolidation are summarized in Note 1 to the table below.

Except as set forth in this section, there has been no material change in the capitalization of the Group since March 31, 2020.

For the avoidance of doubt, the figures in the table below are derived from the Group's unaudited consolidated financial statements as of and for the three months ended March 31, 2020 and the Group's audited consolidated financial statements as of and for the year ended December 31, 2019 (which do not take into account prudential deductions), and are used for the purposes of the Group's prudential capital calculations.

<i>(in millions of euros)</i>	As of March 31, 2020 (unaudited)	As of December 31, 2019
Medium- and Long-Term Debt (of which the unexpired term to maturity is more than one year)²		
<i>Senior preferred debt at fair value through profit or loss</i>	36,175	42,017
<i>Senior preferred debt at amortized cost</i>	38,259	43,757
Total Senior Preferred Debt	74,434	85,774
<i>Senior non preferred debt at fair value through profit or loss</i>	1,176	764
<i>Senior non preferred debt at amortized cost</i>	45,528	39,564
Total Senior Non Preferred Debt	46,704	40,327
<i>Redeemable subordinated debt at amortized cost</i>	18,699	17,264
<i>Undated subordinated notes at amortized cost³</i>	533	527
<i>Undated participating subordinated notes at amortized cost⁴</i>	225	225
<i>Redeemable subordinated debt at fair value through profit or loss</i>	47	53
<i>Perpetual subordinated notes at fair value through profit or loss^{5,6}</i>	659	773
<i>Preferred shares and equivalent instruments⁷</i>	10,296	8,689
Total Subordinated Debt	30,458	27,531
<i>Issued capital⁸</i>	2,500	2,500
<i>Additional paid-in capital</i>	24,609	24,570
<i>Retained earnings</i>	67,195	65,683
<i>Unrealized or deferred gains and losses attributable to Shareholders</i>	963	2,139
Total Shareholders' Equity and Equivalents (net of proposed dividends)	95,267	94,892
<i>Minority interests (net of proposed dividends)</i>	4,237	4,001
Total Capitalization and Medium-to-Long Term Indebtedness	251,100	252,525

Notes:

(1) Prior to September 30, 2018, the Group presented its consolidated capitalization and medium-to-long term indebtedness using the accounting scope of consolidation. Since then, the Group presents its capitalization table using the prudential scope of consolidation. As stated in Section 5.2

of the Group's Registration Document, the material differences between the prudential scope of consolidation and the accounting scope of consolidation are the following:

- insurance companies (primarily BNP Paribas Cardif and its subsidiaries) that are fully consolidated under the accounting scope of consolidation are accounted for under the equity method in the prudential scope of consolidation;
- jointly controlled entities (mainly UCI Group entities and Bpost banque) are accounted for under the equity method in the accounting scope of consolidation and under the proportional consolidation scope in the prudential scope of consolidation.

(2) All medium- and long-term senior preferred debt of the Issuer ranks equally with deposits and senior to the new category of senior non preferred debt first issued by the Issuer in January 2017. The subordinated debt of the Issuer is subordinated to all of its senior debt (including both senior preferred and senior non preferred debt). The Issuer and its subsidiaries issue medium- to long-term debt on a continuous basis, particularly through private placements in France and abroad.

Euro against foreign currency as at December 31, 2017, CAD = 1.506, GBP = 0.889, CHF = 1.171, HKD = 9.387, JPY = 135.303, USD = 1.201.

Euro against foreign currency as at December 31, 2018, CAD = 1.563, GBP = 0.898, CHF = 1.126, HKD = 8.972, JPY = 125.594, USD = 1.146.

Euro against foreign currency as at December 31, 2019, CAD = 1.457, GBP = 0.847, CHF = 1.085, HKD = 8.732, JPY = 121.903, USD = 1.122.

Euro against foreign currency as at March 31, 2020, CAD = 1.551, GBP = 0.886, CHF = 1.061, HKD = 8.537, JPY = 118.583, USD = 1.101.

(3) At March 31, 2020, the remaining subordinated debt included €502 million of undated floating-rate subordinated notes (TSDIs).

(4) Undated participating subordinated notes issued by BNP SA in July 1984 for a total amount of €337 million are redeemable only in the event of the liquidation of the Issuer, but may be redeemed in accordance with the terms specified in the French law of January 3, 1983. The number of notes outstanding as at March 31, 2020 was 1,434,092 amounting to approximately €219 million. Payment of interest is obligatory, but the Board of Directors may postpone interest payments if the Ordinary General Meeting of shareholders held to approve the financial statements notes that there is no income available for distribution. Additionally, as at March 31, 2020, there were 28,689 undated participating subordinated notes issued by Fortis Banque France (amounting to approximately €4 million) and 6,773 undated participating subordinated notes issued by Banque de Bretagne (amounting to approximately €2 million) outstanding; both entities have since been merged into BNP Paribas.

(5) Subordinated debt corresponds to an issue of Convertible And Subordinated Hybrid Equity-linked Securities (CASHES) made by Fortis Bank SA/NV (now acting in Belgium under the commercial name BNP Paribas Fortis) in December 2007, for an initial nominal amount of €3 billion, which has now been reduced to an outstanding nominal amount of €948 million corresponding to a market value of €659 million at March 31, 2020. They bear interest at a floating rate equal to three-month EURIBOR plus a margin equal to 2% paid quarterly in arrears. The CASHES are undated but may be exchanged for Ageas (previously Fortis SA/NV) shares at the holder's sole discretion at a price per Ageas share of €239.40. However, as of December 19, 2014, the CASHES are subject to automatic exchange into Ageas shares if the price of Ageas shares is equal to or higher than €359.10 for twenty consecutive trading days. The principal amount will never be redeemed in cash. The rights of CASHES holders are limited to the Ageas shares held by BNP Paribas Fortis and pledged to them.

Ageas and BNP Paribas Fortis have entered into a Relative Performance Note (RPN) contract, the value of which varies contractually so as to offset the impact on BNP Paribas Fortis of the relative difference between changes in the value of the CASHES and changes in the value of the Ageas shares.

On May 7, 2015, BNP Paribas and Ageas reached an agreement which allows BNP Paribas to purchase outstanding CASHES subject to the condition that these are converted into Ageas shares, leading to a proportional settlement of the RPN. The agreement between Ageas and BNP Paribas expired on December 31, 2016 and has not been renewed.

On July 24, 2015, BNP Paribas obtained a prior agreement from the European Central Bank permitting it to purchase outstanding CASHES up to a nominal amount of €200 million. In 2016, BNP Paribas used such agreement to purchase €164 million outstanding CASHES, converted into Ageas shares.

On July 8, 2016, BNP Paribas obtained a new agreement from the European Central Bank which superseded the prior agreement permitting it to purchase outstanding CASHES up to a nominal amount of €200 million. BNP Paribas requested the cancellation of this agreement from the European Central Bank and the European Central Bank approved such cancellation in August 2017.

As at March 31, 2020, the subordinated liability is eligible to Tier 1 capital for €205 million (considering both the transitional period and the cancellation of the aforementioned agreement).

(6) Carrying amount of the CASHES, of which the amount eligible in prudential own funds was €205 million as of December 31, 2019 and €205 million as of March 31, 2020.

(7) Consists of numerous issuances by BNP Paribas in various currencies (i) over the 2005-2009 period, of undated deeply subordinated non cumulative notes and (ii) since 2015, of perpetual fixed rate resettable additional tier 1 notes. The details of the debt instruments recognized as capital, as well as their characteristics, as required by Implementing Regulation No. 1423/2013, are available in the BNP Paribas Debt section of the Issuer's investor relations website at www.invest.bnpparibas.com.

(8) At March 31, 2020, the Issuer's share capital stood at €2,499,597,122 divided into 1,249,798,561 shares with a par value of €2 each.

THE BANK AND THE GROUP

The BNP Paribas Group (of which the Issuer is the parent company) is a European leading provider of banking and financial services. It has four domestic retail banking markets in Europe, namely France, Belgium, Italy and Luxembourg.

The Group operates in 71 countries and has more than 199,000 employees, including approximately 151,000 in Europe. It holds key positions in its two main businesses:

- Retail Banking and Services, which includes:
 - Domestic Markets, comprising:
 - French Retail Banking (FRB),
 - BNL banca commerciale (BNL bc), Italian retail banking,
 - Belgian Retail Banking (BRB),
 - Other Domestic Markets activities, including Luxembourg Retail Banking (LRB);
 - International Financial Services, comprising:
 - Europe-Mediterranean,
 - BancWest,
 - Personal Finance,
 - Insurance,
 - Wealth and Asset Management;
- Corporate and Institutional Banking (CIB):
 - Corporate Banking,
 - Global Markets,
 - Securities Services.

At March 31, 2020, the Group had consolidated assets of €2,673 billion and shareholders' equity (Group share including income for the first three months of 2020) of €109 billion.

The Issuer's principal office is located at 16 Boulevard des Italiens, 75009 Paris, France, and its telephone number is +33 1 40 14 45 46.

We are incorporating by reference in this prospectus supplement the BNPP 2019 Universal Registration Document relating to the Bank and the Group which was filed with the French *Autorité des marchés financiers* (the "AMF") on March 3, 2020, the First Amendment to the 2019 Universal Registration Document filed with the AMF on March 30, 2020 and the Second Amendment to the 2019 Universal Registration Document filed with the AMF on May 5, 2020. See "*Documents Incorporated by Reference.*"

THE BRANCH

BNP Paribas operates the New York branch (the “**Branch**”) pursuant to a license issued by the Superintendent (as defined below) in 1982. The Branch conducts an extensive banking business serving U.S. and non-U.S. customers, including French clients of BNP Paribas and their U.S. subsidiaries. The Branch’s principal office is located at 787 Seventh Avenue, New York, New York 10019, and its telephone number is (212) 841-2000.

SUPERVISION AND REGULATION OF THE BRANCH AND BNP PARIBAS IN THE UNITED STATES

Banking Activities

The U.S. banking operations of BNP Paribas, including those conducted through the Branch, are subject to extensive state and U.S. federal regulation and supervision.

New York State Law

BNP Paribas is licensed by the New York Superintendent of Financial Services (the “**Superintendent**”) under the New York Banking Law (the “**NYBL**”) to conduct a commercial banking business in the State of New York through the Branch. The Branch is supervised, regulated and examined by the New York State Department of Financial Services and the Federal Reserve Board and is subject to banking laws and regulations applicable to a foreign bank that operates a New York branch.

Under the NYBL and regulations adopted thereunder, BNP Paribas must keep on deposit for the Branch, with banks in the State of New York, high-quality eligible assets which are pledged to the Superintendent for certain purposes. The amount of assets required to be pledged is determined on the basis of a sliding scale (whereby the amount of assets required to be pledged as a percentage of the Branch’s third-party liabilities decreases from 1% to 0.25% as such liabilities increase from U.S.\$1 billion or less to more than U.S.\$10 billion (up to a maximum of U.S.\$100 million of assets pledged)) in the case of foreign banking corporations that have been designated as “well-rated” by the Superintendent, as BNP Paribas has been. Should BNP Paribas cease to be “well-rated” by the Superintendent, it may need to maintain substantial additional amounts of eligible assets with banks in the State of New York. Under the NYBL, the Superintendent is also empowered to require a New York branch of a foreign bank to maintain in New York specified assets equal to such percentage of certain of the branch’s liabilities as the Superintendent may designate. At present, the Superintendent has set this percentage at 0%, although specific asset maintenance requirements may be imposed upon individual branches on a case-by-case basis. The Superintendent has not prescribed such a requirement for the Branch.

The NYBL authorizes the Superintendent to take possession of the business and property of a foreign bank’s New York branch under certain circumstances including violation of law, conduct of business in an unauthorized or unsafe manner, capital impairment, the suspension of payment of obligations, initiation of liquidation proceedings against the foreign bank, or reason to doubt the foreign bank’s ability to pay in full the claims of its creditors. Pursuant to the NYBL, when the Superintendent takes possession of a foreign bank’s New York branch, it succeeds to the branch’s assets, wherever located, and the assets of the foreign bank in the State of New York. In liquidating or dealing with the branch’s business after taking possession of the branch, the Superintendent will accept for payment out of the branch’s assets only the claims of depositors and other creditors unaffiliated with the foreign bank that arose out of transactions with the branch (without prejudice to the rights of the holders of such claims to be satisfied out of other assets of the foreign bank) and only to the extent those claims represent an enforceable legal obligation against such branch if such branch were a separate legal entity. After such claims are paid, the Superintendent will turn over the remaining assets, if any, to other offices of the foreign bank that are being liquidated in the United States, upon the request of the liquidators of those offices, in the amounts which the liquidators of those offices demonstrate are needed to pay the claims accepted by those liquidators and any expenses incurred by the liquidators in liquidating those other offices of the foreign bank. After any such payments are made, any remaining assets will be turned over to the foreign bank or to its duly appointed liquidator or receiver.

The Branch is generally subject to the NYBL to the same single borrower (or issuer) lending and investment limits applicable to a New York State-chartered bank, except that for the Branch such limits, which are expressed as a percentage of capital, are based on the Bank’s worldwide capital.

U.S. Federal Law

In addition to being subject to New York laws and regulations, the Branch is also subject to U.S. federal regulation primarily under the International Banking Act of 1978, as amended (the “**IBA**”), including the amendments to the IBA made pursuant to the Foreign Bank Supervision Enhancement Act of 1991 (the “**FBSEA**”). Under the IBA, as amended by the FBSEA, all U.S. branches of foreign banks, such as the Branch, are subject to reporting and examination requirements of the Federal Reserve Board similar to those imposed on domestic banks that are owned

or controlled by U.S. bank holding companies, and most U.S. branches and agencies of foreign banks, including the Branch, are subject to reserve requirements on deposits, although restrictions on the payment of interest on demand deposits were removed under the Dodd-Frank Act, effective July 2011. In addition, by reason of the conduct of banking activities in the United States (including through the Branch), BNP Paribas is also subject to reporting to, and supervision and examination by, the Federal Reserve Board in its capacity as the Bank's U.S. "umbrella supervisor."

The Branch's deposits are not, and are not required or permitted to be, insured by the Federal Deposit Insurance Corporation (the "FDIC"). In general, subject to exceptions, the Branch is not permitted to accept domestic retail deposits having a balance of less than U.S.\$250,000.

Among other things, the IBA provides that a state-licensed branch of a foreign bank (such as the Branch) may not engage in any type of activity that is not permissible for a federally-licensed branch or agency of a foreign bank unless the Federal Reserve Board has determined that such activity is consistent with sound banking practice. A state-licensed branch must also comply with the same single borrower (or issuer) lending and investment limits applicable to national banks. These limits are based on the foreign bank's worldwide capital and, in the case of a foreign bank with multiple U.S. branches or agencies (such as BNP Paribas), the foreign bank must aggregate the business of all of its U.S. branches and agencies in determining compliance with these limits. Under the Dodd-Frank Act, the lending limits applicable to the Branch include credit exposures that arise from derivative transactions, repurchase (and reverse repurchase) agreements, and securities lending (and securities borrowing) transactions with a counterparty.

BNP Paribas and other U.S. and non-U.S. banking organizations must comply with the "push-out" provisions of the Dodd-Frank Act, which significantly limit or prohibit certain structured finance swaps activities of the U.S. branches of non-U.S. banks. The Branch is also subject to certain quantitative limits and qualitative restrictions on the extent to which it may lend to or engage in certain other transactions with affiliates engaged in certain securities, insurance and merchant banking activities in the United States. In general, these transactions must be on terms that would ordinarily be offered to unaffiliated entities, and are subject to volume limits; such transactions that involve extensions of credit must be secured by designated amounts of specified collateral.

The Federal Reserve Board may terminate the activities of a U.S. branch or agency of a foreign bank if it finds that the foreign bank is not subject to comprehensive supervision on a consolidated basis in its home country, or if there is reasonable cause to believe that such foreign bank or an affiliate has violated the law or engaged in an unsafe or unsound banking practice in the United States, and as a result, continued operation of the branch or agency would be inconsistent with the public interest and the purposes of federal banking laws, or for a foreign bank that presents a risk to the stability of the U.S. financial system, the home country of the foreign bank has not adopted, or made demonstrable progress toward adopting, an appropriate system of financial regulation to mitigate such risk. If the Federal Reserve Board were to use this authority to close the Branch, creditors of the Branch would have recourse against BNP Paribas, unless the Superintendent or other regulatory authorities were to make alternative arrangements for the payment of the liabilities of the Branch.

The Bank Holding Company Act of 1956, as amended (the "BHCA"), imposes significant restrictions on BNP Paribas' U.S. non-banking operations and on its worldwide holdings of equity in companies which, directly or indirectly operate in the United States. Under amendments to the BHCA effected by the Gramm-Leach-Bliley Act (the "GLBA"), qualifying bank holding companies and foreign banks that become "financial holding companies" are permitted to engage through non-bank subsidiaries in a broad range of non-banking activities in the United States, including insurance, securities, merchant banking and other financial activities. The GLBA does not authorize banks or their affiliates to engage in commercial activities that are not financial in nature, and in general does not affect or expand the permitted activities of a U.S. branch of a foreign bank (such as the Branch). Moreover, the Dodd-Frank Act limits proprietary trading, derivative and certain other activities of bank holding companies and financial holding companies, including such activities conducted by foreign banks in the United States.

Under the BHCA, BNP Paribas is required to obtain the prior approval of the Federal Reserve Board before acquiring, directly or indirectly, the ownership or control of more than 5% of any class of voting securities (or "control") of any U.S. bank, bank holding company or certain other types of U.S. depository institution or depository institution holding company. In January 2020, the Federal Reserve Board issued a final rule to revise and clarify its regulations governing "control" by providing a framework for determining when an investment in and other relationships with a company will be presumed to give the investor the ability to exert a controlling influence over the

investee company. These revisions to the “control” regulations will take effect September 30, 2020. Under federal banking law and regulations issued by the Federal Reserve Board, the Branch is also restricted from engaging in certain “tying” arrangements involving products and services.

Under the GLBA and related Federal Reserve Board regulations, BNP Paribas elected to become a financial holding company effective April 2, 2001. To qualify as a financial holding company, BNP Paribas was required to certify and demonstrate that BNP Paribas was “well capitalized” and “well managed” (in each case, as defined by Federal Reserve Board regulation). These standards, as applied to BNP Paribas, are comparable to the standards U.S. domestic banking organizations must satisfy to qualify as financial holding companies. In addition, the U.S. Subsidiary Banks must also meet applicable leverage ratio and Community Reinvestment Act standards. If, in the future, BNP Paribas were to acquire control of another U.S. bank (or certain other types of U.S. depository institution), or were to acquire control of a non-U.S. bank with a U.S. branch (or certain other U.S. banking operations), such U.S. or non-U.S. bank must also satisfy the Federal Reserve Board’s “well-capitalized” and “well-managed” standards in order for BNP Paribas to maintain its status as a financial holding company. At any time when BNP Paribas or either of the U.S. Subsidiary Banks or any such other U.S. or non-U.S. bank, is not well capitalized or well managed, or otherwise fails to take action to correct unsatisfactory conditions or to meet any of the requirements for BNP Paribas to maintain its financial holding company status, then, depending on the requirement in question, BNP Paribas may be required to discontinue certain financial activities or terminate its U.S. banking operations, or may be limited in its ability to expand certain activities or undertake certain acquisitions.

The GLBA and the regulations issued thereunder contain a number of other provisions that affect BNP Paribas’ U.S. banking operations, including provisions that relate to the financial privacy of consumers and limit the securities brokerage and dealing activities of banks (including U.S. branches of foreign banks, such as the Branch) under the Securities Exchange Act of 1934, as amended (the “**Exchange Act**”).

Recent Financial Regulatory Reform

Enacted in response to the financial crisis, the Dodd-Frank Act contains a wide range of provisions that affect financial institutions operating in the United States, including foreign banks such as BNP Paribas. However, for any restrictions that the Federal Reserve Board may issue for foreign banks, the Federal Reserve Board is directed to take into account the principle of national treatment and equality of competitive opportunity, and the extent to which the foreign bank is subject to comparable home country standards.

The Dodd-Frank Act provides regulators with tools to impose heightened capital, leverage and liquidity requirements and other prudential standards, particularly for financial institutions that pose significant systemic risk. The Federal Reserve Board adopted regulations that impose enhanced prudential standards on the U.S. operations of certain large foreign banking organizations, such as BNP Paribas. In particular, under these regulations, the Branch and the combined U.S. operations of BNP Paribas are subject to liquidity requirements, risk management and governance requirements, and, in certain circumstances, asset maintenance requirements as well as other prudential requirements. In addition, in compliance with these regulations, the Branch’s parent, BNP Paribas, was required to create or designate a separately capitalized top-tier U.S. intermediate holding company (“**IHC**”) to hold most or all of its direct and indirect U.S. subsidiaries. The Bank’s IHC, BNP Paribas USA, Inc., must comply with risk-based and leverage capital requirements, liquidity requirements, internal TLAC and long-term debt requirements, supervisory stress testing and capital planning requirements as well as other enhanced prudential requirements on a consolidated basis. On March 4, 2020, the Federal Reserve Board issued a final rule that, among other things, will replace an IHC’s current 2.5% fixed capital conservation buffer with an institution-specific risk-based “stress capital buffer” (“**SCB**”). Under the final rule, the SCB will be recalibrated annually based on the IHC’s projected losses under the severely adverse stress scenario in the Federal Reserve Board’s supervisory stress tests. The SCB applicable to BNP Paribas USA, Inc. will be determined based on annual supervisory stress test results released on or around June 30, 2020 and will take effect October 1, 2020. The SCB rule could increase capital requirements and associated compliance burden for IHCs. The Federal Reserve Board has also proposed but has not yet finalized “early remediation” requirements for certain foreign banking organizations and their IHCs.

In June 2018 and October 2019, the Federal Reserve Board finalized rules relating to single counterparty credit limits that will apply to the combined operations of a foreign banking organization that has \$250 billion or more in global consolidated assets (such as the Issuer), unless it can certify to the Federal Reserve Board that it meets large exposure standards on a consolidated basis established by its home-country supervisor that are consistent with the

Basel large exposures framework. In May 2020, the Federal Reserve Board extended the initial compliance date for the combined U.S. operations of foreign banking organizations such as BNP Paribas from January 1, 2020 to July 1, 2021. BNP Paribas may avail itself of substituted compliance through certification for its combined U.S. operations, as the European Union’s large exposures framework becomes effective on June 28, 2021.

In addition to the increased capital, liquidity, and other enhanced prudential and structural requirements described above, large international banks, such as BNP Paribas (generally with regard to its U.S. operations), and certain insured depository institutions, such as Bank of the West, are required to file resolution plans identifying material subsidiaries and core business lines and describing what strategy would be followed to resolve the institution in the event of significant financial distress, including identifying how insured bank subsidiaries would be adequately protected from risk created by other affiliates. The failure to cure deficiencies in a resolution plan would enable the Federal Reserve Board and the FDIC, acting jointly, to impose more stringent capital, leverage or liquidity requirements, or restrictions on growth, activities or operations and, if such failure persists, require the divestiture of assets or operations. BNP Paribas filed its latest plan on December 31, 2018. In October 2019, the Federal Reserve and FDIC adopted a joint proposal to revise the regulations implementing the resolution planning requirements in the Dodd-Frank Act. Under the revised rules, BNP Paribas is required to file a reduced content resolution plan every three years (rather than annually), and its next such resolution plan submission is required by July 1, 2022.

The Dodd-Frank Act also established a new U.S. regulatory regime for swaps and security-based swaps (generically referred to in this paragraph as “swaps”). Among other things, the Dodd-Frank Act provides the Commodity Futures Trading Commission (the “CFTC”) and the SEC with jurisdiction and regulatory authority over swaps, requires the establishment of a comprehensive registration and regulatory framework applicable to swap dealers, such as BNP Paribas, and major swap participants, requires many types of swaps to be cleared and traded on an exchange or executed on swap execution facilities, requires swap market participants to report all swap transactions to swap data repositories and imposes capital, margin, business conduct, recordkeeping and other requirements on swap dealers and major swap participants. The Federal Reserve Board and other U.S. banking regulators have established margin requirements applicable to uncleared swaps and security-based swaps entered into by swap dealers, major swap participants, security-based swap dealers and major security-based swap participants that are regulated by one of the U.S. banking regulators, including the Bank. These margin requirements require the Bank to post and collect additional, high-quality collateral for certain transactions, increasing the costs of uncleared swaps and security-based swaps offered by the Bank to its customers who are “U.S. persons” as defined under the rules which apply globally. The CFTC has promulgated rules that require additional interest rate swaps to be cleared and has proposed rules that would apply position limits to certain physical commodity swaps and significantly expand swap mandatory trading requirements. The U.S. Securities and Exchange Commission has promulgated rules regarding the registration of security-based swap dealers and major security-based swap participants, reporting, business conduct and trade acknowledgment and verification requirements for such entities, and obligations relating to transparency and mandatory reporting of security-based swap transactions. Further rules and regulations are expected in 2020 to complete this regulatory framework. The scope and timing for the implementation of these requirements, and therefore their impact on the Bank’s swap business, is difficult to predict at this stage. Although many swaps requirements are already in effect, the details of many of these requirements will be established through future rulemakings.

The Dodd-Frank Act also contains limitations on proprietary trading and sponsorship of or investment in hedge funds or private equity funds, subject to certain exemptions (the so-called “**Volcker Rule**”). For non-U.S. banking entities, such as BNP Paribas, these exemptions include certain activity conducted outside the United States that meet specific criteria. Financial institutions subject to the regulations implementing the Volcker Rule, such as BNP Paribas, were generally required to bring their activities and investments into compliance and implement a specific compliance program by July 2015. However, the Federal Reserve Board extended the Volcker Rule’s general conformance period for investments in and relationships with covered funds and certain foreign funds that were in place on or prior to December 31, 2013 until July 21, 2017. In June 2017, the Federal Reserve Board granted the Bank an extended transition period to conform investments in certain illiquid funds under the Volcker Rule for an additional five years (i.e., until July 21, 2022). This extension of the conformance period did not apply to the Volcker Rule’s prohibitions on proprietary trading or to any investments in and relationships with covered funds made or entered into after December 31, 2013. In September and October 2019, the U.S. federal agencies responsible for administration of the Volcker Rule finalized amendments to simplify and tailor compliance requirements related to the proprietary trading provisions of the Volcker Rule. While the recent amendments are intended to streamline the existing requirements and result in a more simplified revised final rule, these changes to the Volcker Rule may result in

increased compliance and operational costs. These amendments to the Volcker Rule became effective January 1, 2020, with compliance required by January 1, 2021. On January 30, 2020, the agencies proposed further amendments to the Volcker Rule's covered funds provisions. The proposal is currently open for comment, and the timeline for finalization remains uncertain.

The Federal Reserve Board has implemented the Financial Stability Board's standards for a TLAC framework in the United States through regulations that require, among other things, the Bank's U.S. IHC to maintain minimum levels of TLAC, consisting of the IHC's Tier 1 capital plus a minimum amount of long-term debt satisfying certain eligibility criteria, and a related TLAC buffer. The Bank's U.S. IHC is required to issue this long-term debt internally to any foreign affiliate that is wholly-owned, directly or indirectly, by the Bank, for so long as the Bank maintains a single-point-of-entry resolution strategy that does not involve the U.S. IHC entering into resolution or similar proceedings in the United States. The rule also imposes limitations on the types of financial transactions in which the Bank's IHC may engage.

Also included in the Dodd-Frank Act are provisions designed to promote enhanced supervision of financial markets, protect consumers and investors from financial abuse, and provide the government with the tools needed to manage a financial crisis.

On May 24, 2018, the United States enacted the Economic Growth, Regulatory Relief, and Consumer Protection Act (the "**Relief Act**"), which adopts certain limited amendments to the Dodd-Frank Act as well as certain other targeted modifications to other regulatory requirements. The Relief Act preserves the fundamental elements of the Dodd-Frank regulatory framework, including application of enhanced prudential standards, but generally increases the asset-based thresholds for their application. The Relief Act also did not directly revise the requirements relating to the formation of U.S. intermediate holding companies. In October 2019, the Federal Reserve and the other federal banking agencies jointly adopted rules that tailor the application of the enhanced prudential standards to U.S. operations of foreign banking organizations ("**FBOs**") and implement the Relief Act amendments (the "**Tailoring Rules**"). The rules assign each FBO with \$100 billion or more in total U.S. assets, taking into account their combined U.S. operations, to one of four categories based on its size and five risk-based indicators: (i) cross-jurisdictional activity, (ii) weighted short-term wholesale funding, (iii) nonbank assets and (iv) off-balance sheet exposure. The Tailoring Rules do not change the \$50 billion U.S. non-branch assets threshold for the formation of a U.S. intermediate holding company.

BNP Paribas is currently a "Category IV" firm under the Tailoring Rules. Under the Category IV standards, the Branch and the combined U.S. operations of BNP Paribas remain subject to certain liquidity requirements, risk management and governance requirements, and, in certain circumstances, asset maintenance requirements. Under the Category IV standards, BNP Paribas USA, Inc. also remains subject to risk-based and leverage capital requirements, internal TLAC and long-term debt requirements, and supervisory stress testing and capital planning requirements on a consolidated basis. The Tailoring Rules reduced the liquidity risk management requirements and the frequency of liquidity stress testing applicable to the Bank and BNP Paribas USA, Inc. from monthly to quarterly.

The Federal Reserve Board has adopted rules to implement the Basel III liquidity coverage ratio ("**LCR**") in the United States for large U.S. banking organizations and certain IHCs. Under the Tailoring Rules, BNP Paribas USA, Inc. is not currently subject to the LCR, but would be required to maintain a reduced LCR of 70% if its weighted short term wholesale funding risk-based indicator exceeds \$50 billion as a Category IV IHC. The Federal Reserve Board has also proposed but not yet finalized rules to similarly implement the second element of the Basel III liquidity framework, the net stable funding ratio ("**NSFR**").

Many aspects of the Dodd-Frank Act continue to require rulemaking by U.S. federal regulatory agencies for full implementation. Until there is greater clarity on the nature of these regulations, it is not possible to assess fully the impact (including additional compliance costs) of the legislation and the regulations on the business of BNP Paribas and the operations of the Branch.

U.S. Government and Regulatory Responses to the COVID-19 Pandemic

In response to the COVID-19 pandemic, the United States enacted the Coronavirus Aid, Relief, and Economic Security Act ("**CARES Act**") on March 27, 2020. Among other things, the CARES Act created a new loan guarantee program called the Paycheck Protection Program (PPP) designed to provide small businesses with support

to cover payroll and certain other expenses. The CARES Act also provides financial institutions with the option to temporarily suspend (i) certain requirements under U.S. GAAP for loan modifications related to COVID-19 that would otherwise be treated as troubled debt restructurings and (ii) any determination that a loan modified as a result of COVID-19 is a troubled debt restructuring (including impairment for accounting purposes). In addition to these federal measures, some state governments have taken or proposed to provide forms of relief to borrowers impacted by COVID-19, such as limiting debt collections efforts and encouraging or requiring extensions, modifications or forbearance with respect to certain loans and fees.

The Federal Reserve has also announced the creation of several facilities aimed at stabilizing the markets, addressing immediate liquidity concerns, and facilitating lending and other assistance to businesses and individuals affected by shutdowns due to COVID-19. These programs include, among others, the Money Market Mutual Fund Liquidity Facility, the Term Asset-Backed Securities Loan Facility, the Commercial Paper Funding Facility, the Primary Market Corporate Credit Facility and the Paycheck Protection Program Liquidity Facility.

BNP Paribas or certain of its affiliates, including BNP Paribas Securities Corp., are or may be participating in these programs.

Anti-Money Laundering and Economic Sanctions

In recent years, a major focus of U.S. policy, legislation and regulation relating to financial institutions has been to combat money laundering and terrorist financing and to assure compliance with U.S. economic sanctions in respect of targeted countries, territories, or persons. U.S. economic sanctions are enforced in part by the U.S. Office of Foreign Assets Control (“OFAC”).

U.S. regulations applicable to BNP Paribas (including the Branch) and its subsidiaries, such as the USA PATRIOT Act, impose obligations to maintain appropriate policies, procedures and controls to detect, prevent and report money laundering and terrorist financing, to verify the identity of their customers, report suspicious transactions, and implement due diligence procedures for certain correspondent and private banking accounts. Failure of BNP Paribas (including the Branch) to maintain and implement adequate programs to combat money laundering and terrorist financing, and to comply with U.S. economic sanctions, could have serious legal and reputational consequences.

GOVERNMENT SUPERVISION AND REGULATION OF CREDIT INSTITUTIONS IN FRANCE

Regulatory and Supervisory Bodies

Banking Authorities

The French Monetary and Financial Code (*Code monétaire et financier*) as well as directly applicable EU regulations, together with guidelines issued by EU and French competent authorities, set forth the conditions under which credit institutions, including banks, may operate. The French Monetary and Financial Code vests related supervisory and regulatory powers in certain administrative authorities.

The *Autorité de contrôle prudentiel et de résolution* (the “ACPR”) is the French authority responsible for the supervision of financial institutions and insurance firms and is also in charge of implementing measures for the prevention and resolution of banking crises and ensuring the protection of consumers and the stability of the financial system. The ACPR is chaired by the Governor of the *Banque de France*.

Since November 4, 2014, the European Central Bank (the “ECB”) has assumed supervisory tasks and responsibilities within the framework of the single supervisory mechanism adopted by the European Union in 2013 (the “**Single Supervisory Mechanism**”) with respect to credit institutions established in the Euro-zone or in non-Euro-zone countries that elect to participate in the Single Supervisory Mechanism.

Pursuant to the Single Supervisory Mechanism, the ECB has exclusive powers to adopt the following decisions with respect to credit institutions deemed “significant”, such as BNP Paribas:

- (a) to authorize credit institutions and to withdraw authorization of credit institutions;
- (b) to assess notification of the acquisition and disposal of qualifying holdings, in other credit institutions, except in the case of a bank resolution;
- (c) to ensure compliance with all prudential requirements laid down in general EU banking rules for credit institutions in the areas of own funds requirements, securitisation, large exposure limits, liquidity, leverage, reporting and public disclosure of information on those matters;
- (d) to carry out supervisory reviews, including stress tests and their possible publication, and the basis of this supervisory review, to impose where necessary on credit institutions higher prudential requirements to protect financial stability under the conditions provided by EU law;
- (e) to impose robust corporate governance practices (including the fit and proper requirements for the persons responsible for the management process, internal control mechanisms, remuneration policies and practices) and effective internal capital adequacy assessment processes; and
- (f) to carry out supervisory tasks in relation to recovery plans, and early intervention where credit institutions or group does not meet or is likely to breach the applicable prudential requirements including structural changes required to prevent financial stress or failure but excluding however resolution measures.

With respect to institutions deemed “less significant”, the ECB has exclusive powers to adopt decisions only with respect to (a) and (b) above.

In each case, national competent authorities (i.e., in France the ACPR), take part in the preparation and adoption of the ECB’s decisions (each of the ACPR and the ECB is hereinafter referred to as a “**Banking Authority**”). Furthermore, the ACPR continues to exercise all of its powers that have not been expressly transferred to the ECB pursuant to the Single Supervisory Mechanism.

The ACPR may apply requirements for certain capital buffers to be held by credit institutions at the relevant level, in addition to own funds requirements (i.e., the capital conservation buffer and the capital buffer applicable to systemic financial institutions). In addition, the High Council for Financial Stability (*Haut Conseil de Stabilité Financière*, or

the “HCSF”) monitors the financial system as a whole, with a view to maintaining its stability and its capacity to make a sustainable contribution to economic growth. The HCSF defines macro-economic policy and is in particular responsible for setting requirements for credit institutions to comply with a countercyclical buffer and a systemic risk buffer (see “—*Capital, liquidity and leverage*” below). If deemed necessary, the ECB may, instead of the ACPR or the HCSF but in close cooperation with such authorities, require the application of higher buffer requirements.

BNP Paribas’ commercial banking operations in France are also significantly affected by monetary policies established from time to time by the ECB in coordination with the *Banque de France*. Commercial banking operations, particularly in their fixing of short-term interest rates, are also affected in practice by the rates at which the *Banque de France* intervenes in the French domestic interbank market.

Other French Banking Regulatory and Supervisory Bodies

The Financial Sector Consultative Committee (*Comité consultatif du secteur financier*) is made up of representatives of credit institutions, financing companies, electronic money institutions, payment institutions, investment firms, asset management companies and insurance companies and insurance brokers and client representatives. This committee is a consultative organization that studies the relations between the above-mentioned entities and their respective clientele and proposes appropriate measures in this area through non-binding opinions and recommendations.

The Consultative Committee on Financial Legislation and Regulations (*Comité consultatif de la législation et de la réglementation financières*) reviews, at the request of the French Minister of Economy, any draft bills or regulations, as well as any draft European regulations relating to the insurance, banking, electronic money, payment service and investment service industries other than those draft regulations issued by the AMF.

In addition, all French credit institutions are required to belong to a professional organization or central body affiliated with the French Credit Institutions and Investment Firms Association (*Association française des établissements de crédit et des entreprises d’investissement*), which represents the interests of credit institutions, financing companies, electronic money institutions, payment institutions, asset management companies and investment firms in particular with the public authorities, provides consultative advice, disseminates information, studies questions relating to banking and financial services activities and makes recommendations in connection therewith. Most registered banks, including BNP Paribas, are members of the French Banking Association (*Fédération Bancaire Française*) which is itself affiliated with the French Credit Institutions and Investment Firms Association.

Supervisory framework

With respect to the banking sector, and for the purposes of carrying out the tasks conferred on it, the relevant Banking Authority makes individual decisions, grants banking and investment firm licenses, and grants specific exemptions as provided in applicable banking regulations. It supervises the enforcement of laws and regulations applicable to banks and other credit institutions, as well as investment firms, and monitors their financial standing.

Banks are required to submit periodic (either monthly or quarterly) accounting reports to the relevant Banking Authority concerning the principal areas of their activities. The main reports and information filed by institutions with the relevant Banking Authority include periodic regulatory reports, collectively referred to as *états périodiques réglementaires*. They include, among other things, the institutions’ accounting and prudential (regulatory capital) filings, which are required, for large institutions such as BNP Paribas, to be filed annually or semi-annually, except for certain information including key metrics that must be filed on a quarterly basis. They also include internal audit reports filed once a year, all the documents examined by the institution’s management in its twice-yearly review of the business and operations and the internal audit findings and the key information that relates to the credit institution’s risk analysis and monitoring. The relevant Banking Authority may also request additional information that it deems necessary and may carry out on-site inspections (including with respect to a bank’s foreign subsidiaries and branches, subject to international cooperation agreements). These reports and controls allow close monitoring of the condition of each bank and also facilitate computation of the total deposits of all banks and their use.

The relevant Banking Authority may order financial institutions to comply with applicable regulations and to cease conducting activities that may adversely affect the interests of clients. The relevant Banking Authority may also

require a financial institution to take measures to strengthen or restore its financial situation, improve its management methods and/or adjust its organization and activities to its development goals. When a financial institution's solvency or liquidity, or the interests of its clients are or could be threatened, the relevant Banking Authority is entitled to take certain provisional measures, including: submitting the institution to special monitoring and restricting or prohibiting the conduct of certain activities (including deposit-taking), the making of certain payments, the disposal of assets, the distribution of dividends to its shareholders, and/or the payment of variable compensation. The relevant Banking Authority may also require credit institutions to maintain regulatory capital and/or liquidity ratios higher than required under applicable law and submit to specific liquidity requirements, including restrictions in terms of asset/liability maturities mismatch.

Where regulations have been violated, the relevant Banking Authority may impose administrative sanctions, which may include warnings, fines, suspension or dismissal of managers and deregistration of the bank, resulting in its winding up. The relevant Banking Authority has also the power to appoint a temporary administrator to manage provisionally a bank that it deems to be mismanaged. Insolvency proceedings may be initiated against banks or other credit institutions, or investment firms only after prior approval of the relevant Banking Authority.

Main Banking Regulations

Legislative Framework

In France, credit institutions such as BNP Paribas must comply with the norms of financial management set by the Minister of Economy, the purpose of which is to ensure the creditworthiness and liquidity of French credit institutions. These banking regulations are mainly derived from EU directives and regulations. Banking regulations implementing the Basel III reforms were adopted on June 26, 2013, and subsequently revised following legislative proposals issued by the European Commission on November 23, 2016 (the “**EU Banking Package**”) consisting of Directive 2013/36/EU of the European Parliament and of the Council of June 26, 2013 on access to the activity of credit institutions and the prudential supervision of credit institutions and investment firms, as amended from time to time including by Directive (EU) 2019/878 of the European Parliament and of the Council of May 20, 2019 (the “**CRD**”) and Regulation (EU) No 575/2013 of the European Parliament and of the Council of June 26, 2013 on prudential requirements for credit institutions and investment firms, as amended from time to time including by Regulation (EU) 2019/876 of the European Parliament and of the Council of May 20, 2019 (the “**CRR**”). Furthermore, Directive 2014/59/EU of the European Parliament and of the Council of May 15, 2014 establishing a framework for the recovery and resolution of credit institutions and investment firms, as amended from time to time including by Directive (EU) 2019/879 of the European Parliament and of the Council of May 20, 2019 as part of the EU Banking Package (the “**BRRD**”) and Regulation (EU) no 806/2014 of the European Parliament and of the Council of July 15, 2014 establishing uniform rules and a uniform procedure for the resolution of credit institutions and certain investment firms in the framework of a Single Resolution Mechanism and a Single Resolution Fund and amending Regulation (EU) No 1093/2010, as amended from time to time including by Regulation (EU) 2019/877 of the European Parliament and of the Council of May 20, 2019 as part of the EU Banking Package (the “**SRMR**”), aim at addressing banking crises in a manner that ensures that losses are borne primarily by shareholders and creditors rather than taxpayers while minimizing effects on financial stability, and entrusts resolution authorities with certain recovery and resolution powers to this effect. The SRMR provides for the establishment of a single resolution board (the “**Single Resolution Board**”) and a single resolution fund (the “**Single Resolution Fund**”) funded through contributions made by the banking industry.

The amended versions of the CRD and of the BRRD must be implemented into national law by December 2020. The amended version of the CRR will take effect as from June 2021, with the exception of certain provisions that have already entered into effect or that will take effect through 2025. The amended version of the SRMR will take effect as from December, 28 2020.

As a significant Eurozone institution, BNP Paribas is subject to the supervision of the ECB since November 2014. As of January 1, 2016, the Single Resolution Board became the competent resolution authority with respect to significant Eurozone institutions such as BNP Paribas, and is in charge of the resolution tasks relating to the implementation of BRRD/SRMR.

