

INFORMATION MEMORANDUM DATED 15 JULY 2024



## LA MONDIALE

### EUR500,000,000 Perpetual Fixed Rate Resettable Restricted Tier 1 Notes

**Issue Price: 100 per cent.**

The EUR500,000,000 perpetual fixed rate resettable restricted Tier 1 notes (the **Notes**) of La Mondiale (**La Mondiale** or the **Issuer**) will be issued on 17 July 2024 (the **Issue Date**).

The obligations of the Issuer under the Notes in respect of principal, interest and other amounts, constitute (subject to certain limitations described in the "*Terms and Conditions of the Notes - Status of the Notes – Payment on the Notes in the event of liquidation of the Issuer*") direct, unconditional, unsecured and lowest ranking subordinated obligations of the Issuer, including bonds or borrowings, the subordination provisions of which are governed by the provisions of Article L. 228-97 of the French *Code de commerce*, and which rank and will rank (a) *pari passu* with all other present and future Deeply Subordinated Obligations of the Issuer, but (b) junior to all present and future *prêts participatifs* granted to the Issuer, *titres participatifs* issued by the Issuer, Ordinary Subordinated Obligations of the Issuer, Senior Subordinated Obligations of the Issuer and Unsubordinated Obligations of the Issuer and (c) senior to all present and future Mutual Certificates of the Issuer as set out in the "*Terms and Conditions of the Notes - Status of the Notes*".

The Notes will bear interest on their Prevailing Principal Amount (i) from (and including) the Issue Date, to (but excluding) 17 July 2034 (the **First Reset Date**), at a fixed rate of 6.750 per cent. *per annum* payable semi-annually in arrear on 17 January and on 17 July in each year commencing on 17 January 2025, and (ii) from (and including) the First Reset Date, at the relevant Reset Rate of Interest payable semi-annually in arrear on 17 January and on 17 July in each year, commencing on 17 January 2035, as further specified in "*Terms and Conditions of the Notes – Interest*".

The Issuer may elect at any time to cancel (in whole or in part) any Interest Payment (as defined herein) otherwise scheduled to be paid on an Interest Payment Date and shall, save as otherwise permitted pursuant to the Conditions, cancel an Interest Payment upon the occurrence of a Mandatory Interest Cancellation Event (as defined herein) with respect to that Interest Payment. The cancellation of any Interest Payment shall not constitute a default or event of default for any purpose on the part of the Issuer. Any Interest Payment (or part thereof) which is cancelled in accordance with the Conditions shall not become due and payable in any circumstances.

**Upon the occurrence of a Trigger Event (as defined herein), any interest which is accrued and unpaid up to (and including) the Write-Down Date (as defined herein) shall be automatically cancelled and the Issuer shall without the need for the consent of the Noteholders write-down the Notes by reducing the Prevailing Principal Amount (as defined herein). A Write-Down (as defined herein) of the Notes shall not constitute a default or an event of default in respect of the Notes or a breach of the Issuer's obligations or duties or a failure to perform by the Issuer in any manner whatsoever, and shall not entitle Noteholders to petition for the insolvency or dissolution of the Issuer or to take any other action. Following any reduction of the Prevailing Principal Amount, the Issuer may, at its discretion, increase the Prevailing Principal Amount of the Notes on any date and in any amount that it determines in its discretion (either to the Principal Amount or to any lower amount) provided that several conditions are met, as set out in "*Terms and Conditions of the Notes – Discretionary Reinstatement*".**

**The Notes do not contain any negative pledge or events of default.**

The Issuer will have the right to redeem the Notes in whole, but not in part, at any time from the First Call Date to and including the First Reset Date or on any Interest Payment Date thereafter, as defined and further described in "*Terms and Conditions of the Notes - Redemption and Purchase - Optional Redemption from the First Call Date*". The Issuer may also, at its option and subject to Condition 6.9 ("*Redemption and Purchase – Conditions to Redemption and Purchase*"), redeem the Notes upon the occurrence of certain events, including a Gross-up Event, a Withholding Tax Event, a Tax Deductibility Event, a Regulatory Event, a Rating Methodology Event or if the conditions for Clean-up Redemption are met, all as further described in "*Terms and Conditions of the Notes - Redemption and Purchase*". All redemptions are subject to the Prior Approval of the Relevant Supervisory Authority.

Application has been made to Euronext Growth, a market of Euronext in Paris (**Euronext Growth**) for the Notes to be admitted to trading on Euronext Growth. Euronext Growth is a multilateral trading facility and is not a regulated market for the purposes of Directive 2014/65/EU of the European Parliament and of the Council on markets in financial instruments, as amended.

The Notes will be issued in bearer dematerialised form (*au porteur*) in the denomination of EUR100,000. The Notes will at all times be in book-entry form (*inscription en compte*) in compliance with Articles L.211-3 *et seq.* and R.211-1 *et seq.* of the French *Code monétaire et financier*. No physical documents of title (including *certificats représentatifs* pursuant to Article R.211-7 of the French *Code monétaire et financier*) will be issued in respect of the Notes. The Notes will, upon issue, be inscribed in the books of Euroclear France (**Euroclear France**) which shall credit the accounts of the Account Holders. **Account Holder** shall mean any financial intermediary institution entitled to hold, directly or indirectly, accounts on behalf of its customers with Euroclear France, and includes Euroclear Bank SA/NV (**Euroclear**) and the depositary bank for Clearstream Banking, SA (**Clearstream**).

The Notes have been rated BBB by S&P Global Ratings Europe Limited (**S&P**). The Issuer's long-term senior unsecured debt is rated "A" (stable outlook) by S&P. S&P is established in the European Union and registered under Regulation (EC) No. 1060/2009 of the European Parliament and of the Council of 16 September 2009 on credit rating agencies (as amended) (the **CRA Regulation**) and included in the list of credit rating agencies registered in accordance with the CRA Regulation published on the European Securities and Markets Authority's website (<https://www.esma.europa.eu/credit-rating-agencies/cra-authorisation>) as of the date of this Information Memorandum. A rating is not a recommendation to buy, sell or hold securities and may be subject to revision, suspension, change or withdrawal at any time by the assigning rating agency.

**IMPORTANT NOTICE**

This information memorandum (the **Information Memorandum**) does not constitute a prospectus within the meaning of article 6.3 of and for the purpose of Regulation (EU) 2017/1129, as amended.

No such information memorandum will be approved by the *Autorité des marchés financiers* for the purpose of the listing and admission to trading of the Notes on Euronext Growth.

**The Notes shall only be offered to qualified investors (*investisseurs qualifiés*) within the meaning of Regulation (EU) 2017/1129, as amended.**

Euronext Growth is a market operated by Euronext. Issuers on Euronext Growth market, a multilateral trading facility (MTF), are not subject to the same rules as issuers on a regulated market. Instead, they are subject to a less extensive set of rules and regulations adjusted to small growth companies. The risk in investing in the securities admitted on Euronext Growth may therefore be higher than investing in securities admitted to trading on a regulated market. Investors should take this into account when making their investment decisions.

Copies of this Information Memorandum will be available on the website of the Issuer ([www.ag2ramondiale.fr](http://www.ag2ramondiale.fr)).

*Prospective investors should have regard to the risk factors described under the section headed "Risk Factors" in this Information Memorandum, in connection with any investment in the Notes.*

*Global Coordinator and Structuring Advisor*

**NATIXIS**

*Joint Bookrunners*

**BARCLAYS**

**BBVA**

**NATIXIS**

**SOCIÉTÉ GÉNÉRALE CORPORATE AND INVESTMENT BANKING**

*This Information Memorandum should be read and construed in conjunction with all documents incorporated by reference herein (see "Documents Incorporated by Reference").*

*Certain information contained in this Information Memorandum and/or documents incorporated herein by reference has been extracted from sources specified in the sections where such information appears. The Issuer confirms that such information has been accurately reproduced and that, so far as it is aware and is able to ascertain from information published by the above sources, no facts have been omitted which would render the information reproduced inaccurate or misleading. The Issuer has also identified the source(s) of such information.*

*References herein to the **Issuer** are to La Mondiale. References to the **Group** are to the Issuer, together with its fully consolidated subsidiaries taken as a whole. References to **SGAM** are to the prudential group of SGAM AG2R La Mondiale evolving from time to time.*

*No person has been authorised to give any information or to make any representation other than those contained in this Information Memorandum in connection with the issue or sale of the Notes and, if given or made, such information or representation must not be relied upon as having been authorised by the Issuer or any of the Joint Bookrunners (as defined in "Subscription and Sale"). Neither the delivery of this Information Memorandum nor any offering or sale made in connection herewith shall, under any circumstances, create any implication that there has been no change in the affairs of the Issuer or those of the Group since the date hereof or the date upon which this Information Memorandum has been most recently supplemented or that there has been no adverse change in the financial position of the Issuer or that of the Group since the date hereof or the date upon which this Information Memorandum has been most recently supplemented or that any other information supplied in connection with the issue of the Notes is correct as of any time subsequent to the date on which it is supplied or, if different, the date indicated in the document containing the same.*

*This Information Memorandum does not constitute an offer to sell or the solicitation of an offer to buy any Notes in any jurisdiction to any person to whom it is unlawful to make the offer or solicitation in such jurisdiction. The distribution of this Information Memorandum and the offer or sale of Notes may be restricted by law in certain jurisdictions. The Issuer and the Joint Bookrunners do not represent that this Information Memorandum may be lawfully distributed, or that any Notes may be lawfully offered, in compliance with any applicable registration or other requirements in any such jurisdiction, or pursuant to an exemption available thereunder, or assume any responsibility for facilitating any such distribution or offering. In particular, no action has been taken by the Issuer or the Joint Bookrunners which would permit a public offering of the Notes or distribution of this Information Memorandum in any jurisdiction where action for that purpose is required. Accordingly, no Notes may be offered or sold, directly or indirectly, and neither this Information Memorandum nor any offering material may be distributed or published in any jurisdiction, except under circumstances that will result in compliance with any applicable laws and regulations. Persons into whose possession this Information Memorandum comes are required by the Issuer and the Joint Bookrunners to inform themselves about and to observe any such restriction. In particular, there are restrictions on the distribution of this Information Memorandum and the offer or sale of Notes in the United States, the United Kingdom and France (see "Subscription and Sale").*

*THE NOTES HAVE NOT BEEN AND WILL NOT BE REGISTERED UNDER THE U.S. SECURITIES ACT OF 1933, AS AMENDED (THE **SECURITIES ACT**) OR WITH ANY SECURITIES REGULATORY AUTHORITY OF ANY STATE OR OTHER JURISDICTION OF THE UNITED STATES. SUBJECT TO CERTAIN EXCEPTIONS, NOTES MAY NOT BE OFFERED OR SOLD WITHIN THE UNITED STATES OR TO, OR FOR THE ACCOUNT OR BENEFIT OF, U.S. PERSONS, EXCEPT IN TRANSACTIONS EXEMPT FROM OR NOT SUBJECT TO THE REGISTRATION REQUIREMENTS OF THE SECURITIES ACT AND IN COMPLIANCE WITH ANY APPLICABLE STATE SECURITIES LAWS. FOR A DESCRIPTION OF CERTAIN RESTRICTIONS ON OFFERS AND SALES OF NOTES AND ON DISTRIBUTION OF THIS INFORMATION MEMORANDUM, SEE "SUBSCRIPTION AND SALE".*

*The Joint Bookrunners have not separately verified the information contained in this Information Memorandum. None of the Joint Bookrunners makes any representation, warranty or undertaking, express or implied, or accept any responsibility or liability, with respect to the accuracy or completeness of any of the information contained or incorporated by reference in this Information Memorandum or any other information provided by the Issuer in connection with the issue and sale of the Notes. Neither this Information Memorandum nor any information incorporated by reference in this Information Memorandum is intended to provide the basis of any credit or other evaluation and should not be considered as a recommendation by the Issuer or the Joint Bookrunners that any recipient of this Information Memorandum or any information incorporated by reference should subscribe for or purchase the Notes. In making an investment decision regarding the Notes, prospective investors must rely on their own independent investigation and appraisal of the (a) the Issuer, the Group, its business, its financial condition and affairs and (b) the terms of the offering, including the merits and risks involved. The contents of this Information Memorandum are not to be construed as legal, business or tax advice. Each prospective investor should subscribe for or consult its own advisers as to legal, tax, financial, credit and related aspects of an investment in the Notes. None of the Joint Bookrunners undertakes to review the financial condition or affairs of the Issuer or the Group after the date of this Information Memorandum nor to advise any investor or potential investor in the Notes of any information coming to the attention of any of the Joint Bookrunners. Potential investors should, in particular, read carefully the section entitled "Risk Factors" set out below before making a decision to invest in the Notes.*

*Neither this Information Memorandum nor any other information supplied in connection with the issue and sale of the Notes (a) is intended to provide the basis of any credit or other evaluation or (b) should be considered as a recommendation by the Issuer or the Joint Bookrunners that any recipient of this Information Memorandum or any other information supplied in connection with the issue and sale of the Notes should purchase any Notes. Neither this Information Memorandum nor any other information supplied in connection with the issue and sale of the Notes constitutes an offer or invitation by or on behalf of the Issuer or the Joint Bookrunners to any person to subscribe for or to purchase any Notes.*

***EU MIFID II product governance / Professional investors and ECPs only target market*** - Solely for the purposes of each manufacturer's product approval process, the target market assessment in respect of the Notes, taking into account the five categories referred to in item 19 of the Guidelines published by the European Securities and Markets Authority (ESMA) on 3 August 2023, has led to the conclusion that: (i) the target market for the Notes is eligible counterparties and professional clients only, each as defined in Directive 2014/65/EU (as amended, **MiFID II**); and (ii) all channels for distribution of the Notes to eligible counterparties and professional clients are appropriate. Any person subsequently offering, selling or recommending the Notes (a **distributor**) should take into consideration the manufacturers' target market assessment; however, a distributor subject to MiFID II is responsible for undertaking its own target market assessment in respect of the Notes (by either adopting or refining the manufacturers' target market assessment) and determining appropriate distribution channels.

***UK MIFIR product governance / Professional investors and eligible counterparties only target market*** – Solely for the purposes of each manufacturer's product approval process, the target market assessment in respect of the Notes has led to the conclusion that: (i) the target market for the Notes is only eligible counterparties, as defined in the FCA Handbook Conduct of Business Sourcebook (COBS) and professional clients, as defined in Regulation (EU) No 600/2014 as it forms part of UK domestic law by virtue of the European Union (Withdrawal) Act 2018 (**UK MiFIR**); and (ii) all channels for distribution of the Notes to eligible counterparties and professional clients are appropriate. Any person subsequently offering, selling or recommending the Notes (a **UK Distributor**) should take into consideration the manufacturers' target market assessment; however, a UK Distributor subject to the FCA Handbook Product Intervention and Product Governance Sourcebook (the UK MiFIR Product Governance Rules) is responsible for undertaking its own target market assessment in respect of the Notes (by either adopting or refining the manufacturers' target market assessment) and determining appropriate distribution channels.

***IMPORTANT – PRIIPs Regulation / Prohibition of sales to EEA retail investors*** - The Notes are not intended to be offered, sold or otherwise made available to and should not be offered, sold or otherwise made available to any retail investor in the European Economic Area (**EEA**). For these purposes, a retail investor means a person who is one (or both) of: (i) a retail client as defined in point (11) of Article 4(1) of MiFID II; or (ii) a

customer within the meaning of Directive 2016/97/EU as amended, where that customer would not qualify as a professional client as defined in point (10) of Article 4(1) of MiFID II. Consequently, no key information document required by Regulation (EU) No 1286/2014 (as amended, the **PRIIPs Regulation**) for offering or selling the Notes or otherwise making them available to retail investors in the EEA has been prepared and therefore offering or selling the Notes or otherwise making them available to any retail investor in the EEA may be unlawful under the PRIIPs Regulation.

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

In this Information Memorandum, unless otherwise specified or the context otherwise requires, references to **€**, **Euro**, **EUR** or **euro** are to the single currency of the participating member states of the European Economic and Monetary Union which was introduced pursuant to the Treaty establishing the European Community, as amended.

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## **RISK FACTORS**

*The Issuer believes that the following factors may affect its ability to fulfil its obligations under the Notes. All of these factors are contingencies which may or may not occur and the Issuer is not in a position to express a view on the likelihood of any such contingency occurring.*

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

*The Issuer believes that the factors described below represent the principal risks inherent in investing in the Notes, but the inability of the Issuer to pay interest, principal or other amounts on or in connection with the Notes may occur for other reasons and the Issuer does not represent that the statements below regarding the risks of holding the Notes are exhaustive. Prospective investors should read the entire Information Memorandum. The following is a disclosure of risk factors that are material to the Notes in order to assess the market risk associated with these Notes and risk factors that may affect the Issuer's ability to fulfil its obligations under the Notes. Prospective investors should consider these risk factors before deciding to purchase Notes. The following statements are not exhaustive. Prospective investors should consider all information provided in this Information Memorandum and consult with their own professional advisers if they consider it necessary. In addition, investors should be aware that the risks described may combine and thus intensify one another. The occurrence of one or more risks may have a material adverse effect on the own funds, the financial position and the operating result of the Issuer.*

*Each of the risks highlighted below could have a material adverse effect on the business, operations, financial conditions or prospects of the Issuer or the Group, which in turn could have a material adverse effect on the amount of principal and interest which investors will receive in respect of the Notes. In addition, each of the risks highlighted below could adversely affect the trading price of the Notes or the rights of investors under the Notes and, as a result, investors could lose some or all of their investment.*

*Words and expressions defined in the section entitled "Terms and Conditions of the Notes" herein shall have the same meanings in this section. The order in which the following risks factors are presented is not an indication of the likelihood of their occurrence.*

### **1. RISK FACTORS RELATING TO THE ISSUER AND THE GROUP**

#### **1.1 Market risks**

The market risks affect the yield of the assets backing the own funds or the technical provisions of the Issuer or the Group. Market levels and returns on investment constitute a significant part of the overall profitability of the Group and fluctuations in financial markets may have a material effect on operating results.

Global debt and equity market have experienced historical levels of volatility (due in particular to an accommodating monetary policy by the European Central Bank) and the outlook is uncertain (such uncertainty being linked for example to energy price trend, currency risks, limited growth, various geopolitical tensions, etc.).

La Mondiale and its Group are exposed to the following market risks:

##### ***Risks related to fluctuations in interest rates***

Fluctuations in interest rates may affect the valuation of investments held, the conditions of future investments and the solvency measurement.

If the interest rates are low for a long time, investment could be affected in a sense that it would not match the liability requirement. A sustainable maintenance of interest rates at low levels may lead to

a significant decrease in the return of investment assets due to future investments at this low level. This could lead to a negative impact on the financial situation and solvency of the Issuer or the SGAM (as defined in the Issuer's description). This risk could also have an impact on the liquidity and cash levels of the Issuer. Interest rate risk arises from the difference between the cash flow profiles of assets and liabilities, as represented by the duration gap. In the event of a significant and rapid rise in interest rates, the performance gap with bank savings products creates a significant redemption risk on the euro fund, reducing the ability of the Issuer or the SGAM to increase the return on assets and remain competitive.

In addition, contracts marketed for individual savings and group or individual retirement plans offer euro-denominated products, for which the guarantee corresponds to a rate of return commitment to policyholders. The interest rate risk arises when, in a context of falling interest rates, financial income no longer enables the Issuer to pay policyholders the guaranteed level of remuneration, while at the same time deducting its financial and technical margins.

A combination of sustained near zero or negative interest rates for the shortest maturities followed by a significant increase of these interest rates could lead to higher redemption risk, unrealized capital losses on bonds or adverse consequences on the cash level of the Issuer. During periods when interest rates are going up, the price of fixed income securities tends to decrease and gains on sale of such securities are lower or losses greater. A significant rise in interest rates could lead to the surrender of savings contracts, even if the investment sensitive to interest rates (mainly bonds) may be at a loss. This could lead to the Issuer selling at loss in order to honour its surrenders. This risk is considered to be "significant".

As at 31 December 2023, the regulatory solvency ratio of the SGAM was 176%. A 50 basis points decrease in the interest rates would have had a negative impact of -5 points on the SGAM's solvency ratio, while a 50 basis points increase would have resulted in a negative impact of less than 1 point of the solvency ratio. In current market conditions, this risk is considered to be "significant".

### ***Credit risk***

La Mondiale is exposed to credit risk mainly through its financial assets, and securities lending.

This risk relates to the impact of potential adverse fluctuations in the value of financial assets on the credit standing of the Issuer and the Group. Such adverse fluctuations could impact the Issuer's ability to generate capital gains on the financial assets it holds and could lead the Issuer to set impairment to cover this risk.

An adverse fluctuation in the value of financial assets could have an impact on their future yield, which could result in a loss of competitiveness of the Issuer affecting the behaviour and commercial choice of insured clients.

The vast majority of the Group's bond portfolio is made up with Eurozone public and private issues, with a portfolio's average rating of A+ (calculated on the basis of the second highest rating from the three main rating agencies). As at 31 December 2023, over 54% of the portfolio was invested in issuers with a minimum rating of A+. Despite the quality of these ratings, given the current financial market background and global environment, this risk is considered to be "significant".

### ***Risks related to the variations in the value of investment assets***

A reduction in the value of the investment assets could impact the capacity of the Issuer to achieve capital gains and could even lead to impairment of certain assets. This could therefore have an impact on the future yields of the assets, with a loss of competitiveness, such as an increase in redemption rates. Such a development could also have unfavourable impacts on the solvency of the Issuer or the solvency determination.



Variations in interest rates and returns on equity markets may also have an impact on policyholders' behaviour, which may affect La Mondiale's business.

Investment risk on life insurance portfolios is sometimes borne by the policyholders in the case of unit-linked life insurance policies. In these cases, fluctuations of the price of underlying securities will directly or indirectly affect the financial results of the life insurance business operations.

In addition, La Mondiale invests part of its assets in shares and funds, which are generally exposed to volatility risks.

For instance, as at 31 December 2023, the percentage of the Issuer's investment portfolio (excluding unit-linked investments) invested in equities and funds was 8.5% (€3.1 billion), the percentage of the Issuer's portfolio invested in property was 8% (€2.9 billion) and the percentage of fixed income was 76% (€27.8 billion).

This risk is considered to be "significant".

### ***Real estate risk***

The Group is exposed to real estate risk, reflected by an inadequate return on assets (fall in income and/or realised capital gains) or a decrease in unrealised capital gains (or an increase in unrealised capital losses). In addition, given the current economic situation, real estate business could be adversely affected (i.e. negative impacts on rents and renegotiation of leases) which could as a result negatively impact the Group's real estate assets. Lower yields could have a moderate impact on the net income and a decrease in unrealised capital gains (or an increase in unrealised capital losses) could directly affect the Group's solvency. As at 31 December 2023, the Group's regulatory solvency ratio was 176%.

The Group's real estate assets are held mainly by subsidiaries in France. At 31 December 2023, real estate assets represented 8% of the Group's portfolio.

Real estate risk is considered to be "significant".

### ***Counterparty risk***

La Mondiale is exposed to counterparty risk with third parties, mainly financial institutions, with which it enters into various financial transactions.

The failure of any of its counterparties could have an effect on the financial situation of the Issuer but could also generate significant liquidity problems and cause other institutions to default.

The stability of financial institutions depends greatly on the trends in the markets. This risk can adversely affect the financial intermediaries, banks and depositories with which La Mondiale operates on a daily basis and which may therefore adversely affect its income, profit and solvency.

This risk is considered to be "moderate".

### ***Currency risk***

This risk relates to the sensitivity of assets to changes in the currency in which assets are recorded on the balance sheet. Since the bonds denominated in foreign currencies held by La Mondiale are hedged by currency swaps (which provides protection against exchange rate risk on this class of assets), La Mondiale mainly faces this risk by holding equity assets denominated in U.S. dollars, Yen, Sterling, Swiss Francs and other currencies. However, such equity assets are themselves marginal in La Mondiale's overall asset allocation. As a result, this risk is considered as "low".

### ***Liquidity risk***

There is a risk that La Mondiale cannot sell a financial asset at its true value or cannot sell it at all. La Mondiale also faces the risk that it cannot meet its obligations, such as being able to reimburse the policy holders requesting it.

The Group's activity is comprised of different types of products (such as provident, health, savings and pension). Such diversification enables the Group to have limited exposure to the liquidity risk. However, a fall in gross new cash inflows combined with an unfavourable economic climate for asset disposals could create an environment favourable to liquidity risk. The Group considers this risk to be "moderate".

## **1.2 Risks linked to the insurance business**

The Issuer and the Group are exposed to the following insurance risks:

### ***Surrender and transfer risk***

The Issuer may in the future be affected by significant changes in its financial condition linked to potential surrender of life insurance, pension and saving contracts or to transfers of group pension contracts to another insurer. Savings contracts include a surrender clause allowing policyholders to request reimbursement of all or part of their accumulated savings. Changes in economic and financial conditions can lead to an increase in surrenders higher than the forecasts used by the Issuer for asset liability management purposes, or even waves of large-scale surrenders. The surrender of a contract may lead the Issuer to disinvest from financial investments under unfavourable conditions, resulting in capital losses if the Issuer does not have sufficient liquidity to meet its commitment, and thus significantly altering the technical and financial balance of its portfolio. The surrender risk is predominant in an environment of rising interest rates and devaluation of bond assets.

This risk could negatively affect the liquidity and cash levels of the Issuer. Given the current competitive environment and regulatory changes affecting portfolios balances, this risk is considered to be "significant".

### ***Longevity and mortality risks***

The Issuer may be affected by significant changes in statistics of longevity and mortality of its policyholders.

Longevity risk, which is the risk that the number of deaths is less than expected, could lead the Issuer to distribute retirement or incapacity pensions to its insured clients for a period of time longer than expected.

Mortality risk, which is the risk that the number of deaths is higher than expected, could have an impact on savings portfolios and generate a significant decrease of the outstanding commitments resulting in a loss of revenues for the Issuer. The occurrence of mortality risk could also generate higher benefits related to death insurances.

The assessment of these risks is at the centre of underwriting in health and protection insurance, and may have an impact on the pricing and the provisions made by the Issuer. The occurrence of such risks may expose the Issuer to greater than expected liabilities, which may have a material adverse effect on its income, profit and solvency. These risks are considered by the Group to be "moderate".

### ***Risk relating to the management of fundraising in an uncertain economic climate***

In life insurance, there are two main types of fund offered in a policy: (i) euro-denominated products; for the insurer, the guarantee corresponds to a commitment to policyholders to pay a rate of return on the contract, and (ii) unit-linked products.

The Issuer guarantees its policyholders a number of securities, without committing itself to the value of these securities, which may fluctuate upwards or downwards. The market risk associated with changes in the prices of unit-linked products is therefore borne by policyholders. It is important to pay particular attention to trends in life insurance inflows, especially in a context of high and volatile interest rates. New inflows to the euro fund will boost asset yields by investing in higher-yield interest-rate products, but maintaining or improving technical margins requires a balance between the wealth available and the level of contract revaluation. It is a delicate balance between the speed of asset recovery, customer expectations and the ability to draw down a financial margin. Managing asset-liability balances over time therefore depends on effective management of these different levers.

The year 2023 was marked mainly by the inversion of the interest rate curve, with short-term rates above long-term rates from March 2023 onwards. Competition from short-term banking products was therefore very strong: forward accounts, for example, attracted net inflows from households of +€76.6bn in 2023 (compared with +€16.0bn in 2022 and – €2.3bn in 2021). In this context, net outflows on euro-denominated products increased to –€27.6bn compared with (– €21.0bn in 2022 and – €11.8bn in 2021), as their returns may appear less attractive in the face of these high short-term interest rates. By contrast, net unit-linked sales held up well (+€30.0bn in 2023), and remain very strong, even though they were slightly lower than in the previous two record years (€34.3bn in 2022 and €34.2bn in 2021).