Capital requirements

The BNP Paribas Group must comply with minimum capital ratio requirements. In addition to these requirements, the main regulations applicable to credit institutions such as BNP Paribas concern risk diversification and liquidity, monetary policy, restrictions on equity investments and reporting requirements. As of the date hereof, in the various countries in which BNP Paribas operates, it complies with the specific regulatory ratio requirements in accordance with procedures established by the relevant supervisory authorities.

French credit institutions are required to maintain minimum capital to cover their credit, market, counterparty and operational risks. Since January 1, 2015, pursuant to the CRR, credit institutions, such as BNP Paribas, are required to maintain a minimum total capital ratio of 8%, a minimum tier 1 capital ratio of 6% and a minimum Common Equity Tier 1 ratio of 4.5%, each to be obtained by dividing the institution's relevant eligible regulatory capital by its risk-weighted assets. These requirements form the "Pillar 1" capital requirements. In addition, credit institutions have to comply with certain Common Equity Tier 1 buffer requirements, including a capital conservation buffer of 2.5% that is applicable to all institutions, a systemic institution buffer for institutions designated as global systemically important banks ("**G-SIBs**") such as BNP Paribas (the "**G-SIB buffer**"), as well as an institution-specific buffer to cover countercyclical risks, and a buffer covering systemic risks (collectively, the "**combined buffer requirement**"). The systemic risk buffer may be applied at any time upon decision of the relevant national authorities. The countercyclical capital buffer is calculated as the weighted average of the countercyclical buffer rates that apply in all countries where the relevant credit exposures of the Group are located. The weighting applied to the countercyclical buffer rate of each country corresponds to the fraction, in the total capital requirements, of the capital requirements corresponding to the credit exposures in the territory in question. For the credit exposures located in France, the High Council for Financial Stability (*Haut Conseil de Stabilité Financière*, or the "**HCSF**") raised the rate of the countercyclical buffer from 0% to 0.25%. On January 23, 2019, the HCSF confirmed the entry into force in France of this countercyclical capital buffer requirement at 0.25% starting July 1, 2019. The HCSF further raised the countercyclical buffer from 0.25% to 0.5% by a decision of April 2, 2019, applicable as from April 2, 2020.

In addition to the "Pillar 1" capital and buffer requirements, the CRD contemplates that competent authorities may require additional institutions to maintain additional own funds to cover elements of risks which are not fully captured by the minimum "own funds" requirements (so-called "**Pillar 2**" capital requirements or "**P2R**"). Under the amended version of the CRD in line with the EBA guidelines on the revised common procedures and methodologies for the supervisory review and evaluation process ("**SREP**") and supervisory stress testing dated 19 July 2018, P2R must be composed of at least 56% Common Equity Tier 1 capital and at least 75% of tier 1 capital, with the remainder in tier 2 capital.

In addition, competent authorities may establish an additional own funds guidance (so-called "Pillar 2 guidance" or "**P2G**"). While P2G, unlike P2R, is not a legal minimum, banks are expected to follow guidance in order to deal with forward-looking stress scenarios. Competent authorities should be entitled to take supervisory measures and, where appropriate, to impose additional own funds requirements, if an institution repeatedly fails to meet the capital target.

Competent authorities have wide powers at their disposal in CRD and BRRD to take appropriate supervisory measures in a range of circumstances, including when institutions breach capital requirements, including P2R and capital buffers. In particular, if capital requirements are no longer met, CRD and BRRD ensure that intervention powers are available to competent authorities (these additional measures may in certain circumstances be taken by competent authorities pre-emptively prior to a failure to meet minimum requirements). These include: withdrawal of authorization, early intervention measures, and resolution actions.

Following the SREP performed by the ECB for 2019, the CET1 Ratio that the Group has to respect on a consolidated basis was set at 9.92% as of January 1, 2020, as confirmed by the final notification received from the ECB, of which 1.5% for the G-SIB buffer, 2.5% for the conservation buffer, 0.17% for the countercyclical capital buffer and 1.25% for the P2R (excluding the P2G). The tier 1 capital requirement is thus set at 11.42% and the total capital requirement at 13.42%, as confirmed by the final notification received from the ECB.

TLAC and MREL

In coordination with the above-mentioned capital requirements, institutions are required to maintain a minimum level of own funds and eligible liabilities, calculated as a percentage of their own funds and total liabilities based on certain criteria, including systemic importance (“MREL”).

On November 9, 2015, the Financial Stability Board (“FSB”) proposed that G-SIBs (including the BNP Paribas Group) maintain significant amounts of liabilities that are subordinated (by law, contract or structurally) to certain priority liabilities, such as guaranteed or insured deposits and derivatives. These so-called “total loss absorbing capacity” (or “TLAC”) requirements are intended to ensure that losses are absorbed by shareholders and creditors, other than creditors of priority liabilities, rather than being borne by government support systems. The amended versions of CRR and BRRD give effect to the FSB TLAC Term Sheet. Under the amended version of the CRR, G-SIBs including BNP Paribas will be required to comply with a level of TLAC in an amount at least equal to (i) 16% of the total risk exposure through January 1, 2022 and 18% thereafter, and (ii) 6% of the total exposure measure through January 1, 2022 and 6.75% thereafter. The TLAC requirements, as implemented in the CRR, apply in addition to capital requirements applicable to the BNP Paribas Group.

The amended versions of the BRRD and the SRMR also provide that resolution authorities shall be able, on the basis of bank-specific assessments, to require that G-SIBs comply with a supplementary institution-specific requirement, in addition to the TLAC, known as the “MREL add-on”, which is to be set in accordance with Article 45 and seq. of the BRRD and Article 12 of the SRMR, and Commission Delegated Regulation (EU) 2016/1450 of May 23, 2016 published on September 3, 2016, as amended from time to time. Relevant Resolution Authorities may determine an appropriate transitional period to reach the final MREL add-on. In February 2020, the SRB launched a public consultation on proposed changes to its MREL policy that includes a requirement for G-SIBs to comply with an MREL add-on where the TLAC level is not sufficient to allow, in the context of a resolution, for (i) a full absorption of losses, and (ii) a full reconstitution of the G-SIB’s own funds restoring compliance with Pillar 1 and P2R capital requirements and the leverage ratio requirement, subject to potential adjustments to, *inter alia*, meet resolution objectives and secure market access. The MREL add-on would serve to fill in this gap, thereby aligning the approach to resolvability of G-SIBs on the existing approach applicable to non-G-SIBs.

The French law known as the “loi Sapin” (*relative à la transparence, à la lutte contre la corruption et à la modernisation de la vie économique*) that entered into force on December 11, 2016, created a new ranking for “senior non preferred” notes, that are designed to be eligible to count towards TLAC and MREL. Pursuant to this law, Article L.613-30-3 of the French Monetary and Financial Code (*Code monétaire et financier*) provides that securities that are “non structured” debt securities (as defined in Article R.613-28 of the French *Code monétaire et financier*), issued by any French credit institution as from the date of entry into force of the law with a minimum maturity of one year and whose terms and conditions provide that their ranking is as set forth in paragraph 4° of Article L.613-30-3, shall rank junior to any other non-subordinated liability but senior to any subordinated obligations of such credit institution in a judicial liquidation proceeding.

Leverage and liquidity

Under the CRR, credit institutions are also required to maintain a leverage ratio. The leverage ratio is calculated by dividing Tier 1 capital by exposure calculated using the balance sheet assets and off- balance sheet commitments assessed according to a prudential approach. Derivatives and repurchase agreements are also adjusted. The amended version of the CRR introduces a leverage ratio requirement of 3% of Tier 1 capital in addition to the own funds requirements specified in Article 92 of the CRR, which institutions must meet in addition to the above-mentioned capital requirements. From June 28, 2021, credit institutions will be subject to a minimum leverage ratio requirement of 3%; and, from January 1st, 2022, G-SIBs, such as BNP Paribas, will also be subject to a leverage ratio buffer requirement equal to the G-SIB total exposure measure used to calculate the leverage ratio multiplied by 50% of the applicable G-SIB buffer rate.

In addition, French credit institutions must satisfy, on a consolidated basis, certain restrictions relating to concentration of risks (*ratio de contrôle des grands risques*). The aggregate of a French credit institution’s loans and a portion of certain other exposure (*risques*) to a single customer (and related entities) may not exceed 25% of the credit institution’s regulatory capital as defined by French capital requirements. Individual exposures exceeding 10% (and in some cases 5%) of the credit institution’s regulatory capital are subject to specific regulatory requirements. Under the amended version of the CRR, the capital that can be taken into account to calculate the

large exposures limit shall be limited to Tier 1 capital and G-SIBs exposures to other G-SIBs shall be limited to 15% of the G-SIB's Tier 1 capital.

The CRR introduced liquidity requirements pursuant to which institutions are required to hold liquid assets, the total value of which would cover the net liquidity outflows that might be experienced under gravely stressed conditions over a period of thirty (30) calendar days. This requirement is known as the liquidity coverage ratio (“LCR”) and is now fully applicable following a phase-in period. In accordance with the recommendations of the Basel Committee, the amended version of the CRR introduces a binding net stable funding ratio (“NSFR”) set at a minimum level of 100%, which reflects the requirement that an institution holds sufficient stable funding to meet its funding needs during a one-year period under both normal and stressed conditions. This ratio will be applicable as from June 28, 2021.

In accordance with the Basel III post-crisis regulatory reform endorsed by the Basel Committee's oversight body, the Group of Central Bank Governors and Heads of Supervision (the “GHOS”) endorsed a revised standardized approach for credit risk, revisions to the internal ratings-based approach for credit risk, revisions to the credit valuation adjustment (CVA) framework, a revised standardized approach for operational risk; and an aggregate output floor, which will ensure that banks' RWAs generated by internal models are no lower than 72.5% of RWAs as calculated by the Basel III framework's standardized approaches. These new rules are expected to come into effect in 2022 and the output floor is expected to be implemented gradually beginning in January 2022 and fully in effect by 2027. The European Commission launched a public consultation from 11 October 2019 to 3 January 2020, on the basis of which it will issue a legislative proposal in order to implement these rules into EU law. Following the outbreak of the COVID-19 pandemic, the Basel Committee announced on March 27, 2020 the deferral of the implementation of the Basel III framework by one year to January 1, 2023 to increase operational capacity of banks and supervisors to respond to the immediate financial stability priorities resulting from the impact on the global banking system of the COVID-19 pandemic.

MDA and L-MDA

If a credit institution fails to meet the combined buffer requirement described above (*Capital requirements*), it becomes subject, under Article 141(2) to (6) of the CRD, to a cap on its ability to make payments and distributions on shares and other Tier 1 instruments (including Additional Tier 1 instruments), and on the payment of certain bonuses to employees based on a “maximum distributable amount” (the “MDA”). Moreover, pending calculation and notification to the competent authority of the MDA, the credit institution is prohibited from *inter alia* making such payments or distributions. Under the amended version of CRD in line with the opinion of the EBA issued on December 18, 2015, the MDA should be calculated taking into account minimum (Pillar 1) and additional Pillar 2 capital requirements (P2R) and the combined buffer requirement. However, P2G is not required to be taken into account for purposes of calculating the MDA.

Moreover, the amended versions of the BRRD, SRMR and CRR, in particular Article 16a of BRRD and 10a of SRMR, introduce a requirement for MREL/TLAC, as defined above, to be taken into account in the calculation of the MDA (in addition to “Pillar 1” capital requirements, P2R and the combined buffer requirement), subject to a nine-month grace period in case of inability to issue eligible debt, during which restrictions relating to MDA would not be triggered, but authorities would be able to take other appropriate measures.

The amended version of the CRD also introduces an obligation, under Article 141 b, for institutions that fail to meet the leverage ratio buffer, to calculate a leverage ratio maximum distributable amount (the “L-MDA”), and payments and distributions on shares and other Tier 1 instruments (including Additional Tier 1 instruments) as well as payments of certain bonuses to employees will be restricted to such L- MDA.

Investments and activities

French credit institutions are subject to restrictions on equity investments and, subject to various specified exemptions for certain short-term investments and investments in financial institutions and insurance companies, “qualifying shareholdings” held by credit institutions must comply with the following requirements: (a) no “qualifying shareholding” may exceed 15% of the regulatory capital of the concerned credit institution and (b) the aggregate of such “qualifying shareholdings” may not exceed 60% of the regulatory capital of the concerned credit

institution. An equity investment is a “qualifying shareholding” for the purposes of these provisions if (i) it represents more than 10% of the share capital or voting rights of the company in which the investment is made, or (ii) it provides, or is acquired with a view to providing, a “significant influence” over the management of such company. Further, the ECB must authorize certain participations and acquisitions.

French regulations permit only licensed credit institutions to engage in banking activities on a regular basis. Similarly, institutions licensed as banks may not, on a regular basis, engage in activities other than banking, bank-related activities and a limited number of non-banking activities determined pursuant to the regulations issued by the French Minister of Economy. A regulation issued in November 1986 and amended from time to time sets forth an exhaustive list of such non-banking activities and requires revenues from those activities to be limited in the aggregate to a maximum of 10% of total net revenues.

Examination

In addition to the resolution powers set out below, the principal means used by the relevant Banking Authority to ensure compliance by large deposit banks with applicable regulations is the examination of the detailed periodic (monthly or quarterly) financial statements, *états périodiques réglementaires* and other documents that these banks are required to submit to the relevant Banking Authority. In the event that any examination were to reveal a material adverse change in the financial condition of a bank, an inquiry would be made, which could be followed by an inspection. The relevant Banking Authority may also inspect banks (including with respect to a bank’s foreign subsidiaries and branches, subject to international cooperation agreements) on an unannounced basis.

Deposit Guarantee

All credit institutions operating in France are required by law to be a member of the French Deposit Guarantee and Resolution Fund (*Fonds de Garantie des Dépôts et de Résolution*), except branches of European Economic Area banks that are covered by their home country’s guarantee system. Subject to certain exceptions, customers’ deposits held with European establishments of French banks denominated in euro and currencies of the European Economic Area are covered up to an amount of €100,000, per customer and per credit institution, in both cases. The contribution of each credit institution is calculated on the basis of the aggregate deposits and of the risk exposure of such credit institution.

European Deposit Insurance Scheme

In November 2015, the European Commission proposed to set up a European deposit insurance scheme (EDIS) for bank deposits in the euro area (the “**EDIS Proposal**”), through an amendment to the SRMR. EDIS is intended to be the third pillar of the banking union. The EDIS Proposal builds on the system of national deposit guarantee schemes (DGS), like the French Deposit Guarantee and Resolution Fund, which already ensures that all deposits up to €100,000 are protected through national DGS all over the European Union.

EDIS would be managed by the Single Resolution Board and would apply to all credit institutions affiliated to a DGS of a member state participating to the Single Supervisory Mechanism. By providing assistance to national DGSs in case of payouts to depositors or contributions to resolution, EDIS aims at reducing the vulnerability of national DGSs to large local financial shocks, ensuring that the level of depositor confidence in a bank does not depend on the bank’s location, and weakening the link between banks and their home member state.

The European Commission proposed revisions to the EDIS Proposal in its October 2017 communication on completing the banking union. As of the date of this prospectus supplement, the EDIS Proposal remains under discussion within the EU institutions, and further amendments to the EDIS Proposal may be made before an agreement, if any, is reached.

Additional Funding

The governor of the *Banque de France*, as chairman of the ACPR, after requesting the opinion of the relevant Banking Authority, can request that the shareholders of a credit institution in financial difficulty fund the institution in an amount that may exceed their initial capital contribution. However, unless they have agreed to be bound by an

express undertaking to the ACPR, credit institution shareholders have no legal obligation in this respect and, as a practical matter, such a request would likely be made to holders of a significant portion of the institution's share capital.

Internal Control Procedures

French credit institutions are required to establish appropriate internal control systems, including with respect to risk management and the creation of appropriate audit trails. French credit institutions are required to have a system for analyzing and measuring risks in order to assess their exposure to credit, market, global interest rate, intermediation, liquidity and operational risks. Such system must set forth criteria and thresholds allowing the identification of significant incidents revealed by internal control procedures. Any fraud generating a gain or loss of a gross amount superior to 0.5% of the tier 1 capital is deemed significant provided that such amount is greater than €10,000.

With respect to credit risks, each credit institution must have a credit risk selection procedure and a system for measuring credit risk that permit, *inter alia*, centralization of the institution's on- and off-balance sheet exposure and for assessing different categories of risk using qualitative and quantitative data. With respect to market risks, each credit institution must have systems for monitoring, among other things, its proprietary transactions that permit the institution to record on at least a day-to-day basis foreign exchange transactions and transactions in the trading book, and to measure on at least a day-to-day basis the risks resulting from trading positions in accordance with the capital adequacy regulations. The institution must prepare an annual report for review by the institution's board of directors and the relevant Banking Authority regarding the institution's internal procedures and the measurement and monitoring of the institution's exposure.

Compensation Policy

French credit institutions and investment firms are required to ensure that their compensation policy is compatible with sound risk management principles. A significant portion of the compensation of employees whose activities may have a significant impact on the institution's risk exposure must be performance-based and a significant fraction of this performance-based compensation must be in the form of instruments and deferred. Under the CRD as implemented under French law, the aggregate amount of variable compensation of the above-mentioned employees cannot exceed the aggregate amount of their fixed salary; the shareholders' meeting may, however, decide to increase this cap to two times their fixed salary. The variable compensation cap applies to compensation awarded for services or performance from 2014 onwards.

Money Laundering

French credit institutions are required to report to a special government agency (TRACFIN) placed under the authority of the French Minister of the Economy all amounts registered in their accounts that they suspect come from drug trafficking or organized crime, from unusual transactions in excess of certain amounts, as well as all amounts and transactions that they suspect to be the result of offence punishable by a minimum sentence of at least one-year imprisonment or that could participate in the financing of terrorism.

French credit institutions are also required to establish "know your customer" procedures allowing identification of the customer (as well as the beneficial owner) in any transaction and to have in place systems for assessing and managing money laundering and terrorism financing risks in accordance with the varying degree of risk attached to the relevant clients and transactions.

Disclosure

The CRR imposes disclosure obligations to credit institutions relating to risk management objectives and policies, governance arrangements, capital adequacy requirements, remuneration policies that have a material impact on the risk profile and leverage. In addition, the French Monetary and Financial Code (*Code monétaire et financier*) imposes additional disclosure requirements to credit institutions, including disclosure relating to certain financial indicators, their activities in non-cooperative states or territories, and more generally, certain information on their overseas operations.

Resolution Framework

BRRD and SRMR

As a significant Eurozone institution, BNP Paribas is subject to the provisions of both the BRRD (as implemented in France) and the SRMR. The SRMR provides for the establishment of the Single Resolution Board and the Single Resolution Fund funded through contributions made by the banking industry. Since November 2014, the ECB is competent with respect to supervisory tasks relating to the implementation of the BRRD/SRMR, including recovery plans and early intervention measures. As of January 1, 2016, the Single Resolution Board became competent with respect to the resolution tasks relating to the implementation of BRRD/SRMR with respect to significant Eurozone institutions such as BNP Paribas, including the assessment of resolution plans and the adoption of resolution measures. The ACPR remains responsible for implementing the resolution plan according to the Single Resolution Board's instructions.

Exercise of resolution powers including bail-in of capital instruments and eligible liabilities

The resolution authorities have the power to decide the placement in resolution and the exercise of the resolution powers at the point at which they determine that:

- (a) the institution individually, or the group to which it belongs, as applicable, is failing or likely to fail, which includes situations where:
 - (i) the institution infringes/will in the near future infringe the requirements for continuing authorization in a way that would justify withdrawal of such authorization including, but not limited to, because the institution has incurred/is likely to incur losses depleting all or a significant amount of its own funds;
 - (ii) the assets of the institution are/will be in a near future less than its liabilities;
 - (iii) the institution is/will be in a near future unable to pay its debts or other liabilities when they fall due; or
 - (iv) the institution requires extraordinary public financial support.
- (b) there is no reasonable prospect that a private action would prevent the failure; and
- (c) a resolution action is necessary in the public interest.

The powers provided to resolution authorities in the BRRD include write-down/conversion powers to ensure that capital instruments and eligible liabilities (including senior debt instruments) fully absorb losses in the situations described above (the “**Bail-In Tool**”). Accordingly, the BRRD contemplates that resolution authorities may require the write-down of such capital instruments and eligible liabilities in part or in full on a permanent basis, or convert them in part or in full into Common Equity Tier 1 instruments.

The BRRD provides, *inter alia*, that resolution authorities shall exercise the write-down power in a way that results in (i) Common Equity Tier 1 instruments being written down first in proportion to the relevant losses, (ii) thereafter, the principal amount of other capital instruments being written down or converted into Common Equity Tier 1 instruments on a permanent basis and (iii) thereafter, eligible liabilities (including senior debt instruments) being written down or converted in accordance with a set order of priority. Following such a conversion, the resulting Common Equity Tier 1 instruments may also be subject to the application of the Bail-In Tool.

In addition, the BRRD provides resolution authorities with broad powers to implement other resolution measures with respect to institutions that are placed in resolution or, under certain circumstances, their groups, which may include (without limitation) the sale of the institution's business, the separation of assets, the replacement or substitution of the institution as obligor in respect of debt instruments, modifications to the terms of debt instruments (including altering the maturity and/or the amount of interest payable and/or imposing a temporary suspension on payments) and discontinuing the listing and admission to trading of financial instruments.

Write-down or conversion of capital instruments outside the placement in resolution

In addition, the resolution authorities must exercise the write-down of capital instruments or the conversion into Common Equity Tier 1 instruments of Additional Tier 1 Instruments and Tier 2 instruments if the institution has not yet been placed in resolution but any of the following conditions are met:

- (a) where the determination has been made that conditions for resolution have been met, before any resolution action is taken;
- (b) the appropriate authority determines that unless that power is exercised in relation to the relevant capital instruments, the institution or the group will no longer be viable; and
- (c) extraordinary public financial support is required by the institution.

Single Resolution Fund

The Single Resolution Fund (SRF) was established by the SRMR. The purpose of the SRF is to ensure that funding is available while a bank is being restructured to ensure the efficient application of resolution tools and the exercise of the resolution powers conferred to the Single Resolution Board, although costs and other expenses incurred in a bank's resolution should be borne by the bank's shareholders and creditors. It is not intended to be a bail-out fund. The SRF shall be gradually built up during the first eight years until 2024 and it is intended that, by January 1, 2024, its available financial means will reach at least 1 % of the amount of covered deposits of all banks authorized in all of the participating Member States. It is owned and administered by the Single Resolution Board and financed by contributions of banks established in the Member States participating in the Single Supervisory Mechanism.

Contributions are calculated at least annually by the Single Resolution Board after consultation with the ECB and national authorities, on the basis of the pro rata amount of the banks' total liabilities (excluding own funds) less covered deposits with respect to the aggregate amount of liabilities (excluding own funds) less covered deposits of all banks authorized in all of the participating Member States, subject to adjustments that are a function of risk factors. In the case of resolution of a bank that depletes the fund, extraordinary ex-post contributions may be required. Through the SRF, the financial industry as a whole is the one to ensure the stabilisation of the financial system.

Regulatory Responses to the COVID-19 Pandemic

In response to the outbreak of the COVID-19 pandemic, specific temporary mitigation measures were announced and implemented to address the economic impacts of the pandemic on the European banking sector. Given that these and other European or national response measures continue to evolve in response to the spread of the virus, this discussion is presented as of the date of this Prospectus Supplement and the situation may change, possibly significantly, at any time.

Stimulus measures

The ECB announced a number of measures to encourage and support the banking sector's effort to finance businesses affected by the COVID-19 pandemic. To that end, the ECB announced on March 12, 2020 the introduction of longer-term refinancing operations ("LTROs") to provide liquidity at favorable terms to bridge the period until the next operation of the third series of targeted longer-term refinancing operations ("TLTRO-III") scheduled to settle in June 2020. The ECB also adopted more favorable terms under TLTRO-III, and introduced an additional €120 billion of net asset purchases to be made until the end of 2020.

On March 18, 2020, the ECB announced a new €750 billion program to purchase public and private sector securities called the "pandemic emergency purchase program" ("PEPP"). The PEPP includes all asset categories eligible under the current expanded asset purchase program ("EAPP") and expands the range of public debt securities eligible for purchase. The PEPP will last until the ECB's governing council determines the COVID-19 crisis is over, but in any case not before the end of 2020. The ECB also expanded the range of eligible assets under the EAPP to include all investment-grade commercial paper with a minimum remaining maturity of one month.

On April 7, 2020, the ECB adopted a package of temporary collateral easing measures linked to the duration of the

PEPP in order to facilitate the availability of eligible collateral to participate in liquidity providing operations, such as TLTRO-III, and with a view to encourage an increase in bank funding against loans to corporates and households. In particular, the ECB announced the expansion of the use of credit claims as collateral, the accommodation of the requirements on guarantees in order to provide liquidity against loans benefiting from public guarantee schemes such as the one adopted in France and described below, and a temporary increase of the risk tolerance level in Eurosystem credit operations. On April 20, 2020, the Banque de France adopted a decision complementing such measures by *inter alia* enlarging the scope of eligible credit claims within its jurisdiction.

Moreover, on April 22, 2020, the ECB took steps to mitigate the impact of possible rating downgrades on collateral availability, including the grandfathering until September 2021 of the eligibility of marketable assets used as collateral in Eurosystem credit operations and the issuers of such assets in the event of a deterioration of their credit rating, where they fulfilled minimum credit quality requirements on April 7, 2020 and as long as their rating remains above a certain level.

On April 30, 2020, the ECB announced a series of pandemic emergency longer-term refinancing operations (“**PELTROS**”). The PELTROS will be conducted between May and December 2020 and are intended to provide an effective backstop after the expiry of the bridge LTROs that have been conducted since March 2020. Counterparties participating in PELTROS will benefit from the ECB’s collateral easing measures announced in April. The ECB also recalibrated the TLTRO-III to further support economic activity, including through a lowering of the interest rate on all TLTRO-III operations.

The French government has taken a number of measures designed to limit the economic and labor repercussions of the COVID-19 pandemic. These include a €300 billion State guarantee program of loans granted by banks to French businesses, which the European Commission confirmed to be in line with the conditions set out in the temporary framework on state aid adopted in connection with the COVID-19 crisis. As a result, State guarantees granted under this program are not considered as extraordinary public financial support for the purpose of the BRRD and the SRMR, which entails that they do not trigger placement in resolution.

Other support measures adopted by the French government include deferred payment of certain taxes and social charges and partial subsidies for businesses that pay employees who are unable to work on a full-time basis.

Emergency measures/Forbearance period

On March 23, 2020 a law was adopted establishing a health state of emergency, giving the French Government the power to adopt extraordinary measures by decree-law to mitigate the economic effects of the pandemic and the resulting disruption of businesses. In accordance with this law, on March 25, 2020 the French Government adopted a decree-law, amended on April 15, 2020, relating to the extension of deadlines, which among other things temporarily prohibits the application of clauses such as penalty payment clauses, forfeiture clauses, termination clauses and acceleration clauses resulting from the non-performance of obligations due within a “protected” period defined under the decree-law (and which could be extended by a further decree-law) (see the Issuer risk factor “*Epidemics and pandemics, including the ongoing coronavirus (COVID-19) pandemic and their economic consequences may adversely affect the Group’s business, operations and financial condition*”).

Capital relief measures

On March 12, 2020, the ECB announced as part of its package of measures the possibility for banks and financial institutions, without triggering any supervisory actions, (i) to temporarily operate below their Pillar 2 guidance level, and (ii) to cover their Pillar 2 requirements with capital instruments other than CET1 (i.e. AT1 or T2 instruments), thereby applying in advance a CRD rule that will be applicable as from January 2021. The ECB also announced that it would allow banks to operate below the requirements set forth under the capital conservation buffer and under the liquidity coverage ratio rules. The ECB further announced the possibility for individualized relief measures to be agreed between banks and the ECB, such as extending deadlines for the implementation of remediation actions or for the verification of compliance with qualitative SREP measures. With regard to MREL, the SRB announced in a March 25, 2020 letter to banks that it stands ready to adjust MREL targets in line with capital requirements to take into account the relief measures taken by Banking Authorities.

On March 20, 2020, the ECB announced that it will use a flexible approach as regards the assessment and treatment

of non-performing and forbore exposures by banks to ensure the effectiveness of guarantee schemes and moratoriums put in place by public authorities to address the COVID-19 crisis. In particular, obligors will not automatically be considered as “unlikely to pay” if the bank calls on the state guarantee or where the exposure to this obligor is subject to payment deferrals, which may otherwise have prudential consequences including the triggering of a requirement to mobilize CET1 to cover potential losses where loss coverage is insufficient on banks’ balance sheets.

On April 16, 2020, the ECB further announced a measure to provide relief with regard to capital requirements for market risk through a temporary reduction of the qualitative market risk multiplier. This measure aims to address the extraordinary levels of volatility recorded in financial markets since the outbreak of the COVID-19 pandemic, and will be reassessed after six months. The EBA also proposed to amend the financial instruments prudent valuation framework to mitigate the capital impact of such volatility levels.

On April 28, 2020, the European Commission proposed a package of measures amending CRR to make a number of targeted adjustments to address specific needs arising from the COVID-19 pandemic (the “**COVID-19 Banking Package**”), and expects it to be examined by the European Parliament and Council as a matter of urgency and adopted in June 2020. It is accompanied by an interpretative communication on the use of the flexibility embedded in the EU’s current accounting rules and prudential requirements, which summarises and endorses the measures already taken by the EBA and Banking Authorities.

The COVID-19 Banking Package intends *inter alia* to accelerate the application of certain provisions of the CRR allowing a more favorable treatment of certain exposures to SMEs and to certain loans backed by pensions or salaries, delays the application of the leverage ratio buffer to G-SIBs to January 1, 2023, and proposes adjustments to a leverage ratio mechanism applicable as from June 28, 2021 designed to offset the impact of a temporary exclusion of certain central bank exposures from the leverage ratio in situations of stress such as the current COVID-19 pandemic. It includes measures complementing statements and guidance issued by the EBA and other competent organisations on the flexibility embedded in IFRS9 and proposing to reset and amend the IFRS9 transitional arrangements to mitigate the impact on CET1 and on banks’ lending capacity of the likely increases in expected credit loss provisioning under IFRS 9 due to the economic consequences of the COVID-19 pandemic. The COVID-19 Banking Package also complements the ECB’s measures by granting a preferential treatment to non-performing exposures covered by public guarantee schemes.

In France, the HCSF decided on April 1, 2020 to lower the counter-cyclical buffer rate to 0% as from April 2, 2020, thereby enabling banks to use this buffer that had already been constituted to address the emergency situation arising from the COVID-19 pandemic.

Supervisory measures

In its statement on March 12, 2020, the EBA announced that it would postpone EU-wide stress tests to 2021 and recommended that competent authorities conduct supervisory activities in a pragmatic way and provide flexibility in some areas of required reporting in order to ensure that banks are able to prioritize operational continuity without affecting the reporting of crucial financial information needed to monitor the financial and prudential situation of European banks. On April 9, 2020, the ACPR announced in turn that it will give institutions some leeway in particular in relation to the remittance dates of certain prudential and accounting reporting. On April 22, 2020, the EBA further announced the need for a pragmatic 2020 SREP focused on the most material risks and vulnerabilities driven by the COVID-19 pandemic, and called on financial institutions to focus on digital operational resilience to ensure business continuity at a time where they provide most of their services online and remain vigilant to fraud.

Banking Authorities have complemented stimulus and relief measures with the issuance of additional restrictions and recommendations in respect of banks’ actions justified by the need to ensure that banks are fully mobilized to support the economy through the crisis. In particular, on March 27, 2020, the ECB issued a recommendation that banks refrain from dividend distributions and share buy-backs until at least October 1, 2020 in light of the impacts of the COVID-19 pandemic. On March 30, 2020, the ACPR extended this recommendation to banks under its supervision. Moreover, on March 31, 2020, the EBA and the Chair of the ECB’s supervisory board called on banks to exercise moderation regarding the payment of variable remuneration.

TERMS AND CONDITIONS OF THE NOTES

The following updates and supersedes in its entirety the section “Terms and Conditions of the Notes” in the base prospectus and updates the related portions of the “Summary” section of the base prospectus.

The following are the Terms and Conditions of the Notes that will be attached to or incorporated by reference into each Book-Entry Note and that will be endorsed upon each certificated Note. The applicable supplement prepared by, or on behalf of, the Issuer in relation to any Notes may specify other Terms and Conditions that shall, to the extent so specified or to the extent inconsistent with these Terms and Conditions, replace the following Terms and Conditions for the purposes of a specific issue of Notes. The applicable supplement will be incorporated into, or attached to, each Book-Entry Note and endorsed upon each certificated Note. Capitalized terms used in this section but not defined herein shall have the meanings assigned to them in the Fiscal and Paying Agency Agreement (as defined below) or in the applicable supplement unless the context otherwise requires or unless otherwise stated.

This Note is one of a Series of the Notes (“Notes,” which expression shall mean (i) in relation to any Notes represented by a Book-Entry Note, units of the lowest specified denomination (“Specified Denomination”) in the Specified Currency of the relevant Notes, (ii) certificated Notes issued in exchange (or part exchange) for a Book-Entry Note and (iii) any Book-Entry Note issued by BNP Paribas (the “Issuer”) subject to, and with the benefit of, an amended and restated fiscal and paying agency agreement (as it may be updated or supplemented from time to time, the “Fiscal and Paying Agency Agreement”) dated May 22, 2019, and made among the Issuer, the Guarantor and The Bank of New York Mellon, as fiscal and paying agent (the “Fiscal and Paying Agent”). The Issuer and certain of its affiliates maintain lines of credit or have other banking relationships with the Fiscal and Paying Agent in the ordinary course of business. The Fiscal and Paying Agent, any additional paying agent (each, a “Paying Agent” and, together with the Fiscal and Paying Agent, the “Paying Agents”) and the Calculation Agent are referred to together as the “Agents.”

As used in this section, “Tranche” means Notes that are identical in all respects, including as to listing, and “Series” means each original issue of Notes together with any further issues expressed to form a single series with the original issue that are denominated in the same currency and that have the same maturity date (as defined in the applicable supplement) or redemption month, as the case may be, interest basis and interest payment dates, if any, and the terms of which, save for the issue date or interest commencement date and the issue price, are otherwise identical, including whether the Notes are listed, and the expressions “Notes of the relevant Series” and “holders of Notes of the relevant Series” and related expressions shall be construed accordingly.

To the extent the supplement for a particular Series of Notes specifies other Terms and Conditions that are in addition to, or inconsistent with, these Terms and Conditions, such new Terms and Conditions shall apply to such Series of Notes.

The holders for the time being of the Notes (“Noteholders”), which expression shall, in relation to any Notes represented by a Book-Entry Note, be construed as provided in Condition 1 (*Form, Denomination, Title and Transfer*) below, are deemed to have notice of, and are entitled to the benefit of, all the provisions of the Fiscal and Paying Agency Agreement and the applicable supplement, which are binding on them. Certain statements in these Terms and Conditions are summaries of, and are subject to, the detailed provisions of the Fiscal and Paying Agency Agreement. Copies of the Fiscal and Paying Agency Agreement, and the supplement for the Notes of any Series, are available at the principal office of the Fiscal and Paying Agent.

Any reference herein to DTC, Euroclear and/or Clearstream, Luxembourg shall, whenever the context so permits, be deemed to include a reference to any additional or alternative clearing system, including Euroclear France and the *Intermédiaires financiers habilités* authorized to maintain accounts therein (together, “Euroclear France”), approved by the Issuer and the Fiscal and Paying Agent.

1. Form, Denomination, Title and Transfer

(a) Form, Denomination and Title

Unless otherwise specified in the applicable supplement, the Notes will be in book-entry form in the Specified Currency and Specified Denominations. Book-entry notes will trade only in book-entry form and will be issued in

global form to DTC, as described in the Fiscal and Paying Agency Agreement. The Notes may take the form of beneficial interests under one or more global notes (the “**Global Notes**”) or master notes (the “**Master Notes**”) representing one or more Series, as described in the Fiscal and Paying Agency Agreement. The Notes will be a Senior Preferred Note, a Senior Non Preferred Note, a Senior Preferred to Senior Non Preferred Note (optional conversion), a Senior Preferred to Senior Non Preferred Note (automatic conversion) or a Subordinated Note as indicated in the applicable supplement. This Note is, to the extent specified in the applicable supplement, a Fixed-Rate Note, a Floating-Rate Note, a Zero Coupon Note, a Linked Note, a Physical Delivery Note or a Dual Currency Note, or any appropriate combination thereof or, subject to all applicable laws and regulations, any other kind of Note specified in the applicable supplement. Whenever Dual Currency Notes or Linked Notes are issued to bear interest on a fixed- or floating-rate basis, or on a non-interest-bearing basis, the provisions in these Terms and Conditions relating to Fixed-Rate Notes, Floating-Rate Notes and Zero Coupon Notes, respectively, shall, where the context so admits, apply to such Dual Currency Notes or Linked Notes. Any reference in these Terms and Conditions to “**Physical Delivery Notes**” shall mean Notes in respect of which either an amount of principal and/or interest is payable by reference to an underlying equity, bond, security or other asset as may be specified in the applicable supplement (the “**Underlying Assets**”), and a “**Physical Delivery Amount**,” being the number of Underlying Assets plus or minus any amount due to or from the Noteholder in respect of each Note, is deliverable and/or payable, in each case, by reference to one or more Underlying Assets as the Issuer and the relevant Agents may agree and as set out in the applicable supplement.

The Issuer has appointed the Fiscal and Paying Agent at its office specified below to act as registrar of the Notes. The Issuer shall cause to be kept at the specified office of the Fiscal and Paying Agent for the time being at 240 Greenwich Street, New York, New York a register (the “**Register**”) with respect to the Issuer on which shall be entered, among other things, the name and address of the holders of the registered Notes and particulars of all transfers of title to the Notes.

For so long as DTC or its nominee is the registered owner or holder of a Global Note or Master Note, DTC or such nominee, as the case may be, will be considered the sole owner or holder of the Notes represented by such Global Note or Master Note for all purposes under the Fiscal and Paying Agency Agreement and the Notes, except to the extent that in accordance with DTC’s published rules and procedures any ownership rights may be exercised by its participants or beneficial owners through participants.

Notes which are represented by a Global Note or Master Note will be transferable only in accordance with the rules and procedures for the time being of DTC, Euroclear and/or Clearstream, Luxembourg, as the case may be.

(b) *Transfers of Registered Notes*

(i) Transfers of interests in Global Notes or Master Notes

Transfers of beneficial interests in Global Notes or Master Notes will be effected by DTC, Euroclear and/or Clearstream, Luxembourg, as the case may be, and, in turn, by other participants and, if appropriate, indirect participants in such clearing systems acting on behalf of beneficial transferors and transferees of such interests. A beneficial interest in a Global Note or Master Note will, subject to compliance with all applicable legal and regulatory restrictions, be transferable for Notes in certificated form or for a beneficial interest in another Global Note or Master Note only in the authorized denominations set out in the applicable supplement and only in accordance with the rules and operating procedures for the time being of DTC, Euroclear and/or Clearstream, Luxembourg, as the case may be, and in accordance with the terms and conditions specified in the Fiscal and Paying Agency Agreement, including any required certifications.

(ii) Transfers of Notes in certificated form

Subject as provided in paragraph (v) below and to compliance with all applicable legal and regulatory restrictions, upon the terms and subject to the conditions set forth in the Fiscal and Paying Agency Agreement, including the transfer restrictions contained therein, a Note in certificated form may be transferred in whole or in part (in the authorized denominations set out in the applicable supplement). In order to effect any such transfer (a) the holder or holders must (1) surrender the Note for registration of the transfer of the Note (or the relevant part of the Note) at the specified office of a Paying Agent, with the form of transfer thereon duly executed by the holder or holders thereof or his or their attorney or attorneys duly authorized in writing and (2) complete and deposit such other certifications specified in the Fiscal and Paying Agency Agreement and as may be required by such Paying Agent and

(b) such Paying Agent must, after due and careful inquiry, be satisfied with the documents of title and the identity of the person making the request. Any such transfer will be subject to such reasonable regulations as the Issuer and the Fiscal and Paying Agent may from time to time prescribe (the initial such regulations being set out in Schedule 5 to the Fiscal and Paying Agency Agreement). Subject as provided above, the Fiscal and Paying Agent will, within three business days (being for this purpose a day on which banks are open for business in the city where the specified office of such Paying Agent is located) of the request (or such longer period as may be required to comply with any applicable fiscal or other laws or regulations), authenticate and deliver, or procure the authentication and delivery of, at its specified office to the transferee or (at the risk of the transferee) send by uninsured mail to such address as the transferee may request, a new Note in certificated form of a like aggregate nominal amount to the Note (or the relevant part of the Note) transferred. In the case of the transfer of only part of a Note in certificated form, a new Note in certificated form in respect of the balance of the Note not transferred will be so authenticated and delivered or (at the risk of the transferor) sent to the transferor.

(iii) Registration of transfer upon partial redemption

In the event of a partial redemption of Notes under Condition 5 (*Redemption and Purchase*) below, the Issuer shall not be required to register the transfer of any Note, or part of a Note, called for partial redemption.

(iv) Costs of registration

Noteholders will not be required to bear the costs and expenses of effecting any registration of transfer as provided above, except for any costs or expenses of delivery other than by regular, uninsured mail and except that the Issuer may require the payment of a sum sufficient to cover any stamp duty, tax or other governmental charge that may be imposed in relation to the registration.

(v) Exchanges and transfers of Notes generally

Holders of Notes in certificated form may exchange such Notes for interests in a Global Note or Master Note of the same type at any time, subject to compliance with all applicable legal and regulatory restrictions and upon the terms and subject to the conditions set forth in the Fiscal and Paying Agency Agreement.

2. Status of the Notes

(a) Status (*Senior Notes*)

“**Senior Notes**” may be Senior Preferred Notes or Senior Non Preferred Notes, as specified in the applicable supplement.

(i) Status (Senior Preferred Notes)

If the Notes are “**Senior Preferred Notes**”, the Notes will be Senior Preferred Obligations and are direct, unconditional, unsecured and senior obligations of the Issuer, and rank and will at all times rank:

- a) senior to Senior Non Preferred Obligations;
- b) *pari passu* among themselves and with other Senior Preferred Obligations; and
- c) junior to present and future claims benefiting from other preferred exceptions.

Subject to applicable law, in the event of the voluntary or judicial liquidation (*liquidation amiable ou liquidation judiciaire*) of the Issuer, bankruptcy proceedings or any other similar proceedings affecting the Issuer, the rights of Noteholders to payment under the Senior Preferred Notes rank (a) junior to present and future claims benefiting from other preferred exceptions, and (b) senior to any Senior Non Preferred Obligations.

(ii) Status (Senior Non Preferred Notes)

If the Notes are “**Senior Non Preferred Notes**”, the Notes will be Senior Non Preferred Obligations and are direct, unconditional, unsecured and senior (*chirographaires*) obligations of the Issuer, and rank and will at all times rank:

- a) senior to Eligible Creditors of the Issuer, Ordinarily Subordinated Obligations and any other present or future claims otherwise ranking junior to Senior Non Preferred Obligations;
- b) *pari passu* among themselves and with other Senior Non Preferred Obligations; and
- c) junior to present and future claims benefiting from preferred exceptions including Senior Preferred Obligations.

Subject to applicable law, in the event of the voluntary or judicial liquidation (*liquidation amiable ou liquidation judiciaire*) of the Issuer, bankruptcy proceedings or any other similar proceedings affecting the Issuer, the rights of Noteholders to payment under the Senior Non Preferred Notes rank :

- a) junior to Senior Preferred Obligations; and
- b) senior to any Eligible Creditors of the Issuer, Ordinarily Subordinated Obligations and any other present or future claims otherwise ranking junior to Senior Non Preferred Obligations.

(iii) If the Notes are “**Senior Preferred to Senior Non Preferred Notes (optional conversion)**”, the Notes will upon issue be Senior Preferred Notes but the Issuer may elect on giving not more than forty-five (45) nor less than fifteen (15) days’ notice to the Noteholders (in accordance with Condition 12) (which notice shall be irrevocable and shall specify the date fixed for such conversion (the “**Optional Conversion Date**”), to convert the Notes into Senior Non Preferred Notes.

(iv) If the Notes are “**Senior Preferred to Senior Non Preferred Notes (automatic conversion)**”, the Notes will upon issue be Senior Preferred Notes but the Notes will automatically be converted into Senior Non Preferred Notes on the date set out in the applicable supplement (the “**Automatic Conversion Date**”).

“**Ordinarily Subordinated Obligations**” means any subordinated obligations or other instruments issued by the Issuer which rank, or are expressed to rank, *pari passu* among themselves, and are direct, unconditional, unsecured and subordinated obligations of the Issuer but in priority to *prêts participatifs* granted to the Issuer, *titres participatifs* issued by the Issuer and any deeply subordinated obligations of the Issuer (*engagements dits “super subordonnés”*, i.e. *engagements subordonnés de dernier rang*).

“**Senior Non Preferred Obligations**” means any senior (*chirographaires*) obligations of, or other instruments issued by, the Issuer, which fall or are expressed to fall within the category of obligations described in Articles L.613-30-3-I-4° and R.613-28 of the French Monetary and Financial Code (including the Senior Non Preferred Notes).

“**Senior Preferred Obligations**” means any senior obligations of, or other instruments issued by, the Issuer, which fall or are expressed to fall within the category of obligations described in Article L.613-30-3-I-3° of the French Monetary and Financial Code (including the Senior Preferred Notes and the Warrants).

For the avoidance of doubt, Unsubordinated Notes issued under the Program prior to the prospectus supplement dated December 9, 2016, supplementing the base prospectus dated May 13, 2015, constitute Senior Preferred Obligations.

(b) *Status (Subordinated Notes)*

Condition 2(b)(i) will apply in respect of the Subordinated Notes for so long as any Existing Subordinated Note is outstanding. Upon redemption or repurchase and cancellation of all of the Existing Subordinated Notes in whole (the “**Existing Subordinated Notes Redemption Event**”), Condition 2(b)(ii) will automatically replace and

supersede Condition 2(b)(i) in respect of all outstanding Subordinated Notes without the need for any action from the Issuer.

(i) Prior to the Existing Subordinated Notes Redemption Event.

If the Notes are “**Subordinated Notes**”, the Notes will be Ordinarily Subordinated Obligations and will constitute direct, unconditional, unsecured and subordinated obligations of the Issuer and will rank *pari passu* among themselves and *pari passu* with all other present and future direct, unconditional, unsecured and ordinary subordinated indebtedness of the Issuer.

Subject to applicable law, in the event of the voluntary liquidation of the Issuer, bankruptcy proceedings, or any other similar proceedings affecting the Issuer, the rights to payment of the holders of the Subordinated Notes will be subordinated to the full payment of the unsubordinated creditors (including depositors) of the Issuer but, subject to such payment in full, such holders of Subordinated Notes will be paid in priority to *prêts participatifs* granted to the Issuer *titres participatifs* issued by the Issuer and any Undated Deeply Subordinated Notes (as defined herein) (*obligations dites “super subordonnées” i.e. engagements subordonnés de dernier rang*) issued by the Issuer. The Subordinated Notes of the Issuer are issued pursuant to the provisions of Article L.228-97 of the French Commerce Code.

(ii) As from the Existing Subordinated Notes Redemption Event.

If the Notes are “**Subordinated Notes**”, the Notes will be Ordinarily Subordinated Obligations and will constitute direct, unconditional, unsecured and subordinated obligations of the Issuer and will rank *pari passu* among themselves and *pari passu* with:

- a) any obligations or instruments of the Issuer which constitute Tier 2 Capital; and
- b) any other obligations or instruments of the Issuer that rank or are expressed to rank equally with the Subordinated Notes.

Subject to applicable law, in the event of the voluntary liquidation of the Issuer, bankruptcy proceedings, or any other similar proceedings affecting the Issuer, the rights to payment of a holder of the Subordinated Notes will be (a) subordinated to the full payment of (i) the unsubordinated creditors of the Issuer and (ii) the Eligible Creditors of the Issuer; and (b) will be paid in priority to any *prêts participatifs* granted to the Issuer, *titres participatifs* issued by the Issuer and any deeply subordinated obligations of the Issuer (*obligations dites “super subordonnées” i.e. engagements subordonnés de dernier rang*). The Subordinated Notes of the Issuer are issued pursuant to the provisions of Article L.228-97 of the French Commerce Code.

“**Eligible Creditors**” shall mean creditors holding subordinated claims that rank or are expressed to rank senior to the Subordinated Notes.

“**Existing Subordinated Notes**” shall mean the series listed below, provided that should any such series be amended in any way which would result in allowing the Issuer to issue Subordinated Notes ranking senior to such given series, then such series would be deemed to no longer constitute an Existing Subordinated Note.

ISIN Code:
XS0111271267
XS0123523440
XS0142073419
XS0152588298
FR0000572646
XS1120649584
US05579T5G71
XS1046827405

“**Undated Deeply Subordinated Notes**” means the direct, unconditional, unsecured and subordinated obligations of the Issuer which rank *pari passu* among themselves and *pari passu* with all other present and future direct, unconditional, unsecured and deeply subordinated indebtedness of the Issuer and have no fixed maturity date.

(c) *Waiver of set-off*

No Noteholder may at any time exercise or claim any Waived Set-Off Rights (as defined below) against any right, claim, or liability the Issuer has or may have or acquire against such Noteholder, directly or indirectly, howsoever arising (and, for the avoidance of doubt, including all such rights, claims and liabilities arising under or in relation to any and all agreements or other instruments of any sort or any non-contractual obligations, in each case whether or not relating to such Note) and each such Noteholder shall be deemed to have waived all Waived Set-Off Rights (as defined below) to the fullest extent permitted by applicable law in relation to all such actual and potential rights, claims and liabilities.

For the avoidance of doubt, nothing in this Condition 2(c) is intended to provide or shall be construed as acknowledging any right of deduction, set-off, netting, compensation, retention or counterclaim or that any such right is or would be available to any Noteholder but for this Condition 2(c).

For the purposes of this Condition 2(c), “**Waived Set-Off Rights**” means any and all rights of or claims of any Noteholder for deduction, set-off, netting, compensation, retention or counterclaim arising directly or indirectly under or in connection with any such Note.

3. Interest

(a) *Interest on Fixed-Rate Notes*

Each Fixed-Rate Note bears interest on its nominal amount, or if it is a partly paid Note, the amount paid up, from, and including, the interest commencement date at the specified rates per annum (or otherwise) (the “**Rate of Interest**”) equal to the fixed rates of interest payable in arrears on the fixed Interest Payment Dates in each year as specified in the applicable supplement and, if applicable, on the maturity date. The first payment of interest will be made on the fixed Interest Payment Date following the interest commencement date. Except as provided in the applicable supplement, the amount of interest payable on each fixed Interest Payment Date in respect of the fixed interest period ending on such date will amount to the fixed coupon amount.

If interest is required to be calculated for a period ending other than on a fixed Interest Payment Date, such interest shall be calculated by applying the Rate of Interest to each Specified Denomination, multiplying such sum by the applicable Day Count Fraction, and rounding the resulting figure to the nearest Sub-Unit of the relevant Specified Currency, half of any such Sub-Unit being rounded upwards or otherwise in accordance with applicable market convention. The supplement, in relation to each Series of Notes in relation to which this paragraph 3(a) is specified as being applicable, shall set forth the applicable Business Day Convention.

If the Fixed-Rate Notes are specified in the applicable supplement as “**Resettable Notes**”, the Rate of Interest will initially be a fixed rate and will then be resettable as provided below:

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

- (A) for each Fixed 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;
- (B) for each Fixed Interest Period falling in the period from (and including) the First Reset Date to (but excluding) the Second Reset Date or, if none, the maturity date, the First Reset Rate of Interest; and
- (C) for each Fixed Interest Period in any Subsequent Reset Period thereafter, the Subsequent Reset Rate of Interest in respect of the relevant Subsequent Reset Period.

In this paragraph 3(a):

“Business Day” means a day that is both:

- (A) a day on which commercial banks and foreign exchange markets settle payments and are open for general business, including dealing in foreign exchange and foreign currency deposits, in New York City; and
- (B) in relation to any sum payable in a Specified Currency other than U.S. dollars, a day on which commercial banks and foreign exchange markets settle payments and are open for general business, including dealing in foreign exchange and foreign currency deposits, in the principal financial center of the country of the relevant Specified Currency, as specified in the applicable supplement;

“Business Day Convention” means either:

- (i) if the “Following Business Day Convention” is specified in the applicable supplement, interest shall be payable in arrears on the fixed Interest Payment Dates set forth in the applicable supplement; provided that, if any fixed Interest Payment Date would otherwise fall on a date that is not a Business Day, the relevant fixed Interest Payment Date will be the first following day that is a Business Day; or
- (ii) if the “Modified Following Business Day Convention” is specified in the applicable supplement, interest shall be payable in arrears on such fixed Interest Payment Date as are set forth in the applicable supplement; provided that, if any fixed Interest Payment Date would otherwise fall on a date that is not a Business Day, the relevant fixed Interest Payment Date will be the first following day that is a Business Day unless that day falls in the next calendar month, in which case the relevant fixed Interest Payment Date will be the first preceding day that is a Business Day; or
- (iii) such other convention may be specified in the applicable supplement;

“CMT Rate” means, in relation to a Reset Period and the Reset Determination Date in relation to such Reset Period, the rate determined by the Calculation Agent and expressed as a percentage equal to:

- (A) the yield for U.S. Treasury Securities at “constant maturity” for the relevant CMT Rate Maturity, as published in the H.15(519) under the caption “Treasury constant maturities (Nominal)”, as that yield is displayed, for the particular Reset Determination Date, on the CMT Rate Screen Page; or
- (B) if the yield referred to in (A) above is not published by 4:00 p.m. (New York City time) on the CMT Rate Screen Page on such Reset Determination Date, the yield for U.S. Treasury Securities at “constant maturity” for the relevant CMT Rate Maturity as published in the H.15(519) under the caption “Treasury constant maturities (Nominal)” for such Reset Determination Date; or
- (C) if the yield referred to in (B) above is not published by 4:30 p.m. (New York City time) on such Reset Determination Date, the Reset Reference Dealer Rate on such Reset Determination Date; or
- (D) if fewer than three Reference Dealers selected by the Issuer provide bid prices to the Issuer (for forwarding to the Calculation Agent) for the purposes of determining the Reset Reference Dealer Rate referred to in (C) above as described in the definition of Reset Reference Dealer Rate, the CMT Rate applicable to the last preceding Reset Period or, in the case of the Reset Period commencing on the First Reset Date, the Initial Rate of Interest minus the First Margin;

“CMT Rate Maturity” means the designated maturity for the CMT Rate to be used for the determination of the Reset Reference Rate, as specified in the applicable supplement;

“**CMT Rate Screen Page**” means page H15T5Y on the Bloomberg L.P. service or any successor service or such other page as may replace that page on that service for the purpose of displaying “Treasury constant maturities” as reported in the H.15(519);

“**Day Count Fraction**” means, unless otherwise specified in the applicable supplement, in respect of the calculation of an amount of interest for any Fixed Interest Period:

- (A) if “*Actual/Actual (ICMA)*” is specified in the applicable supplement:
 - (1) in the case of Notes for which the number of days in the relevant period from, and including, the most recent fixed Interest Payment Date, or, if none, the interest commencement date, to, but excluding, the relevant payment date (the “**Accrual Period**”) is equal to or shorter than the Determination Period during which the Accrual Period ends, the number of days in such Accrual Period divided by the product of (a) the number of days in such Determination Period and (b) the number of Determination Dates, as specified in the applicable supplement, that would occur in one calendar year; or
 - (2) in the case of Notes for which the Accrual Period is longer than the Determination Period during which the Accrual Period ends, the sum of:
 - (a) the number of days in the Accrual Period falling in the Determination Period in which the Accrual Period begins divided by the product of (x) the number of days in such Determination Period and (y) the number of Determination Dates, as set forth in the applicable supplement, that would occur in one calendar year; and
 - (b) the number of days in the Accrual Period falling in the next Determination Period divided by the product of (x) the number of days in that Determination Period and (y) the number of Determination Dates that would occur in one calendar year; and
- (B) if “*30/360*” is specified in the applicable supplement, the number of days in the period from and including the most recent fixed Interest Payment Date, or, if none, the interest commencement date, to, but excluding, the relevant payment date (such number of days being calculated on the basis of twelve 30-day months) divided by 360.

“**Determination Dates**” means the dates set forth (and named as such) in the applicable supplement;

“**Determination Period**” means each period from, and including, a Determination Date to, but excluding, the next Determination Date, including, if either the interest commencement date or the final fixed Interest Payment Date is not a Determination Date, the period commencing on the first Determination Date prior to, and ending on the first Determination Date falling after, such date;

“**First Margin**” means the percentage specified as such in the applicable supplement;

“**First Reset Date**” means the date specified as such in the applicable supplement;

“**First Reset Period**” means the period from (and including) the First Reset Date to (but excluding) the Second Reset Date or, if none, the maturity date;

“**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 Reset Reference Rate for the First Reset Period and the First Margin;

“**Fixed Interest Period**” means the period from, and including, a fixed Interest Payment Date, or the interest commencement date, to, but excluding, the next, or first, fixed Interest Payment Date;

“**Initial Rate of Interest**” has the meaning specified as such in the applicable supplement;

“**Mid-Market Swap Rate**” means for any Reset Period the mean of the bid and offered rates for the fixed leg payable with a frequency equivalent to the frequency with which scheduled interest payments are payable on the Notes during the relevant Reset Period (calculated on the 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 applicable supplement) (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 Floating Leg Benchmark Rate**” means EURIBOR if the Specified Currency is euro or LIBOR for the Specified Currency if the Specified Currency is not euro, or such Benchmark Replacement determined by the Replacement Rate Determination Agent pursuant to Condition 3(c) (*Benchmark Replacement Provisions*);

“**Mid-Swap Rate**” means, in relation to a Reset Period, either:

- (A) (1) if Single Mid-Swap Rate is specified in the applicable supplement, the rate for swaps in the Specified Currency:
 - (a) with a term equal to such Reset Period; and
 - (b) commencing on the relevant Reset Date, which appears on the Relevant Screen Page; or
- (2) if Mean Mid-Swap Rate is specified in the applicable supplement, the arithmetic mean (expressed as a percentage rate per annum and rounded, if necessary, to the nearest 0.001 per cent. (0.0005 per cent. being rounded upwards)) of the bid and offered swap rate quotations for swaps in the Specified Currency:
 - (a) with a term equal to such Reset Period; and
 - (b) commencing on the relevant Reset Date,

which appears on the Relevant Screen Page, in either case, as at approximately the Relevant Time on the relevant Reset Determination Date, all as determined by the Calculation Agent (the “**Screen Page Mid-Swap Rate**”).

- (B) 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 Time on the relevant Reset Determination Date, except as provided in paragraph (C) below, 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 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 Mid-Swap Rate for 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) all as determined by the Calculation Agent acting in good faith and in a commercially reasonable manner.

If on any Reset Determination Date only two relevant quotations are provided, the Mid-Swap Rate for 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, all as determined by the Calculation Agent acting in good faith and in a commercially reasonable manner.

If on any Reset Determination Date, only one relevant quotation is provided, the Mid-Swap Rate for 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, all as determined by the Calculation Agent acting in good faith and in a commercially reasonable manner.

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 Mid-Swap Rate for the First Reset Rate of Interest or the Subsequent Reset Rate of Interest, as the case may be, shall be (i) in the case of the First Reset Date, (x) if Initial Mid-Swap Rate Final Fallback is specified in the applicable supplement, the Mid-Swap Rate used for the Initial Rate of Interest, (y) if Reset Maturity Initial Mid-Swap Rate Final Fallback is specified in the applicable supplement, the Reset Period Maturity Initial Mid-Swap Rate as specified in the applicable supplement or (z) if Last Observable Mid-Swap Rate Final Fallback is specified in the applicable supplement, the last Screen Page Mid-Swap Rate available on the Relevant Screen Page and (ii) in the case of any Subsequent Reset Date, the Screen Page Mid-Swap Rate as at the last preceding Reset Date, except that if the Calculation Agent or the Issuer determines that the absence of quotations is due to the discontinuation of the Screen Page Mid-Swap Rate, then the Mid-Swap Rate will be determined in accordance with paragraph (C) below;

- (C) Notwithstanding paragraph (B) above, if the Issuer or the Calculation Agent determines at any time prior to any Reset Determination Date, that (i) the Screen Page Mid-Swap rate has been discontinued, or that (ii) a Benchmark Transition Event and the related Benchmark Transition Replacement Date have occurred in relation to the Mid-Swap Floating Leg Benchmark Rate, the Mid-Swap Floating Leg Benchmark Rate for purposes of determining the Mid Swap Rate shall be the Benchmark Replacement determined in accordance with the benchmark replacement provisions set forth in Condition 3(c) (*Benchmark Replacement Provisions*) below. If a Mid-Swap Rate in respect of the Benchmark Replacement appears on a screen page that is generally used in the market, it shall be determined by reference to such screen at the time and in the manner consistent with market practice, as determined by the Replacement Rate Determination Agent. Otherwise, the Mid-Swap Rate shall be determined in the manner provided in paragraph (B) above.

Notwithstanding any other provision of this paragraph (C) (x) if the Replacement Rate Determination Agent is unable to or otherwise does not determine for any Interest Determination Date a Benchmark Replacement with respect to the Mid-Swap Floating Leg Benchmark Rate, (y) if the Issuer determines that the replacement of the Mid-Swap Floating Leg Benchmark Rate with the Benchmark Replacement for purposes of determining the Mid-Swap Rate or any other amendment to the Terms and Conditions necessary to implement such replacement would result in all or part of the aggregate outstanding nominal amount of such Series of Notes to be excluded from the eligible liabilities available to meet the MREL/TLAC Requirements (however called or defined by then applicable regulations) and/or, in the case of Subordinated Notes, all or part of the aggregate outstanding nominal amount of Notes to be excluded from the own funds of the Group or reclassified as a lower quality form of own funds of the Group or (z) if the Issuer determines that the replacement of the Mid-Swap Floating Leg Benchmark Rate with the

Benchmark Replacement or any other amendment to the Terms and Conditions necessary to implement such replacement would result in the Relevant Regulator treating the next Reset Date as the effective maturity of the Notes, rather than the relevant maturity date, the Issuer may decide that no Replacement Benchmark or any other successor, replacement or alternative benchmark or screen rate will be adopted and the Benchmark Replacement will be equal (i) in the case of the First Reset Date, (x) if Initial Mid-Swap Rate Final Fallback is specified in the applicable supplement, the Mid-Swap Rate used for the Initial Rate of Interest, (y) if Reset Maturity Initial Mid-Swap Rate Final Fallback is specified in the applicable supplement, the Reset Period Maturity Initial Mid-Swap Rate as specified in the applicable supplement or (z) if Last Observable Mid-Swap Rate Final Fallback is specified in the applicable supplement, the last Screen Page Mid-Swap Rate available on the Relevant Screen Page and (ii) in the case of any Subsequent Reset Date, the Screen Page Mid-Swap Rate as at the last preceding Reset Date.

“**Relevant Screen Page**” means the page on the source in each case specified in the applicable supplement or such successor page or source determined by the Calculation Agent (as applicable);

“**Relevant Time**” means the time specified as such in the applicable supplement;

“**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 applicable supplement;

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

“**Reset Period Maturity Initial Mid-Swap Rate**” has the meaning specified in the applicable supplement;

“**Reset Reference Dealer Rate**” means on any Reset Determination Date, the rate calculated by the Calculation Agent as being a yield-to-maturity based on the arithmetic mean of the secondary market bid prices for Reset U.S. Treasury Securities at approximately 4:30 p.m. (New York City time) on the Reset Determination Date, of leading primary U.S. government securities dealers in New York City (each, a “**Reference Dealer**”). The Issuer will select five Reference Dealers to provide such bid prices to the Issuer to be forwarded to the Calculation Agent and will eliminate the highest quotation (or, in the event of equality, one of the highest) and the lowest quotation (or, in the event of equality, one of the lowest); provided, however, that, if fewer than five but more than two such bid prices are provided, then neither the highest nor the lowest of those quotations will be eliminated prior to calculating the arithmetic mean of such bid prices;

“**Reset Reference Rate**” means either:

- (A) If “Mid-Swap Rate” is specified in the applicable supplement, the Mid-Swap Rate at the Relevant Time on the relevant Reset Determination Date for such Reset Period; or
- (B) If “CMT Rate” is specified in the applicable supplement, the CMT Rate on the relevant Reset Determination Date for such Reset Period;

“**Reset U.S. Treasury Securities**” means, on any Reset Determination Date, U.S. Treasury Securities with an original maturity equal to relevant CMT Rate Maturity, a remaining term to maturity of no more than one year shorter than the relevant CMT Rate Maturity and in a principal amount equal to an amount that is representative for a single transaction in such U.S. Treasury Securities in the New York City market;

“**Reference Banks**” means the principal office in the principal financial centre of the Specified Currency of five leading dealers in the swap, money, securities or other market that is most closely connected with the Mid-Swap Floating Leg Benchmark Rate;

“**Second Reset Date**” means the date specified as such in the applicable supplement;

“**Subsequent Margin**” means the percentage specified as such in the applicable supplement;

“**Subsequent Reset Date**” means each date specified as such in the applicable supplement;

“**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 relevant Subsequent Margin;

“**U.S. Treasury Securities**” means securities that are direct obligations of the United States Treasury, issued other than on a discount basis.

(b) *Interest on Floating-Rate Notes*

(i) Interest Payment Dates

The supplement, in relation to each Series of Notes in relation to which this paragraph 3(b) is specified as being applicable, shall set forth which of the following “**Business Day Conventions**” shall be applicable.

- (A) If the “*FRN Convention*” is specified in the applicable supplement, interest shall be payable in arrears on each date (each an “**Interest Payment Date**”) that numerically corresponds to their issue date or such other date as may be set forth in the applicable supplement or, as the case may be, the preceding Interest Payment Date, in the calendar month that is the number of months specified in the applicable supplement after the month in which such issue date or such other date as aforesaid or, as the case may be, the preceding Interest Payment Date occurred; provided that:
- (1) if there is no such numerically corresponding day in the calendar month on which an Interest Payment Date should occur, then the relevant Interest Payment Date will be the last day that is a Business Day (as defined below) in that month;
 - (2) if an Interest Payment Date would otherwise fall on a day that is not a Business Day, then the relevant Interest Payment Date will be the first following day that is a Business Day unless that day falls in the next calendar month, in which case it will be the first preceding day that is a Business Day; and
 - (3) if such issue date or such other date as aforesaid or, as the case may be, the preceding Interest Payment Date occurred on the last day in a calendar month which was a Business Day, then all subsequent Interest Payment Dates will be the last day that is a Business Day in the month that is the specified number of months after the month in which such Issue Date or such other date as aforesaid or, as the case may be, the preceding Interest Payment Date occurred.
- (B) If the “*Following Business Day Convention*” is specified in the applicable supplement, interest shall be payable in arrears on such dates (each an “**Interest Payment Date**”) as are set forth in the applicable supplement; provided that, if any Interest Payment Date would otherwise fall on a date that is not a Business Day, the relevant Interest Payment Date will be the first following day that is a Business Day.
- (C) If the “*Modified Following Business Day Convention*” is specified in the applicable supplement, interest shall be payable in arrears on such dates (each an “**Interest Payment Date**”) as are set forth in the applicable supplement; provided that, if any Interest Payment Date would otherwise fall on a date that is not a Business Day, the relevant Interest Payment Date will be the first following day that is a Business Day unless that day falls in

the next calendar month, in which case the relevant Interest Payment Date will be the first preceding day that is a Business Day.

- (D) Such other convention may be specified in the applicable supplement.

Each period beginning on, and including, such Issue Date or such other date as aforesaid and ending on, but excluding, the first Interest Payment Date and each period beginning on, and including, an Interest Payment Date and ending on, but excluding, the next succeeding Interest Payment Date is herein called an “**Interest Period**”. With respect to each Interest Payment Date, the record date for payment of interest to the Noteholders is herein called an “**Interest Record Date**”.

- (ii) Rate of Interest

The “**Rate of Interest**” payable from time to time in respect of Floating-Rate Notes will be determined in the manner specified in the applicable supplement, which may be “ISDA Determination”, “FBF Determination”, or “Screen Rate Determination”, as described below.

- (iii) ISDA Determination

Where “ISDA Determination” is specified in the applicable supplement as the manner in which the Rate of Interest is to be determined, the Rate of Interest for each Interest Period will be the relevant ISDA Rate plus or minus, as indicated in the applicable supplement, the margin, if any. For the purposes of this subparagraph (iii), “**ISDA Rate**” for an Interest Period means a rate equal to the Floating Rate that would be determined by the Calculation Agent under an interest rate swap transaction if the Calculation Agent were acting as “**Calculation Agent**” as defined in this sub-paragraph (iii) for that swap transaction under the terms of an agreement incorporating the 2006 ISDA Definitions as published by the International Swaps and Derivatives Association, Inc. (“**ISDA**”) and as amended and updated as of the Issue Date of the first Series of the Notes (the “**ISDA Definitions**”) and under which:

- (A) the Floating-Rate Option is as specified in the applicable supplement;
- (B) the Designated Maturity is a period specified in the applicable supplement; and
- (C) the relevant Reset Date is either (i) if the applicable Floating-Rate Option is based on LIBOR or EURIBOR (or, in the event that EURIBOR or LIBOR have been discontinued, such other successor benchmark rate as the financial industry shall have accepted as a successor or substitute rate for EURIBOR or LIBOR for such currency, as applicable), the first day of that Interest Period or (ii) in any other case, as specified in the applicable supplement.

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

- (iv) FBF Determination

Where so specified in the applicable supplement, interest will be payable on such dates, at such a rate (the “**FBF Rate**”) and in such amounts, plus or minus, as set forth in the applicable supplement, the margin, if any, as would have been payable, regardless of any event of default or termination event thereunder, by the Issuer if it had entered into an interest rate swap transaction governed by an agreement in the form of the Master Agreement relating to transactions on forward financial instruments (an “**FBF Agreement**”), as in effect on the date of issue of the Notes, published by the *Fédération Bancaire Française* and evidenced by a Confirmation (as defined in the FBF Agreement) with the holder of the relevant Note under which:

- (A) the Issuer was the floating amount payer;
- (B) the Calculation Agent was the Agent (as defined in the FBF Agreement) or as otherwise specified in the applicable supplement;
- (C) the interest commencement date was the transaction date;

- (D) the lowest Specified Denomination was the notional amount;
- (E) the Interest Payment Dates were the floating amount payment dates; and
- (F) all other terms were as specified in the applicable supplement.

When the preceding sentence applies, in respect of each relevant Interest Payment Date:

- (1) the amount of interest determined for such Interest Payment Date will be the Interest Amount (as defined herein) for the relevant Interest Period for the purposes of these Terms and Conditions as though determined under sub-paragraph (vi) below;
- (2) the Rate of Interest for such Interest Period will be the floating rate (as defined in the FBF Agreement) determined by the Calculation Agent in accordance with the preceding sentence; and
- (3) the Calculation Agent will be deemed to have discharged its obligations under sub-paragraph (vi) below if it has determined the Rate of Interest and the Interest Amount payable on such Interest Payment Date in the manner provided in the preceding sentence.

(v) Screen Rate Determination

1. Benchmark other than SOFR

(A) Where “Screen Rate Determination” is specified in the applicable supplement as the manner in which the Rate of Interest is to be determined, and the Reference Rate is not SOFR, the Rate of Interest for each Interest Period will, subject as provided below, be either:

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

(expressed as a percentage rate per annum) for the reference rate or rates that appears or appear, as the case may be, on the relevant screen page as at the Relevant Time (the “**Screen Page Reference Rate**”) on the relevant Interest Determination Date plus or minus, as indicated in the applicable supplement, the margin, if any, all 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, rounded as provided above, of such offered quotations.

(B) If the Relevant Screen Page is not available or if sub-paragraph (A)(1) applies and no such offered quotation appears on the Relevant Screen Page, or if sub-paragraph (A)(2) applies and fewer than three such offered quotations appear on the Relevant Screen Page, in each case as at the Relevant Time, except as provided in paragraph (C) below, the Calculation Agent shall request 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 at the Relevant 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 (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 or minus, as indicated in the applicable supplement, the margin, if any, as determined by the Calculation Agent.

If fewer than two Reference Banks are providing offered quotations, the interest rate shall be the arithmetic mean of the rates per annum (expressed as a percentage and rounded, if necessary, to the nearest 0.001 per cent. (0.0005 per cent. being rounded upwards)) as communicated to the Calculation Agent by the Reference Banks or any two or more of them, at which such banks were offered, at the Relevant 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 the relevant inter-bank markets), plus or minus, as indicated in the applicable supplement, the margin, if any, as determined by the Calculation Agent.

If fewer than two of the Reference Banks provide the Calculation Agent with such rates offered to them, the Rate of Interest shall be 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, at the Relevant 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 the relevant inter-bank market), plus or minus, as indicated in the applicable supplement, the margin, if any, as determined by the Calculation Agent.

If the interest rate cannot be determined in accordance with the foregoing provisions of this paragraph, the interest rate shall be equal to the last Reference Rate available on the Relevant Screen Page, plus or minus, as indicated in the applicable supplement, the margin, if any, as determined by the Calculation Agent, except that if the Issuer determines that the absence of quotation is due to the discontinuation of the Screen Page Reference Rate, then the Reference Rate will be determined in accordance with paragraph (C) below.

- (C) Notwithstanding paragraph (B) above, if the Issuer determines, at any time prior to, on or following any Interest Determination Date, that a Benchmark Transition Event and the related Benchmark Replacement Date have occurred in relation to the Reference Rate, the provisions set forth in Condition 3(c) (*Benchmark Replacement Provisions*) shall apply.

In this paragraph 3(b):

“**Business Day**” means a day that is both:

- (A) a day on which commercial banks and foreign exchange markets settle payments and are open for general business, including dealing in foreign exchange and foreign currency deposits, in New York City; and
- (B) in relation to any sum payable in a Specified Currency other than U.S. dollars, a day on which commercial banks and foreign exchange markets settle payments and are open for general business, including dealing in foreign exchange and foreign currency deposits, in the principal financial center of the country of the relevant Specified Currency, as specified in the applicable supplement, (2) with respect to any Floating-Rate Note for which LIBOR (or, in the event that LIBOR

has been discontinued, such other successor benchmark rate as the financial industry shall have accepted as a successor or substitute rate for LIBOR) is an applicable base rate, a London Business Day, and (3) with respect to any Floating-Rate Note for which EURIBOR (or, in the event that EURIBOR has been discontinued, such other successor benchmark rate as the financial industry shall have accepted as a successor or substitute rate for EURIBOR) is an applicable base rate, a day, other than a Saturday or a Sunday, on which commercial banks are open for business in the city of Brussels.

“**Reference Banks**” means the principal office in the principal financial centre of the Specified Currency of five leading dealers in the swap, money, securities or other market most closely;

“**Reference Rate**” means LIBOR, EURIBOR or such benchmark in respect of Floating-Rate Notes, other than SOFR, as specified in the applicable supplement (or, in the event that LIBOR, EURIBOR or such other rate specified in the applicable supplement has been discontinued, such other successor benchmark rate as the financial industry shall have accepted as a successor or substitute rate for LIBOR, EURIBOR or such other benchmark);

“**Relevant Screen Page**” means the page on the source in each case specified in the applicable supplement or such successor page or source determined by the Calculation Agent; and

“**Relevant Time**” means the time specified as such in the applicable supplement.

2. Screen Rate Determination with SOFR Benchmark

Where “Screen Rate Determination” is specified in the applicable supplement as the manner in which the Rate of Interest is to be determined and SOFR is specified as the Reference Rate, the Rate of Interest for each Interest Period will be determined based on one of Three-Month Term SOFR, SOFR Arithmetic Mean or SOFR Compound, as specified in the applicable supplement (or any applicable Benchmark Replacement), in each case plus the margin (if any, as specified in the applicable supplement), subject to Condition 3(c) (*Benchmark Replacement Provisions*) below, as follows:

- (A) if Three-Month Term SOFR (“**Three-Month Term SOFR**”) is specified as applicable in the applicable supplement, the Rate of Interest for each Interest Period shall be based on the rate for Term SOFR for a tenor of three months that is published by the Term SOFR Administrator at the SOFR Reference Time for any interest period, as determined by the Calculation Agent after giving effect to the Three-Month Term SOFR Conventions;

where:

“**Term SOFR**” means the forward-looking term rate based on SOFR (and the stated tenor) that has been selected or recommended by the Relevant Governmental Body, as determined by the Issuer and notified to the Calculation Agent and the Fiscal and Paying Agent;

“**Term SOFR Administrator**” means any entity designated by the Relevant Governmental Body as the administrator of Term SOFR (or a successor administrator);

“**Three-Month Term SOFR Conventions**” means any determination, decision or election with respect to any technical, administrative or operational matter (including with respect to the manner and timing of the publication of Three-Month Term SOFR, or changes to the definitions of “interest period” and “interest reset dates”, timing and frequency of determining Three-Month Term SOFR with respect to each interest period and making payments of interest, rounding of amounts or tenors, day count fractions and other administrative matters) that we

decide may be appropriate to reflect the use of Three-Month Term SOFR as the Reference Rate in a manner substantially consistent with market practice (or, if we decide that adoption of any portion of such market practice is not administratively feasible or if we determine that no market practice for the use of Three-Month Term SOFR exists, in such other manner as we determine is reasonably necessary).

Promptly following the determination of the methodology for calculating Three-Month Term SOFR, the Issuer shall notify, in writing, the Calculation Agent, the Fiscal and Paying Agent and the holders of the affected Notes of such determination, including the identification of the Term SOFR Administrator and a description of any Three-Month Term SOFR Conventions. Until such notification is given in respect of at least one series of Notes, Term SOFR may only be used in Resetable Notes as the basis for determining the SOFR Benchmark.

- (B) if SOFR Arithmetic Mean (“**SOFR Arithmetic Mean**”) is specified as applicable in the applicable supplement, the Rate of Interest for each Interest Period shall be based on the arithmetic mean of the SOFR rates for each day during the period, as calculated by the Calculation Agent, where the SOFR rate on the SOFR Rate Cut-Off Date shall be used for the days in the period from and including the SOFR Rate Cut-Off Date to but excluding the Interest Payment Date; or
- (C) if SOFR Compound (“**SOFR Compound**”) is specified in the applicable supplement, the Rate of Interest for each Interest Period shall be based on the value of the SOFR rates for each day during the period, compounded daily, as calculated by the Calculation Agent. Where not otherwise specified for in the applicable supplement, in calculating SOFR Compound the SOFR Rate Cut-Off Date (as defined below) shall be the fourth U.S. Government Securities Business Day prior to the Interest Payment Date in respect of the relevant Interest Period.
- (D) In connection with the SOFR Compound definition above, one of the following formulas will be specified in the applicable supplement:

(1) “**SOFR Compound with Lookback**”

$$\left[\left(\prod_{i=1}^{d_0} \left(1 + \frac{\text{SOFR}_{i-x\text{USBD}} \times n_i}{360} \right) - 1 \right) \times \frac{360}{d} \right]$$

with the resulting percentage being rounded, if necessary, to the fifth decimal place, with 0.000005 being rounded upwards,

where:

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

“**d0**” for any Interest Period, means the number of U.S. Government Securities Business Days in the relevant Interest Period;

“**i**” means a series of whole numbers from one to d0, each representing the relevant U.S. Government Securities Business Days in chronological order from, and including, the first U.S. Government Securities Business Day in the relevant Interest Period;

“**Lookback Days**” means the number of U.S. Government Securities Business Days specified in the applicable supplement;

“**ni**” 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;

“**SOFR_i-xUSB**” means for any U.S. Government Securities Business Day *i* that is a SOFR Interest Reset Date, SOFR in respect of the U.S. Government Securities Business Day falling a number of U.S. Government Securities Business Days prior to that day *i* equal to the number of Lookback Days; provided, however that where a SOFR Rate Cut-Off Date applies, the SOFR with respect to any SOFR Interest Reset Date in the period from and including, the SOFR Rate Cut-Off Date to, but excluding, the corresponding Interest Payment Date of an Interest Period, will be the SOFR with respect to the SOFR Interest Reset Date coinciding with the SOFR Rate Cut-Off Date for such Interest Period;

(2) **“SOFR Compound with Observation Period Shift”**

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

with the resulting percentage being rounded, if necessary, to the fifth decimal place, with 0.000005 being rounded upwards,

where:

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

“**d0**” for any Observation Period, means the number of U.S. Government Securities Business Days in the relevant Observation Period;

“**i**” means a series of whole numbers from one to d0, each representing the relevant U.S. Government Securities Business Days in chronological order from, and including, the first U.S. Government Securities Business Day in the relevant Observation Period;

“**n_i**” for any U.S. Government Securities Business Day *i* in the relevant Observation Period, means the number of calendar days from, and including, such U.S. Government Securities Business Day *i* up to, but excluding, the following U.S. Government Securities Business Day;

“**Observation Period**” means, in respect of each Interest Period, the period from, and including, the date that is a number of U.S. Government Securities Business Days equal to the Observation Shift Days preceding the first date in such Interest Period to, but excluding, the date that is a number of U.S. Government Securities Business Days equal to the number of Observation Shift Days, preceding the Interest Payment Date for such Interest Period;

“**Observation Shift Days**” means the number of U.S. Government Securities Business Days specified in the applicable supplement;

“**SOFR_i**” means for any U.S. Government Securities Business Day *i* in the relevant Observation Period, is equal to SOFR in respect of that day *i*.

(3) **“SOFR Compound with Payment Delay”**

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

with the resulting percentage being rounded, if necessary, to the fifth decimal place, with 0.000005 being rounded upwards,

where:

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

“**d0**” for any Interest Accrual Period, means the number of U.S. Government Securities Business Days in the relevant Interest Accrual Period;

“**i**” means a series of whole numbers from one to d0, each representing the relevant U.S. Government Securities Business Days in chronological order from, and including, the first U.S. Government Securities Business Day in the relevant Interest Accrual Period;

“**Interest Accrual Periods**” means each period from, and including, an Interest Accrual Period End Date (or in the case of the first Interest Accrual Period, the Interest Commencement Date) to, but excluding, the next Interest Accrual Period End Date (or, in the case of the final Interest Accrual Period, the Maturity Date or, if the Issuer elects to redeem the notes prior to the Maturity Date, the Redemption Date);

“**Interest Accrual Period End Dates**” shall have the meaning specified in the applicable supplement;

“**Interest Payment Dates**” shall be the dates occurring the number of Business Days equal to the Interest Payment Delay following each Interest Accrual Period End 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 Redemption Date;

“**Interest Payment Delay**” means the number of U.S. Government Securities Business Days specified in the applicable supplement;

“**Interest Payment Determination Dates**” shall be the Interest Accrual Period End Date at the end of each Interest Accrual Period; provided that the Interest Payment Determination Date with respect to the final Interest Accrual Period will be the SOFR Rate Cut-Off Date;

“**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;

“**SOFR_i**” means for any U.S. Government Securities Business Day *i* that is a SOFR Interest Reset Date, SOFR in respect of this SOFR Interest Reset Date; provided, however that where a SOFR Rate Cut-Off Date applies, the SOFR with respect to any SOFR Interest Reset Date in the period from and including, the SOFR Rate Cut-Off Date to, but excluding, the corresponding Interest Payment Date of an Interest Period, will be the SOFR with respect to the SOFR Interest Reset Date coinciding with the SOFR Rate Cut-Off Date for such Interest Period;

(4) “**SOFR Index with Observation Period Shift**”

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

where:

“**SOFR Index**” with respect to any U.S. Government Securities Business Day, means (1) the SOFR Index value as published by the NY Federal Reserve as such index appears on the NY Federal Reserve’s Website at the SOFR Determination Time; or (2) if the SOFR Index specified in (1) above does not so appear, unless both a Benchmark Transition Event and its related Benchmark Replacement Date

have occurred, the SOFR Index as published in respect of the first preceding U.S. Government Securities Business Day for which the SOFR Index was published on the NY Federal Reserve's Website.

“**SOFR Index_{Start}**” means the SOFR Index value on the date that is the number of U.S. Government Securities Business Days specified in the applicable supplement preceding the first date of the relevant Interest Period (an “**Index Determination Date**”).

“**SOFR Index_{End}**” means the SOFR Index value on the date that is the number of U.S. Government Securities Business Days specified in the applicable supplement preceding the Interest Payment Date relating to such Interest Period (or in the final Interest Period, the Maturity Date).