In current market conditions, this risk is considered to be “very significant”.

### ***Reinsurance risk***

La Mondiale has exposure to its reinsurers through its reinsurance treaties. In such treaties, the other insurers assume part of the cost, losses and expenses associated with incidents, and losses whether or not carried over, in exchange for a proportion of the premiums. The ability to make a claim under, and the amount and cost of, the reinsurance depends on general market conditions and may vary significantly. Any decrease in the amount of reinsurance cover purchased will increase the risk of loss for the Issuer. When reinsurance is put in place, the Issuer remains liable for transferred risks if the reinsurer does not fulfil its obligations. Default by a reinsurer could therefore affect the Group’s profits and financial situation. This risk is considered as “moderate”.

### ***Provision risk***

This risk may arise if insufficient provision is made to meet commitments due to wrong assessment of available data, subsequent change of internal and external factors or inappropriate calculation parameters.

The occurrence of such a risk could negatively affect the financial results and solvency of the Issuer. The Issuer considers the risk of insufficient provisions as “low”.

### ***Financial risks related to the effects of climate change***

Climate change creates both physical and transitional risks. Physical risks are linked to the consequences of climate change: floods, drought, rising sea levels, heatwaves and violent winds. Transition risks are linked to changes in regulations and technology aimed at limiting global warming. These risks are addressed as part of the Group's responsible investment policy.

Environmental issues are taken into account through AG2R LA MONDIALE's climate policy, which has been strengthened in June 2023. Members of the Group (such as the Issuer) are subject to an assessment of their alignment with a maximum global warming scenario of 2°C in order to steer the implicit temperatures of asset portfolios on the basis of intermediate targets set for 2025 and 2030 at 2.6°C and 2.5°C respectively.

To reduce sustainability risk and negative impact, the portfolios exclude the financing of controversial activities such as the production, marketing or stockpiling of prohibited weapons (anti-personnel mines, cluster munitions, chemical or biological weapons), and the tobacco and coal sectors. Oil and gas companies involved in the production of non-conventional hydrocarbons will be completely excluded by 2030. From 2027, companies developing new oil or gas capacity will also be excluded.

Although measures are taken to mitigate these risks, the Group considers this risk as “moderate”.

### **1.3 Operational risks**

The Group defines operational risk as the risk of loss due to inappropriate or failure of procedures, individuals or systems or loss resulting from external events. This definition includes human errors, internal or external fraud and wilful misconduct, information systems failures, lack of data quality, human resources and skills risks, commercial disputes (relating in particular to outsourcing and suppliers), or accidents.

Main operational risks can be classified into the following categories:

#### ***Cyber risk***

The Group, like other companies, faces the risk of the inadequate adaption to new technologies and their operational implications (digitalisation, dematerialisation of processes, etc.), and in particular the risk of cybercrime. The steady increase in the number of security incidents (attempted hacking of information systems), a threat reinforced by the geopolitical conflict between Russia and Ukraine, as well as in the Middle East, demonstrates the potential scale of this cyber risk. While these threats have historically targeted banks and payment systems, they have now become organised with financial issues at stake, extending to all sectors of activity, including health and insurance establishments which have become major targets, with their large volumes of confidential personal data. A cyber-attack on its information systems could have the following prejudicial consequences to the Group: the disclosure of sensitive and personal data relating to insured persons (e.g., bank details, medical data), the deterioration of the Group's image, a loss of confidence on the part of the insured persons and potential judicial, administrative and/or disciplinary sanctions, which could result in a decline in turnover and profit. As a result, this risk could have a significant material impact on the Group's business and reputation. For the Group, cyber risk is considered to be “very significant”.

#### ***Risks relating to information systems***

The Group's business is closely dependent on its information systems, as its activities require it to process a large number of increasingly complex transactions and growing volumes of data. Software, hardware or service failures of a major partner or supplier or repeated failures could lead to errors or interruptions in the management, accounting and treasury systems. The risks relating to information systems include risks relating to the planning of systems development, risk of design, development and maintenance of applications, risks attached to the use of applications and software. Thanks to several actions taken, the Group considers this risk as “significant”.

## 1.4 Other risks

### ***Regulatory risks***

The Group is subject to extensive regulation and supervision in the jurisdictions in which it does business. Such regulation and control are subject to new regulatory or legislative provisions. New, or changes to, laws or regulations may have a significant impact on businesses, activities, sectors or markets. In some cases, regulation in one country may affect business operations in another country. As the amount and complexity of these regulations increase, the cost of compliance and the risk of non-compliance will also increase. If the Group does not meet regulatory or other requirements, the Group may suffer penalties including fines, suspension or cancellation of its insurance licenses which could adversely affect its ability to render its services and do business. In addition, significant regulatory action against it could have material adverse financial effects, cause significant reputational harm or harm its business prospects.

Regulatory changes may affect its existing and future businesses by, for example, causing customers to cancel or not renew existing policies or requiring it to change its range of products or to provide certain products (such as terrorism or flood cover where it is not already required) and services, redesign its technology or other systems, retrain its staff, pay increased tax or incur other costs. Insurance laws or regulations that are adopted or amended may be more restrictive than the Group's current requirements, and may result in higher costs, lead to the standardisation of offers, or limit its growth, which could lead to a termination risk and a change in behaviour of insured persons of the Group or otherwise adversely affect its operations.

In particular, the latest pension reform adopted in France in 2023 will have an impact on health and provident insurance claims, as the working population ages, and plans to transfer health insurance expenditure to supplementary health insurance organisations (*organismes complémentaires d'assurance maladie - Ocam*) or to introduce 100% health cover have not yet been fully implemented. As a result, resources have been deployed to strengthen the management of these risks (special vigilance, forward-looking studies, portfolio adjustments, etc.).

Given recent and anticipated regulatory developments, the Group considers this risk to be “moderate”.

### ***Risks relating to significant legal proceedings and litigation***

All insurance companies are exposed to litigation relating to claims on policies they underwrite. Accordingly, La Mondiale is currently involved in such legal proceedings relating to claims lodged by policyholders, some of which involve claims for substantial damages and other relief. Judicial decisions may expand coverage beyond the Issuer's pricing and reserving assumptions by widening liability on its policy wording or by restricting the application of policy exclusions. There can be no assurance that the outcome of any of its judicial proceedings will be covered by its existing provisions for outstanding claims or its reinsurance protections or that litigation would not otherwise have a material adverse effect on its businesses, financial condition and results of operations.

The provisions for litigation as at 31 December 2023 were of 51.2 million euros as set out in note 5.11.1 of the consolidated financial statements included the 2023 Financial Report (as defined in section “Information Incorporated by Reference”).

This risk is considered by the Issuer to be “moderate”.

### ***Risks relating to potential ratings downgrade of the Issuer***

The insurer financial strength rating of the Issuer is an important factor in establishing and maintaining its competitive position. The rating agency regularly reviews the Issuer's rating. Future downgrades in the rating (or the potentiality of such a downgrade) could, among other things, materially increase

(mainly regarding collective supplementary pension business) the number of policy cancellations and non-renewals, adversely affect relationships with the distributors of its products and services, including new sales of its products, and negatively impact the level of its premiums and adversely affect its ability to obtain reinsurance at reasonable prices or at all. This could adversely affect its businesses, financial condition, results of operations and its cost of capital.

Given the current financial condition of the Issuer, this risk is considered to be “moderate”.

### ***Competition risk***

The various markets on which the Issuer does business are subject to substantial competition in France. The consolidation in the global financial services industry has also enhanced the competitive position of some of its competitors compared to the Issuer by broadening the range of its products and services, and increasing their distribution channels.

La Mondiale’s competitors include other insurance companies and mutual fund companies, asset management firms and commercial and investment banks, many of which are regulated differently than the Issuer is and may be able to offer alternative products or more competitive pricing than La Mondiale.

As an insurance company, La Mondiale is significantly influenced by the adequacy of premium income relative to its risk profile and claims exposure, as well as the general level of business costs. In addition, development of alternative distribution channels for certain types of insurance products, including through Internet may result in increasing competition as well as pressure on margins for certain types of products. These competitive pressures could result in particularly as competitors seek to win market share, which could harm La Mondiale’s ability to market certain products profitably.

As an example of the current competitive environment, at the end of 2023, AG2R La Mondiale Group is 13<sup>th</sup> in savings life insurance ranking with a market share around 2% in a market dominated by banking groups’ insurances (67%). AG2R La Mondiale Group is number 2 in supplementary pensions (market share of 11.5%) with strong positions in both individual and groups contracts. AG2R La Mondiale Group is number 4 in protection (including number 3 in groups contracts) with a market share close to 6% (including 10% in groups contracts). AG2R La Mondiale Group is number 7 in health (market share of 5%) including number 5 in groups contracts (market share greater than 7%).

Consequently, competition risk is considered to be “moderate”.

### ***Reputational risk***

The Group has engaged significant resources to develop evaluation policies, procedures and methods to manage operational, liquidity, credit and market risks and plans to continue making efforts in this direction in the future.

However, the Group’s risk management strategies and techniques may not be entirely effective in mitigating exposure to risk in all market environments or against all types of risks, including those risks that the Group has not yet identified or anticipated.

If potential or existing customers believe that the risk management procedures and policies of the Group are not appropriate, the Issuer’s reputation (as well as its revenues and profits) may be adversely affected. This risk is considered “low”.

## **1.5 Risks related to the structure of the Group**

### ***Risks related to the Group's strategic partnerships***

To consolidate its presence in certain markets, the Group makes strategic investments, directly or through subsidiaries, in the form of partnerships. These strategic partnerships are a means for the Group to share its economic and financial risk. They may simply be commercial arrangements, such as a distribution agreement, or involve the investment of capital in a joint subsidiary.

Joint ownership and operating arrangements both reduce the Group's investment risk and act as an incentive for the effective participation and involvement of the partner.

Integrating these partnerships into the Group can sometimes take longer, be more difficult and require bigger teams of employees and managers than expected, and this may negatively affect consolidated earnings.

The constantly evolving nature of business means that there is no guarantee that the financial performance of acquirees or partners will come in on plan and big negative variances may result in impairment losses being recognised on goodwill or other intangible assets that will negatively impact the Group's financial position.

A partnership may have to be reviewed in the event of changes either to the project itself or to the local political and economic situation or the partner's own financial situation, or because of a disagreement between partners.

This risk is considered to be "moderate".

### ***Risks relating to the financial solidarity mechanisms***

La Mondiale is a member of SGAM, under which structure it has committed to financial solidarity with the members of SGAM as described under "Description of the Issuer". La Mondiale's financial position and solvency could be impacted should it be requested to participate in such financial solidarity. That solidarity may be activated within the limit of the assisting entity's solvency (such as the Issuer, as the case may be), as long as it does not prevent the assisting entity from fulfilling its regulatory requirements, including compliance with the solvency ratios. The risk that the financial solidarity mechanism within the Group has to be activated is limited given the actual solvency position of the entities within the SGAM. Consequently, this risk is considered to be "moderate".

## **2. RISK FACTORS RELATING TO THE NOTES**

In addition to the risks relating to the Issuer (including the default risk) that may affect the Issuer's ability to fulfil its obligations under the Notes, there are certain factors which are material for the purpose of assessing the risks associated with an investment in the Notes.

### **2.1 General Risks relating to the Notes**

#### ***Independent review and advice.***

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

Each prospective investor should consult its own advisers as to legal, tax, financial and related aspects of an investment in the Notes. A prospective investor may not rely on the Issuer or the Joint Bookrunners or any of their respective affiliates in connection with its determination as to the legality of its acquisition of the Notes or as to the other matters referred to above.

***Legality of purchase.***

Neither the Issuer, the Joint Bookrunners nor any of their respective affiliates has or assumes responsibility for the lawfulness of the acquisition of the Notes by a prospective investor, whether under the laws of the jurisdiction of its incorporation or the jurisdiction in which it operates (if different), or for compliance by that prospective investor with any law, regulation or regulatory policy applicable to it.

***Modification and waiver.***

The Terms and Conditions of the Notes contain provisions for Noteholders to consider matters affecting their interests generally to be adopted either through a general meeting or by unanimous consent following a written consultation. These provisions permit defined majorities to bind all Noteholders including Noteholders who did not attend and vote at the relevant general meeting, and Noteholders who voted in a manner contrary to the majority. General meetings or written consultations may deliberate on any proposal relating to the modification of the conditions of the Notes subject to the limitations provided by French law.

***Regulatory and legal investment considerations may restrict certain investments.***

The investment activities of certain investors are subject to legal investment laws and regulations, or review or regulation by certain authorities. Each potential investor should consult its legal advisers to determine whether and to what extent (1) the Notes are legal investments for it, (2) the Notes can be used as collateral for various types of borrowing and (3) other restrictions apply to its purchase or pledge of any Notes. Financial institutions should consult their legal advisers or the appropriate regulators to determine the appropriate treatment of the Notes under any applicable risk-based capital or similar rules.

***Taxation.***

Potential purchasers and sellers of the Notes should be aware that they may be required to pay taxes or documentary charges or duties in accordance with the laws and practices of the jurisdiction where the Notes are transferred or other jurisdictions. In some jurisdictions, no official statements of the tax authorities or court decisions may be available for financial instruments such as the Notes. Potential investors are advised to ask for their own tax adviser's advice on their individual taxation with respect to the acquisition, holding, disposal and redemption of the Notes. Only this adviser is in a position to duly consider the specific situation of the potential investor. This investment consideration has to be read in connection with the taxation sections of this Information Memorandum.

***Change of law.***

The Terms and Conditions of the Notes are based on French laws in effect as at the date of this Information Memorandum. No assurance can be given as to the impact of any possible judicial decision or change in French laws or administrative practice or in the official application or interpretation of French law after the date of this Information Memorandum.



### ***French insolvency law.***

The application of French insolvency law to an insurance company as the Issuer is subject to the prior permission of the relevant regulator before the opening of any safeguard, judicial reorganisation or liquidation procedures.

Directive (EU) 2019/1023 on preventive restructuring frameworks, on discharge of debt and disqualifications, and on measures to increase the efficiency of procedures concerning restructuring, insolvency and discharge of debt, and amending Directive (EU) 2017/1132 has been transposed into French law by the *Ordonnance* 2021-1193 dated 15 September 2021. Such *ordonnance*, applicable as from 1<sup>st</sup> October 2021, amends French insolvency laws notably with regard to the process of adoption of restructuring plans under insolvency proceedings (safeguard procedure (*procédure de sauvegarde*), accelerated safeguard procedure (*procédure de sauvegarde accélérée*) and judicial reorganisation proceedings (*procédure de redressement judiciaire*). According to this *ordonnance*, parties whose rights are affected by the proposed restructuring plan (“affected parties”) shall vote on the proposed plan be treated in separate classes. Classes shall be formed in such a way that each class comprises claims or interests with rights that reflect a sufficient commonality of interest based on verifiable criteria. Therefore, Noteholders will no longer deliberate on the proposed restructuring plan in a separate assembly, meaning that they will no longer benefit from a specific veto power on this plan. Instead, as any other affected parties, the Noteholders will be grouped into one or several classes (with potentially other types of creditors).

The decision of each class is taken by a two-third (2/3<sup>rd</sup>) majority of the voting rights of the participating members, no quorum being required. If the restructuring plan is approved by all classes of affected parties, the court ratifies the plan after verifying that certain statutory conditions are met. If the restructuring plan is not approved by all classes of affected parties, it can still be ratified by the court at the request of the Issuer or of the receiver with the Issuer’s consent and be imposed on dissenting classes through a cross-class cram down, under certain additional conditions.

For the avoidance of doubt, the provisions relating to the meeting of Noteholders described in Condition 13 (*Representation of the Noteholders*) will not be applicable to the extent they are not in compliance with compulsory insolvency law provisions that apply in these circumstances.

The commencement of insolvency proceedings against the Issuer would have a material adverse effect on the market value of Notes issued by the Issuer. In addition, the vote of the classes of affected parties and the decision of the court on the restructuring plan could negatively and significantly impact the Noteholders and cause them to lose all or part of their investment, should they not be able to recover all or part of the amounts due to them from the Issuer.

### ***Regulatory actions against the Issuer or an insurer in the Group in the event of resolution could materially adversely affect the value of the Notes.***

On 28 November 2017, the ordinance no 2017-1608 of 27 November 2017 (the Ordinance) establishing a resolution framework for insurers (*Ordonnance no 2017-1608 du 27 novembre 2017 relative à la création d'un régime de résolution pour le secteur de l'assurance*) was published, setting out the French legal framework providing effective resolution strategies for French insurers, which applies as from 1st July 2019.

The Ordinance is designed to provide the ACPR with a credible set of tools to intervene in an institution that is failing or likely to fail (as defined in the Ordinance) so as to ensure the continuity of the institution's critical financial and economic functions, while minimising the impact of the institution’s failure on the economy and financial system.

The Ordinance currently contains resolution tools which could be applied to the Issuer or any insurer within its Group: bridge institution, asset separation, intervention of an administrator (*administrateur de résolution*).

The implementation and applicability to the Issuer and the Group of such Ordinance and its implementing measures or the taking of any action pursuant to them could materially affect the rights of the Noteholders, the activity and financial condition of the Issuer and the Group, the value of the Notes and could lead to Noteholders losing some or all of the value of their investment in such Notes.

For the avoidance of doubt, the resolution powers do not currently contain any bail-in power, as for credit institutions under the bank recovery and resolution directive. However, the proposal from the European Commission for a directive on the recovery and resolution of insurance undertakings (IRRD) was adopted by the European Parliament on 23 April 2024 and provides for a bail-in power (see risk factor entitled “*Proposed EU Directive on Recovery and Resolution of Insurance Undertakings*” below). The IRRD has yet to be published and transposed into national law. When this text comes into force, Noteholders could be adversely affected if such a measure is triggered.

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

The Issuer will pay principal and interest on the Notes in EUR. This presents certain risks relating to currency conversions if a Noteholder's financial activities are denominated principally in a currency or currency unit (the **Noteholder's Currency**) other than EUR. These include the risk that exchange rates may significantly change (including changes due to devaluation of EUR or revaluation of the Noteholder's Currency) and the risk that authorities with jurisdiction over the Noteholder's Currency may impose or modify exchange controls. An appreciation in the value of the Noteholder's Currency relative to the EUR would decrease (a) the Noteholder's Currency-equivalent yield on the Notes, (b) the Noteholder's Currency equivalent value of the principal payable on the Notes and (c) the Noteholder's Currency-equivalent market value of the Notes.

Government and monetary authorities may impose (as some have done in the past) exchange controls that could adversely affect an applicable exchange rate. As a result, Noteholders whose financial activities are carried out or dependent principally in a currency other than EUR may receive less interest or principal than expected, or no interest or principal as measured in the Noteholder's Currency.

#### ***Liquidity risks and market value of the Notes.***

The development or continued liquidity of any secondary market for the Notes will be affected by a number of factors such as general economic conditions, political events in France or elsewhere, including factors affecting capital markets generally and the stock exchanges on which the Notes or the reference rate are traded, the financial condition and the creditworthiness of the Issuer and/or the Group, and the value of any applicable reference rate, as well as other factors such as the complexity and volatility of the reference rate, the method of calculating the return to be paid in respect of such Notes, the outstanding amount of the Notes, any redemption features of the Notes and the level, direction and volatility of interest rates generally. Such factors also will affect the market value of the Notes. Therefore, Noteholders may not be able to sell their Notes easily or at prices that will provide them with a yield comparable to similar investments that have a developed secondary market, and in certain circumstances such Noteholders could suffer loss of their entire investment.

***No active secondary market.***

The Notes may be designed for specific investment objectives or strategies and therefore may have a more limited secondary market and experience more price volatility than conventional debt securities.

In addition, Noteholders may not be able to sell Notes readily or at prices that will enable Noteholders to realise their anticipated yield. No investor should purchase Notes unless the investor understands and is able to bear the risk that the Notes will not be readily sellable, that the value of Notes will fluctuate over time and that such fluctuations will be significant.

The price at which a Noteholder will be able to sell the Notes prior to redemption by the Issuer may be at a discount, which could be substantial, from the issue price or the purchase price paid by such purchaser. The Issuer or its subsidiaries are entitled to buy the Notes, which shall then be cancelled or caused to be cancelled, and to issue further Notes which may or may not be assimilated to the Notes. Such transactions may favorably or adversely affect the price development of the Notes. If additional and competing products are introduced in the markets, this may adversely affect the value of the Notes.

## **2.2 Risks relating to the structure of the Notes**

***The Notes are subordinated obligations of the Issuer.***

The Issuer's obligations under the Notes in respect of principal, interest and other amounts, constitute direct, unconditional, unsecured Deeply Subordinated Obligations and rank and will rank (a) *pari passu* with all other present and future Deeply Subordinated Obligations of the Issuer, but (b) junior to all present and future *prêts participatifs* granted to the Issuer, *titres participatifs* issued by the Issuer, Ordinary Subordinated Obligations of the Issuer, Senior Subordinated Obligations and Unsubordinated Obligations of the Issuer and (c) senior to all present and future Mutual Certificates of the Issuer.

If any judgment is rendered by any competent court declaring the judicial liquidation (*liquidation judiciaire*) or, following an order of judicial rehabilitation (*redressement judiciaire*), the sale of the whole business (*cession totale de l'entreprise*) of the Issuer, or if the Issuer is liquidated for any reason, the rights of the Noteholders in respect of principal, interest (including any outstanding Additional Amount) will be subordinated to the payments of claims of other creditors of the Issuer (other than claims subordinated to the Notes or ranking *pari passu* with the Notes) including insurance companies and entities referred to in article R.322-132 of the French *Code des assurances* reinsured by the Issuer, and holders of insurance policies issued by such entities and creditors with respect to Unsubordinated Obligations, Senior Subordinated Obligations, Ordinary Subordinated Obligations, any *prêts participatifs* and *titres participatifs* granted to the Issuer but paid in priority to payments to holders of Mutual Certificates.

In the event of incomplete payment of creditors ranking senior to holders of the Notes (in the context of voluntary or judicial liquidation of the Issuer, bankruptcy proceedings or any other similar proceedings affecting the Issuer) the obligations of the Issuer in connection with the Notes and related interest will be terminated.

Thus, the Noteholders face a higher performance risk than holders of Unsubordinated Obligations of the Issuer.

***The Notes are of perpetual nature.***

The Notes have no fixed final redemption date and Noteholders have no right to call for the redemption of such Notes except if a judgment is issued for judicial liquidation (*liquidation judiciaire*) or if the Issuer is liquidated for any reason. Although the Issuer may redeem such Notes in certain circumstances there are limitations on its ability to do so.

Therefore, as the Notes do not have a fixed maturity, Noteholders should be aware that they may be required to bear the financial risks of an investment in such Notes for an indefinite period of time.

***The Issuer may and in certain circumstances is required to cancel Interest Payments – Cancelled interest payments shall not be due and shall not accumulate or be payable at any time thereafter and Noteholders shall have no rights thereto.***

On any Optional Cancellation Interest Payment Date (as defined in the Terms and Conditions of the Notes), the Issuer may, at its option, elect to cancel payment of all or part of the interest accrued to that date, and the Issuer shall not have any obligation to make such payment and any failure to pay shall not constitute a default by the Issuer for any purpose. It is the Issuer's current intention that, whenever exercising its discretion to cancel interest on the Notes, the Issuer will take into account, among other factors, the relative ranking of these instruments in the capital structure. However, the Issuer may depart from this approach at any time in its sole discretion, and under the Conditions interest amounts on the Notes could conceivably be cancelled.

In addition, on any Mandatory Cancellation Interest Payment Date (as defined in the Terms and Conditions of the Notes), the Issuer will be obliged to cancel payment of all or part (as applicable) of the interest accrued in respect of the Notes to that date (and any such non-payment shall not constitute a default or an event of default by the Issuer for any purpose), provided however that the relevant Interest Payment shall not be cancelled on a Mandatory Cancellation Payment Date in whole or in part (as applicable) in relation to such Interest Payment (or such part thereof) if, cumulatively:

- (i) the Mandatory Interest Cancellation Event is of the type described in paragraph (i) of the definition of Mandatory Cancellation Interest Payment Date;
- (ii) the Relevant Supervisory Authority has exceptionally waived the cancellation of the Interest Payment;
- (iii) the Relevant Supervisory Authority has confirmed to the Issuer that it is satisfied that payment of the Interest Payment would not further weaken the solvency position of the Issuer or SGAM; and
- (iv) the Minimum Capital Requirement will be complied with immediately following such Interest Payment, if made.

Any interest which is not paid on any Interest Payment Date will not accumulate or be payable at any time thereafter, and such non-payment will not constitute a default or an event of default by the Issuer for any purpose, and shall not give Noteholders any right to accelerate the Notes.

The cancellation of any interest payment may affect the market value of an investment in the Notes.

***Notes may be traded with accrued interest which may subsequently be subject to cancellation.***

The Notes may trade, and/or the prices for the Notes may appear, in trading systems with accrued interest. Purchasers of Notes in the secondary market may pay a price which reflects such accrued interest on purchase of the Notes. If an Interest Payment is cancelled (in whole or in part), a purchaser of Notes in the secondary market will not be entitled to the accrued interest (or part thereof) reflected in the purchase price of the Notes, which would cause the relevant Noteholders to receive less interest than initially anticipated and as a result to lose part of their investment in the Notes. This impact of the interest cancellation on the quotation of the Notes may also affect the ability to sell the Notes in the secondary market and as a result the value of the investment in the Notes.

***The level of the Issuer's Distributable Items is affected by a number of factors, and insufficient Distributable Items will restrict the Issuer's ability to make interest payments on the Notes.***

Interest on the Notes may only be paid out of the Issuer's Distributable Items (as defined in the "Terms and Conditions of the Notes").

The level of the Issuer's Distributable Items is affected by a number of factors, principally its ability to receive funds, directly or indirectly, from its operating subsidiaries in a manner which creates the Issuer's Distributable Items. Consequently, the future Issuer's Distributable Items, and therefore the Issuer's ability to make Interest Payments on the Notes, are a function of the existing Issuer's Distributable Items, future Group profitability and performance and the ability to distribute or dividend profits from the Issuer's operating subsidiaries up the Group structure to the Issuer. In addition, the Issuer's Distributable Items will also be reduced by the servicing of other debt instruments and payments made on equity instruments as further described in the risk factor entitled "The Issuer may and in certain circumstances is required to cancel Interest Payments – Cancelled interest payments shall not be due and shall not accumulate or be payable at any time thereafter and Noteholders shall have no rights thereto".

The ability of the Issuer's operating subsidiaries to pay dividends and the Issuer's ability to receive distributions and other payments from the Issuer's investments in other entities is subject to applicable local laws and other restrictions, including their respective regulatory, capital and leverage requirements, statutory reserves, financial and operating performance and applicable tax laws, and any changes thereto. These laws and restrictions could limit the payment of dividends, distributions and other payments to the Issuer by the Issuer's operating subsidiaries, which could in time restrict the Issuer's ability to fund other operations or to maintain or increase the Issuer's Distributable Items. The Issuer's Distributable Items as of 31 December 2023 amount to €476 million.

As a consequence, insufficient level of the Issuer's Distributable Items will restrict the Issuer's ability to make Interest Payments on the Notes and, therefore, this could have an adverse effect on the Noteholders which could lose part of the value of their investment in the Notes.