“**d_c**” means the number of calendar days from (and including) the SOFR Index_{Start} to (but excluding) the SOFR Index_{End} (the number of calendar days in the applicable Observation Period).

“**Observation Period**” means, in respect of each Interest Period, the period from, and including, the date that is a number of U.S. Government Securities Business Days equal to the Observation Shift Days preceding the first date in such Interest Period to, but excluding, the date that is a number of U.S. Government Securities Business Days equal to the number of Observation Shift Days, preceding the Interest Payment Date for such Interest Period;

“**Observation Shift Days**” means the number of U.S. Government Securities Business Days specified in the applicable supplement;

In connection with the definition of SOFR Arithmetic Mean, and the SOFR Compound formulas described above, “**SOFR**” means the rate determined by the Calculation Agent or the Replacement Rate Determination Agent, as the case may be, in accordance with the following provisions:

- (1) the Secured Overnight Financing Rate for trades made on the Interest Determination Date corresponding to the related SOFR Interest Reset Date that appears at approximately 3:00 p.m. (New York City time) (the “**SOFR Determination Time**”) on the NY Federal Reserve's Website on such SOFR Interest Reset Date, as such rate is reported on the Bloomberg Screen SOFRRATE Page for such SOFR Interest Reset Date or, if no such rate is reported on the Bloomberg Screen SOFRRATE Page, then the Secured Overnight Financing Rate that is reported on the Reuters Page USDSOFR= or, if no such rate is reported on the Reuters Page USDSOFR=, then the Secured Overnight Financing Rate that appears at approximately 3:00 p.m. (New York City time) on the NY Federal Reserve's Website on such SOFR Interest Reset Date (the “**SOFR Screen Page**”); or
 - (2) if the rate specified in (1) above does not so appear, and the Issuer determines that Benchmark Transition Event and its related Benchmark Replacement Date have not occurred, the Secured Overnight Financing Rate published on the NY Federal Reserve's Website for the first preceding U.S. Government Securities Business Day for which the Secured Overnight Financing Rate was published on the NY Federal Reserve's Website; and
- (E) Notwithstanding paragraphs (A) to (D) above, if we determine on or prior to the relevant SOFR Reference Time, that a Benchmark Transition Event and its related Benchmark Replacement Date have occurred with respect to Reference Rate, then the provisions set forth in Condition 3(c) (*Benchmark Replacement Provisions*)

below will thereafter apply to all determinations of the interest rate on the Notes for each interest period during the floating rate period.

In connection with the SOFR provisions above, the following definitions apply:

“**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 Interest Reset Date**” means each U.S. Government Securities Business Day in the relevant Interest Period.

“**SOFR Rate Cut-Off Date**” means, if applicable, the date that is the specified U.S. Government Securities Business Day, or such other date as is specified in the applicable supplement, prior to the Interest Payment Date in respect of the relevant Interest Period or such other date specified in the applicable supplement; for the avoidance of doubt, the SOFR Rate Cut-Off Date can be zero or none, in which case no SOFR Rate Cut-Off Date is applicable.

“**SOFR Reference Time**” with respect to any determination of the Reference Rate means (1) if the Reference Rate is SOFR Arithmetic Mean or SOFR Compound, the SOFR Determination Time, (2) if the Reference Rate is Three-Month Term SOFR, the time determined by the Issuer or the Calculation Agent after giving effect to the Three-Month Term SOFR Conventions or (3) if the Reference Rate is not SOFR Arithmetic Mean, SOFR Compound or Three-Month Term SOFR, the time determined by the Issuer or Calculation Agent after giving effect to the SOFR Benchmark Replacement Conforming Changes.

(vi) Interest Rate Provisions

With respect to SOFR-based Floating Rate Notes, the provisions of this sub-paragraph (vi) shall not apply to the extent inconsistent with the provisions relating to SOFR-based Floating Rate Notes set forth above in paragraph 2. (*Screen Rate Determination with SOFR Benchmark*).

1. Determination of Rate of Interest and Calculation of Interest Amount

The Floating-Rate Notes shall bear interest from and including the Issue Date or such other date as may be specified in the applicable supplement (the “**Interest Commencement Date**”) at the Rate of Interest payable on arrear on each Interest Payment Date subject to Condition 4 (*Payments*). The Rate of Interest shall be reset daily, weekly, monthly, quarterly, semi-annually or annually on the interest reset dates specified in the applicable supplement (each, an “**Interest Reset Date**”). The Calculation Agent will, on or as soon as practicable after each interest determination date specified in the applicable supplement (each, an “**Interest Determination Date**”), determine the Rate of Interest, subject to any minimum or maximum Rate of Interest specified in the applicable supplement, and calculate the amount of interest (the “**Interest Amount**”) payable on the Floating-Rate Notes in respect of each Specified Denomination for the relevant Interest Period. Each Interest Amount as specified in the applicable supplement, shall be calculated by applying the Rate of Interest to the Specified Denomination, or if there is more than one, the lowest Specified Denomination, multiplying such sum by the Day Count Fraction (as defined herein) specified in the applicable supplement and rounding the resulting figure to the nearest Sub-Unit of the relevant Specified Currency, one half of such a Sub-Unit being rounded upwards or otherwise in accordance with applicable market convention.

“**Day Count Fraction**” means, unless otherwise specified in the applicable supplement, in respect of the calculation of an amount of interest for any Interest Period:

- (A) if “*Actual/365*” or “*Actual/Actual ISDA*” is specified in the applicable supplement, the actual number of days in the Interest Period divided by 365, or, if any portion of that Interest Period falls in a leap year, the sum of (1) the actual number of days in that portion of the Interest Period falling in a leap year divided by 366 and (2) the actual number of days in that portion of the Interest Period falling in a non-leap year divided by 365;

- (B) if “*Act/Act*” or “*Actual/Actual*” is specified in the applicable supplement, the actual number of days in the Interest Period divided by the actual number of days in the year in which such Interest Period falls;
- (C) if “*Actual/365 (Fixed)*” is specified in the applicable supplement, the actual number of days in the Interest Period divided by 365;
- (D) if “*Actual/365 (sterling)*” is specified in the applicable supplement, the actual number of days in the Interest Period divided by 365 or, in the case of an Interest Payment Date falling in a leap year, 366;
- (E) if “*Actual/360*” is specified in the applicable supplement, the actual number of days in the Interest Period divided by 360;
- (F) if “*30/360*,” “*360/360*” or “*Bond Basis*” is specified in the applicable supplement, the number of days in the Interest Period divided by 360, the number of days to be calculated on the basis of a year of 360 days with twelve 30-day months, unless (1) the last day of the Interest Period is the 31st day of a month but the first day of the Interest Period is a day other than the 30th or 31st day of a month, in which case the month that includes that last day shall not be considered to be shortened to a 30-day month, or (2) the last day of the Interest Period is the last day of the month of February, in which case the month of February shall not be considered to be lengthened to a 30-day month; and
- (G) if “*30E/360*” or “*Eurobond Basis*” is specified in the applicable supplement, the number of days in the Interest Period divided by 360, the number of days to be calculated on the basis of a year of 360 days with twelve 30-day months, without regard to the date of the first day or last day of the Interest Period unless, in the case of an Interest Period ending on the maturity date, the maturity date is the last day of the month of February, in which case the month of February shall not be considered to be lengthened to a 30-day month.

2. Minimum and/or Maximum Interest Rate

If the applicable supplement specifies a Minimum Interest Rate for any Interest Period (such Minimum Interest Rate being zero or greater than zero), then, in the event that the Rate of Interest in respect of such Interest Period determined in accordance with the provisions of sub-paragraph (ii), (iii), (iv) or (v) above, as appropriate, is less than such Minimum Interest Rate, the Rate of Interest for such Interest Period shall be such Minimum Interest Rate.

If the applicable supplement does not specify a Minimum Interest Rate (or Minimum Interest Rate is specified as not applicable in the applicable supplement) for any Interest Period, the Minimum Interest Rate shall be deemed to be zero.

If the applicable supplement specifies a Maximum Interest Rate for any Interest Period then, in the event that the Rate of Interest in respect of such Interest Period determined in accordance with the provisions of sub-paragraph (ii), (iii), (iv) or (v) above, as appropriate, is greater than such Maximum Interest Rate, the Rate of Interest for such Interest Period shall be such Maximum Interest Rate.

3. Calculation Agent; Notification of Rate of Interest and Interest Amount

Unless otherwise provided, the Calculation Agent as defined in the applicable supplement will make all calculations and determinations described in this paragraph 3. Upon notice from the Calculation Agent, the Fiscal and Paying Agent will cause the Rate of Interest and each Interest Amount for each Interest Period and the relevant Interest Payment Date to be notified to the Issuer, and, for as long as the Notes are represented by a Global Note or Master Note, the Fiscal and Paying Agent shall notify DTC, Euroclear or Clearstream, Luxembourg, to the extent required by such relevant payment system and in accordance with “Notices,” paragraph 12 below, as soon as practicable after

determination and notice thereof from the Calculation Agent of the Rate of Interest, each Interest Amount and Interest Payment Date, but in no event later than the fourth Business Day thereafter. Each Interest Amount and Interest Payment Date so notified may subsequently be amended, or appropriate alternative arrangements made by way of adjustment, in the event of an extension or shortening of the Interest Period. Any such amendment will be notified promptly to each stock exchange on which the relevant Floating-Rate Notes are for the time being listed and to the Noteholders in accordance with “Notices,” paragraph 12 below. For the purposes of this sub-paragraph 3., “Business Day” means a day, other than a Saturday or a Sunday, on which commercial banks are open for business in New York.

(vii) Certificates to be Final

All certificates, communications, determinations, calculations and decisions made for the purposes of the provisions of this paragraph 3(b) by the Fiscal and Paying Agent or, if applicable, the Calculation Agent, shall, in the absence of gross negligence or willful misconduct, be binding on the Issuer, the Fiscal and Paying Agent or, if applicable, the Calculation Agent and all Noteholders, and, in the absence as aforesaid, no liability to the Noteholders shall attach to the Fiscal and Paying Agent or, if applicable, the Calculation Agent in connection with the exercise or non-exercise by it of its powers, duties and discretions pursuant to such provisions.

(c) Zero Coupon Notes

Where a Zero Coupon Note becomes due and repayable prior to any specified maturity date and is not paid when due, the amount due and repayable shall be the amount determined in accordance with “Redemption and Purchase—Early Redemption Amounts” below, as its Amortized Face Amount (as defined in paragraph 5(g)). As from the maturity date, any overdue principal of such Note shall bear interest at a rate per annum equal to the accrual yield specified in the applicable supplement. Such interest shall continue to accrue, as well after as before any judgment, until the day on which all sums due in respect of such Note up to that day are received by or on behalf of the holder of such Note. Such interest will be calculated on the basis of a 360-day year consisting of 12 months of 30 days each, and in the case of an incomplete month the actual number of days elapsed in that incomplete month or on such other basis as may be specified in the applicable supplement.

(d) Interest on Linked Notes and Physical Delivery Notes

In the case of Linked Notes and Physical Delivery Notes, if applicable, where the Rate of Interest and/or the amount of interest, whether on any Interest Payment Date, early redemption, maturity or otherwise, fails to be determined by reference to the index and/or the formula and/or otherwise, the Rate of Interest and/or the amount of interest shall be determined in accordance with the index and/or the formula or otherwise in the manner specified in the applicable supplement.

(e) Interest on Partly Paid Notes

In the case of partly paid notes (“**Partly Paid Notes**”), other than Partly Paid Notes that are Zero Coupon Notes, interest will accrue as aforesaid on the paid-up nominal amount of such Notes and otherwise as specified in the applicable supplement.

(f) Interest Payments

Interest will be paid subject to and in accordance with the provisions of “Payments” below. Interest will cease to accrue on each Note, or, in the case of the redemption only of part of a Note, that part only of such Note, on the due date for redemption thereof unless payment of principal or the payment and/or delivery of the Physical Delivery Amount, if applicable, is improperly withheld or refused, in which event interest will continue to accrue, as well after as before any judgment, until whichever is the earlier of (i) the day on which all sums due in respect of such Note up to that day are received by or on behalf of the holder of such Note and (ii) the day on which the Fiscal and Paying Agent has notified the holder thereof, either in accordance with “Notices,” paragraph 12 below, or individually, of receipt of all sums due in respect thereof up to that date.

(c) *Benchmark Replacement Provisions*

If the Issuer determines that a Benchmark Transition Event and the related Benchmark Replacement Date have occurred at or prior to the relevant Reference Time in respect of any determination of the Benchmark on any day, the Issuer will deliver notice thereof to the Calculation Agent and as soon as reasonably practicable (and in any event prior to the next relevant Interest Determination Date if the Notes are Floating Rate Notes) appoint an agent (the “**Replacement Rate Determination Agent**”) which will determine the Benchmark Replacement. The Replacement Rate Determination Agent may be (x) a leading bank, broker-dealer or benchmark agent in the principal financial center of the Specified Currency as appointed by the Issuer, (y) the Issuer, (z) an affiliate of the Issuer or (zz) such other entity that the Issuer in its sole and absolute discretion determines to be competent to carry out such role.

In connection with the determination of the Benchmark Replacement, the Replacement Rate Determination Agent will determine appropriate Benchmark Replacement Conforming Changes.

Any determination, decision or election that may be made by the Issuer or Replacement Rate Determination Agent (as the case may be) pursuant to these provisions, including any determination with respect to a tenor, rate or adjustment or of the occurrence or non-occurrence of any event, circumstance or date and any decision to take or refrain from taking any action or selection: (1) will be conclusive and binding absent manifest error; (2) will be made in the sole discretion of the Issuer or the Replacement Rate Determination Agent (as the case may be); and (3) notwithstanding anything to the contrary in the Terms and Conditions of the affected Notes, shall become effective without the consent from the holders of the Notes or any other party.

If a Benchmark Replacement is designated, the determination of whether a subsequent Benchmark Transition Event and its Benchmark Replacement Date have occurred will be determined after substituting such prior Benchmark Replacement for the relevant Benchmark, and after application of all Benchmark Replacement Conforming Changes in connection with such substitution, and all relevant definitions shall be construed accordingly.

In connection with the Benchmark Replacement provisions above, the following definitions shall apply:

“**Benchmark**” means either SOFR, LIBOR or EURIBOR or such benchmark in respect of Floating-Rate Notes or Resettable Notes as specified in the applicable supplement (or, in the event that SOFR, LIBOR or EURIBOR or such other rate specified in the applicable supplement has been discontinued, such other successor benchmark rate as identified in the Benchmark Replacement definition above).

“**Benchmark Replacement**” means one or more of the alternatives, as set forth in order of priority, if any, in the applicable supplement (or if no such order is set forth in such supplement, in the order of priority listed below) that can be determined by the Replacement Rate Determination Agent at the Replacement Rate Determination Agent’s discretion as of the Benchmark Replacement Date if the Issuer determines that a Benchmark Transition Event and its related Benchmark Replacement Date have occurred on or prior to the Reference Time in respect of any determination of the Benchmark on any date:

- (A) if the Benchmark is not SOFR, the sum of: (a) Term SOFR and (b) the Benchmark Replacement Adjustment;
- (B) the Compounded SOFR (“**Compounded SOFR**”), meaning the compounded average of SOFRs for the applicable Corresponding Tenor, with the rate, or methodology for such rate, and conventions for such rate being established by the Replacement Rate Determination Agent in accordance with:
 - a. the rate, or methodology for such rate, and conventions for such rate as selected or recommended by the Relevant Governmental Body for determining Compounded SOFR; provided that
 - b. if, and to the extent that, the Replacement Rate Determination Agent determines that Compounded SOFR cannot be determined in accordance with clause (a) above, then the Replacement Rate Determination Agent will determine the rate, methodology and conventions for such rate, provided that the Replacement Rate Determination Agent will only proceed to such determination if such rate, methodology and conventions

can be determined in a way that is substantially comparable with any industry-accepted market practice for floating rate securities at such time, acting in good faith and in a commercially reasonable manner.

- (C) the sum of: (a) the alternate rate that has been selected or recommended by the Relevant Governmental Body as the replacement for the then-current benchmark for the applicable Corresponding Tenor and (b) the Benchmark Replacement Adjustment;
- (D) the sum of: (a) the ISDA Fallback Rate and (b) the Benchmark Replacement Adjustment;
- (E) the sum of: (a) the alternate rate that has been selected by the Replacement Rate Determination Agent as the replacement for the then-current Benchmark for the applicable Corresponding Tenor giving due consideration to any industry-accepted rate as a replacement for the then-current Benchmark for U.S. dollar-denominated floating rate securities at such time and (b) the Benchmark Replacement Adjustment;

provided, that the Benchmark Replacement (as specified according to the priority given in the applicable supplement) will replace the then-current Benchmark for all purposes relating to the Notes during the floating rate period or fixed rate period in respect of such determination on such date and all determinations on all subsequent dates.

Notwithstanding the foregoing, if the Notes are Floating Rate Notes and (i) if the Replacement Rate Determination Agent is unable to or otherwise does not determine a Benchmark Replacement for any date on or following the relevant Benchmark Replacement Date, or (ii) the Issuer determines that (a) the replacement of the then-current Benchmark by the Benchmark Replacement or any other amendment to the Terms and Conditions necessary to implement such replacement would result in all or part of the aggregate outstanding nominal amount of such Series of Notes being excluded from the eligible liabilities available to meet the MREL/TLAC Requirements (however called or defined by then applicable regulations) and/or, in the case of Subordinated Notes, all or part of the aggregate outstanding nominal amount of Notes being excluded from the own funds of the Group or reclassified as a lower quality form of own funds of the Group or (b) the replacement of the then-current Benchmark by the Benchmark Replacement or any other amendment to the Terms and Conditions necessary to implement such replacement would result in the Relevant Regulator treating the next Interest Payment Date or Interest Determination Date as the effective maturity of the Notes, rather than the relevant maturity date, no Benchmark Replacement will be adopted by the Replacement Rate Determination Agent, and, in such a case:

- (A) if the Benchmark is not SOFR, the Benchmark Replacement will be equal to the last Benchmark available on the Relevant Screen Page as determined by the Calculation Agent; or
- (B) if the Benchmark is SOFR, the Benchmark Replacement will be equal to the Rate of Interest (excluding the initial margin of the Notes) applicable for the Interest Period immediately preceding the Benchmark Replacement Date.

“Benchmark Replacement Adjustment” means the first alternative set forth in the order below that can be determined by the Replacement Rate Determination Agent as of the applicable Benchmark Replacement Date:

- (A) 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;

- (B) if the applicable Unadjusted Benchmark Replacement is equivalent to the ISDA Fallback Rate, the ISDA Spread Adjustment; or
- (C) the spread adjustment (which may be a positive or negative value or zero) determined by the Replacement Rate Determination 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 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 definitions of “interest period”, “interest reset period”, “interest reset dates”, “interest determination date”, accrued interest rate, timing and frequency of determining rates with respect to each interest period and making payments of interest, rounding of amounts or tenors, day count fractions, business day convention and other administrative matters) that we decide may be appropriate to reflect the adoption of such Benchmark Replacement in a manner substantially consistent with market practice (or, if we decide that adoption of any portion of such market practice is not administratively feasible or if we determine that no market practice for use of the Benchmark Replacement exists, in such other manner as we determine is reasonably necessary).

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

- (1) in the case of clause (A) of the definition of “Benchmark Transition Event,” the relevant Reference Time in respect of any determination;
- (2) in the case of clause (B) or (C) of the definition of “Benchmark Transition Event,” the later of (a) the date of the public statement or publication of information referenced therein and (b) the date on which the administrator of the Benchmark permanently or indefinitely ceases to provide the Benchmark (or such component); or
- (3) in the case of clause (D) of the definition of “Benchmark Transition Event,” the date of the public statement or publication of information referenced therein;

provided that, in the event of any public statements or publications of information as referenced in clauses (2) or (3) above, should such event or circumstance referred to in such a public statement or publication occur on a date falling later than three (3) months after the relevant public statement or publication, the Benchmark Transition Event shall be deemed to occur on the date falling three (3) months prior to such specified date (and not the date of the relevant public statement or publication).

For the avoidance of doubt, if the event giving rise to the Benchmark Replacement Date occurs on the same day as, but earlier than, the Reference Time in respect of any determination, the Benchmark Replacement Date will be deemed to have occurred prior to the Reference Time for such determination.

“Benchmark Transition Event” means the occurrence of one or more of the following events with respect to the then-current Benchmark (including the daily published component used in the calculation thereof):

- (A) if the Benchmark (or such component, if relevant) is Three-Month Term SOFR, (a) the Relevant Governmental Body has not selected or recommended a forward-looking term rate for a tenor of three months based on SOFR, (b) the development of a forward-looking term rate for a tenor of three months based on SOFR that has been recommended or selected by the Relevant Governmental Body is not complete or (c) we determine that the use of a forward-looking rate for a tenor of three months based on SOFR is not administratively feasible;

- (B) a public statement or publication of information by or on behalf of the administrator of the Benchmark (or such component, if relevant) announcing that such administrator has ceased or will cease to provide the Benchmark (or such component, if relevant), 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, if relevant);
- (C) a public statement or publication of information by the regulatory supervisor for the administrator of the Benchmark (or such component, if relevant), the central bank for the currency of the Benchmark (or such component, if relevant), an insolvency official with jurisdiction over the administrator for the Benchmark (or such component, if relevant), a resolution authority with jurisdiction over the administrator for the Benchmark (or such component, if relevant) or a court or an entity with similar insolvency or resolution authority over the administrator for the Benchmark (or such component, if relevant), which states that the administrator of the Benchmark (or such component, if relevant) has ceased or will cease to provide the Benchmark (or such component, if relevant) 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, if relevant);
- (D) a public statement or publication of information by the regulatory supervisor for the administrator of the Benchmark (or such component, if relevant) announcing that the Benchmark (or such component, if relevant) is no longer representative, the Benchmark (or such component, if relevant) 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 in respect of the Notes; or
- (E) the Benchmark (or such component, if relevant) is not published by the administrator of the Benchmark (or a successor administrator) for six (6) consecutive Business Days, provided that if the Benchmark (or such component, if relevant) is SOFR, then SOFR is not published by its administrator (or a successor administrator) for six (6) consecutive U.S. Government Securities Business Days.

“Corresponding Tenor” with respect to a Benchmark Replacement means a tenor (including overnight) having approximately the same length (disregarding business day adjustment) as the applicable tenor for the then-current Benchmark.

“ISDA Definitions” means the 2006 ISDA Definitions published by the International Swaps and Derivatives Association, Inc. or any successor thereto, as amended or supplemented from time to time, or any successor definitional booklet for interest rate derivatives published from time to time.

“ISDA Fallback Adjustment” means the spread adjustment (which may be a positive or negative value or zero) that would apply for derivatives transactions referencing the ISDA Definitions to be determined upon the occurrence of an index cessation event with respect to the Benchmark for the applicable tenor.

“ISDA Fallback Rate” means the rate that would apply for derivatives transactions referencing the ISDA Definitions to be effective upon the occurrence of a Benchmark Transition Event with respect to the Benchmark for the applicable tenor excluding the applicable ISDA Fallback Adjustment.

“NY Federal Reserve” means the Federal Reserve Bank of New York.

“NY Federal Reserve’s Website” means the website of the NY Federal Reserve, currently at www.newyorkfed.org, or any successor website of the NY Federal Reserve or the website of any successor administrator of SOFR.

“Reference Time” with respect to any determination of the Benchmark means (1) if the Benchmark is LIBOR, 11:00 a.m. (London Time) on the day that is two London banking days preceding the date of such

determination, (2) if the Benchmark is SOFR, the SOFR Reference Time and (3) if the Benchmark is not LIBOR or SOFR, the time determined by the Issuer or the Replacement Rate Determination Agent in accordance with the Benchmark Replacement Conforming Changes.

“**Relevant Governmental Body**” means the Board of Governors of the Federal Reserve System and/or the NY Federal Reserve or a committee officially endorsed or convened by the Board of Governors of the Federal Reserve System and/or the NY Federal Reserve or any successor thereto.

“**Relevant Screen Page**” means the page on the source in each case specified in the applicable supplement, provided that, if SOFR is the relevant Benchmark, the Relevant Screen Page will be the SOFR Screen Page.

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

“**U.S. Government Securities Business Day**” means any day except for a Saturday, Sunday or a day on which the Securities Industry and Financial Markets Association (SIFMA) recommends that the fixed income departments of its members be closed for the entire day for purposes of trading in U.S. government securities.

4. Payments

For the purposes of this paragraph 4, references to payment or repayment, as the case may be, of principal and/or interest and other similar expressions shall, where the context so admits, be deemed also to refer to delivery of any Physical Delivery Amounts.

Payments shall be deposited with the Fiscal and Paying Agent no later than 10:00 a.m. (New York City time) on the second New York Business Day immediately preceding the date on which any payment is to be made, or, in the case of (x) Notes denominated in Yen, two (2) New York Business Days before such date, or (y) Notes for which the Paying Agent is specified as the Bank of New York Mellon, London Branch, one (1) London Business Day before such date to the account specified by the Fiscal and Paying Agent, whereafter the Fiscal and Paying Agent shall receive a payment confirmation from the paying bank of the Issuer.

(a) Method of Payment

Payments of principal, other than installments of principal prior to the final installment, in respect of each Note, whether or not in global form, will be made against presentation and surrender, or, in the case of part payment of any sum due, endorsement, of the Note at the specified office of any Paying Agent. Such payments will be made by transfer to the Designated Account (as defined below) of the holder, or the first named of joint holders, of the Note appearing in the register of holders of the Notes maintained by the Fiscal and Paying Agent, (i) where in global form, no later than at the close of the business day (being for this purpose a day on which DTC, Euroclear or Clearstream/Luxembourg, as applicable, are open for business) before the relevant due date, and (ii) where in definitive form, at the close of business on the third business day, being for this purpose a day on which banks are open for business in the city where the specified office of such Paying Agent is located, before the relevant due date (in either case, the “**Record Date**”). Notwithstanding the previous sentence, if (i) a holder does not have a Designated Account or (ii) the principal amount of the Notes held by a holder is less than U.S.\$250,000 (or its approximate equivalent in any other Specified Currency), payment will instead be made by a check in the Specified Currency drawn on a Designated Bank (as defined below). For the purposes of this paragraph 4(a), “**Designated Account**” means the account that, in the case of a payment in Japanese yen to a non-resident of Japan, shall be a non-resident account, maintained by a holder with a Designated Bank and identified as such in the Register, and “**Designated Bank**” means, in the case of payment in a Specified Currency other than U.S. dollars, a bank in the principal financial center of the country of such Specified Currency and, in the case of a payment in U.S. dollars, any bank that processes payments in U.S. dollars.

Payments of interest and payments of installments of principal, other than the final installment, in respect of each Note, will be made in the Specified Currency drawn on a Designated Bank and mailed by uninsured mail on the business day in the city where the specified office of such Paying Agent is located immediately preceding the relevant due date to the holder, or the first named of joint holders, of the Note appearing in the Register, (i) by wire where in global form, no later than the close of the business day (being for this purpose a day on which DTC, Euroclear or

Clearstream/Luxembourg, as applicable, are open for business) before the relevant due date, and (ii) where in definitive form, at the close of business on the fifteenth day, whether such fifteenth day is a business day, before the payment date at his address shown in the Register on the Record Date and at his risk. Upon application of the holder to the specified office of any Paying Agent not less than three business days, in the city where the specified office of such Paying Agent is located, before the due date for any payment of interest in respect of a Note, the payment may be made by transfer on the due date in the manner provided in the preceding paragraph. Any such application for transfer shall be deemed to relate to all future payments of interest, other than interest due on redemption, and installments of principal, other than the final installment, in respect of the Notes that become payable to the holder who has made the initial application until such time as the Fiscal and Paying Agent is notified in writing to the contrary by such holder. Payment of the interest due in respect of each Note on redemption and the final installment of principal will be made in the same manner as payment of the principal amount of such Note.

Holders of Notes will not be entitled to any interest or other payment for any delay in receiving any amount due in respect of any Note as a result of delays by the relevant clearing system. No commissions or expenses shall be charged to such holders by the Registrar in respect of any payments of principal or interest in respect of the Notes.

Neither the Issuer, the Guarantor nor any of the Agents will have any responsibility or liability for any aspect of the records relating to, or payments made on account of, beneficial ownership interests in the Global Notes or Master Notes or for maintaining, supervising or reviewing any records relating to such beneficial ownership interests.

Payments of principal and interest, if any, in respect of certificated Notes will, subject as provided below, be made against presentation or surrender of such certificated Notes at any specified office of any Paying Agent. Payments of principal in respect of installments, if any, other than the last installment, will, subject as provided below, be made against surrender of the relevant receipt. Payment of the last installment will be made against surrender of the relevant certificated Note. Each receipt must be presented for payment of such installment together with the relevant certificated Note against which the amount will be payable in respect of that installment. If any certificated Notes are redeemed or become repayable prior to their respective maturity dates, or the Interest Payment Date falling in the redemption month in respect thereof, as the case may be, principal will be payable on surrender of each such Note together with all unmatured receipts appertaining thereto. Unmatured receipts and receipts presented without the certificated Notes to which they appertain do not constitute obligations of the Issuer. All payments of interest and principal with respect to certificated Notes will be made only against presentation and surrender of the relevant certificated Notes or receipts, except as otherwise provided in the third succeeding paragraph.

Subject as provided below and, in the case of Physical Delivery Notes, subject also as provided in the applicable supplement, payments in respect of certificated Notes, other than Dual Currency Notes, denominated in a Specified Currency, other than U.S. dollars, or, in the case of Dual Currency Notes, payable in a Specified Currency, other than U.S. dollars, will, subject as provided below, be made by a check in the Specified Currency drawn on or, at the option of the holder and upon 15 days prior notice to the Fiscal and Paying Agent, by transfer to an account; in the case of payment in yen, to a non-resident of Japan, a non-resident account, in the Specified Currency maintained by the payee with, a bank in the principal financial center of the country of the Specified Currency. Payments in U.S. dollars will be made by credit or transfer to a U.S. dollar account or any other account to which U.S. dollars may be credited or transferred specified by the payee or, at the option of the payee, by a check in U.S. dollars. The applicable supplement may also contain provisions for variation of settlement where, for reasons beyond the control of the Issuer or any Noteholder, including, without limitation, unlawfulness, illegality, impossibility, force majeure, non-transferability or the like (each a “**Payment Disruption Event**”), the Issuer is not able to make, or any Noteholder is not able to receive, as the case may be, payment on the due date and in the Specified Currency of any amount of principal or interest due under the Notes.

In the case of Physical Delivery Notes that are settled by way of delivery, on the due date for redemption, the Issuer shall deliver, or procure the delivery of, the documents evidencing the number of and/or constituting the Underlying Assets plus or minus any amount due to or from the Noteholder deliverable in respect of each Note (the “**Physical Delivery Amount**”) to, or to the order of, the Noteholder in accordance with the instructions of the Noteholder contained in the Transfer Notice (as defined below). The Physical Delivery Amount shall be evidenced in the manner described in the applicable supplement. The applicable supplement may also contain provisions for variation of settlement pursuant to an option to such effect or where the Issuer or the holder of a Physical Delivery Note, as the case may be, is not able to deliver or take delivery of as the case may be, the Underlying Assets, or where

a Settlement Disruption Event, as described in the applicable supplement has occurred, all as provided in the applicable supplement.

Payments of principal and interest, if any, in respect of Notes represented by any Global Note or Master Note will be made in the manner specified above and otherwise in the manner specified in the relevant Global Note or Master Note against presentation or surrender, as the case may be, of such Global Note or Master Note at the specified office of any Paying Agent. A record of each payment made on such Global Note or Master Note, distinguishing between any payment of principal and any payment of interest, will be made on such Global Note or Master Note by the Paying Agent to which such Global Note or Master Note is presented for the purpose of making such payment, and such record shall be *prima facie* evidence that the payment in question has been made.

The registered holder of the relevant Global Note or Master Note shall be the only person entitled to receive payments in respect of Notes represented by such Global Note or Master Note, and the Issuer will be discharged by payment to, or to the order of, the holder of such Global Note or Master Note in respect of each amount so paid. Each of the persons shown in the records of DTC, Euroclear or Clearstream, Luxembourg as the holder of a particular nominal amount of Notes must look solely to DTC, Euroclear or Clearstream, Luxembourg, as the case may be, for its share of each payment so made by the Issuer to the holder of the relevant Notes. No person other than the holder of the relevant Global Note or Master Note shall have any claim against the Issuer in respect of any payments due on that Global Note or Master Note.

Fixed-Rate Notes in certificated form should be presented for payment on or before the relevant redemption date.

If any date for payment of any amount in respect of any Note is not a Payment Day (as defined herein), then the holder thereof shall not be entitled to payment of the amount due until the next following Payment Day and shall not be entitled to any interest or other sum in respect of any such delay.

For these purposes, “**Payment Day**” means, subject to “Prescription”, paragraph 9 below:

- (i) a day on which commercial banks and foreign exchange markets settle payments and are open for general business, including dealing in foreign exchange and foreign currency deposits, in:
 - (A) the relevant place of presentation;
 - (B) any additional financial center specified in the applicable supplement; and
- (ii) either (a) in relation to any sum payable in a Specified Currency other than the U.S. dollar, a day on which commercial banks and foreign exchange markets settle payments and are open for general business, including dealing in foreign exchange and foreign currency deposits, in the principal financial center of the country of the relevant Specified Currency, as set forth in the applicable supplement, or (b) in relation to any sum payable in U.S. dollars, a day on which the Federal Reserve System is open.

If the due date for redemption of any interest bearing Note in certificated form is not a due date for the payment of interest relating thereto, interest accrued in respect of such Note from and including the last preceding due date for the payment of interest, or from the interest commencement date, will be paid against surrender of such Note.

The name of the Fiscal and Paying Agent and its initial specified offices are set out below in “Agents,” paragraph 14 below. The Issuer reserves the right at any time to vary or terminate the appointment of the Fiscal and Paying Agent and to appoint additional or other Fiscal and Paying Agents or Paying Agents, including, in each case, the Guarantor or an affiliate of the Issuer, and/or to approve any change in the specified office of any Paying Agent, provided that there will at all times be a Fiscal and Paying Agent.

In addition, the Issuer shall immediately appoint a Paying Agent having a specified office in New York City in the circumstances described in the paragraph immediately above. Any variation, termination, appointment or change shall only take effect, other than in the case of insolvency, when it shall be of immediate effect, after not less

than 30 nor more than 45 days prior notice shall have been given to the Noteholders in accordance with “Notices,” paragraph 12 below.

Payments in respect of the Notes will be subject in all cases to any fiscal or other laws and regulations applicable thereto in the place of payment.

(b) Physical Delivery Notes

The applicable supplement will contain provisions relating to the procedure for the delivery of any Physical Delivery Amount in respect of Physical Delivery Notes, including, without limitation, liability for the costs of transfer of Underlying Assets.

The Underlying Assets will be delivered at the risk of the relevant Noteholder in such manner as may be specified in the transfer notice pursuant to which such Underlying Assets are delivered (the “**Transfer Notice**,” the form of which is annexed to the Fiscal and Paying Agency Agreement) and, notwithstanding the provisions of “Interest—Interest Payments” above, no additional payment or delivery will be due to a Noteholder where any Underlying Assets are delivered after their due date in circumstances beyond the control of either the Issuer or the Fiscal and Paying Agent.

5. Redemption and Purchase

(a) Final Redemption

Unless previously redeemed or purchased and cancelled as provided below, Notes will be redeemed by the Issuer at their final redemption amount, or, in the case only of Physical Delivery Notes where the applicable supplement specifies that such Notes will be redeemed by payment and/or delivery of a Physical Delivery Amount, by the payment and the delivery of the Physical Delivery Amount, specified in, or determined in the manner specified in, the applicable supplement in the Specified Currency on the Maturity Date specified in the applicable supplement, in the case of Notes that are not Floating-Rate Notes, or on the Interest Payment Date falling in the redemption month specified in the applicable supplement, in the case of Floating-Rate Notes. Notes may not be redeemed other than in accordance with these Terms and Conditions.

(b) Redemption for Taxation Reasons

(i) If as a result of any change in, or in the official interpretation or administration of, any laws or regulations of France or any other authority thereof or therein the Issuer or the Guarantor would be required to pay additional amounts in respect of the Notes or Notes Guarantees, as provided in paragraph 6 (a “**Withholding Tax Event**”), then the Issuer may at its option at any time (in the case of Notes other than Floating Rate Notes) or on any Interest Payment Date (in the case of Floating Rate Notes) but subject, (x) in the case of Subordinated Notes, to subparagraph (m) (*Conditions to redemption of Subordinated Notes prior to Maturity Date*), (y) in the case of Senior Non Preferred Notes to subparagraph (q) (*Conditions to redemption prior to the Maturity Date or substitution and variation of Senior Non Preferred Notes*) or, (z) in the case of Senior Preferred Notes, if “*Prior approval of Relevant Regulator*” is specified in the applicable supplement, to subparagraph (s) (*Conditions to redemption prior to the Maturity Date of Senior Preferred Notes*) below, on giving not more than 45 nor less than 30 days notice to the Noteholders (in accordance with “Notices,” paragraph 12 below) which notice shall be irrevocable, redeem all, but not less than all, of the Notes as to which the condition set forth above applies at their Early Redemption Amount (as defined below) together with interest accrued to the date fixed 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 upon which the Issuer or the Guarantor, as the case may be, could make payment without withholding for such taxes.

(ii) If the Issuer or the Guarantor would, on the next due date for payment of any amount in respect of the Notes or Notes Guarantees, be prevented by French law from making such payment notwithstanding the undertaking to pay additional amounts as provided in paragraph 6 (a “**Gross-up Event**”), then the Issuer upon prior notice of such fact to the Fiscal and Paying Agent may at any

time (in the case of Notes other than Floating Rate Notes) or on any Interest Payment Date (in the case of Floating Rate Notes) but subject, (x) in the case of Subordinated Notes, to subparagraph (m) (*Conditions to redemption of Subordinated Notes prior to Maturity Date*), (y) in the case of Senior Non Preferred Notes, to subparagraph (q) (*Conditions to redemption prior to the Maturity Date or substitution and variation of Senior Non Preferred Notes*) or, (z) in the case of Senior Preferred Notes, if “*Prior approval of Relevant Regulator*” is specified in the applicable supplement, to subparagraph (s) (*Conditions to redemption prior to the Maturity Date of Senior Preferred Notes*) below, redeem all, but not less than all, of the Notes then outstanding as to which the condition set forth above of shall apply at their Early Redemption Amount (as defined below) together with interest accrued to the date fixed for redemption, upon giving not less than 7 nor more than 45 days prior notice to the Noteholders (in accordance with “Notices,” paragraph 12 below), provided that the due date for redemption of which notice hereunder shall be given shall be no earlier than the latest practicable date on which the Issuer or the Guarantor, as the case may be, could make payment of the full amount of interest payable in respect of the Notes or, if such date is already past, as soon as practicable thereafter.

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

If “*Issuer Call*” is specified in the applicable supplement, the Issuer may, subject (x) in the case of Subordinated Notes, to subparagraph (m) (*Conditions to redemption of Subordinated Notes prior to Maturity Date*), (y) in the case of Senior Non Preferred Notes, to subparagraph (q) (*Conditions to redemption prior to the Maturity Date or substitution and variation of Senior Non Preferred Notes*) or, (z) in the case of Senior Preferred Notes, if “*Prior approval of Relevant Regulator*” is specified in the applicable supplement, to subparagraph (s) (*Conditions to redemption prior to the Maturity Date of Senior Preferred Notes*) below, having given, unless otherwise specified in connection with a particular offering of Notes:

- (i) not less than 5 nor more than 30 days notice to the Noteholders in accordance with “Notices,” paragraph 12 below, or as otherwise specified in the applicable supplement; and
- (ii) not less than 5 days before the giving of the notice referred to in (i), notice to the Fiscal and Paying Agent;

which notices shall be irrevocable and shall specify the date fixed for redemption, redeem all or some of the Notes then outstanding on any optional redemption date and at the optional redemption amounts specified in, or determined in the manner specified in, the applicable supplement together, if appropriate, with interest accrued to, but excluding, the relevant optional redemption date. Any such redemption must be of a nominal amount equal to the minimum redemption amount or a higher redemption amount. In the case of a partial redemption of Notes, the Notes to be redeemed (the “**Redeemed Notes**”) will be selected individually by lot, in the case of Redeemed Notes represented by certificated Notes, and in accordance with the rules of DTC, Euroclear and/or Clearstream, Luxembourg, in the case of Redeemed Notes represented by a Global Note or Master Note, not more than 30 days prior to the date fixed for redemption (such date of selection the “**Selection Date**”). In the case of Redeemed Notes represented by certificated Notes, a list of the serial numbers of such Redeemed Notes will be published in accordance with “Notices,” paragraph 12 below, not less than 5 days prior to the date fixed for redemption. The aggregate nominal amount of Redeemed Notes represented by certificated Notes shall bear the same proportion to the aggregate nominal amount of all Redeemed Notes as the aggregate nominal amount of certificated Notes outstanding bears to the aggregate nominal amount of the Notes outstanding, in each case on the Selection Date, provided that such first mentioned nominal amount shall, if necessary, be rounded downwards to the nearest integral multiple of the Specified Denomination, and the aggregate nominal amount of Redeemed Notes represented by a Global Note or Master Note shall be equal to the balance of the Redeemed Notes. No exchange of the relevant Global Note or Master Note will be permitted during the period from, and including, the Selection Date to, and including, the date fixed for redemption pursuant to this paragraph (c), and notice to that effect shall be given by the Issuer to the Noteholders in accordance with “Notices,” paragraph 12 below, at least 5 days prior to the Selection Date.

In the case of Subordinated Notes, no redemption at the option of the Issuer will be permitted prior to five (5) years from the date of issue thereof, except as described in subparagraph (m) (*Conditions to redemption of Subordinated Notes prior to Maturity Date*) below.

(d) *Redemption at the Option of the Noteholders (“Noteholder Put”)*

In the case of Subordinated Notes, no redemption of the Notes at the option of the Noteholder is permitted. If “*Noteholder Put*” is specified in the applicable supplement, and provided that this Note is not a Subordinated Note, upon the holder of any Note giving to the Issuer in accordance with “Notices,” paragraph 12 below, not less than 15 nor more than 30 days notice, the Issuer will, upon the expiration of such notice, redeem, subject to and in accordance with the terms specified in the applicable supplement, in whole, but not in part, such Note on the optional redemption date and at the optional redemption amount together, if appropriate, with interest accrued to, but excluding, the optional redemption date.

If a Note is in certificated form and held outside DTC, Euroclear and Clearstream, Luxembourg, to exercise the right to require redemption of such Note the holder of such Note must deliver such Note at the specified office of any Paying Agent at any time during normal business hours of such Paying Agent falling within the notice period, a duly completed and signed notice of exercise in the form obtainable from any specified office of any Paying Agent (a “**Put Notice**”) and in which the holder must specify a bank account, or, if payment is required to be made by check, an address, to which payment is to be made under this paragraph 5, accompanied by the Note or evidence satisfactory to the Paying Agent concerned that the Note will, following delivery of the Put Notice, be held to its order or under its control. If the Note is represented by a Global Note or Master Note or is in certificated form and held through DTC, Euroclear or Clearstream, Luxembourg, to exercise the right to require redemption of such Note the holder of the Note must, within the notice period, give notice to the Paying Agent of such exercise in accordance with the standard procedures of DTC, Euroclear and Clearstream, Luxembourg, which may include notice being given on his instruction by DTC, Euroclear or Clearstream, Luxembourg or any common depositary for them to the Paying Agent by electronic means, in a form acceptable to DTC, Euroclear and Clearstream, Luxembourg from time to time and, if a Note is represented by a Global Note or Master Note, at the same time present or procure the presentation of the relevant Global Note or Master Note to the Paying Agent for notation accordingly.

Any Put Notice given by a holder of any Note pursuant to this paragraph shall be irrevocable except if prior to the due date of redemption an Event of Default shall have occurred and be continuing, in which event such holder, at his option, may elect by notice to the Issuer to withdraw the notice given pursuant to this paragraph 5 and instead to declare such Note forthwith due and payable pursuant to Condition 8 (*Events of Default and Enforcement*).

(e) *Optional Redemption of Subordinated Notes upon the occurrence of a Capital Event*

Upon the occurrence of a Capital Event (as defined below), the Issuer may (at its option but subject to subparagraph (m) (*Conditions to redemption of Subordinated Notes prior to Maturity Date*) below) at any time subject to having given no less than thirty (30) nor more than forty five (45) calendar days’ notice to the Noteholders in accordance with “Notices,” paragraph 12 below (which notice shall be irrevocable), redeem the Subordinated Notes in whole, but not in part, at their Early Redemption Amount, together with all interest accrued to the date fixed for redemption.

“**Capital Event**” means the determination by the Issuer, that as a result of a change in the Relevant Rules becoming effective on or after the Issue Date of the relevant Series of Subordinated Notes, which change was not reasonably foreseeable by the Issuer as at the Issue Date of the relevant Series of Subordinated Notes, it is likely that all or part of the aggregate outstanding nominal amount of the Subordinated Notes will be excluded from the own funds of the Group or reclassified as a lower quality form of own funds of the Group.

“**CRD IV**” means the Directive 2013/36/EU of the European Parliament and of the Council of June 26, 2013 on access to the activity of credit institutions and the prudential supervision of credit institutions and investment firms, as amended from time to time including by Directive (EU) 2019/878 of the European Parliament and of the Council of May 20, 2019.

“**CRD IV Implementing Measures**” means any regulatory capital rules implementing the CRD IV or the CRR which may from time to time be introduced, including, but not limited to, delegated or implementing acts (regulatory technical standards) adopted by the European Commission, national laws and regulations, and regulations and guidelines issued by the Relevant Regulator, which are applicable to the Issuer and which prescribe the requirements to be fulfilled by financial instruments for inclusion in the regulatory capital of the Issuer.

“**CRD IV Rules**” means any or any combination of the CRD IV, the CRR and any CRD IV Implementing Measures.

“**CRR**” means the Regulation (EU) No 2013/575 of the European Parliament and of the Council of June 26, 2013 on prudential requirements for credit institutions and investment firms, as amended from time to time including by Regulation (EU) 2019/876 of the European Parliament and of the Council of May 20, 2019.

“**Relevant Regulator**” means the European Central Bank and any successor or replacement thereto, or other authority (including, but not limited to any resolution authority) having primary responsibility for the prudential oversight and supervision of the Issuer or the application of the Relevant Rules to the Issuer and the Group.

“**Relevant Rules**” means at any time the laws, regulations, requirements, guidelines and policies of the Relevant Regulator relating to capital adequacy applicable to the Issuer from time to time including, for the avoidance of doubt, applicable rules contained in, or implementing the CRD IV Rules and/or the BRRD (as amended or replaced from time to time).

“**BRRD**” means the Directive 2014/59/EU of the European Parliament and of the Council of May 15, 2014 establishing a framework for the recovery and resolution of credit institutions and investment firms, as amended from time to time including by Directive (EU) 2019/879 of the European Parliament and of the Council of May 20, 2019 (“**BRRD II**”).

“**Tier 2 Capital**” has the meaning given to it (or, if no longer used, any equivalent or successor term) in the Relevant Rules.

(f) *Optional Redemption of Subordinated Notes upon the occurrence of a Tax Deduction Event*

If by reason of any change in the French laws or regulations, or any political subdivision or any authority thereof or therein having power to tax, or any change in the application or official interpretation of such laws or regulations becoming effective on or after the Issue Date of the relevant Series of Subordinated Notes, the tax regime applicable to any interest payment under the Subordinated Notes is modified and such modification results in the amount of the interest payable by the Issuer under the Subordinated Notes that is tax-deductible by the Issuer for French corporate income tax (*impôts sur les bénéfices des sociétés*) purposes being reduced (a “**Tax Deduction Event**”), the Issuer may, subject to subparagraph (m) (*Conditions to redemption of Subordinated Notes prior to Maturity Date*) below, at its option, at any time, subject to having given no less than thirty (30) nor more than forty five (45) calendar days’ notice to the Fiscal and Paying Agent and the Noteholders (in accordance with “Notices,” paragraph 12 below) redeem all, and not some only, of the relevant Series of Subordinated Notes then outstanding at their Early Redemption Amount together with accrued interest (if any) thereon, provided that the due date for redemption of which notice hereunder may be given shall be no earlier than the latest practicable date on which the Issuer could make such payment with interest payable being tax deductible for French corporate income tax (*impôts sur les bénéfices des sociétés*) purposes to the same extent as it was on the Issue Date of the relevant Series of Subordinated Notes.

(g) *Early Redemption Amounts*

For the purposes of Condition 5(b) (*Redemption for Taxation Reasons*), Condition 5(e) (*Optional Redemption of Subordinated Notes upon the occurrence of a Capital Event*), Condition 5(f) (*Optional Redemption of Subordinated Notes upon the occurrence of a Tax Deduction Event*), Condition 5(p) (*Optional Redemption of Senior Non Preferred Notes upon the occurrence of a MREL/TLAC Disqualification Event or a MREL/TLAC Criteria Event*), Condition 5(r) (*Optional Redemption of Senior Preferred Notes upon the occurrence of a Benchmark Transition Event*), Condition 8(a) (*Events of Default*) and Condition 8(b) (*Enforcement*) and any circumstances where the Notes are to be redeemed prior to the Maturity Date at their Early Redemption Amount (as defined below) (each an “**Early Redemption Event**”), each Note will be redeemed at an amount (the “**Early Redemption Amount**”) specified in the applicable supplement and calculated as follows, together, if appropriate, with interest accrued to, but excluding, the date fixed for redemption or, as the case may be, the date upon which such Note becomes due and repayable:

- (i) if “*Final Redemption Amount*” is specified in the applicable supplement, at the Final Redemption Amount as specified in the applicable supplement; or

- (ii) if the “*Calculation Amount Percentage*” is specified in the applicable supplement at the Calculation Amount (as specified in the applicable supplement) times the relevant percentage specified in the applicable supplement; or
- (iii) if “*Market Value less Costs*” is specified in the applicable supplement, at the fair market value of such Note less associated costs; or
- (iv) if “*Max of Calculation Amount Percentage and Market Value less Costs*” is specified in the applicable supplement, at the greater of the Calculation Amount (as specified in the applicable supplement) times the relevant percentage specified in the applicable supplement and the fair market value of such Note less associated costs; or
- (v) if “*Max of Amortized Amount and Market Value less Costs*” is specified in the applicable supplement, at the greater of (i) the fair market value of such Note less associated costs and (ii) the Amortized Face Amount (as defined below), in each case, multiplied by the Early Redemption Percentage specified in the applicable supplement; or
- (vi) if “*Amortized Face Amount*” is specified in the applicable supplement at an amount (the “**Amortized Face Amount**”) equal to the sum of: (x) the Reference Price specified in the applicable supplement and (y) the product of the Accrual Yield specified in the applicable supplement (compounded annually) being applied to the Reference Price from (and including) the Issue Date to (but excluding) the date fixed for redemption or (as the case may be) the date upon which such Note becomes due and repayable.

Where such calculation is to be made for a period of less than a full year, it shall be made on the basis of the Day Count Fraction, if applicable, specified in the applicable supplement;

Each of (i) to (vi) above, a “**Calculation Method**”.

The applicable supplement may specify different Calculation Methods for different Early Redemption Events. Unless specified in the applicable supplement, the same Calculation Method shall apply in respect of all Early Redemption Event.

For the avoidance of doubt, if Article 45b(2)(b) of BRRD II is specified as applicable in the applicable supplement, the Early Redemption Amount specified with respect to Condition 8(a) (*Events of Default*) and Condition 8(b) (*Enforcement*) is the amount to be taken into account for purposes of Article 45b(2)(b) of BRRD II. This amount is fixed or increasing, and does not exceed the initially paid-up amount of the liability.

In addition, in the case of sub-paragraphs (ii) and (iv) above, the applicable supplement may specify different percentages for different periods during the life of the Notes, in which case the relevant periods will also be specified in the applicable supplement.

(h) *Purchases*

In the case of Senior Preferred Notes, the Issuer and its affiliates may, at any time, purchase Notes at any price in the open market or otherwise, in each case in accordance with applicable securities laws. If “*Prior approval of the Relevant Regulator*” is specified in the applicable supplement, any such purchase is subject to subparagraph (s) (*Conditions to redemption prior to the Maturity Date of Senior Preferred Notes*) below.

In the case of Senior Non Preferred Notes, the Issuer and its affiliates may, subject to subparagraph (q) (*Conditions to redemption prior to the Maturity Date or substitution and variation of Senior Non Preferred Notes*) below, at any time purchase Notes at any price in the open market or otherwise, in each case in accordance with applicable securities laws.

In the case of Subordinated Notes, the Issuer and its affiliates may, subject to subparagraph (m) (*Conditions to redemption of Subordinated Notes prior to Maturity Date*) below, purchase Subordinated Notes at any price in the open market or otherwise in each case in accordance with applicable securities laws.

Notwithstanding the above, the Issuer or any agent on its behalf shall have the right at all times to purchase Subordinated Notes for market making purposes provided that: (a) the prior written approval of the Relevant Regulator shall be obtained; and (b) the total principal amount of the Subordinated Notes so purchased does not exceed the lower of (i) ten (10) per cent. of the initial aggregate principal amount of the relevant Series of Subordinated Notes and any Additional Notes issued under Condition 11 (*Further Issues*) and (ii) three (3) per cent. of the Tier 2 Capital of the Issuer from time to time outstanding. The Subordinated Notes so purchased by the Issuer may be held and resold in accordance with applicable laws and regulations.

(i) *Cancellation*

All Notes that are redeemed or purchased by the Issuer to be cancelled will forthwith be cancelled and accordingly may not be re-issued or resold.

(j) *Installments*

(i) Each Note in certificated form that is redeemable in installments will be redeemed in the installment amounts and on the installment dates specified in the applicable supplement.

(ii) If “*Installment Adjustment*” is specified in the applicable supplement and the Notes are redeemable in installments, each Note will be redeemed (i) in part by payment of the Installment Amount on the Installment Date (each as defined and specified in the applicable supplement) and (ii) with final redemption being made pursuant to Condition 5(a) (*Final Redemption*). The Installment Amount in respect of the Installment Date will be an amount calculated by the Calculation Agent equal to the product of the Calculation Amount (as specified in the applicable supplement) immediately prior to the Installment Date and the Installment Percentage specified in the applicable supplement. Following the Installment Date, the Calculation Amount in respect of each Note shall be reduced by the Installment Amount and all calculations and determinations in respect of the Notes shall be made on the basis of the Calculation Amount as so reduced (or in the case of calculations and determinations made in respect of all of the Notes, the aggregate of the Calculation Amount as so reduced).

(iii) All installments, other than the final installment, will be paid by surrender of, in the case of a certificated Note, the relevant Receipt, which must be presented with the Note to which it appertains, and, in the case of a Global Note or Master Note, the relevant Note and issue of a new Note in the nominal amount remaining outstanding, all as more fully described in “Payments” above.

(k) *Late Payment on Zero Coupon Notes*

If the amount payable in respect of any Zero Coupon Note upon redemption of such Zero Coupon Note pursuant to paragraphs (b), (c) or (d) above is improperly withheld or refused, the amount due and repayable in respect of such Zero Coupon Note shall be the amount calculated as provided in paragraph 5(g)(iv) above, as though the references therein to the date fixed for redemption or the date upon which the Zero Coupon Note becomes due and repayable were replaced by references to the date that is the earlier of:

- (A) the date on which all amounts due in respect of the Zero Coupon Note have been paid; and
- (B) the date on which the full amount payable has been received by the Fiscal and Paying Agent and notice to that effect has been given to the Noteholders in accordance with “Notices,” paragraph 12 below.

(l) *Partly Paid Notes*

Partly Paid Notes will be redeemed, whether at maturity, early redemption or otherwise, in accordance with the provisions of this paragraph 5 as amended or varied by the information specified in the applicable supplement.

(m) *Conditions to redemption of Subordinated Notes prior to Maturity Date*

The Subordinated Notes may only be redeemed or purchased (as applicable) if the Relevant Regulator has given its prior written approval to such redemption or purchase (as applicable) and the other conditions required by applicable law including Articles 77 and 78 of the CRR (as applicable on the date of such redemption or purchase) are met.

(i) At the date hereof, the following conditions are required by Articles 77 and 78 of the CRR:

(1) on or before such purchase or redemption of the Subordinated Notes, the Issuer replaces the Subordinated Notes with capital instruments of an equal or higher quality on terms that are sustainable for the Issuer's income capacity; or

(2) the Issuer has demonstrated to the satisfaction of the Relevant Regulator that its own funds and eligible liabilities would, following such purchase or redemption (as applicable), exceed the requirements laid down in the CRD IV and the BRRD by a margin that the Relevant Regulator considers necessary; and

(ii) In the case of redemption of the Subordinated Notes before five years after the date of issuance of the relevant Series of Notes if:

(1) the conditions listed in paragraph (i) above are met; and

(2) (A) in the case of redemption due to the occurrence of a Capital Event, (i) the Relevant Regulator considers such change to be sufficiently certain and (ii) the Issuer demonstrates to the satisfaction of the Relevant Regulator that the Capital Event was not reasonably foreseeable at the time of the issuance of the first Tranche of the relevant Series of Subordinated Notes; or

(B) in the case of redemption due to the occurrence of a Withholding Tax Event, a Tax Deduction Event or a Gross-up Event, the Issuer demonstrates to the satisfaction of the Relevant Regulator that such Withholding Tax Event, Tax Deduction Event or Gross-up Event is material and was not reasonably foreseeable at the time of issuance of the first Tranche of the relevant Series of Subordinated Notes, and the Issuer has delivered a certificate signed by one of its senior officers to the Fiscal and Paying Agent (and copies thereof will be available at the Fiscal and Paying Agent's specified office during its normal business hours) not less than five (5) calendar days prior to the date set for redemption that such Withholding Tax Event, Tax Deduction Event or Gross-up Event has occurred or will occur no more than ninety (90) days following the date fixed for redemption, as the case may be; or

(C) the Issuer replaces the Subordinated Notes with own funds instruments of equal or higher quality at terms that are sustainable for the income capacity of the Issuer and the Relevant Regulator has permitted that action on the basis of the determination that it would be beneficial from a prudential point of view and justified by exceptional circumstances; or

(D) the Subordinated Notes are repurchased for market making purposes.

“**Tier 1 Capital**” has the meaning given to it (or, if no longer used, any equivalent or successor term) in the Relevant Rules.

(n) *Substitution and Variation of Senior Non Preferred Notes*

Subject to having given no less than thirty (30) nor more than sixty (60) calendar days' notice to the Fiscal and Paying Agent and the Noteholders (in accordance with Condition 12 (*Notices*)), if a MREL/TLAC Disqualification Event has occurred and is continuing, the Issuer may, at its option, substitute all (but not some only) of the relevant Series of Senior Non Preferred Notes or vary the terms of all (but not some only) of the relevant Series of Senior Non Preferred Notes without any requirement for the consent or approval of the Noteholders, so that they

become or remain Qualifying Notes. Alternatively, the Issuer may, at its option, redeem all (but not some only) of the relevant Series of Senior Non Preferred Notes in accordance with Condition 5(p) (*Optional Redemption of Senior Non Preferred Notes upon the occurrence of a MREL/TLAC Disqualification Event or a MREL/TLAC Criteria event*) below.

Any such notice shall specify the details of such substitution or variation, as the case may be, including the date on which such substitution or variation, as the case may be, shall take effect and details of where the Noteholders can inspect or obtain copies of the new or amended terms and conditions of the Qualifying Notes. Such substitution or variation will be effected without any cost or charge to the Noteholders.

For the purpose of this Condition:

“**MREL/TLAC Disqualification Event**” means the determination by the Issuer, that as a result of a change in French and/or EU laws or regulations becoming effective on or after the Issue Date of a first Tranche of the Series of Senior Non Preferred Notes, which change was not reasonably foreseeable by the Issuer as at the Issue Date of the first Tranche of the Series, it is likely that all or part of the aggregate outstanding nominal amount of such Series of Notes will be excluded from the eligible liabilities available to meet the MREL/TLAC Requirements (however called or defined by then applicable regulations) if the Issuer is then subject to such requirements, provided that a MREL/TLAC Disqualification Event shall not occur where such Series of Notes is excluded on the basis (1) that the remaining maturity of such Notes is less than any period prescribed by any applicable eligibility criteria under the MREL/TLAC Requirements, or (2) of any applicable limits on the amount of eligible liabilities to meet the MREL/TLAC Requirements.

“**MREL/TLAC Requirements**” means the minimum requirement for own funds and eligible liabilities and/or total loss-absorbing capacity requirements applicable to the Issuer and/or the Group referred to in the BRRD and in the CRR, or any successor requirement.

“**Qualifying Notes**” means at any time, any securities issued or guaranteed by the Issuer that:

- (i) contain terms which at such time result in such securities being eligible to count towards fulfillment of the MREL/TLAC Requirements of the Issuer and/or the Group to at least the same extent as the Senior Non Preferred Notes prior to the relevant MREL/TLAC Disqualification Event;
- (ii) carry the same rate of interest from time to time applying to the relevant Series of Senior Non Preferred Notes prior to the relevant substitution or variation pursuant to this Condition 5(n) (*Substitution and Variation of Senior Non Preferred Notes*);
- (iii) have the same currency of payment, maturity, denomination, original and aggregate outstanding principal amount as the relevant Series of Senior Non Preferred Notes prior to the relevant substitution or variation pursuant to this Condition 5(n) (*Substitution and Variation of Senior Non Preferred Notes*);
- (iv) rank at least *pari passu* with the relevant Series of Senior Non Preferred Notes prior to the relevant substitution or variation pursuant to this Condition 5(n) (*Substitution and Variation of Senior Non Preferred Notes*);
- (v) following the relevant substitution or variation pursuant to this Condition 5(n) (*Substitution and Variation of Senior Non Preferred Notes*), shall not be subject to a Withholding Tax Event or a Gross-Up Event;
- (vi) have terms not otherwise materially less favourable to the Noteholders than the terms of the relevant Series of Senior Non Preferred Notes, as reasonably determined by the Issuer, and provided that the Issuer shall have delivered a certificate to that effect to the Fiscal and Paying Agent (and copies thereof will be available at the Fiscal and Paying Agent’s specified office during its normal business hours) not less than five (5) Business Days prior to (x) in the case of a substitution of the Senior Non Preferred Notes pursuant to this Condition 5(n) (*Substitution and Variation of Senior Non Preferred Notes*), the issue date of the first Tranche of the relevant new series of

securities or (y) in the case of a variation of the Senior Non Preferred Notes pursuant to this Condition 5(n) (*Substitution and Variation of Senior Non Preferred Notes*), the date such variation becomes effective; and

(vii) (a) are listed or admitted to trading on a regulated market, if the relevant Series of Senior Non Preferred Notes were listed or admitted to trading on a regulated market immediately prior to the relevant substitution or variation, or (b) are listed or admitted to trading on any recognised stock exchange (including, without limitation, a regulated market), if the relevant Series of Senior Non Preferred Notes were listed or admitted to trading on any recognised stock exchange other than a regulated market immediately prior to the relevant substitution or variation.

(o) *Variation of ranking following a MREL/TLAC Criteria Event*

If MREL/TLAC Criteria Event is specified as applicable in the applicable supplement and a MREL/TLAC Criteria Event has occurred and is continuing in respect of a Series of Senior Non Preferred Notes, the Fiscal and Paying Agent and the Issuer may agree, without the consent of the Noteholders, to (i) vary the ranking of such Notes to Senior Preferred Notes or (ii) substitute all (but not some only) of such Notes for Senior Preferred Notes on substantially similar terms to those of the relevant Senior Non Preferred Notes (and not otherwise materially less favourable to the Noteholders), except for the ranking of such Notes. Alternatively, the Issuer may, at its option, redeem all (but not some only) of the relevant Series of Senior Non Preferred Notes in accordance with Condition 5(p) (*Optional Redemption of Senior Non Preferred Notes upon the occurrence of a MREL/TLAC Disqualification Event or a MREL/TLAC Criteria Event*).

Following such determination, the Issuer shall give notice as soon as practicable to the relevant Noteholders (in accordance with Condition 12 (*Notices*)), specifying the details of such variation or substitution, as the case may be, including the date on which such variation or substitution, as the case may be, shall take effect and details of where the Noteholders can inspect or obtain copies of the new or amended terms and conditions of the Notes. Such substitution or variation will be effected without any cost or charge to the Noteholders.

For the purpose of this Condition 5(o) (*Variation of ranking following a MREL/TLAC Criteria Event*), “**MREL/TLAC Criteria Event**” means in respect of a Series of Senior Non Preferred Notes (i) such Notes do not comply with the criteria applicable to eligible liabilities and are excluded from the eligible liabilities available to meet the MREL/TLAC Requirements according to the Relevant Rules as a consequence or (ii) such Notes are deemed to fall outside the category of obligations described in Articles L.613-30-3-I-4° and R.613-28 of the French Monetary and Financial Code (*Code monétaire et financier*), provided that, a MREL/TLAC Criteria Event shall not occur where such Series of Notes is excluded on the basis (x) that the remaining maturity of the relevant Notes is less than any period prescribed by any applicable eligibility criteria under the MREL/TLAC Requirements, or (y) of any applicable limits on the amount of eligible liabilities permitted or allowed to meet the MREL/TLAC Requirements.

(p) *Optional Redemption of Senior Non Preferred Notes upon the occurrence of a MREL/TLAC Disqualification Event or a MREL/TLAC Criteria Event*

Upon the occurrence of a MREL/TLAC Disqualification Event or (if specified as applicable in the applicable supplement) a MREL/TLAC Criteria Event (each as defined above), the Issuer may, at any time, subject to having given no less than seven (7) nor more than forty five (45) calendar days’ notice to the Noteholders in accordance with Condition 12 (*Notices*) (which notice shall be irrevocable), redeem all but not some only of the Notes then outstanding, at the Early Redemption Amount on the date specified in the notice of redemption, together with, if appropriate, interest accrued to (but excluding) the date fixed for redemption.

(q) *Conditions to redemption prior to the Maturity Date or substitution and variation of Senior Non Preferred Notes*

Any purchase pursuant to Condition 5(h) (*Purchases*) and any redemption prior to any specified maturity date or pursuant to Condition 5(b) (*Redemption for Taxation Reasons*), Condition 5(c) (*Redemption at the Option of the Issuer (“Issuer Call”)*), Condition 5(p) (*Optional Redemption of Senior Non Preferred Notes upon the occurrence of a MREL/TLAC Disqualification Event or a MREL/TLAC Criteria Event*), substitution or variation of a Senior Non Preferred Note pursuant to Condition 5(n) (*Substitution and Variation of a Senior Non Preferred Note*) or substitution

or variation of the ranking of a Senior Non Preferred Note following a MREL/TLAC Criteria Event pursuant to Condition 5(o) (*Variation of ranking following a MREL/TLAC Criteria Event*) is subject to the prior written approval of the Relevant Regulator to the extent required at such date.

(r) *Optional redemption of Senior Preferred Notes upon the occurrence of a Benchmark Transition Event*

If “*Benchmark Transition Event Optional Redemption*” is specified as applicable in the applicable supplement, in the event that a Benchmark Transition Event and its related Benchmark Replacement Date have occurred on or prior to the Reference Time, the Issuer may, at its option and in respect of Senior Preferred Notes only, but subject, if “*Prior approval of Relevant Regulator*” is specified as applicable in the applicable supplement, to Condition 5(s) (*Conditions to redemption prior to the Maturity Date of Senior Preferred Notes*), having given not less than seven (7) nor more than forty-five (45) calendar days’ notice to the Noteholders in accordance with Condition 12 (*Notices*) (which notice shall be irrevocable), on expiry of such notice redeem all but not some only of the Notes then outstanding, at the Early Redemption Amount on the date specified in the notice of redemption, together with, if appropriate, interest accrued to (but excluding) the date fixed for redemption.

(s) *Conditions to redemption prior to the Maturity Date of Senior Preferred Notes*

If “*Prior approval of Relevant Regulator*” is specified as applicable in the applicable supplement, any purchase pursuant to Condition 5(h) (*Purchases*) and any redemption of Senior Preferred Notes prior to any specified maturity date or pursuant to Condition 5(b) (*Redemption for Taxation Reasons*), Condition 5(c) (*Redemption at the Option of the Issuer (“Issuer Call”)*) and Condition 5(r) (*Optional redemption of Senior Preferred Notes upon the occurrence of a Benchmark Transition Event*) is subject to the prior written approval of the Relevant Regulator to the extent required at such date.

6. **Taxation**

(a) *Additional Amounts*

If French law should require that any payments of interest in respect of the Senior Preferred Notes, the Senior Non Preferred Notes (or the Senior Preferred Guarantee, the Senior Non Preferred Guarantee or the Senior Guarantees) or the Subordinated Notes (or the Subordinated Guarantee), be subject to withholding with respect to any taxes or duties whatsoever, the Issuer will, to the fullest extent then permitted by law, pay such additional amounts as may be necessary in order that the holder of each Note, after deduction of such taxes or duties, will receive the full amount of interest in respect of the Senior Preferred Notes, the Senior Non Preferred Notes (or the Senior Preferred Guarantee, the Senior Non Preferred Guarantee or the Senior Guarantees) or the Subordinated Notes (or the Subordinated Guarantee) then due and payable; provided, however, that the Issuer may, in that event, redeem all of the Notes then outstanding as to which such requirement to pay additional amounts applies in accordance with the provisions of paragraph 5(b) above, and provided further that no such additional amounts shall be payable with respect to any Note:

(i) to or on behalf of a holder who is subject to such taxes or duties in respect of such Note by reason of his being connected with France otherwise than by reason only of the holding of such Note; or

(ii) presented for payment more than 30 days after the relevant date, except to the extent that the holder would have been entitled to such additional amounts on presenting the same for payment on the last day of such period of 30 days; or

(iii) for any tax, assessment or other governmental charge that would not have been imposed but for a failure by the holder or beneficial owner (or any financial institution through which the holder or beneficial owner holds the Note or through which payment on the Note is made) to enter into or to comply with any applicable certification, documentation, information or other reporting requirement or agreement concerning accounts maintained by the holder, beneficial owner (or any such financial institution) or concerning ownership of the holder or beneficial owner (or any such financial institution) or concerning ownership of the holder or beneficial owner, or any substantially similar requirement or agreement; or

(iv) where the payment of interest on such Senior Preferred Note, Senior Non Preferred Note or Subordinated Note is made to any Noteholder who is a fiduciary or partnership or any person other than the sole beneficial owner of such payment, to the extent that the beneficiary or settlor with respect to such fiduciary, a member of such partnership or the beneficial owner of such payment would not have been entitled to the additional amounts had such beneficiary, settlor, member or beneficial owner been the actual holder of the Note; or

(v) for any (a) estate, inheritance, gift, sales, excise, transfer, personal property or similar taxes, or (b) taxes payable other than by deduction or withholding from payments under, or with respect to, the Notes or Guarantee; or

(vi) for any taxes payable under section 1471 through 1474 of the U.S. Internal Revenue Code of 1986, as amended (the “Code”) (or any successor or amended versions of these provisions), any regulations or other official guidance thereunder, or any agreement (including any intergovernmental agreement or any law implementing such intergovernmental agreement) entered into in connection therewith; or

(vii) for any combination of (i) through (vi) above.

As used herein the “relevant date” in relation to any Note means whichever is the later of:

(A) the date on which the payment in respect of such Note first became due and payable; or

(B) if the full amount of the moneys payable on such a date in respect of such Note has not been received by the Fiscal and Paying Agent on or prior to the due date, the date on which notice is duly given to the Noteholders that such moneys have been so received.

References herein to interest in respect of the Senior Preferred Notes, Senior Non Preferred Notes (or the Senior Preferred Guarantee, the Senior Non Preferred Guarantee and the Senior Guarantees) and the Subordinated Notes (or the Subordinated Guarantee) shall be deemed also to refer to any additional amounts which may be payable under this paragraph 6.

(b) *Supply of Information*

In order to assist the Fiscal and Paying Agent with its compliance with Section 1471 through 1474 of the Code and the rules and regulations thereunder (as in effect from time to time, collectively, the “Applicable Law”) the Issuer agrees (i) to provide the Fiscal Paying Agent and any paying agent reasonably available information collected and stored in the Issuer’s ordinary course of business regarding holders of the Notes (solely in their capacity as such) and which is necessary for the Fiscal and Paying Agent and any paying agent’s determination of whether it has tax related obligations under Applicable Law and (ii) that the Fiscal and Paying Agent and any paying agent shall be entitled to make any withholding or deduction from payments under the Fiscal Paying Agent Agreement and the Notes to the extent necessary to comply with Applicable Law. Nothing in the immediate preceding sentence shall be construed as obligating the Issuer to make any “gross up” payment or similar reimbursement in connection with a payment in respect of which amounts are so withheld or deducted.

7. Redenomination

Where redenomination is specified in the applicable supplement as being applicable, the Issuer may, without the consent of the Noteholders, on giving prior notice to the Fiscal and Paying Agent, DTC, Euroclear and Clearstream, Luxembourg and at least 30 days prior notice to the Noteholders in accordance with “Notices,” paragraph 12 below, elect that, with effect from the Redenomination Date (as deemed herein) specified in the notice, the relevant Notes shall be redenominated in euro.

The election, with respect to the relevant Notes, will have effect as follows:

- (a) the Notes shall be deemed to be redenominated into euro in the denomination of euro 0.01 with a principal amount for each Note equal to the principal amount of that Note in the Specified Currency, converted into euro at the established rate, provided that, if the Issuer determines, with the agreement of the Fiscal and Paying Agent, that the then market practice in respect of the redenomination into euro of internationally offered securities is different from the provisions specified above, such provisions shall be deemed to be amended so as to comply with such market practice and the Issuer shall promptly notify the Noteholders, the stock exchange, if any, on which the Notes may be listed and the Paying Agents of such deemed amendments;
- (b) except to the extent that an Exchange Notice (as defined herein) has been given in accordance with sub-paragraph (iv) below, the amount of interest due in respect of the Notes will be calculated by reference to the aggregate principal amount of Notes presented for payment by the relevant holder and the amount of such payment shall be rounded down to the nearest euro 0.01;
- (c) if certificated Notes are required to be issued after the Redenomination Date, they shall be issued at the expense of the Issuer in the denominations of euro 1,000, euro 10,000, euro 100,000 and, but only to the extent of any remaining amounts less than euro 1,000 or such smaller denominations as the Fiscal and Paying Agent may approve, euro 0.01 and such other denominations as the Fiscal and Paying Agent shall determine and notify to the Noteholders;
- (d) the payment obligations contained in any Notes so issued will also become void on that date although those Notes will continue to constitute valid exchange obligations of the Issuer. New euro-denominated Notes will be issued in exchange for Notes denominated in the Specified Currency in such manner as the Fiscal and Paying Agent may specify and as shall be notified to the Noteholders in the notice given by the Issuer (the “**Exchange Notice**”) that replacement euro-denominated Notes are available for exchange. No Exchange Notice may be given less than 15 days prior to any date for payment of principal or interest on the Notes;
- (e) after the Redenomination Date, all payments in respect of the Notes, other than payments of interest in respect of periods commencing before the Redenomination Date, will be made solely in euro as though references in the Notes to the Specified Currency were to euro. Payments will be made in euro by credit or transfer to a euro account, or any other account to which euro may be credited or transferred, specified by the payee or, at the option of the payee, by a euro check;
- (f) if the Notes are Fixed-Rate Notes and interest for any period ending on or after the Redenomination Date is required to be calculated for a period ending other than on a fixed Interest Payment Date, it will be calculated by applying the Rate of Interest to each Specified Denomination, multiplying such sum by the applicable Day Count Fraction, and rounding the resulting figure to the nearest Sub-Unit of the relevant Specified Currency, half of any such Sub-Unit being rounded upwards or otherwise in accordance with applicable market convention;
- (g) if the Notes are Floating-Rate Notes, the applicable supplement will specify any relevant changes to the provisions relating to interest; and
- (h) such other changes shall be made to these Terms and Conditions as the Issuer may decide, after consultation with the Fiscal and Paying Agent, and as may be specified in the notice, to conform them to conventions then applicable to instruments denominated in euro.

8. Events of Default and Enforcement

(a) Events of Default

In the case of Senior Preferred Notes where one or more of the Events of Default (as defined below) are specified as applicable in the applicable supplement, the holders of at least 50% of the aggregate principal amount of such Series of outstanding Notes may give written notice to the Issuer and the Fiscal and Paying Agent that such Series of outstanding Notes are, and shall accordingly forthwith become, immediately due and repayable at their Early

Redemption Amount, together, if appropriate, with interest accrued to the date of repayment, in any of the following events (“**Events of Default**”):

- (i) the Issuer fails to pay any principal payable in respect of such Series of Notes when due and payable; or
- (ii) the Issuer fails to pay any amount other than principal amounts payable in respect of such Series of Notes when due and payable, and such default is not remedied within 30 days after the relevant due date; or
- (iii) the Issuer fails to perform or observe any of its other obligations under the such Series of Notes, and such default is not remedied within 45 days after notice of such default has been given to the Fiscal and Paying Agent by any Noteholder; or
- (iv) the entry by a court having jurisdiction in the premises of (a) a decree or order for relief in respect of the Branch in an involuntary case or proceeding under any applicable U.S. federal or state bankruptcy, insolvency, reorganization or other similar law or (b) a decree or order appointing a custodian, receiver, liquidator, assignee, trustee, sequestrator or other similar official of the Branch or of any substantial part of the property of the Branch, or ordering the winding up or liquidation of its affairs, and the continuance of any such decree or order for relief or any such other decree or order unstayed and in effect for a period of 60 consecutive days; or the commencement by the Branch of a voluntary case or proceeding under any applicable U.S. federal or state bankruptcy, insolvency, reorganization or other similar law or of any other case or proceeding to be adjudicated bankrupt or insolvent, or the consent by the Branch to the entry of a decree or order for relief in an involuntary case or proceeding under any applicable U.S. federal or state bankruptcy, insolvency, reorganization or other similar law or to the commencement of any bankruptcy or insolvency case or proceeding, or the filing by the Branch of a petition or answer or consent seeking reorganization or relief under any applicable U.S. federal or state law, or the consent by the Branch to the filing of such petition or to the appointment of or taking possession by a custodian, receiver, liquidator, assignee, trustee, sequestrator or similar official of the Branch or of any substantial part of the property of the Branch, or the making by the Branch of an assignment for the benefit of creditors, or the taking of corporate action by the Branch in furtherance of any such action, and such action or proceeding shall be continuing if not rescinded, suspended or stayed for a period of 30 consecutive days; or
- (v) the Issuer ceases its payments, or a judgment is issued for the judicial liquidation (*liquidation judiciaire*) of the Issuer or for a transfer of the whole of its business (*cession totale de l'entreprise*), or the Issuer is subject to similar proceedings, or, in the absence of legal proceedings, the Issuer makes a conveyance, assignment or other arrangement for the benefit of its creditors or enters into a composition with its creditors, or a resolution is passed by the Issuer for its winding-up or dissolution, except in connection with a merger or other reorganization in which all of the Issuer’s assets are transferred to, and all of the Issuer’s debts and liabilities (including the Notes) are assumed by, another entity which continues the Issuer’s activities.

(b) Enforcement

If the Notes are Subordinated Notes, Senior Non Preferred Notes, or Senior Preferred Notes (unless, in the case of Senior Preferred Notes, where the applicable supplement specifies that one or more of the Events of Default are applicable), or if the Senior Preferred Notes (provided the applicable supplement specifies one or more of the Event of Defaults are applicable) become on the Optional Conversion Date or on the Automatic Conversion Date, as the case may be, Senior Non Preferred Notes, then the Events of Default listed in Condition 8(a) (*Events of Default*) above shall (starting from the Optional Conversion Date in the case of Senior Preferred to Senior Non Preferred Notes (optional conversion) or from the Automatic Conversion Date in the case of Senior Preferred to Senior Non Preferred Notes (automatic conversion)) not apply to such Notes. However, in either case, a Noteholder may, upon written notice to the Fiscal and Paying Agent, cause such Notes to become due and payable, together with accrued interest thereon, if any, as of the date on which said notice is received by the Fiscal and Paying Agent, in the event that an order is made or an effective decision is passed for the liquidation (*liquidation judiciaire* or *liquidation amiable*) of the Issuer.

9. Prescription

Claims for payment of principal in respect of the Notes shall be prescribed upon the expiration of ten (10) years from the due date thereof, and claims for payment of interest, if any, in respect of the Notes shall be prescribed upon the expiration of five (5) years from the due date thereof.

10. Replacement of Notes

If any Note, including any Global Note or Master Note, is mutilated, defaced, stolen, destroyed or lost, it may be replaced at the specified office of the Fiscal and Paying Agent upon payment by the claimant of the costs incurred in connection therewith and on such terms as to evidence an indemnity as the Issuer may require. Mutilated or defaced Notes must be surrendered before replacements will be issued. Cancellation and replacement of Notes shall be subject to compliance with such procedures as may be required under any applicable law and subject to any applicable stock exchange requirements.

11. Further Issues

The Issuer shall be at liberty from time to time without the consent of the Noteholders to issue further notes (“Additional Notes”), such Additional Notes forming a single series with the existing Notes so that such Additional Notes and the Notes carry rights identical in all respects, or in all respects except for the first payment of interest thereon. Any Additional Notes shall be issued under a separate CUSIP or ISIN number unless the Additional Notes are issued pursuant to a “qualified reopening” of the original series, are otherwise treated as part of the same “issue” of debt instruments as the original series or are issued with no more than a de minimis amount of original discount, in each case for U.S. federal income tax purposes.

12. Notices

- (a) All notices to the holders of registered Notes will be valid if delivered to the addresses of the registered holders.
- (b) So long as global securities are held on behalf of DTC or any other clearing system, notices to holders of securities represented by a beneficial interest in the global securities may be given by delivery of the relevant notice to DTC or the alternative clearing system, as the case may be. If Notes are not held on behalf of DTC or any other clearing system, all notices regarding Notes, both certificated and global, will be valid if published once in a leading English-language daily newspaper with general circulation in the United States, or publish the information on an English language website of the Issuer or such other public medium as it may use at the time. 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 such publication.
- (c) Until such time as any certificated Notes are issued, there may, so long as all the Global Notes or Master Notes for a particular Series, whether listed or not, are held in their entirety on behalf of DTC, Euroclear and Clearstream, Luxembourg, be substituted, in relation only to such Series, for such publication as aforesaid in Condition 12(b), the delivery of the relevant notice to DTC, Euroclear and/or Clearstream, Luxembourg for communication by them to the holders of the Notes, except that if the Notes are listed on a stock exchange and the rules of that stock exchange so require, the relevant notice will in any event be published in a daily newspaper of general circulation in the place or places required by the rules of that stock exchange. Any such notice shall be deemed to have been given to the Noteholders on the second day after the day on which the notice was given to DTC, Euroclear and/or Clearstream, Luxembourg.
- (d) Notices to be given by any holder of any Notes shall be in writing in the English language and given by delivering the same, together with the relevant Note or Notes, to the Fiscal and Paying Agent. While any Notes are represented by a Global Note or Master Note, such notice may be given by a holder of any of the Notes so represented to the Fiscal and Paying Agent via DTC, Euroclear and/or Clearstream, Luxembourg, as the case may be, in such manner as the Fiscal and Paying Agent and DTC, Euroclear and/or Clearstream, Luxembourg may approve for this purpose.

- (e) All notices given to Noteholders, irrespective of how given, shall also be delivered in writing to DTC, Euroclear and Clearstream, Luxembourg and, in the case of listed Notes, to the relevant stock exchange.

13. Meetings of Noteholders, Modification and Waiver

With respect to each Series of Notes, the Issuer and the Fiscal and Paying Agent may, with the consent of the holders of at least 50% in aggregate principal amount of the then outstanding Notes of such Series, modify and amend the provisions of such Notes, including to grant waivers of future compliance or past default by the Issuer.