***No restriction on distributions.***

The Terms and Conditions of the Notes do not contain any restriction on the ability of the Issuer to distribute reserves or profits. This could decrease the profits that are available for distribution and therefore increase the likelihood of a cancellation of payments of interest.

***The principal amount of the Notes may be reduced to absorb losses and Noteholders may lose all or some of their investment as a result of a Write-Down.***

If a Trigger Event has occurred then the Issuer shall write-down each Note by reducing the Prevailing Principal Amount of such Note (in whole or in part, as applicable) by the Write-Down Amount on the Write-Down Date in accordance with the Write-Down procedure as further described in the "Terms and Conditions of the Notes – Principal Loss Absorption". In the case of any such reduction to the Prevailing Principal Amount of each Note, the Issuer's determination of the relevant amount of such reduction shall be binding on the Noteholders.

The Issuer's current and future outstanding junior securities might not include Write-Down or similar features with triggers comparable to those of the Notes. As a result, it is possible that the Notes will be subject to a Write-Down, while other junior securities remain outstanding and continue to receive payments.

The Issuer may determine that a Trigger Event has occurred on more than one occasion and each Note may be Written-Down on more than one occasion, it being specified that the Prevailing Principal Amount of a Note can be reduced to EUR 0.01.

Discretionary Reinstatement may apply at the full discretion of the Issuer, provided that certain conditions are met. However, Condition 7.3 (*Discretionary Reinstatement*) shall not apply to the extent that the existence of such provision would cause the occurrence of a Regulatory Event. The Issuer's ability to write-up the Principal Prevailing Amount of the Notes will depend on several conditions. These conditions may not be met and be disapplied including in the near future given the uncertainty as to how regulators interpret the current regulatory framework on reinstatement. In addition, the Issuer will not in any circumstances be obliged to write-up the Principal Prevailing Amount of the Notes. Any decision by the Issuer to effect or not to effect any Discretionary Reinstatement on any occasion shall not preclude it from effecting or not effecting any Discretionary Reinstatement on any other occasion.

In addition, in the event of voluntary or involuntary liquidation (liquidation amiable or *liquidation judiciaire*) of the Issuer, Noteholders' claims for principal will be based on the reduced Prevailing Principal Amount of the Notes. Further, if the Prevailing Principal Amount of the Notes has been Written-Down, interest shall accrue on such Written-Down Prevailing Principal Amount in accordance with the Terms and Conditions as from the relevant Write-Down Date and the Notes will be redeemable from the First Call Date and upon the occurrence of certain events, including a Withholding Tax Event, a Gross-Up Event, a Tax Deductibility Event, a Rating Methodology Event, a Regulatory Event or if the conditions to a Clean-up Redemption are met at the Prevailing Principal Amount, which will be lower than the Principal Amount.

***The SCR Ratio and Minimum Capital Requirement Ratio will be affected by the Issuer's and/or SGAM's business decisions and, in making such decisions, the Issuer's interests may not be aligned with those of the Noteholders.***

The SCR Ratio and Minimum Capital Requirement ratio could be affected by a number of factors. They will also depend on the Group's (or SGAM's) decisions relating to its businesses and operations, as well as the management of its capital position. The Issuer will have no obligation to consider the interests of the Noteholders in connection with the strategic decisions of the Group, including in respect of capital management. Noteholders will not have any claim against the Issuer or any other member of the Group relating to decisions that affect the business and operations of the Group or SGAM, including its capital position, regardless of whether they result in the occurrence of a Trigger Event that in turn might result in a Write-Down of the Notes or a cancellation of interest payments. Such decisions would likely negatively impact the value of the Notes.

***The occurrence of the Trigger Event may depend on factors outside of the Issuer's control.***

A Trigger Event shall occur if the Issuer determines that any of the following has occurred: (a) the amount of own funds eligible to cover the Solvency Capital Requirement of the Issuer, or SGAM (as the case may be) determined under the Applicable Supervisory Regulations is equal to or less than 75 per cent. of the Solvency Capital Requirement; or (b) the amount of own funds eligible to cover the Minimum Capital Requirement of the Issuer, or SGAM (as the case may be) determined under the Applicable Supervisory Regulations is equal to or less than the Minimum Capital Requirement; or (c) the amount of own funds eligible to cover the Solvency Capital Requirement of the Issuer or SGAM (as the case may be) has been less than the Solvency Capital Requirement (but not less than 75 per cent.) for a continuous period of three months (commencing on the date on which non-compliance with such Solvency Capital Requirement was first observed).

The occurrence of a Trigger Event and related Write-Down is not entirely predictable and depends on a number of factors, some of which may be outside of the Issuer's control, including actions that the Issuer is required to take at the direction of the Relevant Supervisory Authority and regulatory changes. Accordingly, the trading behaviour of the Notes may not necessarily follow the trading behaviour of other types of subordinated securities, including the Issuer's other subordinated debt securities. Any indication that the Issuer or SGAM may be at risk of failing to meet its Solvency Capital Requirement

or Minimum Capital Requirement may have an adverse effect on the market price and liquidity of the Notes. All these factors could cause Noteholders to lose all or part of their investments in the Notes.

***Restrictions on redemption and purchase, may delay exercise of any optional redemption.***

The Notes may not be redeemed or purchased by the Issuer pursuant to any of the redemption or purchase provisions referred to in the Terms and Conditions of the Notes unless the Conditions to Redemption and Purchase set out in Condition 6.9 (*Conditions to Redemption and Purchase*) are satisfied. In particular no redemption or purchase of the Notes can take place if (subject to certain conditions) a Regulatory Deficiency has occurred and is continuing on the due date for redemption or purchase (or such redemption or purchase would itself cause a Regulatory Deficiency) or an Insolvent Insurance Affiliate Winding-up has occurred and is continuing (to the extent required under the Applicable Supervisory Regulations in order for the Notes to be treated under the Applicable Supervisory Regulations as "tier one" own funds regulatory capital), except in limited circumstances.

Moreover, if the Issuer issues Further Notes pursuant to Condition 15 (*Further Issues*), the restriction to limit the redemption or purchase of the Notes during the 5-year period following the Issue Date in accordance with Condition 6 (*Redemption and Purchase*) will be extended until after the fifth (5th) anniversary of the issue date of the last tranche of such Further Notes unless further conditions are satisfied (see Condition 6.9 (*Conditions to Redemption and Purchase*)).

The suspension of redemption or purchase of the Notes does not constitute a default under the Notes for any purpose and does not give Noteholders any right to take any enforcement action under the Notes. The satisfaction of the Conditions to Redemption and Purchase may delay the date on which the Notes are effectively redeemed and such delay may have a material adverse effect on the value of the Notes and on any decision of a Noteholder to reinvest the expected redemption proceeds of the Notes.

***Early redemption risk.***

Subject to the satisfaction of the Conditions to Redemption and Purchase and subject to the Prior Approval of the Relevant Supervisory Authority, the Issuer may, at its option, redeem the Notes in whole, but not in part.

The Issuer may also, at its option but subject to satisfaction of the Conditions to Redemption and Purchase and to the Prior Approval of the Relevant Supervisory Authority, redeem the Notes upon the occurrence of certain events, including a Gross-up Event, a Withholding Tax Event, a Tax Deductibility Event, a Regulatory Event, a Rating Methodology Event or if the conditions to a Clean-up Redemption are met, all as further described in "*Terms and Conditions of the Notes - Redemption and Purchase*".

For the purposes of any redemption at the option of the Issuer due to a Regulatory Event, each Noteholder, by acquiring and holding any Note, should be aware that ongoing discussions on the interpretation of regulatory requirements for reinstatement mean that no assurance can be given that a Regulatory Event would not occur as a result of the existence of Condition 7.3 (*Discretionary Reinstatement*) despite the fact that such Condition 7.3 (*Discretionary Reinstatement*) provides for an automatic disapplication if its existence would cause a Regulatory Event.

Such redemption options will be made at the Base Call Price, being equivalent to the Prevailing Principal Amount of the Notes together with (to the extent that such interest has not been cancelled in accordance with the Conditions) any accrued and unpaid interest up to the date fixed for redemption.

The early redemption of the Notes at the option of the Issuer may negatively affect the market value of the Notes. During any period when the Issuer may elect to redeem the Notes, the market value of

the Notes generally will not rise substantially above the price at which they can be redeemed. This may also be true prior to the First Call Date.

The Issuer may also be expected to redeem the Notes when its cost of borrowing is lower than the interest rate on the Notes. Noteholders may not be able to reinvest the amounts received upon redemption at a rate that will provide the same return as their investment in the Notes. Potential investors should consider reinvestment risk in light of other investments available at that time.

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

The Terms and Conditions of the Notes do not provide for events of default allowing acceleration of the Notes if certain events occur (except in case of liquidation of the Issuer). Accordingly, if the Issuer fails to meet any obligations under the Notes, including the payment of any interest, Noteholders will not have the right of acceleration of principal. Upon a payment default, the sole remedy available to Noteholders for recovery of amounts owing in respect of any payment of principal or interest on the Notes will be the institution of judicial 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.

Because of the "tier 1" nature of the Notes, in contrast to most senior bonds, Noteholders will be less protected if the Issuer is in default of any payment obligations under the Notes. The absence of events of default materially affects the position of Noteholders compared to other creditors (including holders of senior bonds) of the Issuer and may result in delay in receiving the amounts due and payable under the Notes.

***No limitation on issuing or guaranteeing debt ranking senior to or pari passu with the Notes and no negative pledge***

There are no restrictions under the Notes on the amount of debt which the Issuer or any member of the Group may incur or guarantee. The Issuer and its subsidiaries and affiliates (including SGAM) may incur without limitation additional indebtedness or grant guarantees in respect of indebtedness of third parties, including indebtedness or guarantees that rank *pari passu* or senior to the obligations of the Issuer under or in connection with the Notes. In addition, the Notes do not contain any "negative pledge" or similar clause, meaning that the Issuer and/or its subsidiaries and affiliates may pledge its or their assets to secure other obligations without granting similar security in respect of the Notes in favour of the Noteholders. Investor in the Notes should be aware of this differentiating component as compared to most senior bonds because of the Tier 1 nature of the Notes.

Pursuant to Article L. 327-2 of the French Code des assurances, a lien (*privilège*) over the assets of the Issuer is granted for the benefit of the Issuer's policyholders (*sociétaires*). Noteholders, even if they are policyholders (*sociétaires*) of the Issuer, do not have the benefit of such lien in relation to any amounts which may be due to them under the Notes.

***No gross-up obligation unless a Tax Alignment Event has occurred.***

If French law should require any withholding or deduction for, or on account of, any present or future taxes, duties, assessments or governmental charges of whatever nature, the Issuer shall not pay such additional amounts as would be necessary for each Noteholder, after such withholding or deduction, to receive the full amount then due and payable thereon in the absence of such withholding or deduction unless a Tax Alignment Event has occurred and is continuing (as more fully described under "*Terms and Conditions of the Notes – Taxation*").



***The Issuer will not be required to redeem the Notes if it is prohibited by French law from paying additional amounts.***

In the event that the Issuer is required to withhold amounts in respect of French taxes from payments of interest on the Notes, the Terms and Conditions of the Notes provide that, subject to certain exceptions, the Issuer will pay additional amounts so that the Noteholders will receive the amount they would have received in the absence of such withholding as further described in the risk factor above entitled “No gross-up obligation unless a Tax Alignment Event has occurred”. Under French tax law, there is some uncertainty as to whether the Issuer may pay such additional amounts. French debt instruments typically provide that, if an issuer is required to pay additional amounts but is prohibited by French law from doing so, the Issuer must redeem the debt instruments in full. The Notes are intended to be eligible to Tier 1 Own Funds and do not include mandatory redemption clauses since they are not permitted for Tier 1 instruments such as the Notes under Article 71.1(h) of the Commission delegated regulation (EU) 2015/35 of 10 October 2014, as amended. As a result, the Terms and Conditions of the Notes provide for redemption at the option of the Issuer in such a case (subject to approval of the Relevant Supervisory Authority), but not for mandatory redemption. If the Issuer does not exercise its option to redeem the Notes in such a case, Noteholders will receive less than the full amount due under the Notes, and the market value of the Notes will be adversely affected.

***Restrictions on right to set-off.***

Subject to applicable law, no Noteholder who is indebted to the Issuer will be entitled to exercise any right of set-off or counterclaim against moneys owed to the Issuer in respect of such indebtedness.

***Credit ratings may not reflect all risks.***

The Notes have been rated BBB by S&P. The rating may not reflect the potential impact of all risks related to structure, market, additional factors discussed in this section, and other factors that may affect the value of the Notes. A credit rating is not a recommendation to buy, sell or hold securities and may be revised or withdrawn by the rating agency at any time. In addition, rating agencies other than Standard & Poor's Rating Services could seek to rate the Notes and if such unsolicited ratings are lower than the comparable ratings assigned to the Notes by S&P, those unsolicited ratings could have an adverse effect on the value and the marketability of the Notes.

***Any decline in the credit ratings of the Issuer may affect the market value of the Notes.***

S&P has assigned a “A” (stable outlook) long-term senior, unsecured debt rating to the Issuer. S&P or any other rating agency may change its methodologies for rating securities with features similar to the Notes in the future. This may include the relationship between ratings assigned to an issuer's senior securities and ratings assigned to securities with features similar to the Notes, sometimes called “notching”. If the rating agencies were to change their practices for rating such securities in the future and the ratings of the Notes were to be subsequently lowered or withdrawn, this may have a negative impact on the trading price of the Notes.

***Interest rate risk.***

The Notes bear interest at a fixed rate from (and including) the Issue Date, to (but excluding) the First Reset Date, therefore investment in the Notes involves the risk that subsequent changes in market interest rates may adversely affect the value of the Notes. While the nominal interest rate of the Notes is fixed, the current interest rate on the capital market (market interest rate) typically changes on a daily basis. As the market interest rate changes, the market value of the Notes would typically change in the opposite direction. If the market interest rate increases, the market value of the Notes would typically fall, until the yield of the Notes is approximately equal to the market interest rate. If the market interest rate decreases, the market value of the Notes would typically increase, until the yield

of the Notes is approximately equal to the market interest rate. Movements of the market interest rate can adversely affect the market value of the Notes and can lead to losses for the Noteholders if they sell Notes during the period in which the market interest rate exceeds the fixed rate of the Notes. Any future market volatility in interest rates may have an adverse effect on the market value of the Notes.

Following the First Reset Date, interest on the Notes shall be reset on each Reset Date (as defined in the Terms and Conditions of the Notes) on the basis of the prevailing 5-year Mid-Swap Rate (as defined in the Terms and Conditions of the Notes). While the Margin remains unaffected by a reset and remains unchanged until redemption of the Notes, the 5-year Mid-Swap Rate will change over time. As a result, the Reset Rate of Interest (as defined in the Terms and Conditions of the Notes) in relation to a relevant Interest Period may be lower than the initial Rate of Interest or than a Reset Rate of Interest applicable to a previous Interest Period and may adversely affect the yield of the Notes. As a consequence, interest income on the Notes following the First Reset Date cannot be anticipated. Due to varying interest income and the possibility of discretionary or mandatory cancellation of interest payments, investors are not able to determine a definite yield to maturity of the Notes at the time they purchase them, so that their return on investment cannot be compared with that of investments having pre-determined fixed interest and no interest calculation.

***Risks relating to the application and changes to the Applicable Supervisory Regulations.***

The Notes are issued for capital adequacy regulatory purposes with the intention that all the proceeds of the Notes be eligible, (x) for the purpose of the determination of its solvency margin or capital adequacy levels under the Applicable Supervisory Regulations or (y) as at least restricted tier one own funds regulatory capital (or whatever the terminology employed by the Applicable Supervisory Regulations) for the purposes of the determination of its regulatory capital under the Applicable Supervisory Regulations, except, in each case, as a result of the application of the limits on inclusion (on a solo or group-level basis) of such securities in, respectively, its solvency margin or own funds regulatory capital, as the case may be.

The Solvency II Directive 2009/138/EC was implemented under French law and has entered into force on January 1, 2016. The European Commission's Solvency II Delegated Regulation 2015/35 supplementing Solvency II came into force on January 18, 2015 and is directly applicable to the relevant insurance and reinsurance undertakings in the European Union. This regulation was modified by the Commission's Delegated Regulation (EU) 2019/981 dated March 8, 2019, which entered into force on July 8, 2019. The effect of the implementing measures related to the Solvency II requirements could have adverse consequences on the Noteholders. In particular:

- the Issuer will be obliged to cancel interest payments if the own funds regulatory capital (or, if different, whatever terminology is employed to denote such concept by the then Applicable Supervisory Regulations) of the Issuer and/or the SGAM is not sufficient to cover its capital requirement;
- in the same circumstances, the redemption or purchase of Notes will be only permitted subject to the Prior Approval of the Relevant Supervisory Authority.

Even though "level two" implementation measures have been enacted and "level three" have been released, such implementation measures and guidelines may be amended, supplemented or superseded. Moreover, the interpretation by the regulators, including the French *Autorité de contrôle prudentiel et de résolution* (ACPR), of these "level two" implementation measures and/or "level three" guidance and the manner in which they may apply them to the Issuer and/or the SGAM may not be harmonised and/or may change overtime.

Any change that may occur in the interpretation and/or application of Solvency II Directive in France subsequent to the date of this Information Memorandum and/or any subsequent change to such rules

may individually and/or in aggregate adversely affect the calculation of the Issuer's and/or SGAM's Solvency Capital Requirement (or, if different, whatever terminology is employed to denote such requirement by the then Applicable Supervisory Regulations) and may result in more onerous regulatory capital requirements for the Issuer and/or the SGAM and thus increase the risk of cancellation of Interest Payments, the occurrence of a Regulatory Event and subsequent redemption of the Notes by the Issuer, or a Trigger Event occurring, as a result of which a Noteholder could lose all or part of the value of their investment in the Notes.

A Regulatory Event occurs if as a result of a notification by the Relevant Supervisory Authority, the Notes would not be treated at least as tier 1 own funds regulatory capital. This includes (without limitation) an event where the Applicable Supervisory Regulations are supplemented or amended in relation to provisions specifically governing internationally active insurance groups (IAIG) and/or global systemically important insurers (G-SII), and where, following such supplement and/or amendment, the Notes would likely not or no longer be recognised in full as own-funds items of the highest tier available for subordinated instruments pursuant to such provisions, including after the expiration of transitional rules, if any. The Solvency II Directive is currently subject to international regulatory guidance and reform proposals. For example, on September 22, 2021, the European Commission published its proposed directive amending the Solvency II Directive with respect to, among others, supervision, reporting, macro-prudential tools and sustainability risks, the European Parliament adopted on 23 April 2024, the final text on the aforementioned proposal. The text must now be formally adopted by the Council of the European Union before being published in the Official Journal of the European Union. As the transposition of the text will take place 24 months after the publication of the directive and will come into application 24 months and 1 day after the publication of the directive, Solvency 2 Refit therefore may apply at the earliest in Q3 2026.

***Risks relating to the reform and regulation of “benchmarks”.***

From (and including) the First Reset Date to (but excluding) the date of redemption of the Notes, the Notes shall bear interest on their principal amount at a fixed rate which shall be equal to the relevant 5-year Mid-Swap Rate (as defined in Condition 1 (*Definitions*) of the Terms and the Conditions of the Notes) plus the relevant Margin. The 5-year Mid-Swap Rate and the 6-month EURIBOR rate (on which the floating leg of the 5-year Mid-Swap Rate is based) constitute benchmarks for the purposes of Regulation (EU) 2016/1011, as amended (the **Benchmarks Regulation**).

Interest rates and indices which are deemed to be “benchmarks” (such as the 5-year Mid-Swap Rate and the 6-month EURIBOR rate) are the subject of recent national and international regulatory guidance and proposals for reform. Some of these reforms are already effective whilst others are still to be implemented. These reforms may cause such benchmarks to perform differently than in the past, disappear entirely, be subject to revised calculation methods, or have other consequences which cannot be predicted. Any of the latter consequences could have a material adverse effect on any Notes linked to or referencing such a “benchmark”.

Benchmarks Regulation applies to the provision of benchmarks, the contribution of input data to a benchmark and the use of a “benchmark” within the EEA. Notwithstanding the provisions of Condition 5.4 (*Benchmark Event*), which seek to offset any adverse effects for the Noteholders, the Benchmarks Regulation could have a material impact on the Notes, including in any of the following circumstances:

- the Reset Rate (or any successor or alternative rate) could not be used by a supervised entity in certain ways if its administrator does not obtain authorisation or registration or, if based in a non-EU jurisdiction, the administrator is not recognised as equivalent or recognised or endorsed and the transitional provisions do not apply; and
- if the methodology or other terms of the Reset Rate (or any successor or alternative rate) could be changed in order to comply with the requirements of the Benchmarks Regulation, and such

changes could, among other things, have the effect of reducing or increasing the rate or level or otherwise affecting the volatility of the published rate or level of the EURIBOR and, in turn of the 5-year Mid-Swap Rate and, as a consequence, Noteholders could lose part of their investment.

More broadly, any of the international or national reforms or the general increased regulatory scrutiny of “benchmarks”, could increase the costs and risks of administering or otherwise participating in the setting of a “benchmark” and complying with any such regulations or requirements.

Such factors may have the following effects on certain EURIBOR and, in turn of the 5-year Mid-Swap Rate: (i) discourage market participants from continuing to administer or contribute to the “benchmarks”, (ii) trigger changes in the rules or methodologies used in the “benchmarks” or (iii) lead to the disappearance of the “benchmarks”.

Any of the above changes or any other consequential changes as a result of international or national reforms or other initiatives or investigations, could have a material adverse effect on the value of and return on the Notes.

If a benchmark were discontinued or otherwise unavailable, the rate of interest on Notes which are linked to or which reference such benchmark will be determined for the relevant period by the fallback provisions applicable to such Notes (please refer to the risk factor entitled “*The occurrence of a Benchmark Event could have a material adverse effect on the value of and return on the Notes*”). However, such fallback provisions may be deviated from if deemed unsuitable by the relevant national authority, as further explained below. Depending on the manner in which a benchmark is to be determined under Condition 5.4, this may, in certain circumstances, result in the effective application of a fixed rate based on the rate which applied for the immediately preceding Interest Period for which the benchmark was available. Any of the foregoing could have a material adverse effect on the value or liquidity of, and return on, the Notes.

Regulation (EU) 2019/2089 of the European Parliament and of the Council of 27 November 2019 has amended the existing provisions of the Benchmarks Regulation by extending the transitional provisions applicable to material benchmarks and third-country benchmarks until the end of 2021. The existing provisions of the Benchmarks Regulation were further amended by Regulation (EU) 2021/168 of the European Parliament and of the Council of 10 February 2021 (the **Amending Regulation**), which applies as from 13 February 2021.

The Amending Regulation introduces a harmonised approach to deal with the cessation or wind-down of certain benchmarks (such as EURIBOR) by conferring the power to designate a statutory replacement for certain benchmarks on the European Commission, such replacement being limited to contracts and financial instruments which contain no fallback provision or no suitable fallback provisions before the date of cessation of the benchmark concerned. However, there are still uncertainties as to the exact implementation of this provision pending the implementing acts taken by the European Commission. In addition, the transitional provisions applicable to third-country benchmarks have been extended until the end of 2025 by Commission Delegated Regulation (EU) 2023/2022 of 14 July 2023.

Such developments may create uncertainty regarding any future legislative or regulatory requirements arising from the implementation of delegated regulations. These provisions could have a negative impact on the value or liquidity of, and return on, the Notes in the event that the fallback provisions in the Terms and Conditions of the Notes are deemed unsuitable.

***The occurrence of a Benchmark Event could have a material adverse effect on the value of and return on the Notes***

The Terms and Conditions of the Notes provide that the 5-year Mid-Swap Rate shall be determined by reference to the Screen Page (or its successor or replacement). In circumstances where the Original Reference Rate (as defined in Condition 5.4 (*Benchmark Event*)) is discontinued, neither the Screen Page, nor any successor or replacement may be available. Where the Screen Page is not available, and no successor or replacement for the Screen Page is available, the Terms and Conditions of the Notes provide for the 5-year Mid-Swap Rate to be determined by the Calculation Agent by reference to quotations from banks communicated to the Calculation Agent. If such quotations are not available, the 5-year Mid-Swap Rate applicable to the next succeeding Interest Rate Period shall be equal to the last 5-year Mid-Swap Rate available on the Screen Page as determined by the Calculation Agent.

If a Benchmark Event occurs, the Issuer shall use its reasonable endeavours to appoint an Independent Adviser (as defined in Condition 5.4 (*Benchmark Event*)). The Independent Adviser shall endeavour to determine a Successor Rate or Alternative Rate to be used in place of the Original Reference Rate, in accordance with the Terms and Conditions of the Notes.

Such Successor Rate or Alternative Rate (and any Adjustment Spread and Benchmark Amendments, as the case may be) will (in the absence of manifest error or bad faith) be final and binding, and no consent of the Noteholders shall be required in connection with effecting any replacement rate, any other related adjustments and/or amendments to the Terms and Conditions of the Notes (or any other document) which are made in order to effect such replacement rate.

The Successor Rate or Alternative Rate in accordance with the Terms and Conditions of the Notes 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, the Successor Rate or Alternative Rate may perform differently from the discontinued benchmark. This could significantly affect the performance of an alternative rate compared to the historical and expected performance the relevant benchmark. Any adjustment factor applied to the Notes may not adequately compensate for this impact. This could in turn impact the rate of interest on, and trading value of, the Notes and Noteholders may receive lower return on the Notes than anticipated at the time of the issue.

Notwithstanding the fallback provisions relating to Benchmark Events discussed above, no replacement rate will be adopted, nor will the applicable adjustment spread be applied (in particular any Margin adjustment), nor will any other related adjustments and/or amendments to the Terms and Conditions of the Notes be made, if and to the extent that, in the determination of an authorised officer of the Issuer, the same would cause the Notes to cease qualifying as Tier 1 Own Funds of the Issuer or as other equivalent regulatory capital of the Issuer under the relevant rules.

If the Issuer is unable to appoint an Independent Adviser or if the Independent Adviser is unable to or otherwise does not advise the Issuer a Successor Rate or Alternative Rate for any Reset Rate Determination Date, the 5-year Mid-Swap Rate for the relevant Interest Rate Period will be equal to the last 5-year Mid-Swap Rate available on the Screen Page as determined by the Calculation Agent. In such circumstances, notwithstanding the ability for the Issuer to elect to re-apply the provisions of Condition 5.4 (*Benchmark Event*) mutatis mutandis on one or more occasions until a Successor Rate or Alternative Rate has been determined, this could result in the effective application of a fixed rate to the Notes. As a consequence, the Noteholders may receive less than they would have received in the absence of a Benchmark Event.

### ***Proposed EU Directive on Recovery and Resolution of Insurance Undertakings.***

On 22 September 2021, the European Commission published a proposed directive on the recovery and resolution of insurance undertakings (**IRRD**). On 23 April 2024, the European Parliament definitively adopted the final compromise text for the IRRD (proposal for a Directive of the European Parliament and of the Council establishing a framework for the recovery and resolution of insurance and reinsurance undertakings and amending Directives 2002/47/EC, 2004/25/EC, 2007/36/EC, 2014/59/EU, (EU) 2017/1132 and Regulations (EU) No 1094/2010, (EU) No 648/2012, (EU) No 806/2014 and (EU) 2017/1129).

The proposed IRRD is similar to a directive applicable to the recovery and resolution of banks in Europe. If adopted in its current form, it would provide for (i) a variety of preventive measures to minimize the likelihood of insurance undertakings requiring public financial support, and (ii) the initiation of resolution procedures for insurance undertakings that are failing or likely to fail, where there is no prospect that private sector alternatives or supervisory measures would prevent the failure. The proposed IRRD provides, in case of resolution, for the application of a number of resolution tools, including in particular the write-down and conversion tool, which would allow resolution authorities to write-down or convert to equity capital instruments and certain liabilities of insurance undertakings. The tool would apply first to equity instruments and Tier 1 Capital securities (such as the Notes), then tier 2 capital securities, then tier 3 capital securities and then to other instruments with a higher ranking in liquidation, which would follow the priority of claims applicable under normal insolvency proceedings, pursuant to article 38 IRRD. As at 31 December 2023, Tier 1 unrestricted instruments issued by the Issuer available to meet the Solvency Capital Requirement of the Issuer and still outstanding amounted to €4,793 million, Tier 1 restricted instruments issued by the Issuer available to meet the Solvency Capital Requirement of the Issuer and still outstanding amounted to €1,198 million, the tier 2 capital securities issued by the Issuer available to meet the Solvency Capital Requirement of the Issuer and still outstanding amounted to €1,348 million, and the tier 3 capital securities issued by the Issuer available to meet the Solvency Capital Requirement of the Issuer and still outstanding amounted to €469 million.

If the provisions regarding the resolution tools, including the bail-in tool, within the proposed IRRD are published in the EU Official Journal in their current form, Noteholders could be affected and lose all or part of their investment in the Notes if the Issuer were to experience financial difficulty and be failing or likely to fail. In addition, if the Issuer's financial condition deteriorates, or is perceived to deteriorate, the existence of these powers could cause the market value and/or the liquidity of the Notes to decline more rapidly than would be the case in the absence of such powers.

Given that IRRD is expected to apply from the second half of 2026, the precise impact of the changes to the current framework on the Issuer, on other insurance undertakings in Europe and on regulatory capital instruments issued by the Issuer (including the Notes), may deviate from the impact anticipated as of the date of this Information Memorandum. Accordingly, it is not possible to foresee exactly how, or precisely when, the key proposals of the IRRD will translate into changes to the current framework and their precise impact on the Issuer and other insurance undertakings in Europe, and on regulatory capital instruments issued by the Issuer, including the Notes, it being specified that the conversion of eligible liabilities into capital instruments may only be applied to insurance claims where the resolution authority justifies that the resolution objectives cannot be achieved through other resolution tools, or that the conversion of insurance claims would lead to a better protection for policy holders compared to the use of any other resolution tool and the write-down of their claims. Any such measures may not be implemented as currently foreseen. As a result, this could have an adverse effect on the interests of the Noteholders.

## GENERAL DESCRIPTION OF THE NOTES

*This overview is a general description of the Notes and is qualified in its entirety by the remainder of this Information Memorandum. It does not, and is not intended to, constitute a summary of this Information Memorandum. For a more complete description of the Notes, including definitions of capitalised terms used but not defined in this section, please see "Terms and Conditions of the Notes".*

<b>Issuer:</b>	La Mondiale.
<b>Description:</b>	EUR500,000,000 Perpetual Fixed Rate Resettable Restricted Tier 1 Notes (the <b>Notes</b> )
<b>Global Coordinator and Structuring Advisor:</b>	Natixis
<b>Joint Bookrunners</b>	Banco Bilbao Vizcaya Argentaria, S.A. Barclays Bank Ireland PLC Natixis Société Générale
<b>Fiscal Agent and Principal Paying Agent:</b>	BNP Paribas
<b>Aggregate Principal Amount:</b>	EUR500,000,000
<b>Denomination:</b>	EUR100,000 per Note
	<b>Principal Amount</b> means in respect of each Note, EUR100,000, being the principal amount of each Note on the Issue Date (as defined below).
	<b>Prevailing Principal Amount</b> means the Principal Amount as reduced from time to time by any Write-Down and as increased from time to time by any Discretionary Reinstatement.
<b>Issue Date:</b>	17 July 2024
<b>Issue Price:</b>	100 per cent.
<b>No Fixed Maturity Date:</b>	The Notes are perpetual notes in respect of which there is no maturity date.
<b>First Call Date:</b>	17 January 2034
<b>First Reset Date:</b>	17 July 2034
<b>Form of the Notes:</b>	The Notes are issued in dematerialised bearer form ( <i>au porteur</i> ) and will at all times be evidenced in book-entry form ( <i>inscription en compte</i> ) in the books of the Account Holders (as defined below). No physical documents of title (including <i>certificats représentatifs</i> ) will be issued in respect of the Notes. The Notes will, upon issue, be inscribed in the books of Euroclear France which shall credit the accounts of the Account Holders.

**Account Holder** shall mean any authorised financial intermediary institution entitled to hold accounts directly or indirectly on behalf of its customers with Euroclear France, and includes Euroclear Bank SA/NV and the depositary bank for Clearstream Banking, S.A.

**Status of the Notes:**

The obligations of the Issuer under the Notes in respect of principal, interest and other amounts, constitute direct, unconditional, unsecured and Deeply Subordinated Obligations.

**Deeply Subordinated Obligations** means all and any bonds or borrowings or any other Obligations of the Issuer which constitute direct, unsecured and lowest ranking subordinated obligations of the Issuer, including bonds or borrowings, the subordination provisions of which are governed by the provisions of Article L. 228-97 of the French *Code de commerce*, and which rank and will rank (a) *pari passu* with all other present and future Deeply Subordinated Obligations of the Issuer, but (b) junior to all present and future *prêts participatifs* granted to the Issuer, and *titres participatifs* issued by the Issuer, Ordinary Subordinated Obligations of the Issuer, Senior Subordinated Obligations of the Issuer and Unsubordinated Obligations of the Issuer and (c) senior to all present and future Mutual Certificates of the Issuer.

**Mutual Certificates** means any mutual certificates (*certificats mutualistes*) that may be issued from time to time by the Issuer in accordance with articles L. 322-26-8 *et seq.* of the French *Code des assurances*.

**Obligation** means any payment obligation expressed to be assumed by or imposed on, the Issuer under or arising as a result of any contract, agreement, document, instrument or conduct or relationship or by operation of law (including any bonds or notes).

**Ordinary Subordinated Obligations** means any Obligations of the Issuer which constitute direct, unconditional, unsecured and subordinated obligations of the Issuer and which rank and will at all times rank (a) equally and rateably with any other existing or future Ordinary Subordinated Obligations but (b) senior to all present and future *titres participatifs* issued by the Issuer, *prêts participatifs* granted to the Issuer, Deeply Subordinated Obligations of the Issuer and Mutual Certificates of the Issuer and (c) junior to Senior Subordinated Obligations and Unsubordinated Obligations.

**Senior Subordinated Obligations** means any Obligations which constitute direct, unsecured and subordinated obligations of the Issuer and which rank and will at all times rank (i) equally and rateably with any other existing or future Senior Subordinated Obligations, (ii) in priority to present and future Mutual Certificates, Deeply Subordinated Obligations, Ordinary Subordinated Obligations, *prêts participatifs* granted to, and *titres participatifs* issued by the Issuer, and (iii) behind Unsubordinated Obligations.

**Unsubordinated Obligations** means any Obligations (including any bonds or notes) which constitute direct and unsubordinated Obligations of the Issuer and which rank and will at all times rank equally and rateably with any other existing or future Unsubordinated Obligations, but in priority to present and future Mutual Certificates, Deeply Subordinated Obligations, *prêts participatifs* granted to, *titres participatifs* issued by the Issuer, Ordinary Subordinated Obligations and Senior Subordinated Obligations. For the avoidance of doubt,



the Unsubordinated Obligations include but are not limited to the claims of the policyholders of the Issuer.

**Negative Pledge:**

None.

**Enforcement events:**

There will be no events of default in respect of the Notes. However, each Note shall become immediately due and payable, at its Prevailing Principal Amount, together with accrued interest thereon, if any, to the date of payment, in the event that a judgment is rendered by any competent court declaring the judicial liquidation (*liquidation judiciaire*) of the Issuer, or in the event of a transfer of the whole of the business of the Issuer (*cession totale de l'entreprise*) subsequent to the opening of a judicial recovery procedure (*redressement judiciaire*), or if the Issuer is liquidated for any other reason.

**Interest:**

Subject to Interest Cancellation, the Notes shall bear interest on their Prevailing Principal Amount:

- (i) from (and including) 17 July 2024 (the **Issue Date**) to (but excluding) 17 July 2034 (the **First Reset Date**), at a fixed rate of 6.750 per cent. *per annum*; and
- (ii) thereafter at a fixed rate of interest which will be reset on the First Reset Date and on each subsequent fifth (5th) anniversary thereafter (each such date, a **Reset Date**) as the sum, converted from an annual basis to a semi-annual basis, of the applicable 5-year Mid-Swap Rate, plus the Margin (rounded to three decimal places with 0.0005 rounded down) as determined by the Calculation Agent and which in no circumstances shall be less than zero.

Interest shall be payable on the Notes semi-annually in arrear on 17 January and 17 July (each, an **Interest Payment Date**) in each year commencing on 17 January 2025.

**Margin** means 4.083 per cent *per annum*.

**Interest Cancellation:**

On any Optional Cancellation Interest Payment Date (as defined below) the Issuer may, at its option, elect to cancel in full or in part the payment of interest otherwise due and payable on any Optional Cancellation Interest Payment Date. On any Mandatory Cancellation Interest Payment Date (as defined below) the Issuer shall be required to cancel in whole or in part (as applicable) any Interest Payment.

Any Interest Payment (or such part thereof) which has not been paid on an Interest Payment Date will be forthwith cancelled, shall not accumulate or be payable at any time thereafter, and such non-payment will not constitute a default or an event of default by the Issuer under the Notes or for any other purpose, and shall not give Noteholders any right to accelerate the Notes.

**Applicable Supervisory Regulations** means the Solvency II Directive as implemented in France, the Solvency II Regulation and any other capital requirements or regulatory capital rules (including the guidelines and recommendations of the European Insurance and Occupational Pensions Authority (or any successor authority), the official application or interpretation of the Relevant Supervisory Authority and any applicable decision of any court or tribunal) from time to time in effect in France (or if the Issuer becomes

domiciled in a jurisdiction other than France, such other jurisdiction) and applicable to the Issuer and/or the SGAM (including for the purpose of any capital requirements of internationally active insurance groups), which would lay down the requirements to be fulfilled by financial instruments for inclusion as Tier 1 Capital that the Notes would be expected to fall under on or about the Issue Date, as opposed to own funds regulatory capital of any other tier (or, if different, whatever terminology is employed to denote such concept), for single solvency and group solvency purposes of the Issuer and/or the SGAM.

**Group** means the Issuer together with its fully consolidated subsidiaries taken as a whole from time to time.

**Issuer's Distributable Items** means, with respect to and as at any Interest Payment Date, without double-counting, an amount equal to:

- (i) the distributable reserves of the Issuer determined in accordance with French law and the by-laws of the Issuer and the distributable profits of the Issuer, calculated in each case on an unconsolidated basis, as at the last day of the then most recently ended financial year of the Issuer prior to such Interest Payment Date; plus
- (ii) the interim retained earnings (if any) of the Issuer, calculated on an unconsolidated basis, for the period from the Issuer's then latest financial year end to (but excluding) such Interest Payment Date; less
- (iii) the interim net loss (if any) of the Issuer, calculated on an unconsolidated basis, for the period from the Issuer's then latest financial year end to (but excluding) such Interest Payment Date.

**Mandatory Cancellation Interest Payment Date** means each Interest Payment Date in respect of which:

- (i) the Issuer has determined that there is non-compliance with the Solvency Capital Requirement of the Issuer and/or SGAM at the time of such Interest Payment, or non-compliance with the Solvency Capital Requirement of the Issuer and/or SGAM would occur immediately following, and as a result of making, such Interest Payment;
- (ii) the Issuer has determined that there is non-compliance with the Minimum Capital Requirement of the Issuer and/or SGAM at the time of such Interest Payment, or non-compliance with the Minimum Capital Requirement of the Issuer and/or SGAM would occur immediately following, and as a result of making, such Interest Payment;
- (iii) the amount of such Interest Payment when aggregated together with any interest amounts or distributions which have been paid or made or which are scheduled simultaneously to be paid or made on all Tier 1 Own Funds (excluding any such payments which do not reduce the Issuer's Distributable Items and any payments already accounted for by way of deduction in determining the Issuer's Distributable Items) since the end of the latest financial year of the Issuer and prior to, or on, such Interest Payment Date, would exceed the amount of the Issuer's Distributable Items as at the Interest Payment Date in respect of such Interest Payment; or

- (iv) the Issuer is otherwise required by the Relevant Supervisory Authority or under the Applicable Supervisory Regulations (on the basis that the Notes are intended to qualify as Tier 1 Own Funds) to cancel the relevant Interest Payment.

(each, a **Mandatory Interest Cancellation Event**).

provided however, that the relevant Interest Payment Date will not be a Mandatory Cancellation Interest Payment Date in relation to such Interest Payment (in whole or in part, as applicable), to the extent permitted by the Applicable Supervisory Regulations, if, cumulatively:

- (A) the Mandatory Interest Cancellation Event is of the type described in paragraph (i) above only;
- (B) the Relevant Supervisory Authority has exceptionally waived the cancellation of the Interest Payment;
- (C) the Relevant Supervisory Authority has confirmed to the Issuer that it is satisfied that payment of the Interest Payment would not further weaken the solvency position of the Issuer or SGAM; and
- (D) the Minimum Capital Requirement will be complied with immediately following such Interest Payment, if made.

**Minimum Capital Requirement** means (x) the minimum capital requirement (MCR) of the Issuer and/or (i) the minimum consolidated group solvency capital requirement or (ii) any applicable successor trigger metric, all as defined, and in accordance with, the Applicable Supervisory Regulations, or (y) (as and when applicable) any other capital requirement as applicable to the Issuer and/or the SGAM in the future that may functionally replace the capital requirement in clause (x) in accordance with the Applicable Supervisory Regulations for the relevant purposes from time to time.

**Optional Cancellation Interest Payment Date** means any Interest Payment Date other than a Mandatory Cancellation Interest Payment Date.

**Regulatory Event** means that, after the Issue Date, the Issuer (i) is subject to regulatory supervision by the Relevant Supervisory Authority, and (ii) is not permitted to treat the aggregate net proceeds of the Notes (in whole or in part) that are outstanding as eligible for the purpose of the determination of the solvency margin or capital adequacy levels of the Issuer and/or SGAM as Tier 1 Own Funds regulatory capital (or whatever terminology is employed by the Applicable Supervisory Regulations at the time), except as a result of the application of the limits on inclusion of such securities in the regulatory capital of the Issuer and/or the SGAM as Tier 1 Capital, pursuant to the then Applicable Supervisory Regulations.

**Relevant Supervisory Authority** means any relevant regulator having jurisdiction over the Issuer and/or SGAM, in the event that the Issuer and/or SGAM is required to comply with certain applicable solvency margins, capital adequacy regulations, capital requirements or any other regulatory capital rules (including but not limited to the Applicable Supervisory Regulations). The current Relevant Supervisory Authority is the *Autorité de contrôle prudentiel et de résolution*.

**SGAM** means the prudential group of SGAM AG2R La Mondiale, evolving from time to time.

**Solvency II Directive** means Directive 2009/138/EC of the European Union of 25 November 2009 as amended from time to time, the further legislative acts of the European Union enacted in relation thereto and the French legislation implementing the same.

**Solvency II Regulation** means Commission Delegated Regulation (EU) 2015/35 of 10 October 2014, as amended from time to time.

**Solvency Capital Requirement** means (i) the solvency capital requirement applicable to the Issuer and/or the SGAM pursuant to the Applicable Supervisory Regulations; or (ii) (as and when applicable) any other capital requirement as applicable to the Issuer and/or the SGAM in the future that may functionally replace the capital requirement in clause (i) in accordance with the Applicable Supervisory Regulations for the relevant purposes from time to time.

**Tier 1 Capital** has the meaning given to such term in the Applicable Supervisory Regulations from time to time (or whatever the terminology employed by the Applicable Supervisory Regulations).

**Tier 1 Own Funds** means subordinated loans or Notes, ordinary shares or any other share capital of any class which constitute Tier 1 Capital for the purposes of the Issuer or SGAM, whether on a solo, combined or consolidated basis. For the avoidance of doubt, the €91,000,000 perpetual super subordinated notes issued on 25 November 2005 (ISIN code: OBNC1A301115), the €768,405,000 reset undated subordinated notes issued on 17 December 2014 (ISIN code: XS1155697243) and the EUR500,000,000 perpetual fixed rate resettable restricted Tier 1 notes issued on 24 October 2019 (ISIN code: FR0013455854) are considered at the date hereof as Tier 1 Capital.

**Taxation:**

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

If French law should require that payments of principal or interest made by the Issuer in respect of any Note be subject to withholding or deduction in respect of any present or future taxes, duties, assessments or governmental charges of whatever nature, and provided a Tax Alignment Event has occurred and is continuing, the Issuer, will, to the fullest extent then permitted by law, pay such additional amounts (**Additional Amounts**) as shall result in receipt by the Noteholders of such amounts as would have been received by them had no such withholding or deduction been required, except that no such Additional Amounts shall be payable with respect to any Note to, or to a third party on behalf of, a Noteholder who is liable to such taxes, duties, assessments or governmental charges in respect of such Note by reason of his having some connection with France other than the mere holding of the Note.

A **Tax Alignment Event** will be deemed to have occurred if at any time the Issuer determines, in consultation with the Relevant Supervisory Authority, that the obligation to pay additional amounts would not cause the Notes to no longer be treated under the Applicable Supervisory Regulations as Tier 1 Own Funds regulatory capital (or whatever the terminology employed by the Applicable Supervisory Regulation).

**No Redemption Date:** The Notes are perpetual notes in respect of which there is no maturity or redemption date. The Issuer shall be entitled to redeem the Notes only in accordance with the provisions below, and the Noteholders shall have no right to require the Issuer to redeem the Notes in any circumstances.

**Optional Early Redemption from the First Call Date:** The Issuer may, subject to the Prior Approval of the Relevant Supervisory Authority and the Conditions to Redemption and Purchase, and subject to having given not more than thirty (30) nor less than fifteen (15) calendar days' prior notice to the Fiscal Agent and the Noteholders, redeem the Notes in whole, but not in part, at their Base Call Price, at any time from the First Call Date to and including the First Reset Date and on any Interest Payment Date falling thereafter.

**Base Call Price** is equal to the Prevailing Principal Amount of the Notes together with (to the extent that such interest has not been cancelled in accordance with the Terms and Conditions) any accrued and unpaid interest up to the Redemption Date.

**Prior Approval of the Relevant Supervisory Authority** means the prior written approval of the Relevant Supervisory Authority, if such approval is required at the time under any Applicable Supervisory Regulations and provided that such approval has not been withdrawn by the date set for redemption, purchase or payment, as the case may be.

**Optional Early Redemption following a Gross-Up Event:** If, by reason of a change in any French law or regulation, or any change in the official application or interpretation thereof, becoming effective after the Issue Date, the Issuer would, on the occasion of the next payment of principal or interest due in respect of the Notes, not be able to make such payment without having to pay Additional Amounts (a **Gross-Up Event**), the Issuer may, subject to the Prior Approval of the Relevant Supervisory Authority and the Conditions to Redemption and Purchase, and subject to having given not less than thirty (30) nor more than forty-five (45) calendar days' prior notice to the Fiscal Agent and the Noteholders, redeem the Notes in whole, but not in part, at their Base Call Price, provided that the due date for redemption shall be no earlier than the latest practicable Interest Payment Date on which the Issuer could make payment of principal or interest without withholding or deduction for French taxes.

**Optional Early Redemption following a Withholding Tax Event:** If the Issuer would on the next payment of principal or interest in respect of the Notes be obliged to pay Additional Amounts and the Issuer would be prevented by French law from making payment to the Noteholders of the full amount then due and payable, notwithstanding the undertaking to pay Additional Amounts (a **Withholding Tax Event**), then the Issuer may, subject to the Prior Approval of the Relevant Supervisory Authority and the Conditions to Redemption and Purchase, and upon giving not less than seven (7) calendar days' prior notice to the Fiscal Agent and the Noteholders, redeem the Notes in whole, but not in part, at their Base Call Price, on the latest practicable date on which the Issuer could

make payment of the full amount of principal or interest payable in respect of the Notes or, if such date is past, as soon as practicable thereafter.

**Optional Early Redemption in case of Tax Deductibility Event:**

If an opinion of a recognised law firm of international standing has been delivered to the Issuer and the Fiscal Agent, stating that by reason of a change in French law or regulation, or any change in the official application or interpretation of such law, becoming effective after the Issue Date, the tax regime of any payments under the Notes is modified and such modification results in the part of the interest payable by the Issuer in respect of the Notes that is tax-deductible being reduced (a **Tax Deductibility Event**), so long as this cannot be avoided by the Issuer taking reasonable measures available to it at the time, the Issuer may, subject to the Prior Approval of the Relevant Supervisory Authority and the Conditions to Redemption and Purchase, redeem the Notes in whole, but not in part, at their Base Call Price, on the latest practicable date on which the Issuer could make such payment with the part of the interest payable under the Notes being tax-deductible not being reduced or, if such date is past, as soon as practicable thereafter. The Issuer shall give the Fiscal Agent and the Noteholders notice of any such redemption not less than thirty (30) nor more than forty-five (45) calendar days before the date fixed for redemption and the Fiscal Agent shall promptly thereafter publish a notice of redemption.

**Optional Early Redemption for Regulatory Reasons:**

If, at any time, the Issuer determines that a Regulatory Event has occurred with respect to the Notes on or after the Issue Date, the Issuer may, subject to the Prior Approval of the Relevant Supervisory Authority and the Conditions to Redemption and Purchase and subject to having given not less than thirty (30) nor more than forty-five (45) calendar days' prior notice to the Fiscal Agent and the Noteholders, redeem the Notes in whole, but not in part, at their Base Call Price.

**Optional Redemption for Rating Reasons:**

If at any time the Issuer determines that a Rating Methodology Event has occurred with respect to the Notes on or after the Issue Date, the Issuer may, subject to the Prior Approval of the Relevant Supervisory Authority and the Conditions to Redemption and Purchase and subject to having given not less than thirty (30) nor more than forty-five (45) calendar days' prior notice to the Fiscal Agent and the Noteholders, redeem the Notes in whole, but not in part, at the option of the Issuer, at any time at their Base Call Price.

A **Rating Methodology Event** will be deemed to occur upon a change in, or clarification to, the rating methodology (or the interpretation thereof) on or after the Issue Date of, and by, the Rating Agency (as defined above), as a result of which the equity credit in the capital adequacy assessment assigned by the Rating Agency to the Notes as at such time is, in the reasonable opinion of the Issuer, materially reduced when compared to the equity credit in the capital adequacy assessment by the Rating Agency at the date when the equity credit in the capital adequacy assessment is assigned in the first instance. In this definition, "equity credit" may also refer to any other nomenclature that the Rating Agency may then use to describe the contribution of the Notes to capital adequacy in the applicable rating methodology.

**Clean-up Redemption:**

The Issuer may, at any time after the Issue Date, elect, subject to the Prior Approval of the Relevant Supervisory Authority and the Conditions to Redemption and Purchase, to redeem all, but not some only, of the Notes at their Base Call Price if 75% (seventy five per cent.) or more of the Notes issued on the Issue Date (and, if applicable, on the relevant issue date(s) of any further

notes issued pursuant to Condition 15 (*Further Issues*) has been purchased and cancelled.

**Conditions to Redemption and Purchase:**

The Notes may not be redeemed, purchased or replaced pursuant to any of the redemption provisions referred to above if:

- (i) a Regulatory Deficiency has occurred and is continuing on the due date for redemption or such redemption or purchase would itself cause a Regulatory Deficiency, except, only in respect of breach of the Solvency Capital Requirement of the Issuer and/or SGAM if (a) the Relevant Supervisory Authority has exceptionally waived the suspension of redemption or purchase, (b) the Notes have been exchanged for or converted into another Tier 1 Own Fund of at least the same quality and (c) the Minimum Capital Requirement of the Issuer and/or SGAM is complied with after the redemption or purchase; or
- (ii) an Insolvent Insurance Affiliate Winding-up has occurred and is continuing on the date due for redemption or purchase (to the extent required under the Applicable Supervisory Regulations in order for the Notes to be treated under the Applicable Supervisory Regulations as Tier 1 Own Funds (or whatever the terminology employed by the Applicable Supervisory Regulations) of the Issuer and/or SGAM except to the extent permitted under the Applicable Supervisory Regulations and with the Prior Approval of the Relevant Supervisory Authority.

Notwithstanding any other provision therein, the Notes may only be redeemed, purchased or replaced to the extent provided in the prevailing Applicable Supervisory Regulations.

Should a Regulatory Deficiency or an Insolvent Insurance Affiliate Winding-up occur after a notice for redemption has been made to the Noteholders, such redemption notice would become automatically void and notice would be made promptly by the Issuer.

If practicable under the circumstances, the Issuer will give notice to the Noteholders and to the Fiscal Agent of any deferral or cancellation of the redemption of the Notes. This notice will not be a condition to the deferral or cancellation of redemption. Any delay or failure by the Issuer to give such notice shall not affect the deferral described above.

The Notes may not be redeemed or purchased upon the occurrence of a Rating Methodology Event or if the conditions for a Clean-up Redemption are met, prior to the fifth anniversary of the Issue Date or, if applicable, the issue date of the last tranche of any Further Notes (whichever is the later), unless the redemption or purchase has been funded out of the proceeds of a new issuance of own-funds capital of the same or higher quality as the Notes, if required pursuant to Applicable Supervisory Regulations.

The Notes may not be redeemed or purchased upon the occurrence of a Regulatory Event prior to the fifth anniversary of the Issue Date or, if applicable, the issue date of the last tranche of any Further Notes (whichever is the later), unless (i) (x) the Relevant Supervisory Authority has confirmed to the Issuer that

it is satisfied that the Solvency Capital Requirement is exceeded by an appropriate margin (taking into account the position of the Issuer including the Issuer's medium-term capital plan) and (y) the Issuer demonstrates to the satisfaction of the Relevant Supervisory Authority that the Regulatory Event was not reasonably foreseeable at the time of the issuance of the Notes and (z) the Relevant Supervisory Authority considers such change in the regulatory classification of the Notes to be sufficiently certain and/or (ii) the redemption or purchase has been funded out of the proceeds of a new issuance of own-funds capital of the same or higher quality as the Notes, in each case, if required pursuant to the Applicable Supervisory Regulations.

The Notes may not be redeemed or purchased upon the occurrence of a Tax Deductibility Event or, if a Redemption Alignment Event has occurred, a Withholding Tax Event or a Gross-up Event prior to the fifth anniversary of the Issue Date or, if applicable, the issue date of the last tranche of any Further Notes (whichever is the later) unless (i) (x) the Relevant Supervisory Authority has confirmed to the Issuer that it is satisfied that the Solvency Capital Requirement is exceeded by an appropriate margin (taking into account the solvency position of the Issuer including the Issuer's medium-term capital plan) and (y) the Issuer demonstrates to the satisfaction of the Relevant Supervisory Authority that the Tax Deductibility Event, the Withholding Tax Event or, as the case may be, the Gross-up Event is material and was not reasonably foreseeable at the time of the issuance of the Notes and/or (ii) the redemption or purchase has been funded out of the proceeds of a new issuance of own-funds capital of the same or higher quality as the Notes, in each case, if required pursuant to the Applicable Supervisory Regulations.