Subject to Condition 5(b) (*Redemption for Taxation Reasons*), Condition 5(c) (*Redemption at the Option of the Issuer ("Issuer Call")*), Condition 5(n) (*Substitution and Variation of Senior Non Preferred*), Condition 5(o) (*Variation of ranking following a MREL/TLAC Criteria Event*), and Condition 5(p) (*Optional Redemption of Senior Non Preferred Notes upon the occurrence of a MREL/TLAC Disqualification Event or a MREL/TLAC Criteria Event*):

- (a) no such amendment or modification will apply, without the consent of each Noteholder affected thereby, to Notes of such Series owned or held by such Noteholder with respect to the following matters:
 - (i) to change the stated maturity of the principal of or interest on such Notes;
 - (ii) to reduce the principal amount of or interest on such Notes;
 - (iii) to change the currency of payment of principal or interest on such Notes, except as provided in paragraph 7 above; and
 - (iv) to impair the right to institute suit for the enforcement of any payment in respect of such Notes;
- (b) no such amendment or notification may, without the consent of each Noteholder of such Notes, reduce the percentage of principal amount of Notes of such Series outstanding necessary to make these modifications or amendments to such Notes or to reduce the quorum requirements or the percentages of votes required for the adoption of any action at a Noteholder meeting; and
- (c) in the case of a Series of Subordinated Notes, any proposed modification of any provision of such Subordinated Notes (including a modification of the provisions as to subordination referred to in paragraph 2(b) above) and, in the case of a Series of Senior Non Preferred Notes or, if "*Prior approval of the Relevant Regulator*" is specified in the applicable supplement, a Series of Senior Preferred Notes, any proposed modification of any provision of such Senior Notes, in each case requiring the consent of holders of at least 50% in principal amount of the then outstanding Notes of such Series, can only be effected subject to the prior approval of the Relevant Regulator, to the extent required.

The Issuer may also agree to amend any provision of any Series of Notes of the Issuer with the holder thereof, but that amendment will not affect the rights of the other Noteholders or the obligations of the Issuer with respect to the other Noteholders.

No consent of the Noteholders is or will be required for any modification or amendment requested by the Issuer or by the Fiscal and Paying Agent or with the consent of the Issuer to:

- (a) add to the Issuer's covenants for the benefit of the Noteholders; or
- (b) surrender any right or power of the Issuer in respect of a Series of Notes or the Fiscal and Paying Agency Agreement; or
- (c) provide security or collateral for a Series of Notes; or
- (d) cure any ambiguity in any provision, or correct any defective provision, of a Series of Notes; or

- (e) change the terms and conditions of a Series of Notes or the Fiscal and Paying Agency Agreement in any manner that the Issuer and the Fiscal and Paying Agent mutually deem necessary or desirable so long as any such change does not, and will not, adversely affect the rights or interest of any Noteholder of such Notes; or
- (f) redenominate the Notes of a Series in euro when redenomination is specified in the applicable supplement as being applicable.
- (g) For the avoidance of doubt, with respect to the Subordinated Notes, the Senior Non Preferred Notes and, if “*Prior approval of the Relevant Regulator*” is specified in the applicable supplement, the Senior Preferred Notes, any modification or amendment can only be effected with the prior approval of the Relevant Regulator, to the extent required.

The Issuer may at any time ask for written consent or call a meeting of the Noteholders of a Series to seek their approval of the modification of or amendment to, or obtain a waiver of, any provision of such Series of Notes of the Issuer. This meeting will be held at the time and place determined by the Issuer and specified in a notice of such meeting furnished to the Noteholders. This notice must be given at least 30 days and not more than 60 days prior to the meeting.

If at any time the holders of at least 10% in principal amount for the then outstanding Notes of a Series request the Fiscal and Paying Agent to call a meeting of the holders of such Notes for any purpose, by written request setting forth in reasonable detail the action proposed to be taken at the meeting, the Fiscal and Paying Agent will call the meeting for such purpose. This meeting will be held at the time and place determined by the Fiscal and Paying Agent, after consultation with the Issuer, and specified in a notice of such meeting furnished to the Noteholders. This notice must be given at least 30 days and not more than 60 days prior to the meeting.

Noteholders who hold a majority in principal amount of the then outstanding Notes of a Series will constitute a quorum at a Noteholders’ meeting. In the absence of a quorum, a meeting may be adjourned for a period of at least 20 days. At the reconvening of a meeting adjourned for lack of quorum, holders of 25% in principal amount of the then outstanding Notes of such Series shall constitute a quorum. Notice of the reconvening of any meeting may be given only once, but must be given at least ten days and not more than 15 days prior to the meeting.

At any meeting when there is a quorum present, holders of at least 50% in principal amount of the Notes of a Series represented and voting at the meeting may approve the modification or amendment of, or a waiver of compliance for, any provision of the Notes of such Series except for specified matters requiring the consent of each Noteholder, as set forth above. Modifications, amendments or waivers made at such a meeting will be binding on all current and future Noteholders.

14. Agents

In acting under the Fiscal and Paying Agency Agreement, the Agents will act solely as agents of the Issuer and do not assume any obligations or relationship of agency or trust to or with the Noteholders, except that, without affecting the obligations of the Issuer to the Noteholders, to repay Notes and pay interest thereon, funds received by the Fiscal and Paying Agent for the payment of the principal of or interest on the Notes shall be held by it in trust for the Noteholders until the expiration of the relevant period of prescription described under “Prescription” above. The Issuer will agree to perform and observe the obligations imposed upon it under the Fiscal and Paying Agency Agreement. The Fiscal and Paying Agency Agreement contains provisions for the indemnification of the Agents and for relief from responsibility in certain circumstances and entitles any of them to enter into business transactions with the Issuer and any of its affiliates without being liable to account to the Noteholders for any resulting profit. The Bank of New York Mellon will be the initial Fiscal and Paying Agent with its specified office at 240 Greenwich Street, New York, New York.

15. Governing Law; Consent to Jurisdiction and Service of Process; Immunity

The Fiscal and Paying Agency Agreement provides that the Notes will be governed by, and construed in accordance with, the laws of the State of New York; provided, however, that Condition 2(a) (*Status (Senior Notes)*) and Condition 2(b) (*Status (Subordinated Notes)*) will be governed by, and construed in accordance with, French law.

The Issuer and the Guarantor have irrevocably consented to the non-exclusive jurisdiction of the courts of the State of New York and the U.S. courts located in The City of New York, Borough of Manhattan with respect to any action that may be brought in connection with the Notes, with respect to the Issuer, and the Notes Guarantees, with respect to the Guarantor. Each of the Issuer and the Guarantor has appointed the Treasurer of the Branch as its agent upon whom process may be served in any action brought against the Issuer in any U.S. or New York State court.

The Issuer and the Guarantor hereby irrevocably waive, to the fullest extent permitted by applicable law, any and all right to trial by jury in any legal proceeding arising out of or relating to this prospectus supplement, the base prospectus or the Notes.

The Issuer and its properties are currently not entitled to any sovereign or other immunity and the Issuer has agreed that, to the extent that it may hereafter become entitled to any such immunity, it waives such immunity with respect to matters arising out of or in connection with the Notes issued by it or the Notes Guarantees.

16. Statutory Write-Down or Conversion

(a) *Acknowledgment*

By its acquisition of the Notes, each Noteholder (which, for the purposes of this Condition 16, includes any current or future holder of a beneficial interest in the Notes) acknowledges, accepts, consents and agrees:

(i) to be bound by the effect of the exercise of the Bail-in or Loss Absorption Power (as defined below) by the Relevant Resolution Authority (as defined below), which may include and result in any of the following, or some combination thereof:

- (1) the reduction of all, or a portion, of the Amounts Due (as defined below);
- (2) the conversion of all, or a portion, of the Amounts Due into shares, other securities or other obligations of the Issuer or another person (and the issue to the Noteholder of such shares, securities or obligations), including by means of an amendment, modification or variation of the terms of the Notes, in which case the Noteholder agrees to accept in lieu of its rights under the Notes any such shares, other securities or other obligations of the Issuer or another person;
- (3) the cancellation of the Notes; and/or
- (4) the amendment or alteration of the maturity of the Notes or amendment of the amount of interest payable on the Notes, or the date on which the interest becomes payable, including by suspending payment for a temporary period;

(ii) that the terms of the Notes are subject to, and may be varied, if necessary, to give effect to, the exercise of the Bail-in or Loss Absorption Power by the Relevant Resolution Authority.

For these purposes, the “**Amounts Due**” are the principal amount of the Notes, and any accrued and unpaid interest on the Notes that has not been previously cancelled or otherwise is no longer due.

(b) *Bail-in or Loss Absorption Power*

For these purposes, the “**Bail-in or Loss Absorption Power**” is any power existing from time to time under any laws, regulations, rules or requirements in effect in France, relating to the transposition of the BRRD, including without limitation pursuant to French decree-law No. 2015-1024 dated August 20, 2015 (*Ordonnance portant diverses dispositions d’adaptation de la législation au droit de l’Union européenne en matière financière*) (as amended or replaced from time to time, the “**August 20, 2015 Decree Law**”), Regulation (EU) No 806/2014 of the European Parliament and of the Council of July 15, 2014 establishing uniform rules and a uniform procedure for the resolution of credit institutions and certain investment firms in the framework of a Single Resolution Mechanism and a Single Resolution Fund and amending Regulation (EU) No 1093/2010 (as amended or replaced from time to time, “**Single Resolution Mechanism**”), or otherwise arising under French law, and in each case the instructions, rules and standards created thereunder, pursuant to which the obligations of a Regulated Entity (or an affiliate of such Regulated Entity)

can be reduced on a permanent basis (in part or in whole), cancelled, suspended, transferred, varied or otherwise modified in any way, or securities of a Regulated Entity (or an affiliate of such Regulated Entity) can be converted into shares, other securities, or other obligations of such Regulated Entity or any other person, whether in connection with the implementation of a Bail-in Tool following placement in resolution or otherwise.

A reference to a “**Regulated Entity**” is to any entity referred to in Section I of Article L.613-34 of the French Monetary and Financial Code as modified by the August 20, 2015 Decree Law, which includes certain credit institutions, investment firms, and certain of their parent or holding companies established in France.

A reference to the “**Relevant Resolution Authority**” is to the *Autorité de contrôle prudentiel et de résolution* (the “**ACPR**”), the Single Resolution Board established pursuant to the Single Resolution Mechanism, and/or any other authority entitled to exercise or participate in the exercise of any Bail-in or Loss Absorption Power from time to time (including the Council of the European Union and the European Commission when acting pursuant to Article 18 of the Single Resolution Mechanism).

(c) *Payment of Interest and Other Outstanding Amounts Due*

No repayment or payment of the Amounts Due will become due and payable or be paid after the exercise of the Bail-in or Loss Absorption Power by the Relevant Resolution Authority with respect to the Issuer unless, at the time such repayment or payment, respectively, is scheduled to become due, such repayment or payment would be permitted to be made by the Issuer under the laws and regulations in effect in France and the European Union applicable to the Issuer or other members of its group.

(d) *No Event of Default*

Neither a cancellation of the Notes, a reduction, in part or in full, of the Amounts Due, the conversion thereof into another security or obligation of the Issuer or another person, as a result of the exercise of the Bail-in or Loss Absorption Power by the Relevant Resolution Authority with respect to the Issuer, nor the exercise of any Bail-in or Loss Absorption Power by the Relevant Resolution Authority with respect to the Notes will be an event of default or otherwise constitute non-performance of a contractual obligation, or entitle the Noteholder to any remedies (including equitable remedies) which are hereby expressly waived.

(e) *Notice to Noteholders*

Upon the exercise of any Bail-in or Loss Absorption Power by the Relevant Resolution Authority with respect to the Notes, the Issuer will provide a written notice to the Noteholders in accordance with Condition 12 (*Notices*) as soon as practicable regarding such exercise of the Bail-in or Loss Absorption Power. The Issuer will also deliver a copy of such notice to the Fiscal and Paying Agent for informational purposes, although the Fiscal and Paying Agent shall not be required to send such notice to Noteholders. Any delay or failure by the Issuer to give notice shall not affect the validity and enforceability of the Bail-in or Loss Absorption Power nor the effects on the Notes described in clauses 16(a) and 16(b) of this section.

(f) *Duties of the Fiscal and Paying Agent*

Upon the exercise of any Bail-in or Loss Absorption Power by the Relevant Resolution Authority, the Issuer and each Noteholder (including each holder of a beneficial interest in the Notes) hereby agree that (a) the Fiscal and Paying Agent shall not be required to take any directions from Noteholders, and (b) the Fiscal and Paying Agency Agreement shall impose no duties upon the Fiscal and Paying Agent whatsoever, in each case with respect to the exercise of any Bail-in or Loss Absorption Power by the Relevant Resolution Authority.

Notwithstanding the foregoing, if, following the completion of the exercise of the Bail-In or Loss Absorption Power by the Relevant Resolution Authority, any Notes remain outstanding (for example, if the exercise of the Bail-In or Loss Absorption Power results in only a partial write-down of the principal of the Notes), then the Fiscal and Paying Agent’s duties under the Fiscal and Paying Agency Agreement shall remain applicable with respect to the Notes following such completion to the extent that the Issuer and the Fiscal and Paying Agent shall agree pursuant to an amendment to the Fiscal and Paying Agency Agreement.

(g) *Proration*

If the Relevant Resolution Authority exercises the Bail-in or Loss Absorption Power with respect to less than the total Amounts Due, unless the Fiscal and Paying Agent is otherwise instructed by the Issuer or the Relevant Resolution Authority, any cancellation, write-off or conversion made in respect of the Notes pursuant to the Bail-in or Loss Absorption Power will be made on a pro-rata basis.

(h) *Conditions Exhaustive*

The matters set forth in this Condition 16 shall be exhaustive on the foregoing matters to the exclusion of any other agreements, arrangements or understandings between the Issuer and any holder of a Note.

17. Notes Guarantees

(a) *Senior Guarantees*

(i) Status (Senior Preferred Guarantee)

The obligations of the Issuer under the Senior Preferred Notes that are 3(a)(2) Notes (the “**3(a)(2) Senior Preferred Notes**”) will be guaranteed on a senior preferred basis by the Guarantor (the “**Senior Preferred Guarantee**”). The Guarantor’s obligations under the Senior Preferred Guarantee constitute and will constitute direct, unconditional, unsecured, and senior obligations of the Guarantor and rank and will at all times rank:

- a) senior to Senior Non Preferred Obligations (including the obligations of the Guarantor under the Senior Non Preferred Guarantee);
- b) *pari passu* with Senior Preferred Obligations (including the obligations of the Guarantor under the Senior Guarantee); and
- c) junior to present and future claims benefiting from other preferred exceptions.

Subject to applicable law, in the event of the voluntary or judicial liquidation (*liquidation amiable ou liquidation judiciaire*) of the Issuer, bankruptcy proceedings or any other similar proceedings affecting the Issuer, the rights to payment of any holder of 3(a)(2) Senior Preferred Notes under the Senior Preferred Guarantee rank (a) junior to present and future claims benefiting from other preferred exceptions, and (b) senior to any Senior Non Preferred Obligations (including the obligations of the Guarantor under the Senior Non Preferred Guarantee).

(ii) Status (Senior Non Preferred Guarantee)

The obligations of the Issuer under the Senior Non Preferred Notes that are 3(a)(2) Notes (the “**3(a)(2) Senior Non Preferred Notes**”) will be guaranteed on a senior non preferred basis by the Guarantor (the “**Senior Non Preferred Guarantee**”). The Guarantor’s obligations under the Senior Non Preferred Guarantee constitute and will constitute direct, unconditional, unsecured, and senior (*chirographaires*) obligations of the Guarantor and rank and will at all times rank:

- a) senior to Eligible Creditors of the Issuer, Ordinarily Subordinated Obligations and any other present or future claims otherwise ranking junior to Senior Non Preferred Obligations (including the obligations of the Guarantor under the Subordinated Guarantee);
- b) *pari passu* with other Senior Non Preferred Obligations; and
- c) junior to present and future claims benefiting from preferred exceptions including Senior Preferred Obligations (including obligations of the Guarantor under the Senior Preferred Guarantee and the Senior Guarantee).

Subject to applicable law, in the event of the voluntary or judicial liquidation (*liquidation amiable ou liquidation judiciaire*) of the Issuer, bankruptcy proceedings or any other similar proceedings affecting the Issuer, the

rights to payment of any holder of 3(a)(2) Senior Non Preferred Notes under the Senior Non Preferred Guarantee rank :

- a) junior to Senior Preferred Obligations (including the obligations of the Guarantor under the Senior Preferred Guarantee and the Senior Guarantee); and
- b) senior to any Eligible Creditors of the Issuer, Ordinarily Subordinated Obligations and any other present or future claims otherwise ranking junior to Senior Non Preferred Obligations of the Issuer and to the obligations of the Guarantor under the Subordinated Guarantee.

Neither the Fiscal and Paying Agency Agreement nor the Senior Non Preferred Guarantee limits the amount of liabilities ranking *pari passu* with or senior to the obligations under the Senior Non Preferred Guarantee that may be incurred or assumed by the Guarantor.

“**Senior Guarantee**” means each of the senior guarantees issued by the Guarantor on May 30, 2008 and May 13, 2015, respectively, relating to the Program.

(b) *Subordinated Guarantee*

The obligations of the Issuer under the Subordinated Notes that are 3(a)(2) Notes (the “**3(a)(2) Subordinated Notes**”) will be guaranteed on a subordinated basis by the Guarantor (the “**Subordinated Guarantee**”).

- (i) For so long as any Existing Subordinated Note is outstanding, the Guarantor’s obligations under the Subordinated Guarantee constitute will be Ordinarily Subordinated Obligations and will constitute direct, unconditional, unsecured and subordinated obligations of the Guarantor and will rank *pari passu* among themselves and with all other present and future direct, unconditional, unsecured and ordinarily subordinated indebtedness of the Issuer.

Subject to applicable law, in the event of the voluntary liquidation of the Issuer, bankruptcy proceedings or any other similar proceedings affecting the Issuer, the rights to payment of a holder of any 3(a)(2) Subordinated Notes under the Subordinated Guarantee shall be subordinated to the full payment of unsubordinated creditors of the Issuer (including depositors) but, subject to such payment in full, a holder of 3(a)(2) Subordinated Notes shall be paid under the Subordinated Guarantee in priority to *prêts participatifs* granted to the Issuer, *titres participatifs* issued by the Issuer and any Undated Deeply Subordinated Notes (*obligations dites “super subordonnées” i.e. engagements subordonnés de dernier rang*) issued by the Issuer.

- (ii) Upon redemption or repurchase and cancellation of all of the Existing Subordinated Notes, the Guarantor’s obligations under the Subordinated Guarantee will be Ordinarily Subordinated Obligations and will constitute direct, unconditional, unsecured and subordinated obligations of the Guarantor and will rank *pari passu* among themselves and *pari passu* with:

- a) any obligations or instruments of the Issuer which constitute Tier 2 Capital; and
- b) any other obligations or instruments of the Issuer that rank or are expressed to rank equally with the Subordinated Guarantee.

Subject to applicable law, in the event of the voluntary liquidation of the Issuer, bankruptcy proceedings, or any other similar proceedings affecting the Issuer, the rights to payment of a holder of any 3(a)(2) Subordinated Notes under the Subordinated Guarantee will (a) be subordinated to the full payment of (i) the unsubordinated creditors of the Issuer and (ii) the Eligible Creditors of the Issuer; and (b) will be paid in priority to any *prêts participatifs* granted to the Issuer, *titres participatifs* issued by the Issuer and any deeply subordinated obligations of the Issuer (*obligations dites “super subordonnées” i.e. engagements subordonnés de dernier rang*).

Neither the Fiscal and Paying Agency Agreement nor the Subordinated Guarantee limits the amount of liabilities ranking *pari passu* with or senior to the obligations under the Fiscal and Paying Agency Agreement that may be incurred or assumed by the Issuer or the Subordinated Guarantee that may be incurred or assumed by the Guarantor.

At any time when 3(a)(2) Subordinated Notes are outstanding, the Issuer may not be dissolved.

18. Definitions in these Terms and Conditions

The following expressions have the following meanings:

- (a) “**Adjusted**” means that for the purposes of an Interest Period where the Interest Payment Date is not a Payment Day, the Interest Amount for that Interest Period will accrue up to, but excluding, the first following Business Day, if Following Business Day Convention is specified in the applicable supplement, or up to, but excluding, the first following Business Day or the first preceding Business Day, as the case may be, if Modified Following Business Day Convention is specified in the applicable supplement.
- (b) “**Established Rate**” means the rate for the conversion of the Specified Currency, including compliance with rules relating to roundings in accordance with applicable European Community regulations, into euro established by the Council of the European Union pursuant to Article 1091(4) of the Treaty.
- (c) “**Euro**” means the currency introduced at the start of the third stage of European economic and monetary union pursuant to the Treaty.
- (d) “**London Business Day**” means a day on which dealings in deposits in U.S. dollars are transacted in the London interbank market.
- (e) “**New York and London Business Day**” means a day, other than a Saturday or a Sunday, on which commercial banks are open for business in the city of New York, New York and the city of London.
- (f) “**New York Business Day**” means a day, other than a Saturday or a Sunday, on which commercial banks are open for business in the city of New York, New York.
- (g) “**Redenomination Date**” means, in the case of interest bearing Notes, any date for payment of interest under the Notes or, in the case of Zero Coupon Notes, any date, in each case specified by the Issuer in the notice given to the Noteholders pursuant to paragraph 6(a) above, that falls on or after the date on which the country of the Specified Currency first participates in the third stage of European economic and monetary union.
- (h) “**Sub-Unit**” means, with respect to any currency other than the U.S. dollar, the lowest amount of that currency available as legal tender in the country of that currency and, with respect to the U.S. dollar, means one cent.
- (i) “**Treaty**” means the Treaty on the Functioning of the European Union, as amended.
- (j) “**Unadjusted**” means that for the purposes of an Interest Period where the Interest Payment Date is not a Payment Day, the Interest Amount for that Interest Period will accrue up to, but excluding, the stated Interest Payment Date.

DESCRIPTION OF THE WARRANTS

The following updates and supersedes in its entirety the section “Description of the Warrants” in the base prospectus and updates the related portions of the “Summary” section of the base prospectus.

The description below is of a general nature, does not purport to be complete and is qualified by the remainder of this prospectus supplement and, in relation to the terms and conditions of any particular series of Warrants, the applicable supplement. The applicable supplement prepared by, or on behalf of, the Issuer in relation to any Warrants may specify certain Terms and Conditions that shall, to the extent so specified or to the extent inconsistent with the terms and conditions described herein, replace the following description for the purposes of a specific issue of Warrants.

BNP Paribas may issue various types of Warrants to purchase certain underlying assets including securities of any entity unaffiliated with us, other financial, economic or other measure or instrument as described in the applicable supplement; a basket of such securities, an index or indices of such securities or any combination of any of the above (each an “**Underlying Asset**”).

The Issuer may issue warrants in such amounts or in as many distinct series as it wishes. Each series of Warrants will be issued under a separate agreement to be entered into between us and the Fiscal and Paying Agent. The forms of each of the warrant agreements will be included in any applicable fiscal and paying agency agreement. This prospectus supplement briefly outlines certain general terms and provisions of the Warrants we may issue. Further terms of such Warrants and the applicable warrant agreement will be set forth in the applicable supplement. The specific terms of such Warrants, as described in any applicable prospectus supplement will supplement and, if applicable, may modify or replace the general terms described in this section. If there are differences between the applicable supplement and this prospectus supplement, the supplement will control.

We may satisfy our obligations, if any, with respect to any such Warrants by delivering the underlying securities, currencies or commodities or, in the case of underlying securities or commodities, the cash value thereof, as set forth in any applicable supplement. We will describe in any applicable supplement the terms of any such Warrants that we are authorized to issue. The following contains a partial listing of the information and terms of a Warrant offering which may be included in a supplement:

- the specific designation and aggregate number of the Warrants;
- the premium amount or aggregate premium amount and initial offering price per Warrant;
- the notional amount or aggregate notional amount per Warrant;
- the currency or currencies (including composite currencies) in which the price of such Warrants may be payable;
- the issue date, expiration date and settlement date of such Warrants and any terms related to any extension thereof;
- whether the Warrants will be issued in definitive or global form or in combination of these forms;
- the specific date or dates on which such Warrants may be automatically exercised;
- whether such Warrants are put warrants or call warrants and any conditions or restrictions on the exercise of the Warrants;
- the Underlying Asset, any ticker symbol or other identification thereof and a description thereof, including, if applicable, a description of the applicable index together with other material information relevant to holders of such Warrant,

- to the extent the Underlying Asset is based on multiple indices or references, the relative weighting of each index or reference comprising the Underlying Asset;
- any valuation dates or other dates on which such Warrants are priced;
- agents' commission or discount, if any;
- any maximum returns or minimum losses and the calculation of such, which may be by formula or other method as described in any applicable supplement;
- the minimum or maximum number, if any, and the price at which and the currency with which the Underlying Asset may be purchased or sold upon the exercise of such Warrant, or the method of determining that price;
- whether the exercise of such warrant is to be settled in cash or by delivery of the Underlying Asset, or combination thereof;
- the identity of the warrant agent for such Warrants, and of any other depositaries, execution or paying agents, transfer agents, registrars, determination, or other agents;
- the proposed listing, if any, of such Warrants on any securities exchange or quotation system;
- a discussion of United States federal income tax, accounting or other considerations applicable to the Warrants;
- selling restrictions, if any; and
- any other material terms of the Warrants.

Any supplement relating to any such Warrants may also include, if applicable, a discussion of certain U.S. federal income tax and ERISA considerations and notice to investors residing in foreign jurisdictions.

Investors should note that Issuer is subject to the resolution regime introduced by the EU Bank Recovery and Resolution Directive of May 15, 2014, as amended, and that each Warrantholder, by its acquisition of the Warrants, acknowledges, accepts, consents and agrees to be bound by the effect of the exercise of the Bail-in or Loss Absorption Power (as defined in the applicable supplement).

The Warrants are not bank deposits and are not insured or guaranteed by the Federal Deposit Insurance Corporation or by any other governmental agency.

The Warrants are Senior Preferred Obligations and are direct, unconditional, unsecured and senior obligations of the Issuer, and will at all times rank:

- a) senior to Senior Non Preferred Obligations;
- b) *pari passu* among themselves and with other Senior Preferred Obligations; and
- c) junior to present and future claims benefiting from other preferred exceptions.

Subject to applicable law, in the event of the voluntary or judicial liquidation (*liquidation amiable ou liquidation judiciaire*) of the Issuer, bankruptcy proceedings or any other similar proceedings affecting the Issuer, the rights of Warrantholders to payment under the Warrants will rank (a) junior to present and future claims benefiting from other preferred exceptions, and (b) senior to any Senior Non Preferred Obligations.

The Warrants will be represented by one or more permanent global warrants registered in the name of DTC, or its nominee.

GUARANTEES

The obligations of the Issuer under the 3(a)(2) Senior Preferred Notes and the 3(a)(2) Warrants will be guaranteed on a senior preferred basis by the Guarantor pursuant to the Senior Preferred Guarantee and the Warrant Guarantee. The Guarantor's obligations under the Senior Preferred Guarantee and the Warrant Guarantee constitute and will constitute direct, unconditional, unsecured, and senior obligations of the Guarantor and rank and will at all times rank (a) senior to Senior Non Preferred Obligations (including the obligations of the Guarantor under the Senior Non Preferred Guarantee), (b) *pari passu* with Senior Preferred Obligations (including the obligations of the Guarantor under the Senior Guarantee), and (c) junior to present and future claims benefiting from other preferred exceptions.

Subject to applicable law, in the event of the voluntary or judicial liquidation (*liquidation amiable ou liquidation judiciaire*) of the Issuer, bankruptcy proceedings or any other similar proceedings affecting the Issuer, the rights to payment of any holder of 3(a)(2) Senior Preferred Notes under the Senior Preferred Guarantee and 3(a)(2) Warrants under the Warrant Guarantee rank (a) junior to present and future claims benefiting from other preferred exceptions, and (b) senior to any Senior Non Preferred Obligations (including the obligations of the Guarantor under the Senior Non Preferred Guarantee).

The obligations of the Issuer under the 3(a)(2) Senior Non Preferred Notes will be guaranteed on a senior non preferred basis by the Guarantor pursuant to the Senior Non Preferred Guarantee. The Guarantor's obligations under the Senior Non Preferred Guarantee constitute and will constitute direct, unconditional, unsecured, and senior (*chirographaires*) obligations of the Guarantor and rank and will at all times rank (a) senior to Eligible Creditors of the Issuer, Ordinarily Subordinated Obligations and any other present or future claims otherwise ranking junior to Senior Non Preferred Obligations (including the obligations of the Guarantor under the Subordinated Guarantee), (b) *pari passu* with other Senior Non Preferred Obligations, and (c) junior to present and future claims benefiting from preferred exceptions including Senior Preferred Obligations (including obligations of the Guarantor under the Senior Preferred Guarantee, the Senior Guarantee and the Warrant Guarantee).

Subject to applicable law, in the event of the voluntary or judicial liquidation (*liquidation amiable ou liquidation judiciaire*) of the Issuer, bankruptcy proceedings or any other similar proceedings affecting the Issuer, the rights to payment of any holder of 3(a)(2) Senior Non Preferred Notes under the Senior Non Preferred Guarantee rank (a) junior to Senior Preferred Obligations (including the obligations of the Guarantor under the Senior Preferred Guarantee, the Senior Guarantee and the Warrant Guarantee), and (b) senior to any Eligible Creditors of the Issuer, Ordinarily Subordinated Obligations and any other present or future claims otherwise ranking junior to Senior Non Preferred Obligations of the Issuer and to the obligations of the Guarantor under the Subordinated Guarantee.

“**Senior Guarantee**” means each of the senior guarantees issued by the Guarantor on May 30, 2008 and May 13, 2015, respectively, relating to the Program.

The obligations of the Issuer under the 3(a)(2) Subordinated Notes will be guaranteed on a subordinated basis by the Guarantor pursuant to the Subordinated Guarantee. For so long as any Existing Subordinated Note is outstanding, the Guarantor's obligations under the Subordinated Guarantee will be Ordinarily Subordinated Obligations and will constitute direct, unconditional, unsecured and subordinated obligations of the Guarantor and will rank *pari passu* among themselves and with all other present and future direct, unconditional, unsecured and ordinarily subordinated indebtedness of the Issuer.

Subject to applicable law, in the event of the voluntary liquidation of the Issuer, bankruptcy proceedings or any other similar proceedings affecting the Issuer, the rights to payment of a holder of any 3(a)(2) Subordinated Notes under the Subordinated Guarantee shall be subordinated to the full payment of unsubordinated creditors of the Issuer (including depositors) but, subject to such payment in full, a holder of 3(a)(2) Subordinated Notes shall be paid under the Subordinated Guarantee in priority to *prêts participatifs* granted to the Issuer, *titres participatifs* issued by the Issuer and any Undated Deeply Subordinated Notes (*obligations dites “super subordonnées” i.e. engagements subordonnés de dernier rang*) issued by the Issuer.

Upon redemption or repurchase and cancellation of all of the Existing Subordinated Notes, the Guarantor's obligations under the Subordinated Guarantee will constitute direct, unconditional, unsecured and subordinated obligations of the Guarantor and will rank *pari passu* among themselves and *pari passu* with:

- (a) any obligations or instruments of the Issuer which constitute Tier 2 Capital; and
- (b) any other obligations or instruments of the Issuer that rank or are expressed to rank equally with the Subordinated Guarantee.

Subject to applicable law, in the event of the voluntary liquidation of the Issuer, bankruptcy proceedings, or any other similar proceedings affecting the Issuer, the rights to payment of a holder of any 3(a)(2) Subordinated Notes under the Subordinated Guarantee will (a) be subordinated to the full payment of (i) the unsubordinated creditors of the Issuer and (ii) the Eligible Creditors of the Issuer; and (b) will be paid in priority to any *prêts participatifs* granted to the Issuer, *titres participatifs* issued by the Issuer and any deeply subordinated obligations of the Issuer (*obligations dites "super subordonnées" i.e. engagements subordonnés de dernier rang*).

The Notes Guarantees include a provision with respect to additional amounts similar to the “Additional Amounts” section under “Description of the Notes” with respect to any amounts to be paid under the Guarantees. The Guarantees are available for inspection at the principal office of the Fiscal and Paying Agent.

The holders of the 3(a)(2) Notes and the 3(a)(2) Warrants will be beneficiaries of the Guarantees. No trustee or other fiduciary will be appointed (nor is it an obligation of the Fiscal and Paying Agent) to make claims under the Guarantees on behalf of Noteholders or Warrantholders. The Guarantor is required to make payment under the Guarantees following the receipt of a notice from a holder to the effect that the Issuer has defaulted in respect of an obligation that is guaranteed by the Guarantor, supporting documentation with respect thereto, and evidence of the title of such Holder to the relevant Notes or Warrants.

The Guarantees are governed by, and construed in accordance with, the laws of the State of New York; except that the provisions of the Guarantees relating to the ranking of the Guarantor’s obligations thereunder will be governed by, and construed in accordance with, French law.

The Issuer and the Guarantor irrevocably consent to the non-exclusive jurisdiction of the courts of the State of New York and the U.S. courts located in The City of New York, Borough of Manhattan, with respect to any action that may be brought in connection with the Guarantees.

The Issuer and the Guarantor hereby irrevocably waive, to the fullest extent permitted by applicable law, any and all right to trial by jury in any legal proceeding arising out of or relating to this prospectus supplement, the base prospectus, the Notes or the Warrants.

Under the Guarantees, the Guarantor has guaranteed the obligations owed by the Issuer to the Holders of the 3(a)(2) Notes and to the Holders of the 3(a)(2) Warrants. In the case of application of the Bail-in Tool to the Notes (as defined herein and described under “*Government Supervision and Regulation of Credit Institutions in France*” in this prospectus supplement) such that the Issuer’s obligations under the Notes and the Warrants are reduced, the amounts due under the Guarantees will be correspondingly reduced.

In addition, the Bail-in Tool might also apply to a guarantee obligation such as the Guarantees. While holders of the Notes and of the Warrants, as beneficiaries of the Guarantees, are creditors of the New York branch of the Guarantor, and therefore benefit from the NYBL’s statutory preference regime with respect to assets of the New York branch, if the Issuer’s obligations under the Notes or the Warrants or the Guarantor’s obligation under the Guarantees were subject to the Bail-in Tool, there would be no remaining claim (or a reduced remaining claim) that would benefit from this preference regime.

As a result, the Bail-in Tool, if applied to the Notes, the Warrants or to liabilities of the Guarantor, could effectively limit the extent of a recovery under the Guarantees.

For further information about the Bail-In Tool, see “*Government Supervision and Regulation of Credit Institutions in France*” in this prospectus supplement.

TAXATION

United States Federal Income Taxation

The following is a summary of certain U.S. federal income tax considerations that may be relevant to the holder of a Note. This summary does not address any tax considerations related to the Warrants. Any supplement relating to any such Warrants may include a discussion of certain U.S. federal income tax considerations relating to such instruments. This summary is based on laws, regulations, rulings and decisions now in effect, all of which are subject to change. This summary deals only with holders that will hold Notes as capital assets, and does not address tax considerations applicable to investors that may be subject to special tax rules, such as banks, tax-exempt entities, insurance companies, entities taxed as partnerships or partners therein, dealers in securities or currencies, traders in securities electing to mark to market, nonresident alien individuals present in the United States for more than 182 days in a taxable year, or persons that will hold Notes as a position in a “straddle” or conversion transaction, or as part of a “synthetic security” or other integrated financial transaction or persons that have a “functional currency” other than the U.S. dollar. Further, this summary does not address the alternative minimum tax, the Medicare tax on net investment income or other aspects of U.S. federal income or state and local taxation that may be relevant to a holder in light of such holder’s particular circumstances. Holders should consult their own tax advisors in determining the tax consequences to them of holding Notes, including the application to their particular situation of the U.S. federal income tax considerations discussed below, as well as the application of state, local, foreign or other tax laws.

For purposes of this discussion, a “United States holder” is a holder of a Note that is an individual who is a citizen or resident of the United States or a domestic U.S. corporation or an entity that otherwise is subject to U.S. federal income taxation on a net income basis in respect of a Note. A “non-United States holder” is a holder of a Note that is a nonresident alien individual or a foreign corporation that is not a United States holder.

Scope. Depending on the relevant economic terms of the Notes, including whether holders of the Notes have principal protection, the Notes may be characterized for U.S. federal income tax purposes as indebtedness, forward contracts or other financial derivatives, or possibly (in the case of Physical Delivery Notes) as interests in the Underlying Assets of any linked payments on the Notes or (in the case of Undated Deeply Subordinated Notes) as equity of BNP Paribas. In general, we expect that any Note that promises (subject to provisions giving effect to the Bail-In Tool) to repay principal in an amount at least equal to its issue price should be treated as indebtedness for U.S. federal income tax purposes. The following discussion addresses the consequences to holders of Notes that are characterized for U.S. federal income tax purposes as (i) indebtedness of the Issuer, (ii) a grant by the holder of an option on a forward contract with respect to Underlying Assets (for purposes of this discussion, a “**Reverse Convertible Note**”) or (iii) a cash-settled forward contract with respect to Underlying Assets (a “**Forward Contract Note**”). Any special U.S. federal income tax considerations relevant to a particular issue of Notes, including any Linked Notes, Physical Delivery Notes and Subordinated Notes that are not characterized as indebtedness for U.S. federal income tax purposes, will be provided in the applicable pricing supplement.

In general, a Note other than a Reverse Convertible Note, a Forward Contract Note and an Undated Deeply Subordinated Note is expected to be treated as indebtedness for U.S. federal income tax purposes unless otherwise indicated in the applicable pricing supplement. By purchasing such a Note, each holder agrees to treat the Note as indebtedness for U.S. federal income tax purposes unless otherwise indicated in the applicable pricing supplement.

This summary does not apply to Dual Currency Notes or Senior Preferred Notes that may be converted into Senior Non Preferred Notes. A description of the tax considerations relevant to such Notes will be provided in the applicable pricing supplement.

United States Holders

Consequences of Notes Characterized As Debt

The following discussion applies to Notes that are characterized as indebtedness for U.S. federal income tax purposes.

United States holders that use an accrual method of accounting for tax purposes (“**accrual method holders**”) generally are required to include certain amounts in income no later than the time such amounts are reflected on certain

financial statements (the “**book/tax conformity rule**”). The application of the book/tax conformity rule thus may require the accrual of income earlier than would be the case under the general tax rules described below. It is not entirely clear to what types of income the book/tax conformity rule applies, or, in some cases, how the rule is to be applied if it is applicable. However, recently released proposed regulations generally would exclude, among other items, original issue discount and market discount (in either case, whether or not de minimis) from the applicability of the book/tax conformity rule. Although the proposed regulations generally will not be effective until taxable years beginning after the date on which they are issued in final form, taxpayers generally are permitted to elect to rely on their provisions currently. Accrual method holders should consult with their tax advisors regarding the potential applicability of the book/tax conformity rule to their particular situation.

Payments of Interest. Payments of “qualified stated interest” (as defined below under “**Original Issue Discount**”) on a Note will be taxable to a United States holder as ordinary interest income at the time that such payments are accrued or are received (in accordance with the United States holder’s method of tax accounting). If such payments of interest are made with respect to a Physical Delivery Note or other Note that provides for payments of interest in property (other than cash), the amount of interest income realized by a United States holder will be the fair market value of such property at the time of the payment. If such payments of interest are made with respect to a Note denominated in a Specified Currency other than U.S. dollars (a “**Foreign Currency Note**”), the amount of interest income realized by a United States holder that uses the cash method of tax accounting will be the U.S. dollar value of the Specified Currency payment based on the exchange rate in effect on the date of receipt regardless of whether the payment in fact is converted into U.S. dollars. A United States holder that uses the accrual method of accounting for tax purposes will accrue interest income on the Note in the relevant foreign currency and translate the amount accrued into U.S. dollars based on the average exchange rate in effect during the interest accrual period (or portion thereof within the United States holder’s taxable year), or, at the accrual basis United States holder’s election, at the spot rate of exchange on the last day of the accrual period (or the last day of the taxable year within such accrual period if the accrual period spans more than one taxable year), or at the spot rate of exchange on the date of receipt, if such date is within five business days of the last day of the accrual period. A United States holder that makes such an election must apply it consistently to all debt instruments from year to year and cannot change the election without the consent of the Internal Revenue Service (the “**IRS**”). A United States holder that uses the accrual method of accounting for tax purposes will recognize foreign currency gain or loss, as the case may be, on the receipt of an interest payment made with respect to a Foreign Currency Note if the exchange rate in effect on the date the payment is received differs from the rate applicable to a previous accrual of that interest income. Amounts attributable to pre-issuance accrued interest will generally not be includable in income, except to the extent of foreign currency gain or loss attributable to any changes in exchange rates during the period between the date the U.S. Holder acquired the Note and the first Interest Payment Date. This foreign currency gain or loss will be treated as ordinary income or loss but generally will not be treated as an adjustment to interest income received on the Note.

Purchase, Sale and Retirement of Notes. A United States holder’s tax basis in a Note generally will equal the cost of such Note to such holder, increased by any amounts includable in income by the holder as original issue discount and market discount and reduced by any amortized premium (each as described below) and any payments other than payments of qualified stated interest made on such Note. In the case of a Foreign Currency Note, the cost of such Note to a United States holder will be the U.S. dollar value of the foreign currency purchase price on the date of purchase. In the case of a Foreign Currency Note that is traded on an established securities market, a cash basis United States holder (and, if it so elects, an accrual basis United States holder) will determine the U.S. dollar value of the cost of such Note by translating the amount paid at the spot rate of exchange on the settlement date of the purchase. The amount of any subsequent adjustments to a United States holder’s tax basis in a Note in respect of original issue discount, market discount and premium denominated in a Specified Currency will be determined in the manner described under “*Original Issue Discount*” and “*Premium and Market Discount*” below. The conversion of U.S. dollars to a Specified Currency and the immediate use of the Specified Currency to purchase a Foreign Currency Note generally will not result in taxable gain or loss for a United States holder.

Upon the sale, exchange or retirement of a Note, a United States holder generally will recognize gain or loss equal to the difference between the amount realized on the sale, exchange or retirement (less any accrued qualified stated interest, which will be taxable as such) and the United States holder’s tax basis in such Note. If a United States holder receives property (other than cash) in respect of the sale, exchange or retirement of a Note, the amount realized will be the fair market value of such property at the time of such sale, exchange or retirement. If a United States holder receives a currency other than the U.S. dollar in respect of the sale, exchange or retirement of a Note, the amount

realized will be the U.S. dollar value of the Specified Currency received, calculated at the exchange rate in effect on the date the instrument is disposed of or retired. In the case of a Foreign Currency Note that is traded on an established securities market, a cash basis United States holder, and if it so elects, an accrual basis United States holder will determine the U.S. dollar value of the amount realized by translating such amount at the spot rate on the settlement date of the sale. The election available to accrual basis United States holders in respect of the purchase and sale of Foreign Currency Notes traded on an established securities market, discussed above, must be applied consistently to all debt instruments from year to year and cannot be changed without the consent of the IRS.