The Notes may not be redeemed pursuant to Condition 6.2 (*Optional Redemption from the First Call Date*) or upon the occurrence of a Tax Deductibility Event or, if a Redemption Alignment Event has occurred, a Withholding Tax Event or a Gross-up Event, a Regulatory Event, a Rating Methodology Event or if the conditions for a Clean-up Redemption are met or purchased in accordance with Condition 6.7 (*Purchases*), after the fifth anniversary of the Issue Date or, if applicable, the issue date of the last tranche of any Further Notes (whichever is the later) and before the tenth anniversary of the Issue Date, or any other such period prescribed by the Applicable Supervisory Regulations, unless (i) the Relevant Supervisory Authority has confirmed to the Issuer that it is satisfied that the Solvency Capital Requirement is exceeded by an appropriate margin (taking into account the solvency position of the Issuer including the Issuer's medium-term capital plan) or (ii) the redemption or purchase has been funded out of the proceeds of a new issuance of own-funds capital of the same or higher quality as the Notes.

**Further Notes** means any further notes issued by the Issuer pursuant to Condition 15 (*Further Issues*).

**Insolvent Insurance Affiliate Winding-up** means:

- (i) the winding-up of any Insurance Undertaking within the Group or SGAM; or
- (ii) the appointment of an administrator of any Insurance Undertaking within the Group or SGAM,



in each case, where the Issuer has determined, acting reasonably and in consultation with the Relevant Supervisory Authority, that the assets of that Insurance Undertaking within the Group or SGAM may or will not be sufficient to meet all claims of the policyholders pursuant to a contract of insurance or reinsurance of that Insurance Undertaking which is subject to a winding-up or administration process (and for these purposes, the claims of policyholders pursuant to a contract of insurance or reinsurance shall include all amounts to which policyholders are entitled under applicable legislation or rules relating to the winding-up of Insurance Undertakings that reflect any right to receive or expectation of receiving benefits which policyholders may have).

**Insurance Undertaking** has the meaning ascribed to it in the Solvency II Directive (as defined above).

A **Redemption Alignment Event** will be deemed to have occurred if at any time, the Issuer determines, in consultation with the Relevant Supervisory Authority, if required pursuant to the Applicable Supervisory Regulations, that the option to redeem or purchase the Notes upon the occurrence of a Gross-up Event or Withholding Tax Event from the fifth anniversary of the Issue Date or, if applicable, the issue date of the last tranche of any Further Notes (whichever is the later), without such redemption or purchase being funded out of the proceeds of a new issuance of own-funds capital of the same or higher quality as the Notes would not cause the Notes to no longer be treated under the Applicable Supervisory Regulations as Tier 1 Own Funds regulatory capital (or whatever the terminology employed by the Applicable Supervisory Regulations).

**Regulatory Deficiency** means:

- (i) the own funds regulatory capital (or whatever the terminology employed by the Applicable Supervisory Regulations) of the Issuer or SGAM is not sufficient to cover the capital requirement (or whatever the terminology employed by the Applicable Supervisory Regulations) of the Issuer or of SGAM, whichever occurs the earlier, and either a cancellation of interest is required or a redemption or repayment of principal is prohibited under the Applicable Supervisory Regulations in order for the Notes to qualify as Tier 1 Own Funds regulatory capital (or whatever terminology is employed by the Applicable Supervisory Regulations) or
- (ii) the Relevant Supervisory Authority has notified the Issuer that it has determined, in view of the financial condition of the Issuer and/or any entity of SGAM, that in accordance with applicable regulations at such time, the Issuer must take specified action in relation to payments under the Notes; in each case without taking into account any Prior Approval of the Relevant Supervisory Authority being granted on an exceptional basis with respect to the payment of interest on, or the redemption or purchase of, the Notes.

For the avoidance of doubt, a Regulatory Deficiency would be deemed to have occurred when the Issuer or SGAM fails to meet the solvency capital requirement or minimum capital requirement (both as defined in the Applicable Supervisory Directive).

**Purchase of Notes by the Issuer:**

The Issuer may, subject to the Prior Approval of the Relevant Supervisory Authority and to the Conditions to Redemption and Purchase, purchase Notes in the open market or otherwise at any price in accordance with applicable laws and regulations.

All Notes so purchased by the Issuer may (i) be held and resold in accordance with Articles L.213-0-1 and D.213-0-1 of the French *Code monétaire et financier* for the purpose of enhancing the liquidity of the Notes or (ii) be cancelled in accordance with Article L.228-74 of the French *Code de commerce*.

**Principal loss absorption:**

If a Trigger Event occurs:

- (i) the Issuer shall immediately notify the Relevant Supervisory Authority;
- (ii) any interest which is accrued and unpaid up to (and including) the Write-Down Date (whether or not such interest has become due for payment) shall be automatically cancelled (it being specified that such cancellation shall not constitute a default or event of default of the Issuer for any purpose); and
- (iii) the Issuer shall, promptly (and without the need for the consent of the Noteholders) write-down the Notes by reducing the Prevailing Principal Amount by the "Write-Down Amount" (such action a **Write-Down** and **Written-Down** being construed accordingly).

Any such Write-Down shall be applied in respect of each Note equally.

A Write-Down of the Notes shall not constitute a default or an event of default in respect of the Notes or a breach of the Issuer's obligations or duties or a failure to perform by the Issuer in any manner whatsoever, and shall not entitle Noteholders to accelerate the Notes, to petition for the insolvency or dissolution of the Issuer or to take any other action.

Following a Write-Down, Noteholders will be automatically deemed to waive irrevocably their rights to receive, and no longer have any rights against the Issuer with respect to, any principal amount by which the Notes have been Written-Down (without prejudice to the rights of Noteholders in respect to any reinstated principal amounts following a Discretionary Reinstatement).

A Write-Down may occur on one or more occasions following each Write-Down Testing Date and each Note may be Written-Down on more than one occasion. Accordingly, if, after a Write-Down, a Special Trigger Event occurs at any Write-Down Testing Date, a further Write-Down shall be required:

1. if the Trigger Event subsequently occurs in the circumstances described in point (a) or point (b) of the Trigger Event definition in Condition 7.1 (*Write-Down upon Trigger Event*), and if required by the relevant rules applicable at the time of the Trigger Event, the Prevailing Principal Amount is written down to EUR 0.01 to the extent required by the Applicable Supervisory Regulations at the time of the Trigger Event, or any other amount that would be required by the Applicable Supervisory Regulations at the time of the Trigger Event;

2. if, by the end of the period of three months from the date of the Trigger Event that resulted in the initial Write-Down, no Trigger Event has occurred in the circumstances described in point (a) or (b) of the Trigger Event definition in Condition 7.1 (*Write-Down upon Trigger Event*) but the SCR Ratio has deteriorated further, the Prevailing Principal Amount is Written-Down further in accordance with point (ii)(y) (a) of the definition of Write-Down Amount to reflect that further deterioration in the SCR Ratio;
3. a further Write-Down is made in accordance with point (2) above for each subsequent deterioration in the SCR Ratio at the end of each subsequent period of three months until the Issuer and/or the SGAM has re-established compliance with the Solvency Capital Requirement or the Prevailing Principal Amount is Written Down to EUR 0.01.

For the avoidance of doubt, any such amount necessary or required under Condition 7.2 (including all relevant taxes as the case may be) could be up to the amount resulting in the full Write-Down of the Notes to EUR 0.01 per Note.

To the extent that the Prevailing Principal Amount of the Notes has been Written-Down, interest shall accrue on such Written-Down Prevailing Principal Amount in accordance with the Conditions as from the relevant Write-Down Date.

A Note with a Prevailing Principal Amount of EUR 0.01 shall be deemed to be fully written down at that point in time.

In addition, if the Write-Down of, or, as the case may be, conversion of any Loss Absorbing Tier 1 Instrument of the Issuer or as applicable any member of SGAM is not, or by the relevant Write-Down Date will not be, effective:

- 1) the ineffectiveness of any such reduction or, as the case may be, conversion shall not prejudice the requirement to effect a reduction to the Prevailing Principal Amount pursuant to this "Write-Down Amount" definition; and
- 2) the write-down of, or, as the case may be, conversion of any such Loss Absorbing Tier 1 Instrument which is not, or by the Write-Down Date will not be, effective shall not be taken into account in determining such reduction of the Prevailing Principal Amount.

To the extent permitted by the Applicable Supervisory Regulations and subject that no previous Trigger Event have occurred pursuant to Condition 7.1(a) or 7.1(b), the Relevant Supervisory Authority may exceptionally waive the Write-Down with respect to the Special Trigger Event on the basis of receiving both following pieces of information: (i) when the Issuer submits the recovery plan required by Article 138(2) of the Solvency II Directive, projections that demonstrate that triggering the Write-Down in that case would be very likely to give rise to a tax liability that would have a significant adverse effect on the solvency position of the Issuer or SGAM and (ii) a certificate issued by the Issuer's statutory auditors certifying that all of the assumptions used in the projections are realistic.

A **Trigger Event** shall be deemed to have occurred if, at any time, the Issuer determines that any of the following has occurred:

- (a) the amount of own funds eligible to cover the Solvency Capital Requirement of the Issuer, or SGAM (as the case may be) determined under the Applicable Supervisory Regulations is equal to or less than seventy-five per cent. (75%) of the Solvency Capital Requirement; or
- (b) the amount of own funds eligible to cover the Minimum Capital Requirement of the Issuer, or SGAM (as the case may be) determined under the Applicable Supervisory Regulations is equal to or less than the Minimum Capital Requirement; or
- (c) the amount of own funds eligible to cover the Solvency Capital Requirement of the Issuer, or SGAM (as the case may be) has been less than 100 per cent. but more than 75 per cent. of the Solvency Capital Requirement for a continuous period of three months (commencing on the date on which non-compliance with such Solvency Capital Requirement was first observed) (the Trigger Event being described in this subparagraph (c), a **Special Trigger Event**).

**Loss Absorbing Tier 1 Instruments** means instruments which are fully compliant with the requirements to be classified as restricted Tier 1 capital under the Applicable Supervisory Regulations (including a principal loss absorption mechanism (such as conversion or write-down) that is activated by a trigger event on a going concern basis).

**Own Fund Items** means the amount of eligible “own fund-items” (or any equivalent terminology employed by the Applicable Supervisory Regulations) of the Issuer or SGAM on a combined or consolidated basis.

**SCR Ratio** means the sum of all Own Fund Items divided by the Solvency Capital Requirement, calculated on a combined or consolidated basis, using the latest available values.

**Write-Down Amount** is the amount of the Write-Down of the Prevailing Principal Amount of the Notes on the applicable Write-Down Date and will be equal to:

- (i) if the relevant Trigger Event has occurred pursuant to (a) or (b) of the Trigger Event definition in Condition 7.1 (*Write-Down upon Trigger Event*), the amount that would reduce the Prevailing Principal Amount to EUR 0.01, to the extent required by the Applicable Supervisory Regulations at the time of the Trigger Event, or any other amount that would be required by the Applicable Supervisory Regulations at the time of the Trigger Event; or
- (ii) if a Special Trigger Event has occurred:
  - (x) if the SCR Ratio of the Issuer and/or the SGAM can be restored to 100 per cent., taking into account the Write-Down together with the pro-rata conversion or Write-Down of all other Loss Absorbing Tier 1 Instruments of the Issuer or, as applicable, any other member of the SGAM:
    - (a) the amount necessary to restore the SCR Ratio of the Issuer and/or the SGAM to 100 per cent.; or,

- (b) any amount that would be required by the Applicable Supervisory Regulations at the time of the Trigger Event; or
- (y) if the SCR Ratio of the Issuer and/or the SGAM cannot be restored to 100 per cent.:
  - (a) the amount necessary, taking into account any previous Write-Downs, to ensure that, on a linear basis, the Prevailing Principal Amount is fully written down when 75 per cent. coverage of the Solvency Capital Requirement of the Issuer and/or the SGAM is reached or prior to that event; or
  - (b) any amount that would be required by the Applicable Supervisory Regulations at the time of the Trigger Event.

For the avoidance of doubt, any such amount necessary or required under Condition 7 (*Principal Loss Absorption*) (including all relevant taxes as the case may be) could be up to the amount resulting in the full Write-Down of the Notes to EUR 0.01 per Note.

Paragraph (ii) above will only apply if such Write-Down Amount is permitted by the Applicable Supervisory Regulations applicable at the time of the Special Trigger Event. If it were not permitted by the Applicable Supervisory Regulations, then paragraph (i) will apply.

**Write-Down Date** means any date on which a reduction of the Prevailing Principal Amount will take effect.

**Write-Down Notice** means a notice which specifies (i) that a Trigger Event has occurred, (ii) the Write-Down Amount and (iii) the Write-Down Date. Any such notice shall be accompanied by a certificate signed by an authorised officer of the Issuer stating that a Trigger Event has occurred and setting out the method of calculation of the relevant Write-Down Amount attributable to the Notes.

**Write-Down Testing Date** means the date falling three months after the occurrence of a Special Trigger Event and each subsequent three-month anniversary of the date thereof or any other date determined by the Relevant Supervisory Authority, until compliance with the Solvency Capital Requirement of the Issuer and/or the SGAM has been re-established, or as otherwise required according to the Applicable Supervisory Regulations.

**Discretionary  
Reinstatement:**

Following any reduction of the Prevailing Principal Amount pursuant to Condition 7 (*Principal Loss Absorption*), the Issuer may to the extent permitted by the Applicable Supervisory Regulations at the relevant time and provided that Condition 7.3 (*Discretionary Reinstatement*) shall not apply to the extent that the existence of such provision would cause the occurrence of a Regulatory Event, at its discretion, increase the Prevailing Principal Amount of the Notes (a **Discretionary Reinstatement**) on any date and in any amount that it determines in its discretion (either to the Principal Amount or to any lower amount) provided that such Discretionary Reinstatement:

- (A) is permitted only if the Issuer and/or SGAM complies with the Solvency Capital Requirement of the Issuer and/or SGAM following such Discretionary Reinstatement;

- (B) is not activated by reference to Own Fund Items issued or increased in order to restore compliance with the Solvency Capital Requirement of the Issuer and/or SGAM;
- (C) occurs only on the basis of profits which contribute to Distributable Items made subsequent to the restoration of compliance with the Solvency Capital Requirement of the Issuer and/or SGAM in a manner that i) does not undermine the loss absorbency intended by Article 71(5) and Article 71(5)bis of the Solvency II Regulation and ii) does not hinder recapitalisation as required by Article 71(1)(d) of the Solvency II Regulation;
- (D) does not result in a Trigger Event;
- (E) occurs no later than ten (10) years since the last Write-Down Date; and
- (F) is authorised only if the Issuer and/or SGAM is not subject to any Administrative Procedure and provided that if the Issuer and/or SGAM has been subject to such Administrative Procedure, the Relevant Supervisory Authority has formally notified the Issuer and/or SGAM of the end of such Administrative Procedures.

A Discretionary Reinstatement may occur on one or more occasions until the Prevailing Principal Amount of the Notes has been reinstated to the Principal Amount. Any decision by the Issuer to effect or not to effect any Discretionary Reinstatement on any occasion shall not preclude it from effecting or not effecting any Discretionary Reinstatement on any other occasion.

Any Discretionary Reinstatement shall be applied in respect of each Note equally. Subject to any existing contractual restrictions, the Discretionary Reinstatement shall be effected using the amounts designated therefor on a *pari passu* basis with the discretionary reinstatement of other Loss Absorbing Tier 1 Instruments of the Issuer which provide for a discretionary reinstatement and for which the conditions for a discretionary reinstatement are fulfilled.

Notice of any Discretionary Reinstatement shall be given to the Noteholders and Euronext Paris in accordance with Condition 14 (*Notices*) as soon as possible and no later than five (5) Business Days prior to the date on which such Discretionary Reinstatement becomes effective.

**Administrative Procedure** means any administrative procedure imposed by the Relevant Supervisory Authority in accordance with the French *Code des assurances*, the French *Code monétaire et financier* and/or any relevant French legal or regulatory provisions including, but not limited to, resolution procedures or plans, recovery plans, safeguard procedures or plans and financing plans, that the Issuer is required to follow and implement.

#### **Representation of Noteholders:**

The Noteholders will be grouped automatically for the defence of their respective common interests in a *masse* governed by the provisions of the French *Code de commerce* subject to certain exceptions and provisions (the **Masse**). The Masse will be a separate legal entity, and will be acting in part through a representative and in part through collective decisions of the Noteholders.

<b>Admission to trading:</b>	Application has been made for the Notes to be admitted to trading on Euronext Growth.
<b>Rating:</b>	The Notes have been assigned on issue a rating of BBB by S&P.
<b>Clearing:</b>	The Notes have been accepted for clearance through Euroclear France, Clearstream Banking S.A. and Euroclear Bank SA/NV.
<b>Selling Restrictions:</b>	There are restrictions on the offer and sale of the Notes and the distribution of offering material, including in the United States of America, the EEA, the United Kingdom and France.
<b>Governing Law:</b>	French law.
<b>Use of Proceeds</b>	The net proceeds of the issue of the Notes will be used to fund the general corporate purposes of the Issuer, including the refinancing of existing indebtedness, which may include the repurchase via a tender offer of the Issuer's outstanding €768,405,000 5.050% Reset Undated Subordinated Notes with a call date in 2025 (ISIN: XS1155697243).

## INFORMATION DOCUMENTS INCORPORATED BY REFERENCE

This Information Memorandum shall be read and construed in conjunction with the following documents which are incorporated by reference in, and shall be deemed to form part of, this Information Memorandum:

- (1) the audited consolidated financial statements of the Issuer for the year ended 31 December 2022 in the French language and the report of the statutory auditors on such accounts (the **2022 Financial Report**); and
- (2) the audited consolidated financial statements of the Issuer for the year ended 31 December 2023 in the French language and the report of the statutory auditors on such accounts (the **2023 Financial Report**).

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

Copies of the documents incorporated by reference in this Information Memorandum (a) may be obtained, free of charge, at the registered office of the Issuer during normal business hours and (b) will be available on the website of the Issuer ([www.ag2ramondiale.fr](http://www.ag2ramondiale.fr)).



## TERMS AND CONDITIONS OF THE NOTES

*The terms and conditions of the Notes will be as follows:*

The issue of the EUR500,000,000 perpetual fixed rate resettable restricted Tier 1 notes (the **Notes**) of La Mondiale (the **Issuer**) was authorised pursuant to a resolution of the *Assemblée Générale* of the policyholders (*sociétaires*) of the Issuer adopted on 15 May 2024 and the resolution of the Board of Directors (*Conseil d'administration*) of the Issuer dated 10 July 2024. The Issuer has entered into a fiscal agency agreement (the **Fiscal Agency Agreement**) dated 15 July 2024 with BNP Paribas as fiscal agent, calculation agent and principal paying agent. The fiscal agent, the calculation agent, the principal paying agent and the paying agents for the time being are referred to in these Conditions, respectively, as the **Fiscal Agent**, the **Calculation Agent**, the **Principal Paying Agent** and the **Paying Agents** (which expression shall include the Principal Paying Agent and any future paying agent duly appointed by the Issuer in accordance with the Fiscal Agency Agreement), each of which expression shall include the successors from time to time of the relevant persons, in such capacities, under the Fiscal Agency Agreement, and are collectively referred to as the **Agents**. Copies of the Fiscal Agency Agreement are available for inspection at the specified offices of the Paying Agents. References to **Conditions** are, unless the context otherwise requires, to the numbered paragraphs below.

### 1. DEFINITIONS

For purposes hereof, the following definitions shall apply:

**5-year Reference Bank Rate** means the percentage rate determined on the basis of the 5-year Mid-Swap Rate Quotations provided by at least five leading swap dealers in the interbank market (in each case at the request of the Issuer or a third party appointed by the Issuer for this purpose) (the **Reference Banks**) to the Calculation Agent at approximately 11:00 a.m. (Central European time), on the relevant Reset Rate Determination Date. If only one quotation is provided, the 5-year Reference Bank Rate will be such quotation. If two or more quotations are provided, the 5-year Reference Bank Rate will be the arithmetic mean of the quotations, eliminating, if at least three quotations are provided, the highest quotation (or, in the event of equality one of the highest) and the lowest quotation (or, in the event of equality, one of the lowest). If the 5-year Reference Bank Rate cannot be determined in accordance with the foregoing provisions of this paragraph, the applicable 5-year Reference Bank Rate shall be equal to the last 5-year Mid-Swap Rate available on the Screen Page as determined by the Calculation Agent, except that if the Calculation Agent or the Issuer determines that the absence of quotation is due to the discontinuation of the Screen Page 5-year Mid-Swap Rate, then the 5-year Mid-Swap Rate will be determined in accordance with Condition 5.4 (*Benchmark Event*).

**5-year Mid-Swap Rate** means:

- (i) the mid-swap rate for a EUR denominated swap transaction with a term of five (5) years as displayed on Bloomberg screen "ICE" (including any successor page, the **Screen Page**) as at 11:00 a.m. (Central European time) on the relevant Reset Rate Determination Date (the **Screen Page 5-year Mid-Swap Rate**);
- (ii) subject to Condition 5.4, in the event that the Screen Page 5-year Mid-Swap Rate does not appear on the Screen Page on the relevant Reset Rate Determination Date, the 5-year Reference Bank Rate on such Reset Rate Determination Date.

**5-year Mid-Swap Rate Quotations** means the arithmetic mean of the bid and offered rates for the annual fixed rate leg (calculated on a 30/360 day count basis) of a fixed-for-floating Euro interest rate swap which (i) has a term of 5 years commencing on the first day of the relevant Reset Period, (ii) is in an amount that is representative of 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 rate leg based on six-month EURIBOR (calculated on an actual/360 day count basis).

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

**Actual/Actual (ICMA) Day Count Fraction** means:

- (i) where the number of days in the relevant period from (and including) the most recent Interest Payment Date (or, if none, the Issue Date) to (but excluding) the relevant payment date (the **Accrual Period**) is equal to or shorter than the Interest Period during which the Accrual Period ends, the number of days in such Accrual Period divided by the number of days in such Interest Period; or
- (ii) where the Accrual Period is longer than the Interest Period during which the Accrual Period ends, the sum of:
  - (a) the number of days in such Accrual Period falling in the Interest Period in which the Accrual Period begins divided by the number of days in such Interest Period; and
  - (b) the number of days in such Accrual Period falling in the next Interest Period divided by the number of days in such Interest Period.

**Additional Amounts** has the meaning ascribed to it in Condition 9.

**Administrative Procedure** means any administrative procedure imposed by the Relevant Supervisory Authority in accordance with the French *Code des assurances*, the French *Code monétaire et financier* and/or any relevant French legal or regulatory provisions including, but not limited to, resolution procedures or plans, recovery plans, safeguard procedures or plans and financing plans, in each case that the Issuer is required to follow and implement.

**Applicable Supervisory Regulations** means the Solvency II Directive as implemented in France, the Solvency II Regulation and any other capital requirements or regulatory capital rules (including the guidelines and recommendations of the European Insurance and Occupational Pensions Authority (or any successor authority), the official application or interpretation of the Relevant Supervisory Authority and any applicable decision of any court or tribunal) from time to time in effect in France (or if the Issuer becomes domiciled in a jurisdiction other than France, such other jurisdiction) and applicable to the Issuer and/or the SGAM (including for the purpose of any capital requirements of internationally active insurance groups), which would lay down the requirements to be fulfilled by financial instruments for inclusion as Tier 1 Capital that the Notes would be expected to fall under on or about the Issue Date, as opposed to own funds regulatory capital of any other tier (or, if different, whatever terminology is employed to denote such concept), for single solvency and group solvency purposes of the Issuer and/or the SGAM.

**Base Call Price** is equal to the Prevailing Principal Amount of the Notes together with (to the extent that such interest has not been cancelled in accordance with the Conditions) any accrued and unpaid interest up to the Redemption Date.

**Business Day** means a day (other than a Saturday or a Sunday) on which commercial banks are open for business (other than solely for trading and settlement in euros) in Paris and a T2 Settlement Day.

**Conditions to Redemption and Purchase** means the conditions to redemption and purchase set out in Condition 6.9 (*Conditions to Redemption and Purchase*).

**Deeply Subordinated Obligations** means all and any bonds or borrowings or any other Obligations of the Issuer which constitute direct, unconditional, unsecured and lowest ranking subordinated obligations of the Issuer, including bonds or borrowings, the subordination provisions of which are

governed by the provisions of Article L. 228-97 of the French *Code de commerce*, and which rank and will rank (a) *pari passu* with all other present and future Deeply Subordinated Obligations of the Issuer, but (b) junior to all present and future *prêts participatifs* granted to the Issuer, *titres participatifs* issued by the Issuer, Ordinary Subordinated Obligations of the Issuer, Senior Subordinated Obligations of the Issuer and Unsubordinated Obligations of the Issuer and (c) senior to all present and future Mutual Certificates of the Issuer.

**Discretionary Reinstatement** has the meaning ascribed to it in Condition 7 (*Principal Loss Absorption*).

**First Call Date** means 17 January 2034.

**First Reset Date** means 17 July 2034.

**Further Notes** means any further notes issued by the Issuer pursuant to Condition 15 (*Further Issues*).

**Gross-Up Event** has the meaning ascribed to it in Condition 6.3 (*Redemption for Taxation Reasons*).

**Group** means the Issuer together with its fully consolidated subsidiaries taken as a whole from time to time.

**Independent Agent** means an investment bank, or a syndicate of investment banks, of international repute and with a leading franchise in the underwriting and distribution of capital instruments for French and international financial institutions.

**Insolvent Insurance Affiliate Winding-up** means:

- (i) the winding-up of any Insurance Undertaking within the Group or SGAM; or
- (ii) the appointment of an administrator of any Insurance Undertaking within the Group or SGAM,

in each case, where the Issuer has determined, acting reasonably and in consultation with the Relevant Supervisory Authority, that the assets of that Insurance Undertaking within the Group or SGAM may or will not be sufficient to meet all claims of the policyholders pursuant to a contract of insurance or reinsurance of that Insurance Undertaking which is subject to a winding-up or administration process (and for these purposes, the claims of policyholders pursuant to a contract of insurance or reinsurance shall include all amounts to which policyholders are entitled under applicable legislation or rules relating to the winding-up of Insurance Undertakings that reflect any right to receive or expectation of receiving benefits which policyholders may have).

**Insurance Undertaking** has the meaning ascribed to it in the Solvency II Directive.

**Interest Payment** means the amount of interest due and payable on any Interest Payment Date in accordance with Condition 5 (*Interest*).

**Interest Payment Date** means 17 January and 17 July in each year, commencing on 17 January 2025.

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

**Interest Rate Period** means each period beginning on (and including) a Reset Date and ending on (but excluding) the next succeeding Reset Date.

**Issue Date** means 17 July 2024.

**Issuer's Distributable Items** means, with respect to and as at any Interest Payment Date, without double-counting, an amount equal to:

- (i) the distributable reserves of the Issuer determined in accordance with French law and the by-laws of the Issuer and the distributable profits of the Issuer, calculated in each case on an unconsolidated basis, as at the last day of the then most recently ended financial year of the Issuer prior to such Interest Payment Date; plus
- (ii) the interim retained earnings (if any) of the Issuer, calculated on an unconsolidated basis, for the period from the Issuer's then latest financial year end to (but excluding) such Interest Payment Date; less
- (iii) the interim net loss (if any) of the Issuer, calculated on an unconsolidated basis, for the period from the Issuer's then latest financial year end to (but excluding) such Interest Payment Date.

**Loss Absorbing Tier 1 Instruments** means instruments which are fully compliant with the requirements to be classified as restricted Tier 1 capital under the Applicable Supervisory Regulations (including a principal loss absorption mechanism (such as conversion or write-down) that is activated by a trigger event on a going concern basis).

**Mandatory Cancellation Interest Payment Date** means each Interest Payment Date in respect of which:

- (i) the Issuer has determined that there is non-compliance with the Solvency Capital Requirement of the Issuer and/or SGAM at the time of such Interest Payment, or non-compliance with the Solvency Capital Requirement of the Issuer and/or SGAM would occur immediately following, and as a result of making, such Interest Payment;
- (ii) the Issuer has determined that there is non-compliance with the Minimum Capital Requirement of the Issuer and/or SGAM at the time of such Interest Payment, or non-compliance with the Minimum Capital Requirement of the Issuer and/or SGAM would occur immediately following, and as a result of making, such Interest Payment;
- (iii) the amount of such Interest Payment when aggregated together with any interest amounts or distributions which have been paid or made or which are scheduled simultaneously to be paid or made on all Tier 1 Own Funds (excluding any such payments which do not reduce the Issuer's Distributable Items and any payments already accounted for by way of deduction in determining the Issuer's Distributable Items) since the end of the latest financial year of the Issuer and prior to, or on, such Interest Payment Date, would exceed the amount of the Issuer's Distributable Items as at the Interest Payment Date in respect of such Interest Payment; or
- (iv) the Issuer is otherwise required by the Relevant Supervisory Authority or under the Applicable Supervisory Regulations (on the basis that the Notes are intended to qualify as Tier 1 Own Funds) to cancel the relevant Interest Payment.

(each, a **Mandatory Interest Cancellation Event**).

provided however, that the relevant Interest Payment Date will not be a Mandatory Cancellation Interest Payment Date in relation to such Interest Payment (in whole or in part, as applicable), to the extent permitted by the Applicable Supervisory Regulations, if, cumulatively:

- (A) the Mandatory Interest Cancellation Event is of the type described in paragraph (i) above only;

- (B) the Relevant Supervisory Authority has exceptionally waived the cancellation of the Interest Payment;
- (C) the Relevant Supervisory Authority has confirmed to the Issuer that it is satisfied that payment of the Interest Payment would not further weaken the solvency position of the Issuer or SGAM; and
- (D) the Minimum Capital Requirement will be complied with immediately following such Interest Payment, if made.

**Margin** means 4.083 per cent. *per annum*.

**Minimum Capital Requirement** means (x) the minimum capital requirement (MCR) of the Issuer and/or (i) the minimum consolidated group solvency capital requirement or (ii) any applicable successor trigger metric, all as defined, and in accordance with, the Applicable Supervisory Regulations, or (y) (as and when applicable) any other capital requirement as applicable to the Issuer and/or the SGAM in the future that may functionally replace the capital requirement in clause (x) in accordance with the Applicable Supervisory Regulations for the relevant purposes from time to time.

**Mutual Certificates** means any mutual certificates (*certificats mutualistes*) that may be issued from time to time by the Issuer in accordance with articles L. 322-26-8 *et seq.* of the French *Code des assurances*.

**Noteholder** means the person whose name appears in the account of the relevant Account Holder as being entitled to such Notes.

**Obligation** means any payment obligation expressed to be assumed by or imposed on, the Issuer under or arising as a result of any contract, agreement, document, instrument or conduct or relationship or by operation of law (including any bonds or notes).

**Optional Cancellation Interest Payment Date** means any Interest Payment Date other than a Mandatory Cancellation Interest Payment Date.

**Ordinary Subordinated Obligations** means any Obligations of the Issuer which constitute direct, unconditional, unsecured and subordinated obligations of the Issuer and which rank and will at all times rank (a) equally and rateably with any other existing or future Ordinary Subordinated Obligations but (b) senior to all present and future *titres participatifs* issued by the Issuer, *prêts participatifs* granted to the Issuer, Deeply Subordinated Obligations of the Issuer and Mutual Certificates of the Issuer and (c) junior to Senior Subordinated Obligations and Unsubordinated Obligations.

**Own Fund Items** means the amount of eligible “own fund-items” (or any equivalent terminology employed by the Applicable Supervisory Regulations) of the Issuer or the SGAM on a combined or consolidated basis.

**Prevailing Principal Amount** means the Principal Amount as reduced from time to time by any Write-Down and as increased from time to time by any Discretionary Reinstatement.

**Principal Amount** means the principal amount of each Note on the Issue Date being EUR100,000.

**Prior Approval of the Relevant Supervisory Authority** means the prior written approval of the Relevant Supervisory Authority, if such approval is required at the time under any Applicable Supervisory Regulations and provided that such approval has not been withdrawn by the date set for redemption, purchase or payment, as the case may be.

**Rate of Interest** means (i) from and including the Issue Date to but excluding the First Reset Date, 6.750 per cent. *per annum* and (ii) from and including the First Reset Date, the relevant Reset Rate of Interest.

**Rating Agency** means S&P or any other rating agency of equivalent international standing (and their respective successors or affiliates) solicited by the Issuer to grant a credit rating to the Issuer.

**Rating Methodology Event** will be deemed to occur upon a change in, or clarification to, the rating methodology (or the interpretation thereof) on or after the Issue Date of, and by, the Rating Agency, as a result of which the equity credit in the capital adequacy assessment assigned by the Rating Agency to the Notes as at such time is, in the reasonable opinion of the Issuer, materially reduced when compared to the equity credit in the capital adequacy assessment assigned by the Rating Agency to the Notes at or around the date when the equity credit in the capital adequacy assessment is assigned in the first instance. In this definition, “equity credit” may also refer to any other nomenclature that the Rating Agency may then use to describe the contribution of the Notes to capital adequacy in the applicable rating methodology.

A **Redemption Alignment Event** will be deemed to have occurred if at any time, the Issuer determines, in consultation with the Relevant Supervisory Authority, if required pursuant to the Applicable Supervisory Regulations, that the option to redeem or purchase the Notes upon the occurrence of a Gross-up Event or Withholding Tax Event from the fifth anniversary of the Issue Date or, if applicable, the issue date of the last tranche of any Further Notes (whichever is the later), without such redemption or purchase being funded out of the proceeds of a new issuance of own-funds capital of the same or higher quality as the Notes would not cause the Notes to no longer be treated under the Applicable Supervisory Regulations as Tier 1 Own Funds regulatory capital (or whatever the terminology employed by the Applicable Supervisory Regulations).

**Redemption Date** means the effective date of redemption of the Notes.

**Regulatory Deficiency** means (i) the own funds regulatory capital (or whatever the terminology employed by the Applicable Supervisory Regulations) of the Issuer or of SGAM is not sufficient to cover the capital requirement (or whatever the terminology employed by the Applicable Supervisory Regulations) of the Issuer or of SGAM, whichever occur the earlier, and either a cancellation of interest is required or a redemption or repayment of principal is prohibited under the Applicable Supervisory Regulations in order for the Notes to qualify as " Tier 1 Own Funds regulatory capital (or whatever terminology is employed by the Applicable Supervisory Regulations) or (ii) the Relevant Supervisory Authority has notified the Issuer that it has determined, in view of the financial condition of the Issuer and/or any entity of SGAM, that in accordance with applicable regulations at such time, the Issuer must take specified action in relation to payments under the Notes;

in each case without taking into account any Prior Approval of the Relevant Supervisory Authority being granted on an exceptional basis with respect to the payment of interest on, or the redemption or purchase of, the Notes. For the avoidance of doubt, a Regulatory Deficiency would be deemed to have occurred when the Issuer or SGAM fails to meet the solvency capital requirement or minimum capital requirement (both as defined in the Solvency II Directive).

**Regulatory Event** means that, after the Issue Date, the Issuer (i) is subject to regulatory supervision by the Relevant Supervisory Authority, and (ii) is not permitted to treat the aggregate net proceeds of the Notes (in whole or in part) that are outstanding as eligible for the purpose of the determination of the solvency margin or capital adequacy levels of the Issuer and/or SGAM as Tier 1 Own Funds regulatory capital (or whatever terminology is employed by the Applicable Supervisory Regulations at the time), except as a result of the application of the limits on inclusion of such securities in the regulatory capital of the Issuer and/or the SGAM as Tier 1 Capital, pursuant to the then Applicable Supervisory Regulations.

**Relevant Supervisory Authority** means any relevant regulator having jurisdiction over the Issuer and/or SGAM, in the event that the Issuer and/or SGAM is required to comply with certain applicable solvency margins, capital adequacy regulations, capital requirements or any other regulatory capital rules (including but not limited to the Applicable Supervisory Regulations). The current Relevant Supervisory Authority is the *Autorité de contrôle prudentiel et de résolution*.

**Reset Date** means the First Reset Date, the fifth (5th) anniversary thereof and each subsequent fifth (5th) anniversary of the previous Reset Date.

**Reset Period** means each period from, and including, a Reset Date to, but excluding the next succeeding Reset Date.

**Reset Rate** means the 5-year Mid-Swap Rate on the relevant Reset Rate Determination Date.

**Reset Rate Determination Date** means, in respect of each Reset Period, the day falling two Business Days prior to the relevant Reset Date.

**Reset Rate of Interest** means the rate of interest *per annum* calculated as the sum, converted from an annual basis to a semi-annual basis, of (A) the Reset Rate applicable to the Reset Period in which that Interest Period falls and (B) the Margin (rounded to three decimal places with 0.0005 rounded down), all as determined by the Calculation Agent in accordance with Condition 5 and which in no circumstances shall be less than zero.

**SCR Ratio** means the sum of all Own Fund Items divided by the Solvency Capital Requirement, calculated on a combined or consolidated basis, using the latest available values.

**Senior Subordinated Obligations** means any Obligations which constitute direct, unsecured and subordinated obligations of the Issuer and which rank and will at all times rank (i) equally and rateably with any other existing or future Senior Subordinated Obligations, (ii) in priority to present and future Mutual Certificates, Deeply Subordinated Obligations, Ordinary Subordinated Obligations, *prêts participatifs* granted to, and *titres participatifs* issued by the Issuer, and (iii) behind Unsubordinated Obligations.

**SGAM** means the prudential group of SGAM AG2R La Mondiale, evolving from time to time.

**Solvency II Directive** means Directive 2009/138/EC of the European Union of 25 November 2009 on the taking-up and pursuit of the business of insurance and reinsurance (Solvency II) as amended from time to time, the further legislative acts of the European Union enacted in relation thereto and the French legislation implementing the same.

**Solvency II Regulation** means Commission Delegated Regulation (EU) 2015/35 of 10 October 2014, as amended from time to time.

**Solvency Capital Requirement** means (i) the solvency capital requirement applicable to the Issuer and/or the SGAM pursuant to the Applicable Supervisory Regulations; or (ii) (as and when applicable) any other capital requirement as applicable to the Issuer and/or the SGAM in the future that may functionally replace the capital requirement in clause (i) in accordance with the Applicable Supervisory Regulations for the relevant purposes from time to time.

**T2 Settlement Day** means any day on which T2 is operating.

**T2** means the real time gross settlement system operated by the Eurosystem or any successor system.

A **Tax Alignment Event** will be deemed to have occurred if at any time the Issuer determines, in consultation with the Relevant Supervisory Authority, that the obligation to pay additional amounts

would not cause the Notes to no longer be treated under Applicable Supervisory Regulations as Tier 1 Own Funds regulatory capital (or whatever the terminology then employed by the Applicable Supervisory Regulations).

**Tax Deductibility Event** has the meaning ascribed to it in Condition 6.3 (*Redemption for Taxation Reasons*).

**Tier 1 Capital** has the meaning given to such term in the Applicable Supervisory Regulations from time to time (or whatever the terminology employed by the Applicable Supervisory Regulations).

**Tier 1 Own Funds** means subordinated loans or Notes, ordinary shares or any other share capital of any class which constitute Tier 1 Capital for the purposes of the Issuer or SGAM, whether on a solo, combined or consolidated basis. For the avoidance of doubt, the €91,000,000 perpetual super subordinated notes issued on 25 November 2005 (ISIN code: OBNC1A301115), the €768,405,000 reset undated subordinated notes issued on 17 December 2014 (ISIN code: XS1155697243) and the EUR500,000,000 perpetual fixed rate resettable restricted Tier 1 notes issued on 24 October 2019 (ISIN code: FR0013455854) are considered at the date hereof as Tier 1 Capital.

**Trigger Event** has the meaning ascribed to it in Condition 7.1 (*Write-Down upon Trigger Event*).

**Unsubordinated Obligations** means any Obligations (including any bonds or notes) which constitute direct and unsubordinated Obligations of the Issuer and which rank and will at all times rank equally and rateably with any other existing or future Unsubordinated Obligations, but in priority to present and future Deeply Subordinated Obligations, Mutual Certificates, *prêts participatifs* granted to, *titres participatifs* issued by the Issuer, Ordinary Subordinated Obligations and Senior Subordinated Obligations. For the avoidance of doubt, the Unsubordinated Obligations include but are not limited to the claims of the policyholders of the Issuer.

**Withholding Tax Event** has the meaning ascribed to it in Condition 6 (*Redemption and Purchase*).

**Write-Down** has the meaning ascribed to it in Condition 7 (*Principal Loss Absorption*).

**Write-Down Amount** is the amount of the Write-Down of the Prevailing Principal Amount of the Notes on the applicable Write-Down Date and will be equal to, at the determination of the Issuer:

- (i) if the relevant Trigger Event has occurred pursuant to (a) or (b) of the Trigger Event definition in Condition 7.1 (*Write-Down upon Trigger Event*), the amount that would reduce the Prevailing Principal Amount to EUR 0.01, to the extent required by the Applicable Supervisory Regulations at the time of the Trigger Event, or any other amount that would be required by the Applicable Supervisory Regulations at the time of the Trigger Event; or
- (ii) if a Special Trigger Event has occurred:
  - (x) if the SCR Ratio of the Issuer and/or the SGAM can be restored to 100 per cent., taking into account the Write-Down together with the pro-rata conversion or Write-Down of all other Loss Absorbing Tier 1 Instruments of the Issuer or, as applicable, any other member of the SGAM:
    - (a) the amount necessary to restore the SCR Ratio of the Issuer and/or the SGAM to 100 per cent.; or,
    - (b) any amount that would be required by the Applicable Supervisory Regulations at the time of the Trigger Event; or
  - (y) if the SCR Ratio of the Issuer and/or the SGAM cannot be restored to 100 per cent.:



- (a) the amount necessary, taking into account any previous Write-Downs, to ensure that, on a linear basis, the Prevailing Principal Amount is fully written down when 75 per cent. coverage of the Solvency Capital Requirement of the Issuer and/or the SGAM is reached or prior to that event; or
- (b) any amount that would be required by the Applicable Supervisory Regulations at the time of the Trigger Event.

For the avoidance of doubt, any such amount necessary or required under Condition 7 (*Principal Loss Absorption*) (including all relevant taxes as the case may be) could be up to the amount resulting in the full Write-Down of the Notes to EUR 0.01 per Note.

Paragraph (ii) above will only apply if such Write-Down Amount is permitted by the Applicable Supervisory Regulations applicable at the time of the Special Trigger Event. If it were not permitted by the Applicable Supervisory Regulations, then paragraph (i) will apply.

**Write-Down Date** means any date on which a reduction of the Prevailing Principal Amount will take effect.

**Write-Down Notice** means a notice which specifies (i) that a Trigger Event has occurred, (ii) the Write-Down Amount and (iii) the Write-Down Date. Any such notice shall be accompanied by a certificate signed by an authorised officer of the Issuer stating that a Trigger Event has occurred and setting out the method of calculation of the relevant Write-Down Amount attributable to the Notes.

**Write-Down Testing Date** means the date falling three months after the occurrence of a Special Trigger Event and each subsequent three-month anniversary of the date thereof or any other date determined by the Relevant Supervisory Authority, until compliance with the Solvency Capital Requirement of the Issuer and/or the SGAM has been re-established, or as otherwise required according to the Applicable Supervisory Regulations.

## 2. FORM, DENOMINATION AND TITLE

The Notes are issued on the Issue Date in dematerialised bearer form (*au porteur*) in the denomination of EUR100,000 each. Title to the Notes will be evidenced in accordance with Articles L.211-3 *et seq.* and R.211-1 *et seq.* of the French *Code monétaire et financier* by book-entries (*inscription en compte*) in the books of Account Holders. No physical document of title (including *certificats représentatifs* pursuant to Article R.211-7 of the French *Code monétaire et financier*) will be issued in respect of the Notes.

The Notes will, upon issue, be inscribed in the books of Euroclear France (**Euroclear France**), which shall credit the accounts of the Account Holders.

Title to the Notes shall be evidenced by entries in the books of Account Holders and will pass upon, and transfer of Notes may only be effected through, registration of the transfer in such books.

## 3. STATUS OF THE NOTES

### 1.2 Deeply Subordinated Obligations

The obligations of the Issuer under the Notes in respect of principal, interest and other amounts, constitute direct, unconditional, unsecured Deeply Subordinated Obligations.

### 1.3 Payment on the Notes in the event of the liquidation of the Issuer

If any judgment is rendered by any competent court declaring the judicial liquidation (*liquidation judiciaire*) or, following an order of judicial recovery procedure (*redressement judiciaire*), the sale of the whole business (*cession totale de l'entreprise*) of the Issuer, or if the Issuer is liquidated for any reason, the rights of the Noteholders in respect of principal and interest (including any outstanding Additional Amount, both as defined below) will be subordinated to the payments of claims of other creditors of the Issuer (other than subordinated claims ranking junior to the Notes) including insurance companies and entities referred to in article R.322-132 of the French *Code des assurances* reinsured by the Issuer, holders of insurance policies issued by such entities and creditors with respect to Unsubordinated Obligations, Senior Subordinated Obligations, Ordinary Subordinated Obligations, any *prêts participatifs* and *titres participatifs* granted to the Issuer but paid in priority to payments to holders of Mutual Certificates .

In the event of incomplete payment of creditors ranking senior to holders of the Notes (in the context of voluntary or judicial liquidation of the Issuer, bankruptcy proceedings or any other similar proceedings affecting the Issuer) the obligations of the Issuer in connection with the Notes and related interest will be terminated.

***Pursuant to Article L. 327-2 of the French Code des assurances, a lien over the assets of the Issuer is granted for the benefit of the Issuer's policyholders (sociétaires). Noteholders, even if they are policyholders (sociétaires) of the Issuer, do not have the benefit of such lien in relation to amounts due under the Notes.***

## 4. NEGATIVE PLEDGE

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

## 5. INTEREST

### 5.1 General

- (a) Subject to Condition 5.3 (*Interest Cancellation*), the Notes bear interest on their Prevailing Principal Amount at the applicable Rate of Interest, and interest is payable semi-annually in arrear in equal instalments on each Interest Payment Date.

For the avoidance of doubt, following a Discretionary Reinstatement (as described in Condition 7.3) occurring during any Interest Period, the relevant Interest Payment shall be adjusted accordingly.

- (b) Subject to Condition 5.3 (*Interest Cancellation*), the Notes will cease to bear interest from and including the due date for redemption unless payment of the principal in respect of the Notes is improperly withheld or refused on such date or unless default is otherwise made in respect of the payment. In such event, the Notes will continue to bear interest at the relevant Rate of Interest on their remaining unpaid amount until the day on which all sums due in respect of the Notes up to (but excluding) that day are received by or on behalf of the relevant Noteholder.
- (c) Interest from (and including) the First Reset Date:
  - (i) The amount of interest payable per Note shall be calculated by the Calculation Agent by applying the Reset Rate of Interest to the Prevailing Principal Amount on the first Interest Payment Date following the First Reset Date and on any subsequent Interest Payment Date. If the calculation of the Reset Rate of Interest requires, in accordance with Condition 5.4 (*Benchmark Event*), the determination of a Successor Rate or an Alternative Rate (as the case may be), the Calculation Agent will be required to calculate the Reset Rate of Interest only if

it has received information regarding the Successor Rate or the Alternative Rate (as the case may be) from the Independent Adviser.

- (ii) The Calculation Agent will cause the Reset Rate, the Margin, the Reset Rate of Interest and the relevant Interest Payment Date for each Reset Period to be notified to the Issuer and to Euronext Growth and any other multilateral trading facility on which the Notes are for the time being listed (by no later than the first day of each Interest Rate Period) and notice thereof to be given to the Noteholders in accordance with Condition 14 (*Notices*) as soon as possible after their determination but in no event later than the fourth Business Day thereafter. For the purposes of this paragraph, the expression Business Day means a day (other than a Saturday or a Sunday) on which banks and foreign exchange markets are open for business in Paris.
- (d) If interest is required to be calculated for a period other than an Interest Period, such interest shall be calculated by applying the Rate of Interest to the Prevailing Principal Amount, multiplying such sum by the Actual/Actual (ICMA) Day Count Fraction, and rounding the resultant figure to the nearest euro cent, with half of a euro cent being rounded upwards.
- (e) On each Interest Payment Date, the Issuer shall pay interest on the Notes accrued to that date in respect of the Interest Period ending immediately prior to such Interest Payment Date, subject to the provisions of Condition 5.3 (*Interest Cancellation*) below.

## **5.2 Calculation Agent**

The Fiscal Agency Agreement provides that the Issuer may at any time terminate the appointment of the Calculation Agent and appoint a substitute Calculation Agent provided that so long as any of the Notes remain outstanding, there shall at all times be a Calculation Agent for the purposes of the Notes having a specified office in a major European city. In the event of the appointed office of any bank being unable or unwilling to continue to act as the Calculation Agent or failing duly to determine the Reset Rate and the interest amount for any Reset Period, the Issuer shall appoint the European office of another leading bank engaged in the Paris or London interbank market act in its place. The Calculation Agent may not resign its duties or be removed without a successor having been appointed. The Calculation Agent shall act as an independent expert and not as agent for the Issuer or the Noteholders.

Notice of any change of Calculation Agent or any change of specified office shall promptly be given as soon as reasonably practicable to the Noteholders in accordance with Condition 14 (*Notices*) and, so long as the Notes are listed on Euronext Growth and if the rules applicable to such multilateral trading facility so require, to such multilateral trading facility.

## **5.3 Interest Cancellation**

### **(a) Optional Interest Cancellation**

Subject to Condition 5.3(b), the Issuer may, at its option, elect to cancel in full or in part the Interest Payment in relation to any Optional Cancellation Interest Payment Date, whereupon the Issuer shall not have any obligation to pay such Interest Payment on an Optional Cancellation Interest Payment Date.

### **(b) Mandatory Interest Cancellation**

On any Mandatory Cancellation Interest Payment Date, the Issuer will be obliged to cancel payment of all or part (as applicable) of the interest accrued in respect of the Notes during the relevant Interest Period.

(c) Non-cumulative Interest

Any Interest Payment which is not paid on any Interest Payment Date shall forthwith be cancelled, shall not accumulate or be payable at any time thereafter, and such non-payment will not constitute a default or an event of default by the Issuer or for any other purpose, and shall not give Noteholders any right to accelerate the Notes.

If the Issuer fails to pay any Interest Payment on an Interest Payment Date, such non-payment shall evidence that the Issuer has elected, or is required, to cancel such Interest Payment in accordance with the foregoing provisions.

(d) Notice of Cancellation

If practicable under the circumstances, the Issuer shall give not less than five (5) nor more than thirty (30) Business Days' prior notice to the Noteholders in accordance with Condition 14 (*Notices*) of any cancellation of any interest under the Notes on any Interest Payment Date, whether it results from Optional Interest Cancellation or Mandatory Interest Cancellation.

So long as the Notes are listed on Euronext Growth and the rules of such multilateral trading facility so require, notice of any such cancellation shall also be given as soon as reasonably practicable to such multilateral trading facility.

This notice will not be a condition to the cancellation of interest. Any delay or failure by the Issuer to give such notice shall not affect the cancellation described above nor constitute a default or event of default by the Issuer for any purpose and shall not give Noteholders any right to accelerate the Notes.

## 5.4 Benchmark Event

If a Benchmark Event occurs in relation to the Original Reference Rate when the Rate of Interest (or any component part thereof) remains to be determined by reference to the Original Reference Rate, then the following provisions shall apply and shall prevail over other fallbacks specified in the definition of 5-year Mid-Swap Rate.

(a) Independent Adviser

The Issuer shall use its reasonable endeavours to appoint an Independent Adviser, as soon as reasonably practicable, to determine a Successor Rate, failing which an Alternative Rate (in accordance with Condition 5.4(b)) and, in either case, an Adjustment Spread if any (in accordance with Condition 5.4(c)) and any Benchmark Amendments (in accordance with Condition 5.4(d)).

An Independent Adviser appointed pursuant to this Condition 5.4 shall act in good faith in a commercially reasonable manner as an independent expert. In the absence of bad faith or fraud, the Independent Adviser shall have no liability whatsoever to the Issuer, the Agents or the Noteholders for any determination made by it, pursuant to this Condition 5.4.

(b) Successor Rate or Alternative Rate

If the Independent Adviser determines in good faith and in a commercially reasonable manner that:

- (i) there is a Successor Rate, then such Successor Rate shall (subject to adjustment as provided in Condition 5.4(c)) subsequently be used in place of the Original Reference Rate to determine the Rate of Interest (or the relevant component part thereof) for all relevant future payments of interest on the Notes (subject to the further operation of this Condition 5.4); or

- (ii) there is no Successor Rate but that there is an Alternative Rate, then such Alternative Rate shall (subject to adjustment as provided in Condition 5.4(c)) subsequently be used in place of the Original Reference Rate to determine the Rate of Interest (or the relevant component part thereof) for all relevant future payments of interest on the Notes (subject to the further operation of this Condition 5.4).

(c) Adjustment Spread

If the Independent Adviser determines, acting in good faith and in a commercially reasonable manner (i) that an Adjustment Spread is required to be applied to the Successor Rate or the Alternative Rate (as the case may be) and (ii) the quantum of, or a formula or methodology for determining, such Adjustment Spread, then such Adjustment Spread shall be applied to the Successor Rate or the Alternative Rate (as the case may be) for each subsequent determination of the Rate of Interest (or a relevant component thereof) by reference to such Successor Rate or Alternative Rate, (as applicable).

(d) Benchmark Amendments

If any Successor Rate, Alternative Rate or Adjustment Spread is determined in accordance with this Condition 5.4(d) and the Independent Adviser, determines, acting in good faith and in a commercially reasonable manner (i) that amendments to these Conditions are necessary to ensure the proper operation of such Successor Rate, Alternative Rate and/or Adjustment Spread (such amendments, the **Benchmark Amendments**) and (ii) the terms of the Benchmark Amendments, then the Issuer shall, subject to giving notice thereof in accordance with Condition 5.4(e), without any requirement for the consent or approval of the Noteholders, vary these Conditions to give effect to such Benchmark Amendments with effect from the date specified in such notice.

For the avoidance of doubt, and in connection with any such variation in accordance with this Condition 5.4(d), the Issuer shall comply with the rules of any multilateral trading facility or stock exchange on which the Notes are for the time being listed or admitted to trading.

(e) Notices

Any Successor Rate, Alternative Rate, Adjustment Spread and the specific terms of any Benchmark Amendments determined under this Condition 5.4 will be notified promptly by the Issuer, after receiving such information from the Independent Adviser, to the Agents and, in accordance with Condition 14, the Noteholders. Such notice shall be irrevocable and shall specify the effective date of the Benchmark Amendments, if any.

The Successor Rate or Alternative Rate, the Adjustment Spread (if any) and the Benchmark Amendments (if any) will (in the absence of manifest error or bad faith in the determination of the Successor Rate or Alternative Rate, the Adjustment Spread (if any) and the Benchmark Amendments (if any)) be binding on the Issuer, the Agents and the Noteholders.