Except as discussed below with respect to market discount, Short-Term Notes (as defined below) and foreign currency gain or loss, gain or loss recognized by a United States holder generally will be U.S. source capital gain or loss, and generally will be long-term capital gain or loss if the United States holder has held the Note for more than one year at the time of disposition. Long-term capital gains recognized by an individual holder generally are subject to tax at a lower rate than short-term capital gains or ordinary income. The deduction of capital losses is subject to limitations.

Gain or loss recognized by a United States holder on the sale, exchange or retirement of a Foreign Currency Note generally will be treated as ordinary income or loss to the extent that the gain or loss is attributable to changes in exchange rates during the period in which the holder held such Note. However, exchange gain or loss is recognized only to the extent of total gain or loss recognized in the transaction. This foreign currency gain or loss will not be treated as an adjustment to interest income received on the Notes.

Original Issue Discount. United States holders of Notes with original issue discount (“**OID**”) (each such Note an “**Original Issue Discount Note**”) generally will be subject to the special tax accounting rules for obligations issued with OID provided by the U.S. Internal Revenue Code of 1986, as amended (the “**Code**”), and certain regulations promulgated thereunder (the “**OID Regulations**”). United States holders of such Notes should be aware that, as described in greater detail below, they generally must include OID in ordinary gross income for U.S. federal income tax purposes as it accrues, in advance of the receipt of cash attributable to that income.

In general, each United States holder of an Original Issue Discount Note, whether such holder uses the cash or the accrual method of tax accounting, will be required to include in ordinary gross income the sum of the “daily portions” of OID on the Note for all days during the taxable year that the United States holder owns the Note. The daily portions of OID on an Original Issue Discount Note are determined by allocating to each day in any accrual period a ratable portion of the OID allocable to that accrual period. Accrual periods may be any length and may vary in length over the term of an Original Issue Discount Note, provided that no accrual period is longer than one year and each scheduled payment of principal or interest occurs on either the final day or the first day of an accrual period. In the case of an initial holder, the amount of OID on an Original Issue Discount Note allocable to each accrual period is determined by (a) multiplying the “adjusted issue price” (as defined below) of the Original Issue Discount Note at the beginning of the accrual period by the yield to maturity of such Original Issue Discount Note (appropriately adjusted to reflect the length of the accrual period) and (b) subtracting from that product the amount (if any) of qualified stated interest (as defined below) allocable to that accrual period. If the total amount of OID on a Note calculated pursuant to the preceding sentence is less than the product of (a) 0.25% of the Note’s “stated redemption price at maturity” (generally, the sum of all payments on the Note other than payments of qualified stated interest) and (b) the number of complete years to the Note’s maturity, the Note will be treated as having no OID. The yield to maturity of a Note is the discount rate that causes the present value of all payments on the Note as of its original issue date to equal the issue price of such Note. The “adjusted issue price” of an Original Issue Discount Note at the beginning of any accrual period will generally be the sum of its issue price (generally including accrued interest, if any) and the amount of OID allocable to all prior accrual periods, reduced by the amount of all payments other than payments of qualified stated interest (if any) made with respect to such Note in all prior accrual periods. The term “qualified stated interest” generally means stated interest that is unconditionally payable in cash or property (other than debt instruments of the Issuer) at least annually during the entire term of an Original Issue Discount Note at a single fixed rate of interest or, subject to certain conditions, based on one or more interest indices. In the case of an Original Issue Discount Note that is a Floating Rate Note, both the “yield to maturity” and “qualified stated interest” will generally be determined for these purposes as though the Original Issue Discount Note will bear interest in all periods at a fixed rate generally equal to the rate that would be applicable to the interest payments on the Note on its date of issue or, in the case of certain Floating Rate Notes, the rate that reflects the yield that is reasonably expected for the Note. (Additional rules may apply if interest on a Floating Rate Note is based on more than one interest index.)

As a result of this “constant yield” method of including OID in income, the amounts includible in income by a United States holder in respect of an Original Issue Discount Note denominated in U.S. dollars generally are lesser in the early years and greater in the later years than the amounts that would be includible on a straight-line basis.

All payments on an Original Issue Discount Note (other than payments of qualified stated interest) will generally be viewed first as payments of previously-accrued OID (to the extent thereof), with payments attributed first to the earliest-accrued OID, and then as payments of principal.

A United States holder generally may make an irrevocable election to include in its income its entire return on a Note (*i.e.*, the excess of all remaining payments to be received on the Note, including payments of qualified stated interest, over the amount paid by such United States holder for such Note) under the constant-yield method described above. For Notes purchased at a premium or bearing market discount in the hands of the United States holder, the United States holder making such election will also be deemed to have made the election (discussed below in “–*Premium and Market Discount*”) to amortize premium or to accrue market discount in income currently on a constant-yield basis.

In the case of an Original Issue Discount Note that is also a Foreign Currency Note, a United States holder should determine the U.S. dollar amount includible in income as OID for each accrual period by (a) calculating the amount of OID allocable to each accrual period in the Specified Currency using the constant-yield method described above, and (b) translating the amount of the Specified Currency so derived at the average exchange rate in effect during that accrual period (or portion thereof within a United States holder’s taxable year) or, at the United States holder’s election (as described above under “–*Payments of Interest*”), at the spot rate of exchange on the last day of the accrual period (or the last day of the taxable year within such accrual period if the accrual period spans more than one taxable year), or at the spot rate of exchange on the date of receipt, if such date is within five business days of the last day of the accrual period. Because exchange rates may fluctuate, a United States holder of an Original Issue Discount Note that is also a Foreign Currency Note may recognize a different amount of OID income in each accrual period than would the holder of an otherwise similar Original Issue Discount Note denominated in U.S. dollars. Upon the receipt of an amount attributable to OID on a Foreign Currency Note (whether in connection with a payment of an amount that is not qualified stated interest or the sale or retirement of the Original Issue Discount Note), a United States holder will recognize ordinary income or loss measured by the difference between the amount received (translated into U.S. dollars at the exchange rate in effect on the date of receipt or on the date of disposition of the Original Issue Discount Note, as the case may be) and the amount accrued (using the exchange rate applicable to such previous accrual).

A subsequent United States holder of an Original Issue Discount Note that purchases the Note at a cost less than its remaining redemption amount (as defined below), or an initial United States holder that purchases an Original Issue Discount Note at a price other than the Note’s issue price, also generally will be required to include in gross income the daily portions of OID, calculated as described above. However, if the United States holder acquires the Original Issue Discount Note at a price greater than its adjusted issue price, such holder is required to reduce its periodic inclusions of OID income to reflect the premium paid over the adjusted issue price. The “remaining redemption amount” for a Note is the total of all future payments to be made on the Note other than payments of qualified stated interest.

Floating Rate Notes generally will be treated as “variable rate debt instruments” under the OID Regulations. Accordingly, the stated interest on a Floating Rate Note generally will be treated as “qualified stated interest” and such a Note will not have OID solely as a result of the fact that it provides for interest at a variable rate. If a Floating Rate Note qualifying as a “variable rate debt instrument” is an Original Issue Discount Note, for purposes of determining the amount of OID allocable to each accrual period under the rules above, the Note’s “yield to maturity” and “qualified stated interest” will generally be determined as though the Note bore interest in all periods at a fixed rate determined at the time of issuance of the Note. Additional rules may apply if interest on a Floating Rate Note is based on more than one interest index. If a Floating Rate Note does not qualify as a “variable rate debt instrument,” such Note will be subject to special rules (the “**Contingent Payment Regulations**”) that govern the tax treatment of debt obligations that provide for contingent payments. See “*Linked Debt Notes and Other Notes Providing for Contingent Payments*” below. A description of the tax considerations relevant to United States holders of any such Notes will be provided in the applicable pricing supplement.

Certain of the Notes may be subject to special redemption, repayment or interest rate reset features, as indicated in the applicable pricing supplement. Notes containing such features, in particular Original Issue Discount Notes, may be subject to special rules that differ from the general rules discussed above. Purchasers of Notes with such features should carefully examine the applicable pricing supplement and should consult their own tax advisors with respect to such Notes since the tax consequences with respect to such features, and especially with respect to OID, will depend, in part, on the particular terms of the purchased Notes.

If a Note provides for a scheduled accrual period that is longer than one year (for example, as a result of a long initial period on a Note with interest that is generally paid on an annual basis), then stated interest on the Note will not qualify as “qualified stated interest” under the applicable Treasury Regulations. As a result, the Note would be an Original Issue Discount Note. In that event, among other things, cash-method United States holders will be required to accrue stated interest on the Note under the rules for OID described above, and all United States holders will be required to accrue OID that would otherwise fall under the *de minimis* threshold.

Premium and Market Discount. A United States holder of a Note that purchases the Note at a cost greater than its remaining redemption amount (as defined in the fourth preceding paragraph) will be considered to have purchased the Note at a premium, and may elect to amortize such premium (as an offset to interest income), using a constant-yield method, over the remaining term of the Note. Such election, once made, generally applies to all bonds held or subsequently acquired by the United States holder on or after the first taxable year to which the election applies and may not be revoked without the consent of the IRS. A United States holder that elects to amortize such premium must reduce its tax basis in a Note by the amount of the premium amortized during its holding period. Original Issue Discount Notes purchased at a premium will not be subject to the OID rules described above. With respect to a United States holder that does not elect to amortize bond premium, the amount of bond premium will be included in the United States holder’s tax basis when the Note matures or is disposed of by the United States holder. Therefore, a United States holder that does not elect to amortize such premium and that holds the Note to maturity generally will be required to treat the premium as capital loss when the Note matures.

In the case of premium in respect of a Foreign Currency Note, a United States holder should calculate the amortization of such premium in the Specified Currency. Amortization deductions attributable to a period reduce interest payments in respect of that period and therefore are translated into U.S. dollars at the exchange rate used by the United States holder for such interest payments. Exchange gain or loss will be realized with respect to amortized bond premium on such a Note based on the difference between the exchange rate on the date or dates such premium is recovered through interest payments on the Note and the exchange rate on the date on which the United States holder acquired the Note.

If a United States holder of a Note purchases the Note at a price that is lower than its remaining redemption amount, or in the case of an Original Issue Discount Note, its adjusted issue price, by at least 0.25% of its remaining redemption amount multiplied by the number of remaining whole years to maturity, the Note will be considered to have “market discount” in the hands of such United States holder. In such case, gain realized by the United States holder on the disposition of the Note generally will be treated as ordinary income to the extent of the market discount that accrued on the Note while held by such United States holder. In addition, the United States holder could be required to defer the deduction of a portion of the interest paid on any indebtedness incurred or maintained to purchase or carry the Note. In general terms, market discount on a Note will be treated as accruing ratably over the term of such Note, or, at the election of the holder, under a constant yield method. Market discount on a Foreign Currency Note will be accrued by a United States holder in the Specified Currency. The amount includible in income by a United States holder in respect of such accrued market discount will be the U.S. dollar value of the amount accrued, generally calculated at the exchange rate in effect on the date that the Note is disposed of by the United States holder.

A United States holder may elect to include market discount in income on a current basis as it accrues (on either a ratable or constant-yield basis), in lieu of treating a portion of any gain realized on a sale of a Note as ordinary income. If a United States holder elects to include market discount on a current basis, the interest deduction deferral rule described above will not apply. Any accrued market discount on a Foreign Currency Note that is currently includible in income will be translated into U.S. dollars at the average exchange rate for the accrual period (or portion thereof within the United States holder’s taxable year). Any such election, if made, applies to all market discount bonds acquired by the taxpayer on or after the first day of the first taxable year to which such election applies and is revocable only with the consent of the IRS.

Short-Term Notes. The rules set forth above will also generally apply to Notes having maturities of not more than one year (“**Short-Term Notes**”), but with certain modifications.

First, the OID Regulations treat *none* of the interest on a Short-Term Note as qualified stated interest. Thus, all Short-Term Notes will be Original Issue Discount Notes. OID will be treated as accruing on a Short-Term Note ratably, or at the election of a United States holder, under a constant yield method.

Second, a United States holder of a Short-Term Note that uses the cash method of tax accounting and is not a bank, securities dealer, regulated investment company or common trust fund, and does not identify the Short-Term Note as part of a hedging transaction, will generally not be required to include OID in income on a current basis. Such a United States holder may not be allowed to deduct all of the interest paid or accrued on any indebtedness incurred or maintained to purchase or carry such Note until the maturity of the Note or its earlier disposition in a taxable transaction. In addition, such a United States holder will be required to treat any gain realized on a sale, exchange or retirement of the Note as ordinary income to the extent such gain does not exceed the OID accrued with respect to the Note during the period the United States holder held the Note. Notwithstanding the foregoing, a cash-basis United States holder of a Short-Term Note may elect to accrue OID on a current basis (in which case the limitation on the deductibility of interest described above will not apply). A United States holder using the accrual method of tax accounting and certain cash-basis United States holders (including banks, securities dealers, regulated investment companies and common trust funds) generally will be required to include original issue discount on a Short-Term Note in income on a current basis.

Third, any United States holder (whether cash or accrual basis) of a Short-Term Note can elect to accrue the “acquisition discount,” if any, with respect to the Note on a current basis. If such an election is made, the OID rules will not apply to the Note. Acquisition discount is the excess of the remaining redemption amount of the Note at the time of acquisition over the purchase price. Acquisition discount will be treated as accruing ratably or, at the election of the United States holder, under a constant-yield method based on daily compounding.

Finally, the market discount rules will not apply to a Short-Term Note.

Linked Debt Notes and Other Notes Providing for Contingent Payments. Linked Notes may be treated as debt instruments or characterized in another fashion, as appropriate. Unless otherwise noted in the applicable Pricing Supplement, Linked Notes that are characterized as indebtedness for U.S. federal income tax purposes (including, for this purpose, any such Physical Delivery Notes), hereinafter referred to as “**Linked Debt Notes**” will be treated as “contingent payment debt instruments” for U.S. Federal income tax purposes. As a result, the Linked Debt Notes will generally be subject to the OID Regulations and a United States holder will be required to accrue income on the Linked Debt Notes as set forth below, provided that the Note has a term of more than one year and does not provide for payments in a foreign currency or determined by reference to a foreign currency or any debt obligation denominated in a foreign currency.

At the time the Linked Debt Notes are issued, the Issuer will be required to determine a “comparable yield” for the Linked Debt Notes that takes into account the yield at which the Issuer could issue a fixed rate debt instrument with terms similar to those of the Linked Debt Notes (including the level of subordination, term, timing of payments and general market conditions, but excluding any adjustments for liquidity or the riskiness of the contingencies with respect to the Linked Debt Notes). The comparable yield may be greater than or less than the stated interest rate, if any, with respect to the Linked Debt Notes.

Solely for purposes of determining the amount of interest income that a United States holder will be required to accrue, the Issuer will be required to construct a “projected payment schedule” in respect of the Linked Debt Notes representing a series of payments the amount and timing of which would produce a yield to maturity on the Linked Debt Notes equal to the comparable yield. NEITHER THE COMPARABLE YIELD NOR THE PROJECTED PAYMENT SCHEDULE CONSTITUTES A REPRESENTATION BY THE ISSUER REGARDING THE ACTUAL AMOUNT THAT THE LINKED NOTES WILL PAY. For U.S. federal income tax purposes, a United States holder is required to use the comparable yield and the projected payment schedule established by the Issuer in determining interest accruals and adjustments in respect of a Linked Debt Note, unless such United States holder timely discloses and justifies the use of other accruals and adjustments to the IRS. The Issuer will provide the comparable yield and projected payment schedule, or instructions on how to obtain that information, in the applicable pricing supplement.

Based on the comparable yield and the issue price of the Linked Debt Notes, a United States holder of a Linked Debt Note (regardless of accounting method) will be required to accrue as OID the sum of the daily portions of interest on the Linked Debt Note for each day in the taxable year on which the holder held the Linked Debt Note, adjusted upward or downward to reflect the difference, if any, between the actual and the projected amount of any contingent payments on the Linked Debt Note (as set forth below). The daily portions of interest in respect of a Linked Debt Note are determined by allocating to each day in an accrual period the taxable portion of interest on the Linked Debt Note that accrues in the accrual period. The amount of interest on a Linked Debt Note that accrues in an accrual period is the product of the comparable yield on the Linked Debt Note (adjusted to reflect the length of the accrual period) and the adjusted issue price of a Linked Debt Note. The adjusted issue price of a Linked Debt Note at the beginning of the first accrual period will equal its issue price and for any accrual period thereafter will be (x) the sum of the issue price of such Linked Debt Notes and any interest previously accrued thereon by a holder (disregarding any positive or negative adjustments) minus (y) the amount of any projected payments on the Linked Debt Note for previous accrual periods.

A United States holder will be required to recognize interest income equal to the amount of any positive adjustment (*i.e.*, the excess of actual payments over projected payments) in respect of a Linked Debt Note for a taxable year. A negative adjustment (*i.e.*, the excess of projected payments over actual payments) in respect of a Linked Debt Note for a taxable year (i) will first reduce the amount of interest in respect of the Linked Debt Note that a United States holder would otherwise be required to include in income in the taxable year and (ii) to the extent that the negative adjustment exceeds the amount described in (i), will give rise to an ordinary loss, up to the amount by which the holder's total interest inclusions on the debt instrument in prior taxable years exceed the total amount of the holder's net negative adjustments treated as ordinary loss on the debt instrument in prior taxable years. Any negative adjustment in excess of the amounts described above in (i) and (ii) will be carried forward to offset future interest income in respect of the Linked Debt Note or to reduce the amount realized on a sale, exchange or retirement of the Linked Debt Note.

As discussed in more detail below under "*Purchasers of Linked Debt Notes at a Price Other than Adjusted Issue Price*", if a United States holder purchases a Linked Debt Note for an amount that differs from its adjusted issue price, the general rules discussed above under "*Premium and Market Discount*" will not apply. Instead, the United States holder must reasonably determine the extent to which the difference between the price the holder paid for the Linked Debt Note and its adjusted issue price is attributable to a change in expectations as to the projected contingent payments, a change in interest rates, or both, and make certain adjustments. United States holders should consult their tax advisors regarding these adjustments.

Upon a sale, exchange or retirement of a Linked Debt Note (including a repurchase or redemption of the Note at the option of the Issuer or the holder), a United States holder generally will recognize taxable gain or loss equal to the difference between the amount realized on the sale, exchange or retirement and such holder's tax basis in the Linked Debt Note. If the Issuer delivers property (other than cash) to a holder in retirement of a Linked Debt Note, the amount realized will equal the fair market value of the property, determined at the time of such retirement, plus the amount of cash, if any, received in lieu of property. A United States holder's tax basis in a Linked Debt Note will equal the cost thereof, increased by the amount of interest income previously accrued by the holder in respect of the Linked Debt Notes (disregarding any positive or negative adjustment) and decreased by the amount of all prior projected payments in respect of the Linked Debt Note. A United States holder generally will treat any gain as interest income, and any loss as ordinary loss to the extent of the excess of previous interest inclusions over the total negative adjustments previously taken into account as ordinary losses, and the balance as capital loss. If there are no remaining contingent payments at the time of the sale, exchange or retirement of the Linked Debt Note under the projected payment schedule, any gain or loss recognized by the holder generally will be capital gain or loss.

A United States holder will have a tax basis in any property (other than cash) received upon any payment on or the retirement of a Linked Debt Note equal to the fair market value of such property, determined at the time of such payment or retirement. Any gain or loss realized by a United States holder on a sale or exchange of such property generally will be capital gain or loss and will generally be long-term capital gain or loss if the sale or exchange occurs more than one year after such payment or the retirement of the Linked Debt Note.

The tax consequences to a United States holder of a Short-Term Note that provides for contingent payments are not clear. Under the special rules applicable to Short-Term Notes, a United States holder using an accrual method of accounting generally is required to accrue original issue discount with respect to a Note, as described above.

However, the rules applicable to Short-Term Notes do not address how to accrue income with respect to a future contingent payment. Moreover, the Contingent Payment Regulations that require United States holders to accrue interest income regardless of their method of accounting do not apply to Short-Term Notes. Taxpayers using an accrual method of accounting generally are not required to include amounts in income until all the events have occurred that fix the right to receive the income and the amount of the income can be determined with reasonable accuracy. Accordingly, although no assurances can be provided in this regard, it appears that in the case of contingent payment Short-Term Notes, a United States holder using the accrual method of accounting should not be required to include amounts in income prior to the date on which the amount of such payment becomes fixed, while a United States holder using the cash method of accounting generally should include such amounts in income at the time that such payment is received.

In the case of Linked Debt Notes that provide for payments in or determined by reference to a foreign currency, or that are denominated in a foreign currency, special tax rules apply. A description of the tax considerations relevant to holders of such a Linked Debt Note will be provided in the applicable pricing supplement.

Fixed but Deferred Contingent Payments. Subject to the discussion in the first following paragraph, if a contingent payment in respect of a Linked Debt Note becomes fixed more than six months prior to the date such payment is scheduled to be made, the United States holder of such Note will incur a positive adjustment or negative adjustment on such date under the Contingent Payment Regulations, depending on whether the amount so fixed is greater than or less than the projected amount of the contingent payment, respectively. The amount of any such adjustment will be equal to the difference between the present value of the amount that is fixed and the present value of the projected amount of the contingent payment, measured as of the date the contingent amount becomes fixed and determined using a discount rate equal to the comparable yield. The amount of such a positive adjustment or negative adjustment will increase or decrease, respectively, the adjusted issue price of the Note and the United States holder's tax basis in the Note. The projected payment schedule will be modified prospectively to reflect the fixed amount of the payment on the date that the contingent payment becomes fixed, so that when the contingent payment is actually made no adjustment will be required. The accrual period of the Note will end on the date that the contingent payment becomes fixed, and a new accrual period will begin on the following day.

Notwithstanding the foregoing, if all contingent payments on a Linked Debt Note were to become fixed substantially contemporaneously more than six months prior to its maturity, any positive or negative adjustments on the instrument must be taken into account in a reasonable manner over the period to which they relate. Also, if contingent stated interest payments are adjusted to compensate for contingencies regarding the reasonableness of the debt instrument's stated rate of interest, such contingent stated interest payments are recognized over the period to which they relate in a reasonable manner.

United States holders should be aware that the Form 1099-OID reporting interest accruals on such Linked Debt Notes that they may receive may *not* take the adjustments described in the two preceding paragraphs into account, and thus may overstate or understate the United States holders' interest inclusions.

In the case where a United States holder has a tax basis that is greater than or less than the adjusted issue price of a Note, the amount allocated to a projected payment, as described under "*Purchasers of Linked Debt Notes at a Price Other than Adjusted Issue Price*," will be treated as a negative adjustment or positive adjustment, respectively, on the date such payment becomes fixed.

Purchasers of Linked Debt Notes at a Price Other than Adjusted Issue Price. If a United States holder purchases a Linked Debt Note in the secondary market for an amount that differs from the adjusted issue price of the Notes at the time of purchase, that United States holder will be required to accrue interest income on the Note in accordance with the comparable yield even if market conditions have changed since the date of issuance. The regular rules for accruing bond premium, acquisition premium and market discount will not apply. Instead, a United States holder must reasonably determine whether the difference between the purchase price for a Note and the adjusted issue price of a Note is attributable to a change in expectations as to the contingent amounts potentially payable in respect of the Notes, a change in interest rates since the Notes were issued, or both, and allocate the difference accordingly to the remaining daily portions of interest and projected payments.

If the purchase price of the Linked Debt Note is less than its adjusted issue price, a positive adjustment will result, increasing the amount of interest (or decreasing the amount of ordinary loss) that a United States holder would

otherwise accrue and include in income each year and upon redemption or maturity in accordance with the United States holder's reasonable allocation of the difference to daily portions of interest or to projected payments, as discussed above. If the purchase price is more than the adjusted issue price of the Linked Debt Note, a negative adjustment will result, decreasing the amount of interest (or increasing the amount of ordinary loss) that a United States holder would otherwise accrue and include in income each year and upon redemption or maturity by the amounts allocated to daily portions of interest or projected payments. Any positive or negative adjustment that a United States holder is required to make if the United States holder purchases the Notes at a price other than the adjusted issue price will increase or decrease, respectively, that United States holder's tax basis in the Notes.

If a United States holder receives a Form 1099-OID reporting interest accruals on such Linked Debt Notes, the form will not reflect the effect of any positive or negative adjustments resulting from such United States holder's purchase of a Note in the secondary market at a price that differs from its adjusted issue price on the date of purchase. United States holders are urged to consult their tax advisors as to whether, and how, the adjustments should be made to the amounts reported on any Form 1099-OID.

Consequences of Reverse Convertible Notes and Forward Contract Notes

The following discussion applies to Notes that may be characterized as either a Reverse Convertible Note, a Forward Contract Note or in some other manner, rather than as debt. The following discussion assumes that none of the Underlying Assets consist of shares of an issuer that is a passive foreign investment company for U.S. federal income tax purposes. If this assumption is not correct, then the U.S. federal income tax consequences of owning the Notes could differ significantly from the consequences described below.

Consequences of Reverse Convertible Notes

Unless otherwise specified in an applicable prospectus supplement, in purchasing a Reverse Convertible Note, each holder and the Issuer agree to treat such Note for U.S. federal income tax purposes as a grant by the holder to the Issuer of an option on a forward contract, pursuant to which forward contract each holder will purchase from the Issuer Underlying Assets, and under which option (a) at the time of issuance of the Notes the holder deposits irrevocably with the Issuer a fixed amount of cash to assure the fulfillment of the holder's purchase obligation described in clause (d) below, (b) until maturity the Issuer will be obligated to pay interest to the holder, as compensation for the use of such cash deposit during the term of the Reverse Convertible Notes, (c) the Issuer will be obligated to pay an option premium to the holder in consideration for granting the option, which premium will be payable in a number of parts (as part of the coupon payments), (d) if pursuant to the terms of the Reverse Convertible Notes at maturity the holder is obligated to purchase Underlying Assets, then such cash deposit unconditionally and irrevocably will be applied by the Issuer in full satisfaction of the holder's purchase obligation under the Reverse Convertible Notes, and the Issuer will deliver to the holder the number of Underlying Assets that the holder is entitled to receive at that time pursuant to the terms of the Reverse Convertible Notes, and (e) if pursuant to the terms of the Reverse Convertible Notes at maturity the holder is not obligated to purchase Underlying Assets, the Issuer will return such cash deposit to the holder at maturity.

Under the above, agreed-to characterization of the Reverse Convertible Notes, (i) amounts paid to the Issuer in respect of the original issue of a Reverse Convertible Note will be treated as allocable in their entirety to the amount of the cash deposit attributable to such Note, (ii) amounts denominated as interest will be characterized as interest payable on the amount of such deposit, and will be includible in the income of a United States holder as interest in the manner described below, and (iii) amounts denominated as option premium will be characterized as option premium, and will be includible in the income of a United States holder in the manner described below. As discussed below, there is no assurance that the IRS will agree with this treatment, and alternative treatments of the Reverse Convertible Notes could result in less favorable U.S. federal income tax consequences to a holder, including a requirement to accrue income on a current basis or to recognize gain on the receipt of the Underlying Assets (or their cash equivalent) at maturity.

Except as discussed below, under the above, agreed-to characterization of the Reverse Convertible Notes, the interest payments will be included in the income of a United States holder as interest at the time that such interest is accrued or received in accordance with such United States holder's method of accounting.

Under the above, agreed-to characterization of the Reverse Convertible Notes, the option premium payments will not be included in the income of a United States holder until the sale or other taxable disposition of the Reverse Convertible Notes or the retirement of the Reverse Convertible Notes for cash. Accordingly, all the premium payments on the Reverse Convertible Notes (except for the last premium payment) generally will not be included in the income of a United States holder when they are received. Upon the sale or other taxable disposition of the Reverse Convertible Notes or at maturity, as the case may be, the option premium payments will be treated in the manner described below.

Under the above, agreed-to, characterization of the Reverse Convertible Notes, if at maturity the Issuer pays the Reverse Convertible Notes in cash, including the last interest payment and the last option premium payment, then a United States holder (i) would include the last interest payment in income as interest in the manner described above and (ii) would recognize short-term capital gain equal to the entire amount of option premium, which amount is equal to the sum of all of the option premium payments.

Under the above, agreed-to characterization of the Reverse Convertible Notes, if at maturity under the terms of a Reverse Convertible Note the Issuer delivers the appropriate number of Underlying Assets pursuant to the United States holder's purchase obligation under the Reverse Convertible Notes and the Issuer pays the last interest payment and the last option premium payment, then such United States holder (i) will include the last interest payment in income as interest in the manner described above, (ii) will recognize no gain or loss on the purchase of Underlying Assets by application of the cash deposit and (iii) will recognize no gain or loss on the entire amount of all of the option premium payments. The United States holder will have a tax basis in such Underlying Assets equal to the United States holder's original cost for the Reverse Convertible Notes in exchange for which such United States holder received such Underlying Assets less (x) an amount equal to the entire amount of all of the option premium payments and less (y) the portion of the tax basis of the Notes allocable to any fractional share, as described in the next sentence. A United States holder will recognize gain or loss (which will be short-term capital gain or loss) with respect to any cash received in lieu of fractional shares, in an amount equal to the difference between the cash received and the portion of the basis of the Reverse Convertible Notes allocable to fractional shares (based on the relative number of fractional shares and full shares delivered to the United States holder). A United States holder's holding period for Underlying Assets received will begin on the day following the receipt of such Underlying Assets.

If, as a result of one or more antidilution adjustments, at maturity (accelerated or otherwise) the Issuer delivers any combination of cash, shares and other property, pursuant to the United States holder's purchase obligation under the Reverse Convertible Notes, although not free from doubt, the United States holder should allocate its cash deposit (less the entire amount of the option premium payments received) pro rata to each of the cash, any shares and any other property received on a fair market value basis. Under this treatment, the United States holder generally would be taxed as described in the preceding paragraph, except that the United States holder's basis in any shares or any other property received would equal the relevant pro rata portion of its deposit (less the entire amount of the option premium payments received) allocated thereto and the United States holder would recognize short-term capital gain or loss equal to the difference between the cash received and the amount allocated thereto.

Under the above, agreed-to characterization of the Reverse Convertible Notes, upon the sale or other taxable disposition of a Reverse Convertible Note, a United States holder generally will recognize short-term capital gain or loss equal to the difference between (x) an amount equal to the amount realized on the sale or other taxable disposition (to the extent such amount is not attributable to accrued but unpaid interest or accrued OID on the Reverse Convertible Notes, as described above, which will be taxed as such) plus the amount of option premium previously paid to such United States holder, if any, and (y) such United States holder's adjusted tax basis in the Reverse Convertible Notes. A United States holder's adjusted tax basis in a Reverse Convertible Note generally will equal such United States holder's cost for that Note, except that in the case of a Short-Term Note such adjusted tax basis will be increased by any amounts included in income by the holder as OID and reduced by any interest payments made on such Note.

Due to the absence of authority as to the proper characterization of the Reverse Convertible Notes and the absence of any comparable instruments for which there is a widely accepted tax treatment, no assurance can be given that the IRS will accept, or that a court will uphold, the agreed-to characterization and tax treatment described above. Under any such alternative characterization, the timing and character of income from the Notes could differ substantially from that described above. UNITED STATES HOLDERS SHOULD CONSULT THEIR OWN TAX ADVISORS REGARDING POSSIBLE ALTERNATIVE CHARACTERIZATIONS OF THE REVERSE CONVERTIBLE NOTES. Under a possible alternative characterization of the Reverse Convertible Notes, for example, the IRS could seek to treat the Reverse Convertible Notes as contingent payment debt instruments, as

described above under “*Consequences of Notes Characterized As Debt—Linked Debt Notes and Other Notes Providing for Contingent Payments.*” In addition, it is possible that the IRS could maintain that amounts denominated as option premium (i) should be characterized for U.S. federal income tax purposes as interest, or (ii) should be treated as a return on the United States holder’s investment in the Reverse Convertible Notes that constitutes income.

It is also possible that future legislation would cause Reverse Convertible Notes to be subject to tax on a mark-to-market basis, or that future legislation, regulations or other IRS guidance would require the accrual of income with respect to the Reverse Convertible Notes on a current basis at ordinary rates (as opposed to capital gains rates), possibly in excess of any amounts paid currently, or to treat the Reverse Convertible Notes in another manner that significantly differs from the agreed-to treatment discussed above. It is impossible to predict how future legislation or regulatory changes would impact the treatment of Reverse Convertible Notes. United States holders are urged to consult their tax advisors regarding the potential effects of the foregoing developments on the tax treatment of the Reverse Convertible Notes.

Consequences of Forward Contract Notes

Unless otherwise specified in an applicable prospectus supplement, in purchasing a Forward Contract Note, each holder and the Issuer agree to treat such Note for U.S. federal income tax purposes as a cash-settled forward contract on the value of the Underlying Asset at maturity under which an amount equal to the purchase price of the Forward Contract Notes is treated as a non-interest-bearing cash deposit to be applied at maturity in full satisfaction of the holder’s payment obligation under the forward contract. (Prospective investors should note that cash proceeds of offerings will not be segregated by the Issuer during the term of the Forward Contract Notes, but instead will be commingled with the Issuer’s other assets and applied in a manner consistent with the section “*Use of Proceeds and Hedging*” in the base prospectus and as supplemented by any “*Use of Proceeds and Hedging*” section in any applicable supplement.)

Under the above, agreed-to characterization, a United States holder’s tax basis in a Forward Contract Note generally will equal the holder’s cost for that Forward Contract Note. Upon the sale or other taxable disposition of a Forward Contract Note, a United States holder generally will recognize gain or loss equal to the difference between the amount realized on the sale or other taxable disposition and the United States holder’s tax basis in the Forward Contract Notes. Such gain or loss generally will be long-term capital gain or loss if the United States holder has held the Forward Contract Notes for more than one year at the time of disposition.

Under the above, agreed-to characterization, at maturity, a United States holder will recognize capital gain or loss equal to any difference between the amount of cash received from the Issuer and the United States holder’s tax basis in the Forward Contract Notes at that time. Such gain or loss generally will be long-term capital gain or loss if the United States holder has held the Forward Contract Notes for more than one year at maturity.

Due to the absence of authority as to the proper characterization of the Forward Contract Notes and the absence of any comparable instruments for which there is a widely accepted tax treatment, no assurance can be given that the IRS will accept, or that a court will uphold, the characterization of the Forward Contract Notes as cash-settled forward contracts and the tax treatment described above. In particular, the IRS could seek to analyze the federal income tax consequences of owning Forward Contract Notes under the Contingent Payment Regulations. Under alternative characterizations of the Forward Contract Notes, it is possible, for example, that a Forward Contract Note could be treated as including a debt instrument and a forward contract or two or more options.

It is also possible that future regulations or other IRS guidance would require holders to accrue income on the Forward Contract Notes on a current basis. The U.S. Treasury Department has issued proposed regulations that require current accrual of income with respect to contingent nonperiodic payments made under certain notional principal contracts. The preamble to the regulations states that the “wait and see” method of tax accounting does not properly reflect the economic accrual of income on such contracts, and requires a current accrual of income with respect to some contracts already in existence at the time the proposed regulations were released. While the proposed regulations do not apply to prepaid forward contracts, the preamble to the proposed regulations expresses the view that similar timing issues exist in the case of prepaid forward contracts. In addition, the U.S. Treasury Department and the IRS have stated in a public notice that they are considering whether a holder of a prepaid forward contract should be required to accrue income during the term of such contract and have requested public comment regarding the appropriate methodology of such accrual (if deemed appropriate). If the IRS published future guidance requiring

current accrual of income with respect to contingent payments on prepaid forward contracts, it is possible that holders could be required to accrue income over the term of the Forward Contract Notes.

Some or all of the net long-term capital gain arising from certain “constructive ownership” transactions may be characterized as ordinary income, in which case an interest charge would be imposed on any such ordinary income. These rules could potentially be applicable to the notes with a term greater than one year in circumstances where the Underlying Assets includes an equity interest in a “pass-thru entity,” as defined under the Code. These rules have no immediate application to forward contracts in respect of the stock of most corporations (or indices on such stock) including any notes where the Underlying Assets represents an equity basket or stock of a specific company, assuming the specific company and each of the companies whose stocks are included in the equity basket is not and will not become at any time during the term of the notes, a passive foreign investment company or other “pass-thru entity” for U.S. federal income tax purposes. The rules, however, grant discretionary authority to the U.S. Treasury Department to expand the scope of “constructive ownership” transactions to include forward contracts in respect of the stock of all corporations. The rules separately also direct the Treasury to promulgate regulations excluding a forward contract that does not convey “substantially all” of the economic return on any underlying asset from the scope of “constructive ownership” transactions. This category may include certain Reverse Convertible Notes and Forward Contract Notes. It is not possible to predict whether such regulations will be promulgated by the U.S. Treasury Department, or the form or effective date that any regulations that may be promulgated might take.

It is not possible to predict whether such regulations will be promulgated by the U.S. Treasury Department, or the form or effective date that any regulations that may be promulgated might take. It is also possible that future legislation would cause Forward Contract Notes to be subject to tax on a mark-to-market basis, or that future regulations or other IRS guidance would require the accrual of income with respect to the Forward Contract Notes on a current basis at ordinary rates (as opposed to capital gains rates), possibly in excess of any amounts paid currently or to treat the Notes in another manner that significantly differs from the agreed-to treatment discussed above. It is impossible to predict how future legislation or regulatory changes would impact the treatment of Forward Contract Notes.

Foreign Currency Notes Reportable Transactions

A United States holder that participates in a “reportable transaction” will be required to disclose its participation to the IRS. The scope and application of these rules is not entirely clear. A United States holder may be required to treat a foreign currency exchange loss relating to a Foreign Currency Note as a reportable transaction if the loss exceeds U.S.\$50,000 in a single taxable year if the United States holder is an individual or trust, or higher amounts for other United States holders. In the event the acquisition, ownership or disposition of a Foreign Currency Note constitutes participation in a “reportable transaction” for purposes of these rules, a United States holder will be required to disclose its investment to the IRS, currently on Form 8886. Prospective investors are urged to consult their tax advisors regarding the application of these rules to the acquisition, ownership or disposition of Foreign Currency Notes.

Foreign Financial Asset Reporting

Certain United States holders that own “specified foreign financial assets” with an aggregate value in excess of U.S.\$50,000 on the last day of the taxable year or U.S.\$75,000 at any time during the taxable year are generally required to file an information statement along with their tax returns, currently on Form 8938, with respect to such assets. “Specified foreign financial assets” include any financial accounts held at a non-U.S. financial institution, as well as securities issued by a non-U.S. issuer (which would include the Notes) that are not held in accounts maintained by financial institutions. Higher reporting thresholds apply to certain individuals living abroad and to certain married individuals. Regulations extend this reporting requirement to certain entities that are treated as formed or availed of to hold direct or indirect interests in specified foreign financial assets based on certain objective criteria. United States holders who fail to report the required information could be subject to substantial penalties. In addition, the statute of limitations for assessment of tax would be suspended, in whole or part. Holders should consult with their own tax advisors regarding the possible application of these rules to their investment in the Notes, including the application of the rules to their particular circumstances.

Non-United States Holders

Subject to the discussion below under “*Foreign Account Tax Compliance Act*”, non-United States holders of Notes will not be subject to U.S. federal income taxes, including withholding taxes, on payments of interest on the Notes so long as the requirements described under “*Information Reporting and Backup Withholding*” below are satisfied.

Subject to the discussion below under “*Foreign Account Tax Compliance Act*”, the gain realized on any sale or exchange of the Notes by a non-United States holder will not be subject to U.S. federal income tax, including withholding tax so long as the requirements described under “*Information Reporting and Backup Withholding*” below are satisfied.

The U.S. Treasury Department and the IRS have published final regulations under Section 871(m) of the Code. Under the regulations, a 30% withholding tax would be imposed on “dividend equivalent” payments. These include payments made pursuant to certain equity-linked instruments (“**specified ELIs**”) that reference a U.S. source dividend payment (which could include a payment on certain Notes, including certain Physical Delivery Notes, Linked Notes, Reverse Convertible Notes or Forward Contract Notes). A payment references a U.S. source dividend payment if it is directly or indirectly contingent upon or determined by reference to, in whole or in part, the payment of a dividend from sources within the United States. If a Note is a specified ELI, a non-United States holder generally would be subject to withholding on certain payments on such a Note, which may include coupon payments, payments of principal at final maturity or proceeds from the sale or disposition of the Note, regardless of whether the payment is by its terms determined by reference to a U.S. source dividend. A non-United States holder would not be entitled to additional amounts with respect to amounts so withheld. Holders should consult their own tax advisors on how Section 871(m) of the Code and the regulations discussed above may apply to payments they receive in respect of Notes.

Foreign Account Tax Compliance Act

Withholding on certain “foreign passthru payments” (a term not yet defined) made on Notes may apply. With respect to Notes that are treated as “obligations” for purposes of FATCA, any such withholding would apply only to foreign passthru payments on Notes issued or materially modified six months or more after Treasury regulations defining the term “foreign passthru payments” are published. In addition, any such withholding would only apply to foreign passthru payments made more than two years after such guidance is published. France has entered into an intergovernmental agreement with the United States, which could result in the imposition of additional reporting requirements under French law.

By purchasing the Notes, holders agree to provide either an IRS Form W-9 or the applicable IRS Form W-8, and whatever other information may be necessary to comply with these reporting obligations. If an amount of, or in respect of, U.S. withholding tax were to be deducted or withheld from interest or other payments on the Notes as a result of an investor’s failure to comply with these rules, neither the Issuer nor the Guarantor nor the Fiscal and Paying Agent nor any paying agent nor any other person would be required to pay additional amounts with respect to any Notes as a result of the deduction or withholding of such tax. As a result, if payments in respect of the Notes are subject to FATCA withholding, investors may receive less interest or principal than expected. Holders of Notes should consult their own tax advisors on how these rules may apply to payments they receive under the Notes.

Information Reporting and Backup Withholding

Information returns may be required to be filed with the IRS with respect to payments made to certain United States holders of Notes. In addition, certain United States holders may be subject to backup withholding tax in respect of such payments if they do not provide their taxpayer identification numbers, fail to certify that they are not subject to backup withholding tax, or otherwise fail to comply with applicable backup withholding tax rules. Persons holding Notes who are not United States holders may be required to comply with applicable certification procedures to establish that they are not United States holders in order to avoid the application of such information reporting requirements and backup withholding tax. Any amount paid as backup withholding may be creditable against the holder’s U.S. federal income tax liability, provided that the required information is timely furnished to the IRS.