(f) Survival of Original Reference Rate

If (i) the Issuer is unable to appoint an Independent Adviser; or (ii) the Independent Adviser appointed by it fails to determine a Successor Rate or, failing which, an Alternative Rate in accordance with this Condition 5.4 prior to the relevant Determination Date, the 5-year Mid-Swap Rate applicable to the next succeeding Reset Period shall be equal to the last 5-year Mid-Swap Rate available on the Screen Page as determined by the Calculation Agent.

For the avoidance of doubt, this Condition 5.4 shall apply to the relevant next succeeding Reset Period only and any subsequent Reset Periods are subject to the subsequent operation of, and to adjustment as provided in, this Condition 5.4.

Without prejudice to the obligations of the Issuer under this Condition 5.4, the Original Reference Rate and the fallback provisions provided for in the definition of 5-year Mid Swap Rate will continue to apply unless and until a Benchmark Event has occurred.

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

If Benchmark Amendments have been implemented pursuant to this Condition 5.4 and a new Benchmark Event occurs in respect of the then applicable Successor Rate or, as the case may be, the Alternative Rate, the Issuer shall use its reasonable endeavours to appoint an Independent Adviser and ensure that the provisions of this Condition 5.4 shall apply as if the Successor Rate or Alternative Rate were the Original Reference Rate.

(h) Disqualification

If the provisions of this Condition 5.4 would cause the Notes to cease qualifying as Tier 1 Own Funds by reason of the Successor Rate, Alternative Rate or Adjustment Spread (as confirmed by an authorised officer of the Issuer), the Margin will be adjusted to such extent as is necessary (as confirmed by an authorised officer of the Issuer) to ensure continued qualification as Tier 1 Own Funds, provided that the Margin shall never be negative.

Notwithstanding any other provision of this Condition 5.4, no Successor Rate, Alternative Rate or Adjustment Spread will be adopted, nor will any other Benchmark Amendments to the Conditions be made, if and to the extent that, (as confirmed by an authorised officer of the Issuer), the same would cause the Notes to cease qualifying as Tier 1 Own Funds of the Issuer or as other equivalent regulatory capital of the Issuer under the relevant rules.

Any confirmation referred to above signed by an authorised officer of the Issuer shall, in the absence of manifest error, be treated and accepted by the Issuer, the Noteholders and all other interested parties as correct and sufficient evidence thereof, shall be binding on all such persons and the Fiscal Agent shall be entitled to rely on such confirmation without liability to any person.

(i) Definitions

As used in this Condition 5.4:

**Adjustment Spread** means either a spread (which may be positive or negative), or the formula or the methodology for calculating a spread, in either case, which the Independent Adviser determines and which is required to be applied to the Successor Rate or the Alternative Rate as the case may be to reduce or eliminate, to the fullest extent reasonably practicable in the circumstances, any economic prejudice or benefit as the case may be to Noteholders as a result of the replacement of the Original Reference Rate with the Successor Rate or the Alternative Rate as the case may be and is the spread, formula or methodology which:

- (i) in the case of a Successor Rate, is formally recommended or formally provided as an option for parties to adopt in relation to the replacement of the Original Reference Rate with the Successor Rate by any Relevant Nominating Body; or
- (ii) in the case of an Alternative Rate or where (i) above does not apply, in the case of a Successor Rate, is recognised or acknowledged as being the industry standard for over-the-counter derivative transactions which reference the Original Reference Rate, where such rate has been replaced by the Successor Rate or the Alternative Rate, as the case may be; or
- (iii) if the Independent Adviser determines that no such industry standard is recognised or acknowledged, the spread, formula or methodology which the Independent Adviser (acting in good faith) determines to be appropriate;

**Alternative Rate** means an alternative benchmark or screen rate which the Independent Adviser determines in accordance with Condition 5.4(b) and which is customary in market usage in the international debt capital markets for the purposes of determining rates of interest (or the relevant component part thereof) for a determined interest period in euro;

**Benchmark Amendments** has the meaning given to it in Condition 5.4(d);

**Benchmark Event** means:

- (a) the Original Reference Rate ceasing to be published for a period of at least 10 Business Days or ceasing to exist; or
- (b) a public statement by the administrator of the Original Reference Rate that it will, by a specified date within the following six months, cease publishing the Original Reference Rate permanently or indefinitely (in circumstances where no successor administrator has been appointed that will continue publication of the Original Reference Rate); or
- (c) a public statement by the supervisor of the administrator of the Original Reference Rate, that the Original Reference Rate has been or will, by a specified date within the following six months, be permanently or indefinitely discontinued; or
- (d) a public statement by the supervisor of the administrator of the Original Reference Rate as a consequence of which the Original Reference Rate will be prohibited from being used either generally, or that its use will be subject to restrictions which would not allow its further use in respect of the Notes, in each case within the following six months; or
- (e) a public statement by the supervisor of the administrator of the Original Reference Rate that, in the view of such supervisor, such Original Reference Rate is no longer representative of an underlying market or the methodology to calculate such Original Reference Rate has significantly changed;
- (f) it has become unlawful for the Fiscal Agent, the Calculation Agent or the Issuer to calculate any payments due to be made to any Noteholder using the Original Reference Rate;
- (g) that a decision to withdraw the authorisation or registration pursuant to Article 35 of the Benchmarks Regulation of any benchmark administrator previously authorised to publish such Original Reference Rate has been adopted.

For the avoidance of doubt, in respect of paragraphs (b), (c), (d) and (e) above, such public statement will not constitute a Benchmark Event before the date falling six months prior the date specified in the relevant public announcement on which the Original Reference Rate is permanently or indefinitely discontinued or prohibited.

**Benchmarks Regulation** means Regulation (EU) 2016/1011, as amended or supplemented from time to time;

**Independent Adviser** means an independent financial institution of international repute or an independent financial adviser with appropriate expertise appointed by the Issuer at its own expenses under Condition 5.4(a);

**Original Reference Rate** means the 5-year Mid-Swap Rate;

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

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

**Successor Rate** means a successor to or replacement of the Original Reference Rate which is formally recommended by any Relevant Nominating Body, and if, following a Benchmark Event, two (2) or more successor or replacement rates are recommended by any Relevant Nominating Body, the Independent Adviser, shall determine which of those successor or replacement rates is most appropriate, having regard to, *inter alia*, the particular features of the relevant Notes and the nature of the Issuer.

## 5.5 Notifications, etc. to be final

All notifications, opinions, determinations, certificates, calculations, quotations and decisions given, expressed, made or obtained for the purposes of the provisions of this Condition 5, by the Fiscal Agent, will (in the absence of wilful default, bad faith or manifest error) be binding on the Issuer, the Fiscal Agent, the Paying Agent and all Noteholders and (in the absence of wilful default, bad faith or manifest error) no liability to the Issuer or the Noteholders shall attach to the Fiscal Agent in connection with the exercise or non-exercise by it of its powers, duties and discretions under this Condition.

## 6. REDEMPTION AND PURCHASE

The Notes may not be redeemed otherwise than in accordance with this Condition.

### 6.1 No Redemption Date

The Notes are perpetual notes in respect of which there is no maturity or redemption date. The Issuer shall be entitled to redeem the Notes only in accordance with the provisions below, and the Noteholders shall have no right to require the Issuer to redeem the Notes in any circumstances.

### 6.2 Optional Redemption from the First Call Date

The Issuer may, subject to the Prior Approval of the Relevant Supervisory Authority and Condition 6.9 (*Conditions to Redemption and Purchase*), subject to having given not more than thirty (30) nor less than fifteen (15) calendar days' prior notice to the Fiscal Agent and to the Noteholders in accordance with Condition 14 (*Notices*) (which notice shall be irrevocable), redeem the Notes in whole, but not in part, at their Base Call Price, at any time from the First Call Date to and including the First Reset Date and on any Interest Payment Date falling thereafter.

### 6.3 Redemption for Taxation Reasons

- (i) If, by reason of a change in any French law or regulation, or any change in the official application or interpretation thereof, becoming effective after the Issue Date, the Issuer would, on the occasion of the next payment of principal or interest due in respect of the Notes, not be able to make such payment without having to pay Additional Amounts as specified in Condition 9 (a **Gross-Up Event**), the Issuer may, subject to the Prior Approval of the Relevant Supervisory Authority and Condition 6.9 (*Conditions to Redemption and Purchase*), subject to having given not more than forty-five (45) nor less than thirty (30) calendar days' prior



notice to the Fiscal Agent and to the Noteholders in accordance with Condition 14 (*Notices*) (which notice shall be irrevocable), redeem the Notes in whole, but not in part, at their Base Call Price, provided that the due date for redemption shall be no earlier than the latest practicable Interest Payment Date on which the Issuer could make payment of principal or interest without withholding or deduction for French taxes.

- (ii) If the Issuer would on the next payment of principal or interest in respect of the Notes be obliged to pay Additional Amounts as specified under Condition 9 and the Issuer would be prevented by French law from making payment to the Noteholders of the full amount then due and payable, notwithstanding the undertaking to pay Additional Amounts contained in Condition 9 (a **Withholding Tax Event**), then the Issuer may, subject to the Prior Approval of the Relevant Supervisory Authority and Condition 6.9 (*Conditions to Redemption and Purchase*) and upon giving not less than seven (7) calendar days' prior notice to the Fiscal Agent and the Noteholders in accordance with Condition 14 (*Notices*) (which notice shall be irrevocable), redeem the Notes in whole, but not in part, at their Base Call Price, on the latest practicable date on which the Issuer could make payment of the full amount of principal or interest payable in respect of the Notes or, if such date is past, as soon as practicable thereafter.
- (iii) If, an opinion of a recognised law firm of international standing has been delivered to the Issuer and the Fiscal Agent, stating that by reason of a change in French law or regulation, or any change in the official application or interpretation of such law, becoming effective after the Issue Date, the tax regime of any payments under the Notes is modified and such modification results in the part of the interest payable by the Issuer in respect of the Notes that is tax-deductible being reduced (a **Tax Deductibility Event**), so long as this cannot be avoided by the Issuer taking reasonable measures available to it at the time, the Issuer may, subject to the Prior Approval of the Relevant Supervisory Authority and Condition 6.9 (*Conditions to Redemption and Purchase*), redeem the Notes in whole, but not in part, at their Base Call Price, on the latest practicable date on which the Issuer could make such payment with the part of the interest payable under the Notes being tax-deductible not being reduced or, if such date is past, as soon as practicable thereafter. The Issuer shall give the Fiscal Agent and the Noteholders in accordance with Condition 14 (*Notices*) (which notice shall be irrevocable) notice of any such redemption not less than thirty (30) nor more than forty-five (45) calendar days before the date fixed for redemption and the Fiscal Agent shall promptly thereafter publish a notice of redemption in accordance with Condition 14 (*Notices*).

#### **6.4 Optional Redemption for Regulatory Reasons**

If, at any time, the Issuer determines that a Regulatory Event has occurred with respect to the Notes on or after the Issue Date, the Issuer may, subject to the Prior Approval of the Relevant Supervisory Authority and Condition 6.9 (*Conditions to Redemption and Purchase*), redeem the Notes in whole, but not in part, subject to having given not more than forty-five (45) nor less than thirty (30) calendar days' prior notice to the Fiscal Agent and to the Noteholders in accordance with Condition 14 (*Notices*) (which notice shall be irrevocable), at their Base Call Price.

#### **6.5 Optional Redemption for Rating Reasons**

If, at any time, the Issuer determines that a Rating Methodology Event has occurred with respect to the Notes on or after the Issue Date, the Issuer may, subject to the Prior Approval of the Relevant Supervisory Authority and Condition 6.9 (*Conditions to Redemption and Purchase*), redeem the Notes subject to having given not more than forty-five (45) nor less than thirty (30) days' prior notice to the Fiscal Agent and the Noteholders in accordance with Condition 14 (*Notices*), in whole, but not in part, at the option of the Issuer, at any time, at their Base Call Price.

## 6.6 Clean-up Redemption

The Issuer may, at any time after the Issue Date, elect, subject to the Prior Approval of the Relevant Supervisory Authority and Condition 6.9 (*Conditions to Redemption and Purchase*) and subject to having given not more than forty-five (45) nor less than thirty (30) days' prior notice to the Fiscal Agent and the Noteholders in accordance with Condition 14 (*Notices*), to redeem all, but not some only, of the Notes at their Base Call Price if 75% (seventy five per cent.) or more of the Notes issued on the Issue Date (and, if applicable, on the relevant issue date(s) of any further notes issued pursuant to Condition 15 (*Further Issues*)) has been purchased and cancelled at the time of such election.

## 6.7 Purchases

The Issuer may, at any time, subject to the Prior Approval of the Relevant Supervisory Authority and Condition 6.9 (*Conditions to Redemption and Purchase*), purchase Notes in the open market or otherwise at any price in accordance with applicable laws and regulations. All Notes so purchased by the Issuer may (i) be held and resold in accordance with Articles L.213-0-1 and D.213-0-1 of the French *Code monétaire et financier* for the purpose of enhancing the liquidity of the Notes or (ii) be cancelled in accordance with Article L.228-74 of the French *Code de commerce*.

## 6.8 Cancellation

All Notes which are redeemed or purchased for cancellation by the Issuer pursuant to this Condition 6 will forthwith be cancelled (together with rights to interest any other amounts relating thereto) by transfer to an account in accordance with the rules and procedures of Euroclear France.

Any Notes so cancelled may not be resold and the obligations of the Issuer in respect of any such Notes shall be discharged.

## 6.9 Conditions to Redemption and Purchase

The Notes may not be redeemed or purchased pursuant to any of the redemption provisions referred to above if:

- (i) a Regulatory Deficiency has occurred and is continuing on the due date for redemption or such redemption or purchase would itself cause a Regulatory Deficiency, except, only in respect of breach of the Solvency Capital Requirement of the Issuer and/or the SGAM if (a) the Relevant Supervisory Authority has exceptionally waived the suspension of redemption or purchase, (b) the Notes have been exchanged for or converted into another Tier 1 Own Fund of at least the same quality and (c) the Minimum Capital Requirement of the Issuer and/or SGAM is complied with after the redemption or purchase (the **Conditions to Redemption and Purchase**); or
- (ii) an Insolvent Insurance Affiliate Winding-up has occurred and is continuing on the date due for redemption or purchase (to the extent required under the Applicable Supervisory Regulations in order for the Notes to be treated under the Applicable Supervisory Regulations as Tier 1 Own Funds of the Issuer and/or the SGAM except to the extent permitted under the Applicable Supervisory Regulations and with the Prior Approval of the Relevant Supervisory Authority.

Notwithstanding any other provision therein, the Notes may only be redeemed or purchased to the extent provided in the prevailing Applicable Supervisory Regulations.

Should a Regulatory Deficiency or an Insolvent Insurance Affiliate Winding-up occur after a notice for redemption has been given to the Noteholders, such redemption notice would become automatically void and notice thereof would be given promptly by the Issuer.

If practicable under the circumstances, the Issuer will give notice to the Noteholders and to the Fiscal Agent of any deferral or cancellation of the redemption of the Notes. This notice will not be a condition to the deferral or cancellation of redemption. Any delay or failure by the Issuer to give such notice shall not affect the deferral described above.

The Notes may not be redeemed or purchased upon the occurrence of a Rating Methodology Event or if the conditions for a Clean-up Redemption are met, prior to the fifth anniversary of the Issue Date or, if applicable, the issue date of the last tranche of any Further Notes (whichever is the later), unless the redemption or purchase has been funded out of the proceeds of a new issuance of own-funds capital of the same or higher quality as the Notes, if required pursuant to the Applicable Supervisory Regulations.

The Notes may not be redeemed or purchased upon the occurrence of a Regulatory Event prior to the fifth anniversary of the Issue Date or, if applicable, the issue date of the last tranche of any Further Notes (whichever is the later), unless (i) (x) the Relevant Supervisory Authority has confirmed to the Issuer that it is satisfied that the Solvency Capital Requirement is exceeded by an appropriate margin (taking into account the position of the Issuer including the Issuer's medium-term capital plan) and (y) the Issuer demonstrates to the satisfaction of the Relevant Supervisory Authority that the Regulatory Event was not reasonably foreseeable at the time of the issuance of the Notes and (z) the Relevant Supervisory Authority considers such change in the regulatory classification of the Notes to be sufficiently certain and/or (ii) the redemption or purchase has been funded out of the proceeds of a new issuance of own-funds capital of the same or higher quality as the Notes, in each case, if required pursuant to the Applicable Supervisory Regulations.

The Notes may not be redeemed or purchased upon the occurrence of a Tax Deductibility Event or, if a Redemption Alignment Event has occurred, a Withholding Tax Event or a Gross-up Event prior to the fifth anniversary of the Issue Date or, if applicable, the issue date of the last tranche of any Further Notes (whichever is the later), unless (i) (x) the Relevant Supervisory Authority has confirmed to the Issuer that it is satisfied that the Solvency Capital Requirement is exceeded by an appropriate margin (taking into account the position of the Issuer including the Issuer's medium-term capital plan) and (y) the Issuer demonstrates to the satisfaction of the Relevant Supervisory Authority that the Tax Deductibility Event, the Withholding Tax Event or, as the case may be, the Gross-up Event is material and was not reasonably foreseeable at the time of the issuance of the Notes and/or (ii) the redemption or purchase has been funded out of the proceeds of a new issuance of own-funds capital of the same or higher quality as the Notes, in each case, if required pursuant to the Applicable Supervisory Regulations.

The Notes may not be redeemed pursuant to Condition 6.2 (*Optional Redemption from the First Call Date*) or upon the occurrence of a Tax Deductibility Event or, if a Redemption Alignment Event has occurred, a Withholding Tax Event or a Gross-up Event, a Regulatory Event, a Rating Methodology Event or if the conditions for a Clean-up Redemption are met or purchased in accordance with Condition 6.7 (*Purchases*), after the fifth anniversary of the Issue Date or, if applicable, the issue date of the last tranche of any Further Notes (whichever is the later) and before the tenth anniversary of the Issue Date, or any other such period prescribed by the Applicable Supervisory Regulations, unless (i) the Relevant Supervisory Authority has confirmed to the Issuer that it is satisfied that the Solvency Capital Requirement is exceeded by an appropriate margin (taking into account the solvency position of the Issuer including the Issuer's medium-term capital plan) or (ii) the redemption or purchase has been funded out of the proceeds of a new issuance of own-funds capital of the same or higher quality as the Notes.

## 7. PRINCIPAL LOSS ABSORPTION

### 7.1 Write-Down upon Trigger Event

A **Trigger Event** shall be deemed to have occurred if, at any time, the Issuer determines that any of the following has occurred:

- (a) the amount of own funds eligible to cover the Solvency Capital Requirement of the Issuer, or the SGAM (as the case may be) determined under the Applicable Supervisory Regulations is equal to or less than 75 per cent. of the Solvency Capital Requirement; or
- (b) the amount of own funds eligible to cover the Minimum Capital Requirement of the Issuer, or the SGAM (as the case may be) determined under the Applicable Supervisory Regulations is equal to or less than the Minimum Capital Requirement; or
- (c) the amount of own funds eligible to cover the Solvency Capital Requirement of the Issuer, or the SGAM (as the case may be) has been less than 100 per cent. but more than 75 per cent. of the Solvency Capital Requirement for a continuous period of three months (commencing on the date on which non-compliance with such Solvency Capital Requirement was first observed) (the Trigger Event being described in this subparagraph (c), a **Special Trigger Event**).

If a Trigger Event pursuant to (a), (b) or (c) above has occurred, the Issuer shall deliver a Write-Down Notice to the Noteholders and to Euronext Growth in accordance with Condition 14 (*Notices*) as soon as practicable after such event.

### 7.2 Write-Down procedure

If a Trigger Event occurs:

- (i) the Issuer shall immediately notify the Relevant Supervisory Authority; and
- (ii) any interest which is accrued and unpaid up to (and including) the Write-Down Date (whether or not such interest has become due for payment) shall be automatically cancelled (it being specified that such cancellation shall not constitute a default or event of default of the Issuer for any purpose); and
- (iii) the Issuer shall promptly (and without the need for the consent of the Noteholders) write-down the Notes by reducing the Prevailing Principal Amount by the Write-Down Amount (such action a **Write-Down** and **Written Down** being construed accordingly).

Any such Write-Down shall be applied in respect of each Note equally.

A Write-Down of the Notes shall not constitute a default or event of default in respect of the Notes or a breach of the Issuer's obligations or duties or a failure to perform by the Issuer in any manner whatsoever, and shall not entitle Noteholders to accelerate the Notes, to petition for the insolvency or dissolution of the Issuer or to take any other action.

Following a Write-Down, Noteholders will be automatically deemed to waive irrevocably their rights to receive, and no longer have any rights against the Issuer with respect to, any principal amount by which the Notes have been Written-Down (without prejudice to the rights of Noteholders in respect to any reinstated principal amounts following a Discretionary Reinstatement).

A Write-Down may occur on one or more occasions following each Write-Down Testing Date and each Note may be Written-Down on more than one occasion. Accordingly, if, after a Write-Down, a Special Trigger Event occurs at any Write-Down Testing Date, a further Write-Down shall be required:

1. if the Trigger Event subsequently occurs in the circumstances described in point (a) or point (b) of the Trigger Event definition in Condition 7.1 (*Write-Down upon Trigger Event*), and if required by the relevant rules applicable at the time of the Trigger Event, the Prevailing Principal Amount is written down to EUR 0.01 to the extent required by the Applicable Supervisory Regulations at the time of the Trigger Event, or any other amount that would be required by the Applicable Supervisory Regulations at the time of the Trigger Event;
2. if, by the end of the period of three months from the date of the Trigger Event that resulted in the initial Write-Down, no Trigger Event has occurred in the circumstances described in point (a) or (b) of the Trigger Event definition in Condition 7.1 (*Write-Down upon Trigger Event*) but the SCR Ratio has deteriorated further, the Prevailing Principal Amount is Written-Down further in accordance with point (ii)(y) (a) of the definition of Write-Down Amount to reflect that further deterioration in the SCR Ratio;
3. a further Write-Down is made in accordance with point (2) above for each subsequent deterioration in the SCR Ratio at the end of each subsequent period of three months until the Issuer and/or the SGAM has re-established compliance with the Solvency Capital Requirement or the Prevailing Principal Amount is Written Down to EUR 0.01.

For the avoidance of doubt, any such amount necessary or required under this Condition 7.2 (including all relevant taxes as the case may be) could be up to the amount resulting in the full Write-Down of the Notes to EUR 0.01 per Note.

To the extent that the Prevailing Principal Amount of the Notes has been Written-Down, interest shall accrue on such Written-Down Prevailing Principal Amount in accordance with these Conditions as from the relevant Write-Down Date.

For the purpose of these Conditions, a Note with a Prevailing Principal Amount of EUR 0.01 shall be deemed to be fully written down at that point in time.

In addition, if the Write-Down of, or, as the case may be, conversion of any Loss Absorbing Tier 1 Instrument of the Issuer or as applicable any member of the SGAM is not, or by the relevant Write-Down Date will not be, effective:

- (1) the ineffectiveness of any such reduction or, as the case may be, conversion shall not prejudice the requirement to effect a reduction to the Prevailing Principal Amount pursuant to this Condition; and
- (2) the Write-Down of, or, as the case may be, conversion of any such Loss Absorbing Tier 1 Instrument which is not, or by the Write-Down Date will not be, effective shall not be taken into account in determining such reduction of the Prevailing Principal Amount.

To the extent permitted by the Applicable Supervisory Regulations at the time of the Trigger Event and subject that no previous Trigger Event have occurred pursuant to Condition 7.1(a) or 7.1(b), the Relevant Supervisory Authority may exceptionally waive the Write-Down with respect to the Special Trigger Event on the basis of receiving both following pieces of information: (i) when the Issuer submits the recovery plan required by Article 138(2) of the Solvency II Directive, projections that demonstrate that triggering the Write-Down in that case would be very likely to give rise to a tax liability that would have a significant adverse effect on the solvency position of the Issuer or the SGAM and (ii) a certificate issued by the Issuer's statutory auditors certifying that all of the assumptions used in the projections are realistic.

### 7.3 Discretionary Reinstatement

Following any reduction of the Prevailing Principal Amount pursuant to Condition 7 (*Principal Loss Absorption*), the Issuer may to the extent permitted by the Applicable Supervisory Regulations at the relevant time and provided that this Condition 7.3 shall not apply to the extent that the existence of such provision would cause the occurrence of a Regulatory Event, at its discretion, increase the Prevailing Principal Amount of the Notes (a **Discretionary Reinstatement**) on any date and in any amount that it determines in its discretion (either to the Principal Amount or to any lower amount) provided that such Discretionary Reinstatement:

- (a) is permitted only if the Issuer and/or the SGAM comply with the Solvency Capital Requirement of the Issuer and/or the SGAM following such Discretionary Reinstatement;
- (b) is not activated by reference to Own Fund Items issued or increased in order to restore compliance with the Solvency Capital Requirement of the Issuer and/or the SGAM;
- (c) occurs only on the basis of profits which contribute to Issuer's Distributable Items made subsequent to the restoration of compliance with the Solvency Capital Requirement of the Issuer and/or the SGAM in a manner that i) does not undermine the loss absorbency intended by Article 71(5) and Article 71(5)bis of the Solvency II Regulation and ii) does not hinder recapitalisation as required by Article 71(1)(d) of the Solvency II Regulation;
- (d) does not result in a Trigger Event;
- (e) occurs no later than ten (10) years since the last Write-Down Date; and
- (f) is authorised only if the Issuer and/or the SGAM is not subject to any Administrative Procedure and provided that if the Issuer and/or the SGAM has been subject to such Administrative Procedure, the Relevant Supervisory Authority has formally notified the Issuer and/or the SGAM of the end of such Administrative Procedure.

A Discretionary Reinstatement may occur on one or more occasions until the Prevailing Principal Amount of the Notes has been reinstated to the Principal Amount. Any decision by the Issuer to effect or not to effect any Discretionary Reinstatement on any occasion shall not preclude it from effecting or not effecting any Discretionary Reinstatement on any other occasion.

Any Discretionary Reinstatement shall be applied in respect of each Note equally. Subject to any existing contractual restrictions, the Discretionary Reinstatement shall be effected using the amounts designated therefor on a *pari passu* basis with the discretionary reinstatement of other Loss Absorbing Tier 1 Instruments of the Issuer which provide for a discretionary reinstatement and for which the conditions for a discretionary reinstatement are fulfilled.

Notice of any Discretionary Reinstatement shall be given to the Noteholders and Euronext Growth in accordance with Condition 14 (*Notices*) as soon as possible and no later than five (5) Business Days prior to the date on which such Discretionary Reinstatement becomes effective.

Notice of disapplication of this Condition 7.3 shall be given to the Noteholders in accordance with Condition 14 (*Notices*) as soon as the Issuer is aware that the existence of Condition 7.3 would cause a Regulatory Event.

## **8. PAYMENTS**

### **8.1 Method of Payment**

Payments of principal, interest (including, for the avoidance of doubt, any Additional Interest Amounts) and other amounts in respect of the Notes will be made in Euro, by transfer to a EUR-denominated account (or any other account to which Euro may be credited or transferred) specified by the payee in a country within the T2 System. Such payments shall be made for the benefit of the Noteholders to the Account Holders and all payments made to such Account Holders in favour of Noteholders will be an effective discharge of the Issuer and the Fiscal Agent, as the case may be, in respect of such payment.