French Taxation

The following is a summary of certain tax considerations that may be relevant to holders of Notes issued by the Bank who (i) are non-French tax residents, (ii) do not hold their Notes in connection with a business or profession conducted in France as a permanent establishment or fixed base situated therein and (iii) do not concurrently hold shares of the Bank. This summary is based on laws, regulations and administrative circulars now in effect, all of which are subject to change, possibly with retroactive effect, or different interpretations. Investors should consult their own tax advisors in determining the tax consequences to them of purchasing, holding and disposing of Notes, including the application to their particular situation of the French tax considerations discussed below.

This summary does not address any tax considerations related to the Warrants. Any supplement relating to any such Warrants may include a discussion of certain French tax considerations relating to such instruments.

French Taxation Considerations Relating to the Notes

The descriptions below are intended as a brief summary of certain French tax consequences that may be relevant to holders of Notes who do not concurrently hold shares of the Issuer. Persons who are in any doubt as to their tax position should consult a professional tax adviser.

Pursuant to Article 125 A III of the French *Code général des impôts*, payments of interest and other revenues made by the Issuer on the Notes are not subject to withholding tax unless such payments are made outside of France in a non-cooperative State or territory (*Etat ou territoire non coopératif*) within the meaning of Article 238-0 A of the French *Code général des impôts* (a “**Non-Cooperative State**”), in which case a 75% withholding tax is applicable subject to certain exceptions, certain of which being set forth below, and to more favorable provisions of any applicable double tax treaty. The 75% withholding tax is applicable irrespective of the tax residence of the Holder. The list of Non-Cooperative States is published by a ministerial executive order, which may be updated at any time and at least once a year. A law published on October 24, 2018, no. 2018-898, (i) removed the specific exclusion of the member States of the European Union, (ii) expanded such a list to include states and jurisdictions on the blacklist published by the Council of the European Union as amended from time to time and (iii) as a consequence, expanded this withholding tax regime to certain states and jurisdictions included on such a blacklist.

Furthermore, according to Article 238 A of the French *Code général des impôts*, interest and other revenues on the Notes will not be deductible from the Issuer’s taxable income, if they are paid or accrued to persons domiciled or established in a Non-Cooperative State or paid to a bank account opened in a financial institution located in such a Non-Cooperative State (the “**Deductibility Exclusion**”). The abovementioned new law which amended the Non-Cooperative State list as described above, expands this regime to all the states and jurisdictions included on the blacklist published by the Council of the European Union as amended from time to time. Under certain conditions, any such non-deductible interest and other revenues may be recharacterised as constructive dividends pursuant to Articles 109 et seq. of the French *Code général des impôts*, in which case such non-deductible interest and other revenues may be subject to the withholding tax set out under Article 119 bis 2 of the same Code, at a rate of (i) 28% for the fiscal years opened on or after January 1st, 2020, 26.5% for fiscal years opened on or after January 1st, 2021 and 25% for fiscal years opened on or after January 1st, 2022) for Holders of Notes who are non-French tax resident legal persons, (ii) 12.8% for Holders of Notes who are non-French tax resident individuals, in each case (x) unless payments are made in Non-Cooperative States (which include states and jurisdictions included on the blacklist published by the Council of the European Union as amended from time to time subject to certain limitations for the application of the withholding tax set forth in Article 119 bis 2 of the French *Code général des impôts*) in which case the withholding tax rate would be equal to 75% and (y) subject to certain exceptions (certain of which are set forth below) and, to more favorable provisions of any applicable double tax treaties.

Notwithstanding the foregoing, neither the 75% withholding tax provided by Article 125 A III of the French *Code général des impôts*, nor, to the extent the relevant interest or revenues relate to genuine transactions and is not in an abnormal or exaggerated amount, the Deductibility Exclusion and the withholding tax set out under Article 119 bis 2 that may be levied as a result of such Deductibility Exclusion, will apply in respect of the Notes provided that the Issuer can prove that the main purpose and effect of such issue of Notes is not that of allowing the payments of interest or other revenues to be made in a Non-Cooperative State (the “**Exception**”).

In addition, under French tax administrative guidelines (*Bulletin Officiel des Finances Publiques-Impôts* BOI-INT-DG-20-50 no 550 and no 990 dated February 11, 2014, BOI-RPPM-RCM-30-10-20-40 dated December 20, 2019, no. 1 and 10 and BOI-IR-DOMIC-10-20-20-60 dated December 20, 2019, no.10), an issue of Notes benefits from the Exception without the Issuer having to provide any evidence supporting the main purpose and effect of such issue of Notes, if such Notes are:

- (i) offered by means of a public offer within the meaning of Article L.411-1 of the French Monetary and Financial Code (*Code monétaire et financier*) or pursuant to an equivalent offer in a State other than 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;
- (ii) 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) admitted, at the time of their issue, to the operations of a central depository or of a securities clearing and delivery and payments systems operator within the meaning of Article L.561-2 of the French Monetary and Financial Code (*Code monétaire et financier*), or of one or more similar foreign depositories or operators provided that such depository or operator is not located in a Non-Cooperative State.

Since the Notes will be cleared through a qualifying clearing system at the time of their issue that is not located in a Non-Cooperative State, they will fall under the Exception. Consequently, payments of interest and other revenues made by the Issuer under the Notes will not be subject to the withholding tax set out under Article 125 A III of the French *Code général des impôts*.

Taxation on Sale or Other Disposition

Under Article 244 *bis* C of the French *Code général des impôts*, a person that is not a resident of France for the purpose of French taxation generally is not subject to any French income tax or capital gains tax on any gain derived from the sale or other disposition of a debt security, unless such debt security forms part of the business property of a permanent establishment or a fixed base that such person maintains in France.

Stamp Duty and Other Transfer Taxes

Transfers of Notes outside France will not be subject to any stamp duty or other transfer tax imposed in France, provided such transfer is not recorded or referred to in any manner whatsoever in a deed registered in France.

Estate and Gift Tax

France imposes estate and gift tax on securities of a French company that are acquired by inheritance or gift. According to article 750 *ter* of the French *Code général des impôts*, the taxation is triggered without regard to the residence of the transferor. However, France has entered into estate and gift tax treaties with a number of countries pursuant to which, assuming certain conditions are met, residents of the treaty country may be exempted from such tax or obtain a tax credit.

As a result from the combination of the French domestic tax law and the estate and gift tax convention between the United States and France, a transfer of Notes by gift or by reason of the death of a United States holder entitled to benefits under that convention will not be subject to French gift or inheritance tax, so long as, among other conditions, the donor or decedent was not domiciled in France at the time of the transfer and the Notes were not used or held for use in the conduct of a business or profession through a permanent establishment or fixed base in France.

ERISA MATTERS

The Employee Retirement Income Security Act of 1974, as amended (“**ERISA**”), imposes certain restrictions on employee benefit plans (“**ERISA Plans**”) that are subject to Title I of ERISA and on persons who are fiduciaries with respect to these ERISA Plans. In accordance with ERISA’s general fiduciary requirements, a fiduciary with respect to an ERISA Plan who is considering the purchase of the Notes on behalf of the ERISA Plan should determine whether the purchase is permitted under the governing ERISA Plan documents and is prudent and appropriate for the ERISA Plan in view of its overall investment policy and the composition and diversification of its portfolio. Other provisions of ERISA and section 4975 of the Code, prohibit certain transactions involving the assets of an ERISA Plan (as well as those plans that are not subject to ERISA but to which section 4975 of the Code applies, such as individual retirement accounts (“**IRAs**”) (together with ERISA Plans and any entities whose underlying assets include the assets of any such plans or ERISA Plans, “**Plans**”)) and persons who have certain specified relationships to the Plan (“parties in interest” within the meaning of ERISA or “disqualified persons” within the meaning of section 4975 of the Code). A party in interest or disqualified person who engages in a prohibited transaction may be subject to excise taxes and other penalties and liabilities under ERISA and/or the Code. A fiduciary of a Plan (including the owner of an IRA) that engages in a prohibited transaction may also be subject to penalties and liabilities under ERISA and/or the Code. Thus, a Plan fiduciary considering the purchase of the Notes should consider whether such a purchase might constitute or result in a prohibited transaction under ERISA or section 4975 of the Code.

The Issuer, directly or through its affiliates, may be considered a “party in interest” or a “disqualified person” with respect to many Plans. The purchase of the Notes by a Plan with respect to which the Issuer is a party in interest or a disqualified person may constitute or result in a prohibited transaction under ERISA or section 4975 of the Code, unless the Notes are acquired pursuant to and in accordance with an applicable exemption. Certain administrative class exemptions may be available such as Prohibited Transaction Class Exemption (“**PTCE**”) 84-14 (an exemption for certain transactions determined by an independent qualified professional asset manager), PTCE 91-38 (an exemption for certain transactions involving bank collective investment funds), PTCE 90-1 (an exemption for certain transactions involving insurance company pooled separate accounts), PTCE 95-60 (an exemption for certain transactions involving insurance company general accounts) or PTCE 96-23 (an exemption for certain transactions determined by an in-house asset manager). In addition, the statutory exemption under section 408(b)(17) of ERISA and section 4975(d)(20) of the Code may be available, provided (i) none of the Issuer or Dealers or affiliates or employees thereof is a Plan fiduciary that has or exercises any discretionary authority or control with respect to the Plan’s assets used to purchase the Notes or renders investment advice with respect to those assets and (ii) the Plan is paying no more than adequate consideration for the Notes. There can be no assurance that any of these exemptions or any other exemption will be available with respect to any particular transaction involving the Notes. Any Plan fiduciary (including the owner of an IRA) considering the purchase of the Notes should consider carefully the possibility of prohibited transactions and the availability of exemptions. Governmental, church and non-U.S. plans, while not subject to the fiduciary responsibility provisions of ERISA or the provisions of section 4975 of the Code, may nevertheless be subject to local, state, federal or non-U.S. laws that are substantially similar to the foregoing provisions of ERISA and the Code. ANY EMPLOYEE BENEFIT PLAN OR OTHER RETIREMENT ACCOUNT, INCLUDING ANY SUCH GOVERNMENTAL, CHURCH OR NON-U.S. PLAN, PROPOSING TO ACQUIRE ANY NOTES SHOULD CONSULT WITH ITS COUNSEL.

By its purchase of any offered Note, the purchaser or transferee thereof (and the person, if any, directing the acquisition of the offered Note by the purchaser or transferee) will be deemed to represent, on each calendar day from the date on which the purchaser or transferee acquires the offered Note through and including the date on which the purchaser or transferee disposes of its interest in such offered Note, either that (a) such purchaser or transferee is not a Plan, an entity whose underlying assets include the assets of any Plan, or a governmental, church or non-U.S. plan which is subject to any non-U.S., federal, state or local law that is substantially similar to the provisions of section 406 of ERISA or section 4975 of the Code or (b) the purchase, holding and disposition of such offered Note will not result in a prohibited transaction under section 406 of ERISA or section 4975 of the Code (or in the case of a governmental, church or non-U.S. plan, any substantially similar non-U.S., federal, state or local law) unless an exemption is available with respect to such transactions and all the conditions of such exemption have been satisfied.

PLAN OF DISTRIBUTION OF NOTES

The Notes are being offered from time to time by the Issuer through BNPP Securities or one or more affiliates thereof (the “**Lead Dealer**”), ANZ Securities, Inc., Banca IMI S.p.A., Barclays Capital Inc., BofA Securities, Inc., BBVA Securities Inc., BMO Capital Markets Corp., Commonwealth Bank of Australia, CIBC World Markets Corp., Citigroup Global Markets Inc., Goldman Sachs & Co. LLC, HSBC Securities (USA) Inc., ICBC Standard Bank Plc, ING Financial Markets LLC, JPMorgan Chase Bank, N.A., J.P. Morgan Securities LLC, Lloyds Securities Inc., Mizuho Securities USA LLC, Morgan Stanley & Co. LLC, MUFG Securities Americas Inc., National Australia Bank ABN 12 004 044 937, Nordea Bank Abp, Nykredit Bank A/S, Rabo Securities USA, Inc., RBC Capital Markets, LLC, Santander Investment Securities Inc., Scotia Capital (USA) Inc., Standard Chartered Bank, SMBC Nikko Securities America, Inc., Swedbank AB (publ), TD Securities (USA) LLC, UniCredit Capital Markets LLC, Wells Fargo Securities, LLC and Westpac Banking Corporation (each, a “**Dealer**” and, collectively with the Lead Dealer and any other dealers for the Notes appointed by the Issuer from time to time, the “**Dealers**”). The Notes may also be sold to each Dealer at a discount, as principal, for resale to investors or other purchasers at varying prices related to prevailing market prices at the time of resale, to be determined by such Dealer or, if so agreed, at a fixed offering price. The Issuer will have the sole right to accept offers to purchase Notes and may reject any proposed purchase of Notes in whole or in part. Each Dealer will have the right, in its discretion reasonably exercised, to reject any proposed purchase of Notes through it in whole or in part. The Issuer has reserved the right to sell Notes through one or more other dealers in addition to the Dealers and directly to investors on its own behalf in those jurisdictions where it is authorized to do so. No commission will be payable by the Issuer to any of the Dealers on account of sales of Notes made through such other dealers or directly by the Issuer.

In addition, the Dealers may offer the Notes they have purchased as principal to other dealers. The Dealers may sell Notes to any dealer at a discount and, unless otherwise specified in the applicable supplement, such discount allowed to any dealer will not be in excess of the discount to be received by such Dealer from the Issuer. Unless otherwise indicated in the applicable supplement, any Note sold to a Dealer as principal will be purchased by such Dealer at a price equal to 100% of the principal amount thereof less a percentage equal to the commission applicable to any agency sale of a Note of identical maturity, and may be resold by the Dealer to investors and other purchasers as described above. After the initial offering of Notes to be resold to investors and other purchasers, the offering price (in the case of Notes to be resold at a fixed offering price), the concession and discount may be changed.

Pursuant to Rule 15c6-1 under the Exchange Act, trades of securities in the secondary market generally are required to settle in two business days, which we refer to as T+2. The parties to a trade, however, may agree that delivery of the relevant Series of Notes against payment may be made on a date that is later than T+2. In such case, by virtue of the fact that the initial delivery of the Notes will not be made following the then applicable standard basis, investors who wish to trade the Notes before a final settlement will be required to specify an alternative settlement cycle at the time of any such trade to prevent a failed settlement. The particular settlement terms of any Series of Notes will be specified in the applicable supplement.

In connection with an offering of Notes purchased by one or more Dealers as principal on a fixed offering price basis, certain persons participating in the offering (including such Dealers) may engage in stabilizing and syndicate covering transactions. If required under applicable law, such transactions will be conducted in accordance with Rule 104 under the Exchange Act. Rule 104 permits stabilizing bids to purchase the underlying security so long as bids do not exceed a specified maximum. Syndicate covering transactions involve purchases of Notes in the open market after the distribution has been completed in order to cover syndicate short positions. Stabilizing and syndicate covering transactions may cause the price of the Notes to be higher than they would otherwise be in the absence of such transactions. These transactions, if commenced, may be discontinued at any time.

In connection with the issue of any Tranche of Notes, the Dealer or Dealers (if any) named as the Stabilizing Manager(s) (or persons acting on behalf of any Stabilizing Manager(s)) in the applicable supplement 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 Stabilizing Manager(s) (or persons acting on behalf of a Stabilizing Manager) will undertake stabilization action. Any stabilization action may begin on or after the date on which adequate public disclosure of the terms of the offer of the relevant Tranche of Notes 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 of Notes and 60 days after the date of the allotment of the relevant Tranche of Notes. Any stabilization action or

over-allotment must be conducted by the relevant Stabilizing Manager(s) (or persons acting on behalf of any Stabilizing Manager(s)) in accordance with all applicable laws and rules.

The Dealers also may impose a penalty bid. This occurs when a particular Dealer repays to another participating Dealer or Dealers a portion of the discount received by it because a Dealer or that Dealer's affiliates have repurchased Notes sold by or for the account of such Dealer in stabilizing or short covering transactions.

These activities by the Dealers, as well as other purchases by Dealers for their own accounts, may stabilize, maintain or otherwise affect the market price of the Notes. As a result, the price of the Notes may be higher than the price that otherwise might exist in the open market. If these activities are commenced, they may be discontinued by the Dealers at any time. These transactions may be effected in the over-the-counter market or otherwise.

The Issuer has been advised by the Lead Dealer that it may make a market in the Notes; however, the Lead Dealer is not obligated to do so and the Issuer cannot provide any assurance that a secondary market for the Notes will develop, or, if one develops, that it will be maintained. After a distribution of a Series of Notes is completed, because of certain regulatory restrictions arising from its affiliation with the Issuer, BNPP Securities may not be able to make a market in such Series of Notes or, except on a limited, unsolicited basis, effect any transactions for the account of any customer in such Series of Notes. Other broker-dealers unaffiliated with the Issuer will not be subject to such prohibitions.

This prospectus supplement, the base prospectus and any applicable supplement hereto may be used by affiliates of the Issuer in connection with offers and sales related to secondary market transactions in the Notes. Such affiliates may act as principal or agent in such transactions. Such sales will be made at prices related to prevailing prices at the time of a sale.

BNPP Securities, the Lead Dealer for the Notes offered hereby, is a wholly owned subsidiary of the Bank and an affiliate of the Branch and the Issuer. Any distribution of the 3(a)(2) Notes offered hereby will be made in compliance with applicable provisions of Rule 5121 of the Financial Industry Regulatory Authority, Inc. ("FINRA"), which provides that, among other things, when a FINRA member participates in such an offering, it may not execute transactions in any discretionary account without the prior specific written approval of the customer.

Each Dealer may be deemed to be an "underwriter" within the meaning of the Securities Act, and any discounts and commissions received by it and any profit realized by it on resale of the Notes may be deemed to be underwriting discounts and commissions.

Each Dealer will offer or sell the 144A Notes only within the United States to persons it reasonably believes to be "qualified institutional buyers" (within the meaning of Rule 144A) in reliance on Rule 144A.

Each Dealer has agreed that, except as permitted by the Distribution Agreement and set forth under the section "*Notice to Investors*" in this prospectus supplement it will not offer or sell Regulation S Notes within the United States or to, or for the account or benefit of, U.S. persons (i) as part of its distribution at any time or (ii) otherwise until 40 days after the later of the commencement of the offering and the closing date, and it will have sent to each dealer to which it sells such Regulation S Notes during the 40-day distribution compliance period a confirmation or other notice setting forth the restrictions on offers and sales of such Notes within the United States or to, or for the account or benefit of, U.S. persons.

In addition, until 40 days after the commencement of an offering of Regulation S Notes, an offer or sales of Regulation S Notes within the United States by a dealer that is not participating in such offering may violate the registration requirements of the Securities Act if that offer or sale is made otherwise than in accordance with Rule 144A.

Certain of the Dealers' ability to engage in U.S. securities dealings is limited under the U.S. Bank Holding Company Act. These Dealers may not underwrite, offer or sell securities that are offered or sold in the United States and will underwrite, offer and sell the Notes and the Warrants that are part of their allotment solely outside the United States.

Each purchaser of 144A Notes and Regulation S Notes offered hereby in making its purchase will be deemed to have represented and agreed with the Issuer of the Notes as set forth under the section “*Notice to Investors*” in this prospectus supplement.

In addition, in the ordinary course of their business activities, the Dealers and their affiliates may make or hold a broad array of investments and actively trade debt and equity securities (or related derivative securities) and financial instruments (including bank loans) for their own account and for the accounts of their customers. Such investments and securities activities may involve securities and/or instruments of ours or our affiliates.

If any of the Dealers or their affiliates have a lending relationship with us, certain of those dealers or their affiliates routinely hedge, and certain other of those dealers or their affiliates may hedge, their credit exposure to us consistent with their customary risk management policies. Typically, these 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 our securities, including potentially the notes offered hereby. Any such credit default swaps or short positions could adversely affect future trading prices of the notes offered hereby. 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.

Conflicts of Interest between the Issuer and the Dealers

BNPP Securities, the Lead Dealer for the Notes offered hereby and a wholly owned subsidiary of the Bank and an affiliate of the Branch and the Issuer, is a FINRA member. Accordingly, any offering of the 3(a)(2) Notes will be conducted in accordance with the applicable provisions of FINRA Rule 5121 that imposes certain requirements when a member of FINRA, such as BNPP Securities, distributes an affiliated company’s securities. Client accounts over which BNPP Securities or any affiliate have investment discretion are not permitted to purchase the 3(a)(2) Notes, either directly or indirectly, without the specific written approval of the accountholder.

The Issuer has agreed to indemnify each Dealer against, or to make contributions relating to, certain civil liabilities, including liabilities under the Securities Act.

Notice to Residents of Canada

In Canada, this document constitutes an offering of the securities only in those Canadian jurisdictions and to those persons where and to whom they may be lawfully offered for sale, and therein only by persons permitted to sell such securities. The offering of the securities in Canada is being made on a private placement basis in reliance on exemptions from the prospectus requirements under the securities laws of each applicable Canadian province and territory where the securities may be offered and sold, and therein may only be made with investors that are purchasing as principal and that qualify as both an “accredited investor” as such term is defined in National Instrument 45-106 *Prospectus Exemptions* or, in Ontario, in the *Securities Act* (Ontario), as applicable, and as a “permitted client” as such term is defined in National Instrument 31-103 *Registration Requirements, Exemptions and Ongoing Registrant Obligations*. Any offer and sale of the securities in any province or territory of Canada may only be made through a dealer that is properly registered under the securities legislation of the applicable province or territory wherein the securities are offered and/or sold or, alternatively, by a dealer that qualifies under and is relying upon an exemption from the registration requirements therein. Any resale of the securities must be made in accordance with applicable securities laws, which will vary depending on the relevant jurisdiction, and which may require resales to be made in accordance with exemptions from registration and prospectus requirements. These resale restrictions may in some circumstances apply to resale of the securities outside Canada. Canadian purchasers are advised to seek legal advice prior to any resale of the securities.

Securities legislation in certain provinces or territories of Canada may provide a purchaser with remedies for rescission or damages, or both, in addition to any other rights they may have at law, if this document (including any amendment thereto) contains a misrepresentation, provided that the remedies for rescission or damages are exercised by the purchaser within the time limit prescribed by the securities legislation of the purchaser’s province or territory. The purchaser should refer to any applicable provisions of the securities legislation of the purchaser’s province or territory for particulars of these rights or consult with a legal advisor.

Each Dealer may have an ownership, lending or other relationship with the Issuer of the securities offered by this document that may cause the Issuer to be a “related issuer” or “connected issuer” to such Dealer, as such terms are defined in National Instrument 33-105 – *Underwriting Conflicts* (“**NI 33-105**”). Pursuant to Sections 3A.3(a) and/or 3A.4(b), as applicable, of NI 33-105, each Dealer and the Issuer are relying on an exemption from the disclosure requirements relating to the relationship between the Dealer and the Issuer prescribed by Section 2.1(1) of NI 33-105.

Upon receipt of this document, each Canadian investor hereby confirms that it has expressly requested that all documents evidencing or relating in any way to the sale of the securities described herein (including for greater certainty any purchase confirmation or any notice) be drawn up in the English language only. *Par la réception de ce document, chaque investisseur canadien confirme par les présentes qu’il a expressément exigé que tous les documents faisant foi ou se rapportant de quelque manière que ce soit à la vente des valeurs mobilières décrites aux présentes (incluant, pour plus de certitude, toute confirmation d’achat ou tout avis) soient rédigés en anglais seulement.*

European Economic Area and United Kingdom

Each Dealer has represented and agreed, and each further Dealer appointed under the Program 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 prospectus supplement, the base prospectus and any accompanying supplement, to any retail investor in the European Economic Area or in the United Kingdom. For the purposes of this provision:

- (a) the expression “**retail investor**” means a person who is one (or more) of the following:
 - i. a retail client as defined in point (11) of Article 4(1) of Directive 2014/65/EU (as amended, “**MiFID II**”); or
 - ii. a customer within the meaning of Directive (EU) 2016/97 (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**”);
- (b) 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.

The EEA selling restriction is in addition to any other selling restrictions set out below.

Selling Restrictions in France

Each of the Dealers and the Issuer have acknowledged that the Notes are being issued outside France and, accordingly, represents and agrees that it has only offered or sold and will only offer or sell the Notes, directly or indirectly, to the public in France, and has only distributed or caused to be distributed and will only distribute or cause to be distributed to the public in France, this prospectus supplement, the base prospectus, any applicable supplement or any other offering materials relating to the Notes pursuant to the exemption under Article 1(4) of the Prospectus Regulation, and that such offers, sales and distributions have been made and will be made in France only to qualified investors (*investisseurs qualifiés*), as defined in Article 2(e) of the Prospectus Regulation and in accordance with Articles L.411-1 and L.411-2 of the French Monetary and Financial Code (*Code monétaire et financier*), as amended from time to time, and any other applicable French law or regulation.

Therefore this prospectus supplement, the base prospectus, any applicable supplements or any other offering materials relating to the Notes have not been and will not be filed with the French *Autorité des marchés financiers* (the “**AMF**”) for prior approval or submitted for clearance to the AMF and, more generally no prospectus (including any amendment, supplement or replacement thereto) has been prepared in connection with the offering of the Notes

that has been approved by the AMF or by the competent authority of another State that is a contracting party to the Agreement on the European Economic Area and notified to the AMF.

If the Bank issues Notes that do not constitute “obligations” or “titres de créances négociables” under French law, or other debt securities considered by the French tax authorities as falling into similar categories, the above selling restrictions will be supplemented to the extent necessary in the relevant supplement.

Selling Restrictions in the United Kingdom

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

- (1) in relation to any Notes which have a maturity of less than one year, (i) it is a person whose ordinary activities involve it in acquiring, holding, managing or disposing of investments (as principal or agent) for the purposes of its business and (ii) it has not offered or sold and will not offer or sell any Notes other than to persons whose ordinary activities involve them in acquiring, holding, managing or disposing of investments (as principal or as agent) for the purposes of their businesses or who it is reasonable to expect will acquire, hold, manage or dispose of investments (as principal or agent) for the purposes of their businesses where the issue of the Notes would otherwise constitute a contravention of Section 19 of the Financial Services and Markets Act 2000 (the “FSMA”) by the Issuer;
- (2) 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 or the Guarantor; and
- (3) it has complied and will comply with all applicable provisions of the FSMA with respect to anything done by it in relation to any Notes in, from or otherwise involving the United Kingdom.

Selling Restrictions in the Republic of Italy

The offering of the Notes has not been registered with the *Commissione Nazionale per le Società e la Borsa* (“CONSOB”) pursuant to the Italian securities legislation. Accordingly, each Dealer has represented and agreed, and each further Dealer appointed under the Program will be required to represent and agree, that – without prejudice to paragraph “*Prohibition of Sales to EEA Retail Investors*” above – the Notes may not, and will not, be offered, sold or delivered, nor may or will copies of this prospectus supplement or of any other document relating to the Notes be distributed in the Republic of Italy (“Italy”), except:

- (a) to qualified investors (*investitori qualificati*), as defined in Article 2, letter e) of the Prospectus Regulation, pursuant to Article 1, fourth paragraph, letter a), of the Prospectus Regulation; or
- (b) in any other circumstances which are exempted from the rules on public offerings pursuant to Article 1 of the Prospectus Regulation.

In addition, and subject to the foregoing, each Dealer has represented and agreed, and each further Dealer appointed under the Program will be required to represent and agree, that any offer, sale or delivery of the Notes or distribution of copies of this prospectus supplement or any other document relating to the Notes in Italy under (a) or (b) above must be carried out:

- (i) by investment firms, banks or financial intermediaries permitted to conduct such activities in Italy in accordance with the Legislative Decree No. 58 of February 24, 1998 (**Financial Services Act**), Legislative Decree No. 385 of September 1, 1993 (the “**Banking Act**”), CONSOB Regulation No. 11971 of May 14, 1999 and CONSOB Regulation No. 20307 of February 15, 2018, each as amended from time to time; and

- (ii) in compliance with any other applicable laws or regulation including any limitation or requirement that may be, from time to time, imposed by 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), CONSOB or any other Italian competent 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.

Selling Restrictions in Singapore

Each Dealer has acknowledged that this prospectus supplement has not been registered as a prospectus with the Monetary Authority of Singapore. Accordingly, each Dealer has represented, warranted and agreed 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 prospectus supplement 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 (Chapter 289) of Singapore, as modified and amended from time to time (the "SFA")) pursuant to Section 274 of the SFA, (ii) to a relevant person pursuant (as defined in Section 275(2) of the SFA) pursuant to Section 275(1) of the SFA, or any person pursuant to Section 275(1A) of the SFA, and in accordance with the conditions specified in Section 275 of the SFA, or (iii) otherwise pursuant to, and in accordance with the conditions of, any other applicable provision of the SFA.

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

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

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

- to an institutional investor or to a relevant person, or to any person arising from an offer referred to in Section 275(1A) or Section 276(4)(i)(B) of the SFA;
- where no consideration is or will be given for the transfer;
- where the transfer is by operation of law; or
- as specified in Section 276(7) of the SFA.

Solely for the purposes of its obligations pursuant to sections 309B(1)(a) and 309B(1)(c) of the SFA, 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 Securities and Futures (Capital Markets Products) Regulations 2018 of Singapore) 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).

PLAN OF DISTRIBUTION OF WARRANTS

The Issuer may sell Warrants through BNPP Securities or one or more affiliates thereof or through such other dealers appointed by the Issuer from time to time, or directly to investors on its own behalf in those jurisdictions where it is authorized to do so. The Issuer will enter into a distribution agreement with any dealers used in the sale of the Warrants. The distribution agreement will provide that the obligations of the dealers are subject to certain conditions and that the dealers will be obligated to purchase all of the Warrants if any are purchased.

Any dealer will be named in the applicable supplement. The applicable supplement will also describe the terms of the offer of the Warrants including: the price of the Warrants and the proceeds the Issuer will receive from the sale; any options under which the dealers may purchase additional securities from the Issuer; any agency fees or purchasing fees and other items constituting dealers' compensation; the offering price to investors, any discounts or concessions allowed or re-allowed or paid to dealers; any exchange or market on which the Warrants may be listed; and any other distribution terms of the offering. The dealers named in the applicable supplement will be the only dealers for the Warrants offered by that supplement.

The Warrants may also be sold to each dealer at a discount, as principal, for resale to investors or other purchasers at varying prices related to prevailing market prices at the time of resale, to be determined by such dealer or, if so agreed, at a fixed offering price. The Issuer will have the sole right to accept offers to purchase Warrants and may reject any proposed purchase of Warrants in whole or in part. Each dealer will have the right, in its discretion reasonably exercised, to reject any proposed purchase of Warrants through it in whole or in part. No commission will be payable by the Issuer to any of the dealers on account of sales of Warrants made through such other dealers or directly by the Issuer.

Pursuant to Rule 15c6-1 under the Exchange Act, trades of securities in the secondary market generally are required to settle in two business days, which we refer to as T+2. The parties to a trade, however, may agree that delivery of the relevant Series of Notes against payment may be made on a date that is later than T+2. In such case, by virtue of the fact that the initial delivery of the Warrants will not be made following the then applicable standard basis, investors who wish to trade the Warrants before a final settlement will be required to specify an alternative settlement cycle at the time of any such trade to prevent a failed settlement. The particular settlement terms of any series of Warrants will be specified in the applicable supplement or supplements.

In connection with an offering of Warrants dealers may engage in stabilizing and syndicate covering transactions conducted in accordance with applicable law, including Regulation M under the Exchange Act. Syndicate covering transactions involve purchases of Warrants in the open market after the distribution has been completed in order to cover syndicate short positions. These transactions, if commenced, may be discontinued at any time. Dealers (if any) named as the Stabilizing Manager(s) (or persons acting on behalf of any Stabilizing Manager(s)) in the applicable supplement may over-allot Notes or effect transactions with a view to supporting the market price of the Warrants at a level higher than that which might otherwise prevail. However, there is no assurance that the Stabilizing Manager(s) (or persons acting on behalf of a Stabilizing Manager) will undertake stabilization action. Any stabilization action may begin on or after the date on which adequate public disclosure of the terms of the offer of the relevant series of Warrants 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 series of Warrants and 60 days after the date of the allotment of the relevant series of Warrants. Any stabilization action or over-allotment must be conducted by the relevant Stabilizing Manager(s) (or persons acting on behalf of any Stabilizing Manager(s)) in accordance with all applicable laws and rules.

The dealers also may impose a penalty bid. This occurs when a particular dealer repays to another participating dealer or dealers a portion of the discount received by it because a dealer or that dealer's affiliates have repurchased Warrants sold by or for the account of such dealer in stabilizing or short covering transactions.

These activities by the dealers, as well as other purchases by dealers for their own accounts, may stabilize, maintain or otherwise affect the market price of the Notes. As a result, the price of the Warrants may be higher than the price that otherwise might exist in the open market. If these activities are commenced, they may be discontinued by the dealers at any time. These transactions may be effected in the over-the-counter market or otherwise.

The Issuer has been advised by the Lead Dealer that it may make a market in the Warrants; however, the Lead Dealer is not obligated to do so and the Issuer cannot provide any assurance that a secondary market for the

Warrants will develop, or, if one develops, that it will be maintained. After a distribution of a series of Warrants is completed, because of certain regulatory restrictions arising from its affiliation with the Issuer, BNPP Securities may not be able to make a market in such series of Warrants or, except on a limited, unsolicited basis, effect any transactions for the account of any customer in such series of Warrants. Other broker-dealers unaffiliated with the Issuer will not be subject to such prohibitions.

The Issuer may agree to indemnify dealers against certain liabilities, including liabilities under the securities laws, or to contribute to payments that dealers may be required to make. Dealers may be customers of, engage in transactions with or perform services for the Issuer in the ordinary course of business.

This prospectus supplement, the base prospectus and any applicable supplement hereto may be used by affiliates of the Issuer in connection with offers and sales related to secondary market transactions in the Warrants. Such affiliates may act as principal or agent in such transactions. Such sales will be made at prices related to prevailing prices at the time of a sale.

BNPP Securities, is a wholly owned subsidiary of the Bank and an affiliate of the Branch and the Issuer. Any distribution of the 3(a)(2) Warrants offered hereby will be made in compliance with applicable provisions of Rule 5121 of the Financial Industry Regulatory Authority, Inc. (“FINRA”), which provides that, among other things, when a FINRA member participates in such an offering, it may not execute transactions in any discretionary account without the prior specific written approval of the customer.

Each dealer may be deemed to be an “underwriter” within the meaning of the Securities Act, and any discounts and commissions received by it and any profit realized by it on resale of the Warrants may be deemed to be underwriting discounts and commissions. We may directly solicit offers to purchase securities, and we may sell securities directly to institutional investors or others who may be deemed to be underwriters within the meaning of the Securities Act. The terms of any such sales will be described in the applicable supplement.

In addition, in the ordinary course of their business activities, the dealers and their affiliates may make or hold a broad array of investments and actively trade debt and equity securities (or related derivative securities) and financial instruments (including bank loans) for their own account and for the accounts of their customers. Such investments and securities activities may involve securities and/or instruments of ours or our affiliates.

If any of the dealers or their affiliates have a lending relationship with us, certain of those dealers or their affiliates routinely hedge, and certain other of those dealers or their affiliates may hedge, their credit exposure to us consistent with their customary risk management policies. Typically, these 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 our securities, including potentially the notes offered hereby. Any such credit default swaps or short positions could adversely affect future trading prices of the notes offered hereby. 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.

At any time a particular offer of Warrants covered by this prospectus supplement is made, a supplement or supplements will set forth the notional amount of Warrants offered covered by the applicable supplement or supplements and the terms of the offering, including the name or names of any underwriters, dealers, brokers or agents. In addition, to the extent required, any discounts, commissions, concessions and other items constituting underwriters’ or agents’ compensation, as well as any discounts, commissions or concessions allowed or reallocated or paid to dealers, will be set forth in such supplement.

Conflicts of Interest between the Issuer and the Dealers

BNPP Securities and a wholly owned subsidiary of the Bank and an affiliate of the Branch and the Issuer, is a FINRA member. Accordingly, any offering of the 3(a)(2) Warrants will be conducted in accordance with the applicable provisions of FINRA Rule 5121 that imposes certain requirements when a member of FINRA, such as BNPP Securities, distributes an affiliated company’s securities. Client accounts over which BNPP Securities or any affiliate have investment discretion are not permitted to purchase the 3(a)(2) Warrants, either directly or indirectly, without the specific written approval of the accountholder.

The Issuer has agreed to indemnify each dealer against, or to make contributions relating to, certain civil liabilities, including liabilities under the Securities Act.

LEGAL MATTERS

Cleary Gottlieb Steen & Hamilton LLP, New York, New York, and Paris, France, will act as U.S. and French legal counsel to the underwriters, dealers or agents. Alice Bonardi, Head of Global Markets France, CIB Legal Paris will act as legal counsel to the Issuer and the Branch as to French law.

INDEPENDENT STATUTORY AUDITORS

The Group's consolidated financial statements as of and for the years ended December 31, 2019, December 31, 2018 and December 31, 2017 incorporated by reference herein have been audited by Deloitte & Associés, PricewaterhouseCoopers Audit and Mazars as joint independent statutory auditors (*Commissaires aux comptes*).

DOCUMENTS DEEMED TO BE INCORPORATED BY REFERENCE

The Branch has not and will not publish its own financial statements and is not subject to audits by independent auditors (other than as part of the audit of the Bank's financial statements).

We are hereby incorporating by reference the following documents in this prospectus supplement (collectively, the "**Documents Incorporated by Reference**"):

- (a) the English version of the Issuer's Universal Registration Document and Annual Financial Report 2019 (*Document d'Enregistrement Universel et Rapport Financier Annuel 2019* published by the Issuer and filed with the AMF on March 3, 2020 under n°D. 20-0097) (the "**BNPP 2019 Universal Registration Document**"), other than Chapter 3.6 (Outlook), Chapter 6 (Information on the Parent Company Financial Statements at December 31, 2019), Chapter 7 (A Committed Bank: Information on the Economic, Social, Civic and Environmental Responsibility of BNP Paribas), Chapter 8 (General Information), Chapter 10 (Person Responsible for the Universal Registration Document) and Chapter 11 (Tables of Concordance) thereof;
- (b) the English version of the first amendment to the 2019 Universal Registration Document (*Amendement au Document d'Enregistrement Universel 2019 au 3 mars 2020*, published by the Bank and filed with the AMF on March 30, 2020 under n°D. 20-0097-A01) (the "**Amendment to the BNPP 2019 Universal Registration Document filed on March 30, 2020**") except the sections entitled "General Information", "Person Responsible for the Universal Registration Document" and "Table of Concordance";
- (c) the English version of the second amendment to the 2019 Universal Registration Document (*Amendement au Document d'Enregistrement Universel 2019 au 3 mars 2020* published by the Bank and filed with the AMF on May 5, 2020 under n°D. 20-0097-A02) (the "**Amendment to the BNPP 2019 Universal Registration Document filed on May 5, 2020**") except the sections entitled "General Information", "Person Responsible for the Universal Registration Document" and "Table of Concordance" and any reference to a completion letter (*lettre de fin de travaux*);
- (d) the English version of any future amendment to the Bank's 2019 Universal Registration Document (*amendement au Document d'Enregistrement Universel*);
- (e) the English version of the Universal Registration Document as at June 30, 2019 and Half Year Financial Report, published by the Bank and filed with the AMF on July 31, 2019 under n°D.19-0731, except the sections entitled "Person Responsible for the update of the Registration Document," "Documents on Display" and "Table of Concordance" and any reference to a completion letter (*lettre de fin de travaux*);
- (f) Chapters 3 (other than Chapter 3.6 (Outlook)), 4 and 5 of the English version of the Bank's 2018 Registration Document published by the Bank and filed with the AMF on March 5, 2019 under n°D.19-0114 (*Document de référence et rapport financier annuel 2018*);

- (g) Chapters 4 and 5 of the English version of the Bank’s 2017 Registration Document published by the Bank and filed with the AMF on March 6, 2018 under n°D.18-0104 (*Document de référence et rapport financier annuel 2017*);
- (h) the English version of any future financial statements (to the extent not included in any update to a Registration Document) and press releases or slide presentations published by the Bank in relation to its annual or quarterly results; and
- (i) all other documents published by the Bank and stated in a supplement in respect of an issuance to be incorporated by reference into this prospectus supplement.

Notwithstanding the foregoing, the following statements shall not be deemed incorporated herein:

- any section entitled “Person Responsible”, “Documents on Display”, “Articles of Association” or “Table of Concordance” in any of the foregoing documents;
- any reference to a completion letter (*lettre de fin de travaux*) included in any of the foregoing documents; and
- any quantitative financial forecasts, projections, estimates, targets or objectives included in any of the foregoing documents (unless expressly included in a prospectus supplement).

The Documents Incorporated by Reference are available on the website of the Bank (<http://invest.bnpparibas.com>). Unless otherwise explicitly incorporated by reference into this prospectus supplement in accordance with paragraphs (a) to (i) above, the information contained on the website of the Bank shall not be deemed incorporated by reference herein.

Investors should be aware that certain of the Documents Incorporated by Reference published after the date of this prospectus supplement may be available in French before they are available in English. Investors considering an investment in an issue of Securities during the period between the publication of the French and the English version of a document should only make such an investment if they are comfortable with their ability to review and analyze documents in the French language.

AVAILABLE INFORMATION

Copies of the Documents Incorporated by Reference are available to holders and prospective purchasers of the Securities upon request. In addition, so long as any Securities are outstanding, copies of the English-language version of the Group's most recent annual Universal Registration Document (*Document d'Enregistrement Universel*) (translated in full from the underlying French-language document), will be mailed to each person to whom this prospectus supplement and the base prospectus are delivered and to subsequent holders of the Securities, upon written request mailed to BNP Paribas, New York Branch, 787 Seventh Avenue, New York, New York 10019, Attention: ALM. The Group's annual Universal Registration Document is also available at the Bank's website, <http://www.bnpparibas.com>.

Copies of the Guarantees will be available for inspection at the principal office of the Fiscal and Paying Agent.

The Bank publishes on its website, in English, certain information as required by Rule 12g3-2(b) under the Exchange Act, and is one of the foreign private companies that claims exemption from the registration requirements of Section 12(g) of the Exchange Act. If, at any time, the Bank is neither subject to Section 13 or Section 15(d) of the Exchange Act nor exempt from reporting pursuant to Rule 12g3-2(b), it will furnish, upon written request of a holder of any Securities or a prospective purchaser designated by such holder, the information required to be delivered pursuant to Rule 144A(d)(4) of the Securities Act.



BNP PARIBAS