None of the Issuer, the Fiscal Agent or the Paying Agents shall be liable to any Noteholder or other person for any commission, costs, losses or expenses in relation to, or resulting from, the credit or transfer of Euro, or any currency conversion or rounding effect in connection with such payment being made in Euro.

Payments in respect of principal and interest on the Notes will, in all cases, be made subject to any fiscal or other laws and regulations or orders of courts of competent jurisdiction applicable in respect of such payments to the Issuer, the relevant Paying Agent, the relevant Account Holder or, as the case may be, the person shown in the records of Euroclear France, Euroclear or Clearstream as the holder of a particular nominal amount of Notes, but without prejudice to the provisions of Condition 9 (*Taxation*).

### **8.2 Payments on Business Days**

If any due date for payment of principal, interest or other amounts in respect of any Note is not a Business Day, then the holder of such Note shall not be entitled to payment of the amount due until the next following Business Day and will not be entitled to any interest or other sums with respect to such postponed payment.

### **8.3 Fiscal Agent, Paying Agents and Calculation Agent**

The name of the initial Fiscal Agent, Principal Paying Agent and Calculation Agent and its specified office are set out below:

**BNP Paribas**  
Les Grands Moulins de Pantin  
9, rue du Débarcadère  
93500 Pantin  
France

The Issuer reserves the right at any time to vary or terminate the appointment of the Fiscal Agent or a Paying Agent and/or appoint additional or other Paying Agents or approve any change in the office through which any such Agent acts, provided that there will at all times be a Fiscal Agent and a Principal Paying Agent having a specified office in a European city. Notice of any such change or any change of specified office shall promptly be given as soon as reasonably practicable to the Noteholders in accordance with Condition 14 (*Notices*) and, so long as the Notes are listed on Euronext Growth and if the rules applicable to such multilateral trading facility so require, to such multilateral trading facility.

Any termination or appointment shall only take effect (other than in the case of insolvency, when it shall be of immediate effect) after not more than forty-five (45) nor less than thirty (30) calendar days' notice thereof shall have been given to the Noteholders by the Issuer in accordance with Condition 14 (*Notices*).

## 9. TAXATION

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

If French law should require that payments of principal or interest made by the Issuer in respect of any Note be subject to withholding or deduction in respect of any present or future taxes, duties, assessments or governmental charges of whatever nature, and provided a Tax Alignment Event has occurred and is continuing, the Issuer, will, to the fullest extent then permitted by law, pay such additional amounts (**Additional Amounts**) as shall result in receipt by the Noteholders of such amounts as would have been received by them had no such withholding or deduction been required, except that no such Additional Amounts shall be payable with respect to any Note to, or to a third party on behalf of, a Noteholder who is liable to such taxes, duties, assessments or governmental charges in respect of such Note by reason of his having some connection with France other than the mere holding of the Note.

## 10. PRESCRIPTION

Claims against the Issuer for the payment of principal and interest in respect of the Notes shall become prescribed ten (10) years (in the case of principal) and five (5) years (in the case of interest) from the appropriate relevant due date for payment thereof.

## 11. VARIATION AND SUBSTITUTION OF THE NOTES

- (a) If a Regulatory Event, a Rating Event or an event pursuant to which the Issuer has the right to redeem the Notes pursuant to Condition 6.3 (*Redemption for Tax Reasons*) (and subject to the occurrence of a Redemption Alignment Event) occurs, the Issuer may, at any time, without any requirement for the consent or approval of the Noteholders, vary the Conditions or substitute all (and not some only) of the Notes for other Notes, so that the varied Notes or the substituted Notes, as the case may be, become Qualifying Equivalent Securities.
- (b) The principal amount of the Qualifying Equivalent Securities to be received by Noteholders in any substitution will have the same Principal Amount or Prevailing Principal Amount as the Notes prior to variation or substitution.
- (c) Any variation or substitution of the Notes is subject to its prior notification by the Issuer to the Noteholders by no more than sixty (60) nor less than thirty (30) calendar days' prior notice (which notice shall be irrevocable and shall specify the date fixed for such variation or substitution) in accordance with Condition 14 (*Notices*) and to:
  - (i) the Issuer giving at least six (6) months' prior written notice to, and receiving no objection from, the Relevant Supervisory Authority (or such shorter period of notice as the Relevant Supervisory Authority may accept and so long as such notice is required to be given);
  - (ii) the Issuer being in compliance with the Applicable Supervisory Regulations on the date of such variation or substitution, and such variation or substitution not resulting directly or indirectly in a breach of the Applicable Supervisory Regulations;
  - (iii) the Issuer complying with the rules of any multilateral trading facility or stock exchange (or any other relevant authority) on which the Issuer has had its Notes listed or admitted to trading, and (for so long as the rules of such exchange or relevant authority require) the publication of any appropriate supplement, listing particulars or offering circular in connection therewith;



- (iv) the issue of legal opinions addressed to the Fiscal Agent from one or more independent legal advisers of recognised standing confirming that (x) the Issuer has capacity to assume all rights and obligations under the new substituted Notes or varied Notes and has obtained all necessary corporate or governmental authorisation to assume all such rights and obligations and (y) the legality, validity and enforceability of the new exchanged Notes or varied Notes; and
  - (v) the full payment on the immediately preceding Interest Payment Date (if any) of all interest amounts due on such date (subject to their cancellation under these Conditions).
- (d) **Qualifying Equivalent Securities** means securities which have terms not being materially less favourable to the interests of the Noteholders as determined by the senior management of the Issuer in consultation with an Independent Agent, and provided that a certification to such effect shall have been delivered by an authorised officer of the Issuer to the Fiscal Agent (including as to the consultation with the Independent Agent and in respect of the matters specified in (i) to (vi) below) for the benefit of the Noteholders prior to the variation or substitution (upon which the Fiscal Agent shall be entitled to rely without liability to any person) and which:
- (i) satisfy the criteria for the eligibility for inclusion of the proceeds of the Notes, under the tier one own funds regulatory capital;
  - (ii) shall bear at least the same interest rate basis from time to time to that applying to the Notes and preserve the Interest Payment Dates;
  - (iii) contain new terms providing for cancellation and suspension of payments of interest or principal only if such terms are not materially less favourable to an investor than the cancellation and suspension provisions, respectively contained in Condition 5 (*Interest*) and Condition 6 (*Redemption and Purchase*);
  - (iv) shall rank at least *pari passu* with the Notes (prior to variation or substitution);
  - (v) preserve the obligations (including the obligations arising from the exercise of any right) of the Issuer as to redemption of the Notes, including (without limitation) as to timing of, and amounts payable upon such redemption; and
  - (vi) preserve any rights under the Conditions to any accrued interest, and any existing rights to other amounts payable under the Notes which have accrued to Noteholders and not been paid.

## 12. ENFORCEMENT EVENTS

There are no events of default in respect of the Notes. However, each Note shall become immediately due and payable at its Prevailing Principal Amount, together with accrued interest thereon, if any, to the date of payment (including any Additional Amounts thereon), in the event that a judgment is rendered by any competent court declaring the judicial liquidation (*liquidation judiciaire*) of the Issuer, or in the event of a transfer of the whole of the business of the Issuer (*cession totale de l'entreprise*) subsequent to the opening of a judicial recovery procedure (*redressement judiciaire*), or if the Issuer is liquidated for any other reason.

## 13. REPRESENTATION OF THE NOTEHOLDERS

The Noteholders will be grouped automatically for the defence of their respective common interests in a *masse* (hereinafter referred to as the **Masse**) which will be governed by the provisions of Articles L.228-46 et seq. of the French *Code de commerce* as supplemented by this Condition 13.

### (a) Legal Personality

The *Masse* will be a separate legal entity, by virtue of Article L.228-46 of the French *Code de commerce*, acting in part through a representative (the **Representative**) and in part through collective decisions of Noteholders (the **Collective Decisions**).

The *Masse* alone, to the exclusion of all individual Noteholders, shall exercise the common rights, actions and benefits which now or in the future may accrue with respect to the Notes.

**(b) Representative**

The initial Representative shall be:

F&S Financial Services  
13 rue Oudinot  
75007 Paris  
France

The following person is designated as alternate Representative of the *Masse* (the **Alternate Representative**) is:

Mr. Vincent Fabié  
13 rue Oudinot  
75007 Paris  
France

In the event of liquidation, dissolution, death, retirement or revocation of appointment of the Representative, such Representative will be replaced by the Alternate Representative. In the event of liquidation, dissolution, death, retirement or revocation of appointment of the Alternate Representative another Representative will be elected by a Collective Decision.

The Representative will be entitled to a remuneration of €450 (VAT excluded) per year payable by the Issuer on the first Interest Payment Date of each calendar year with the first payment at the Issue Date.

The Representative will exercise its duty until its dissolution, resignation or termination of its duty by a general assembly of Noteholders or until it becomes unable to act. Its appointment shall automatically cease on the Final Maturity Date, or total redemption prior to the Final Maturity Date.

All interested parties will at all times have the right to obtain the name and the address of the Representative at the head office of the Issuer and at the offices of any of the Paying Agents.

**(c) Powers of the Representative**

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

All legal proceedings against the Noteholders or initiated by them, in order to be valid, must be brought against the Representative or by it.

**(d) Collective Decisions**

Collective Decisions are adopted either in a general meeting (the **General Meeting**) or by unanimous consent following a written consultation (the **Written Unanimous Decision**).

In accordance with Article R.228-71 of the French *Code de commerce*, the rights of each Noteholder to participate in Collective Decisions will be evidenced by the entries in the books of the relevant

Account Holder or the Issuer of the name of such Noteholder as of 0:00 Paris time, on the second (2<sup>nd</sup>) business day in Paris preceding the date set for the Collective Decision.

Collective Decisions must be published in accordance with Condition 13(g).

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

**(i) General Meetings**

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

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

Notice of the date, hour, place, agenda and quorum requirements of any General Meeting will be published as provided under Condition 13(g) not less than fifteen (15) calendar days prior to the date of the General Meeting on first convocation and not less than five (5) calendar days prior to the date of the General Meeting on second convocation.

Each Noteholder has the right to participate in a General Meeting in person, by proxy by correspondence or by visioconference or by any other means of telecommunication allowing the participation of the Noteholders. Each Note carries the right to one vote.

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

**(ii) Written Unanimous Decision**

At the initiative of the Issuer or the Representative, Collective Decisions may also be taken by a Written Unanimous Decision.

Such Written Unanimous Decision shall be signed by or on behalf of all the Noteholders without having to comply with formalities and time limits referred to in Condition 13(d)(i). Any such decision shall, for all purposes, have the same effect as a resolution passed at a General Meeting of such Noteholders. Such Written Unanimous Decision may be contained in one document or in several documents in like form each signed by or on behalf of one or more of such Noteholders and shall be published in accordance with Condition 13(g).

**(e) Exclusion of certain provisions of the French Code de commerce**

The provisions of Article L.228-65 I. 1°, 3° et 4° of the French *Code de commerce* (respectively providing for a prior approval of the General Meeting of the Noteholders of any change in corporate purpose or form of the Issuer, in case of merger or demerger or of an issue of bonds benefiting from a security (*sûreté réelle*)) and the related provisions of the French *Code de commerce* shall not apply to the Notes.

**(f) Expenses**

The Issuer will pay all reasonable expenses incurred in the operation of the *Masse*, including expenses relating to the calling and holding of Collective Decisions and the expenses which arise by virtue of the remuneration of the Representative, and more generally all administrative expenses resolved upon by Collective Decisions, it being expressly stipulated that no expenses may be imputed against interest payable under the Notes.

For the avoidance of doubt, in this Condition 13 "**outstanding**" shall not include those Notes purchased by the Issuer pursuant to Article L.213-0-1- of the French *Code monétaire et financier* that are held by it and not cancelled.

**(g) Notices to Noteholders**

Any notice to be given to Noteholders in accordance with this Condition 13 shall be given in accordance with Condition 14 (*Notices*).

**14. NOTICES**

- (a) Notices required to be given to the Noteholders may be given by delivery of the relevant notice to Euroclear France, Euroclear, Clearstream and any other clearing system through which the Notes are for the time being cleared.
- (b) Any such notice shall be deemed to have been given on the date of such publication or, if published more than once or on different dates, on the date of the first publication.

**15. FURTHER ISSUES**

Subject to prior approval of the Relevant Supervisory Authority, the Issuer may, from time to time without the consent of the Noteholders, issue further notes to be assimilated (*assimilables*) with the Notes as regards their financial service, provided that such further notes and the Notes shall carry rights identical in all respects (or in all respects except for the first payment of interest thereon) and that the terms of such further notes shall provide for such assimilation. In the event of such assimilation, the Noteholders and the holders of any assimilated notes will, for the defence of their common interests, be grouped in a single *Masse* having legal personality.

**16. WAIVER OF SET-OFF**

No Noteholder may at any time exercise or claim any Waived Set-Off Rights 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 the Notes) and each such Noteholder shall be deemed to have waived all Waived Set-Off Rights 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 16 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 16.

For the purposes of this Condition 16, **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.

## **17. GOVERNING LAW AND JURISDICTION**

The Notes are governed by the laws of France.

Any claim against the Issuer in connection with any Notes may be brought before any competent courts within the jurisdiction of the *Cour d'Appel* of Paris.

## **USE OF PROCEEDS**

The net proceeds of the issue of the Notes will be used to fund the general corporate purposes of the Issuer, including the refinancing of existing indebtedness, which may include the repurchase via a tender offer of the Issuer's outstanding €768,405,000 5.050% Reset Undated Subordinated Notes with a call date in 2025 (ISIN: XS1155697243).

## DESCRIPTION OF THE ISSUER

*This section shall be read and construed in conjunction with the relevant sections of the 2023 Financial Report and the 2022 Financial Report (see section "Documents Incorporated by Reference") which are incorporated in, and shall be deemed to form part of, this Information Memorandum.*

### LEGAL ENVIRONMENT OF LA MONDIALE

#### Legal form, legal and commercial name

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La Mondiale is a Mutual Life and Pension Insurance Company (*société d'assurance mutuelle sur la vie et de capitalisation*), administered by a board of directors under the French *Code des assurances* and registered at the *Registre du Commerce et des Sociétés* of Lille under reference number 775 625 635. The legal name of La Mondiale is "La Mondiale" and its commercial name is "AG2R LA MONDIALE". Its registered office is currently 32, avenue Emile Zola, 59370 Mons-en-Baroeul, France and its telephone number is +33 (0)1 76 60 84 01 and +33 (0)3 20 67 37 00.

#### History

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La Mondiale was founded in 1905 in Lille by seven entrepreneurs from the North of France in order to service complementary retirement of SME payrolls and independent workers. Its by-laws were registered on 16 December 1905 and approved by the first general assembly on 18 December 1905.

First registered as an "insurance company with a mutual form" approved by a public decree published on 13 March 1907, La Mondiale became a Mutual Life and Pension Insurance Company (*société d'assurance mutuelle sur la vie et de capitalisation*) with the 1989 reform of the French *Code des assurances* enacted by the insurance law of 31 December 1989. La Mondiale is regulated by the French *Autorité de contrôle prudentiel et de résolution* (**ACPR**).

La Mondiale was initially constituted for 99 years. It is now established until 31 December 2082.

Its fiscal year ends on 31 December in each year.

La Mondiale acquired La Henin Vie (now La Mondiale Partenaire) in 1999. In 2002, La Mondiale set up a partnership with Aegon regarding supplementary retirement schemes which ended in March 2015.

Since 2008, La Mondiale is a member of a mutual insurance group owned by its members and taking the form of a *Société de Groupe d'Assurance Mutuelle* together with AG2R Prévoyance (SGAPS AG2R La Mondiale since 1 January 2018). SGAM AG2R La Mondiale and its members, each with its own consolidated perimeter, form part of a combined group (the **SGAM**).

La Mondiale is also a member of the tax group headed by SGAM since 1 January 2014.

In 2009, AG2R Prévoyance and La Mondiale formed the group **AG2R La Mondiale Group**. The core business of La Mondiale is specialised in savings and retirement related and the core business of AG2R Prévoyance is specialised in protection, health and pension servicing on behalf of the public pension system.

In 2016, CNP Assurances took 40% of Arial Assurances, in order to create Arial CNP Assurances, a joint-venture to run group pension business for large corporates.

In 2021, La Mondiale took 67% of Aegide, company running senior residences business.

In 2022, was created La Mondiale Retraite Supplémentaire, in order to perform group pension for small business within FRPS solvency framework.

## Activities permitted by the by-laws

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La Mondiale is permitted to engage in all life insurance and reinsurance operations including savings plans, capitalisation, annuities, pension plans, single or regular premium. Major life insurance products in France are split between savings-type products and pension-type products. Savings-type products benefit from a tax advantage and give a guarantee, for a certain period or for the whole life of the product, of capital denominated either in currency or in units (unit-linked contracts). Most savings-type products are single premium although additional premiums can also be made. Pension-type products also benefit from a tax advantage but the guarantee is given on a minimum annuity. These products are generally sold for the whole life of the insured. Premiums are paid regularly by the insured until retirement after which a pension or an annuity is paid to the insured until death.

La Mondiale is also allowed to engage in health and disability coverage.

### Board of Directors of the Issuer

Mr. Bruno ANGLES, Chief Executive Officer

- Chief Executive Officer of SGAM and SGAPS AG2R La Mondiale and Director of SGAM
- General Delegate of the *Association sommitale* AG2R La Mondiale
- Director and member of the Supervisory Board of AG2R La Mondiale's other entities

Mrs. Isabelle SIMELIERE, Chairman

- Chairman of VOUS Consulting, a consulting firm specializing in digital strategy and transformation.
- Director of SGAM

Mr. Philippe LAMBLIN, Director and Vice Chairman

- Chairman of the Board of Directors of the Caisse d'Epargne Hauts de France (*SA Coopérative*)
- Vice-Chairman of the Foundation of the Caisse d'Epargne Nord France Europe
- Member of the Board of Directors of Oney Bank
- Vice Chairman of SGAM

Mr. André-Paul BAHUON, Director

- Chairman of Créatis Groupe SAS, Créatis Expertise & Conseil
- SAS, Créatis Audit SAS and Créatis Gomez & Associates SA
- Director of SGAM

Mr. Gautier BATAILLE DE LONGPREY, Director

- Director of the Compagnie Financière Degroof Petercam
- Director of SGAM

Mr. Michel CHASSANG, Director

- Director of LCL, MACSF, Assumed and Anpreps
- Chairman of UNAPL
- Director of SGAM

Mrs Delphine GALLIN, Director

- Lawyer, member of the Bar in Marseille
- Chairman of SGAM

Mr. Christian GOLLIER, Director

- Chief Executive Officer of the Toulouse school of economics and Chairman of the European Association of Environmental and Resource Economists (EARE)
- Director of *Labex Finance et Croissance Durable*
- Director of SGAM



Mr. Gilles GUITTON, Director

- Director of SGAM
- Chairman of SASU GG7, GB Corporate Finance and the *Association Neuill enne de soins   domicile* (ANSIAD)

Mrs. Manou HEITZMANN-MASSENEZ, Director

- Export Director of the *Distillerie Massenez*
- Director of INLI Strasbourg, INSA Strasbourg, and the management school of Strasbourg
- Director of GIAC Group
- Director of SGAM

Mrs. Odette JARIEL, Director

- Training Consultant for business industry
- Director of SGAM

Mr. Franck MOUGIN, Director

- Chairman of FRMO Conseil
- Director of SGAM

Mr. Yannick OLLIVIER, Director

- Chairman of the Compagnie Nationale des Commissaires aux Comptes (CNCC),
- Director of SGAM

Mrs. Jo lle PREVOT-MADERE, Director

- Manager of a transport company in Guyana
- Director of SGAM

Mrs. Sylvie REULET, Director

- Lawyer, member of the Bar in Bordeaux
- Director of SGAM

Mr. Arnaud VANDECASTEELE, Director representing the employees

- Director of SGAM

The business address of the members of the Board of Directors is 14-16 boulevard Malesherbes – 75008 Paris – France.

There is no conflict of interest between the duties to the Issuer of the members of the Board of Directors of the Issuer and their private interests.

## General management Committee

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Mr. Bruno ANGLES, Chief Executive Officer of La Mondiale, Insurance (life, savings), projects and organisation

- Chairman and Chief Executive Officer of La Mondiale
- Director and/or member of the Supervisory Board of AG2R La Mondiale's other entities

Mr. Benoît COURMONT, Executive Vice President (*Directeur général adjoint*) of La Mondiale, Insurance (life, savings), projects and organisation

- Director and/or member of the Supervisory Board of AG2R La Mondiale's other entities

Mr. Philippe DABAT, Deputy Executive Vice President (*Directeur général adjoint*) of La Mondiale, Insurance and distribution

- Director and/or member of the Supervisory Board of AG2R La Mondiale's other entities

Mr. Olivier ARLES, Deputy Chief Executive Officer (*Directeur général délégué*) of La Mondiale, Finances, Investment and Risks

- Director and/or member of the Supervisory Board of AG2R La Mondiale's other entities

Mr. François RUBICHON, Corporate Secretary (*Secrétariat général*)

Mr. Pascal MARTINEZ, IT Director

Mr. François RINGAUD, Director of Supplementary Pensions

Mr. Christian BOURNIT, Digital and Client Relation Director

Mrs. Claire SILVA, Human Resources Director

Mrs. Pascale SOYEUX, Health & Welfare and Branch Agreements Director

Mrs. Delphine STREICKER, Communication, Chief of Staff Director

Mr. Philippe Da COSTA, Sustainable Development Director

Mr. Olivier WIGNIOLLE, Executive Chairman of Domitys

The business address of the members of Executive Committee is 14-16 boulevard Malesherbes – 75008 Paris – France.

### Auditors

#### **Forvis Mazars SA**

Tour Exaltis, 61 rue Henri Regnault  
92075 Paris La Défense Cedex  
France

#### **RSM Paris**

26, Rue de Cambacérès  
75008 Paris  
France

## General description and Business overview of La Mondiale

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In relation to savings and pension plan products, which are highly competitive products, the business policy of La Mondiale has been successful. Because of the multiplication of offers, the synergies conducted between the commercial networks and the diversification of distribution channels, the Group has strengthened its position in relation to savings sector and confirmed its leading position for pension plan products.

AG2R La Mondiale Group is 13<sup>th</sup> in savings life insurance ranking with a market share around 2% in a market dominated by banking groups' insurances (67%). AG2R La Mondiale Group is number 2 in supplementary pensions (market share of 11.5%) with strong positions in both individual and groups contracts. AG2R La Mondiale Group is number 4 in protection (including number 3 in groups contracts) with a market share close to 6% (including 10% in groups contracts). AG2R La Mondiale Group is number 7 in health (market share of 5%) including number 5 in groups contracts (market share greater than 7%). The sources come from the *Argus de l'assurance* except for supplementary pensions.

Since 2008, SGAM is a group mutual insurance company which encompasses all the Group's insurance activities through its two members: AG2R Prévoyance (SGAPS AG2R La Mondiale since 1 January 2018) and La Mondiale.

La Mondiale is a mutual life and pension insurance company founded in 1905 and the holding company of the consolidated group La Mondiale (the **Group**).

La Mondiale is one of the leading operators in each sector of the insurance industry in which it operates as evidenced by the above mentioned competitive positions.

La Mondiale is specialised in three sectors in relation to insurance products through four companies: individual pension and life insurance, group pension and insurance and wealth insurance product management.

For La Mondiale as a stand-alone entity, the coverage ratio of Solvency Capital Requirement (SCR) is 272 per cent. (with impact of transitional measures on technical provisions) as of 31 December 2023 (248 per cent. without the impact of transitional measures on technical provisions).

### **Group individual or small business pension and life insurance – La Mondiale and La Mondiale Retraite Supplémentaire**

La Mondiale is one of the leading operators in individual pension insurance in France. La Mondiale mainly offers retirement related (individual or group) as well as savings and pension products, through a sales force of more than 1,000 professionals targeting self-employed workers and small size firms.

In 2023:

- savings related activity of the Group recorded a decrease in subscriptions of -12.3 per cent. compared to 2022, amounting to Euro 4,381 million ;
- pension plan related activity of the Group amounted to Euro 2,186 million of subscriptions, which corresponds to an increase of +12.6 per cent. compared to 2022:
  - individual pension plan related activity of the Group recorded an increase in subscriptions of +3.9 per cent. compared to 2022, amounting to Euro 897 million; and
  - collective and group pension plan related activity of the Group recorded an increase in subscriptions of +19.6 per cent. compared to 2022, amounting to Euro 1,289 million.

## **1. La Mondiale**

La Mondiale's business is organised into five business units, each targeting a distinct market sector: La Mondiale, La Mondiale Retraite Supplémentaire, Arial Assurance, La Mondiale Partenaire and La Mondiale Europartner.

La Mondiale's gross premiums amounted to Euro 4,338 million for the period ending on 31 December 2023, which constitutes a 33.7 per cent. increase compared to the period ending on 31 December 2022.

Gross premiums accepted in respect of its subsidiaries (excluding non-Group share) amounted to Euro 3,696 million for the period ending on 31 December 2023, which constitutes a 47.6 per cent. increase compared to the period ending on 31 December 2022.

Gross premiums excluding these internal acceptances amounted to Euro 642.8 million for the period ending on 31 December 2023, which constitutes a 13.2 per cent. decrease compared to the period ending on 31 December 2022.

## **2. La Mondiale Retraite Supplémentaire**

La Mondiale Retraite Supplémentaire's gross premiums amounted to Euro 1,557 million for the period ending on 31 December 2023, which constitutes a 14.3 per cent. increase compared to the period ending on 31 December 2022.

Gross premiums accepted in respect of its subsidiaries (excluding non-Group share) amounted to Euro 784.9 million for the period ending on 31 December 2023, which constitutes a 23.7 per cent. increase compared to the period ending on 31 December 2022. Such increase is largely due to significant incoming transfers in 2023 from Arial CNP Assurances.

Gross premiums excluding these internal acceptances amounted to Euro 771.8 million for the period ending on 31 December 2023, which constitutes a 5.6 per cent. increase compared to the period ending on 31 December 2022.

## **3. Group pension and insurance (through Arial CNP Assurances)**

As part of the La Mondiale and CNP Assurances partnership which has been established since 2016, Arial CNP Assurances is a major player in group insurance.

In relation to the insurance of company-related liabilities, Arial CNP Assurances offers a wide range of tailor made solutions as well as standard contracts distributed mainly by brokers, consulting firms and through stockholders' networks and major partnerships. The customer profile of Arial CNP Assurances which subscribes for group pension plans is mainly composed of large companies.

In 2023, the pension activity gross premiums of Arial CNP Assurances increased by 30.2 per cent. compared to 2022 and amounted to Euro 1,096 million.

## **4. Wealth insurance product management (through La Mondiale Partenaire and La Mondiale Europartner)**

La Mondiale Partenaire operates in life insurance products. It offers savings products distributed through private banking arms of large banks and independent financial advisers (portfolio and asset managers).

In wealth insurance product management, La Mondiale Partenaire is one of the market leaders for dedicated insurance contracts for private banking clients. In this market, La Mondiale Partenaire is competing with BNP Paribas Cardif, AXA and Generali.

La Mondiale Europartner offers a range of high-end life insurance and wealth management solutions. It mainly conducts its business in France.

#### a) La Mondiale Partenaire

La Mondiale Partenaire was created in 1999 with the acquisition of La Henin Vie and distributes mainly high net worth life insurance contracts through external networks.

La Mondiale Partenaire's gross premiums amounted to Euro 2,171.1 million for the period ending on 31 December 2023, with an 8.5 per cent. decrease compared to the period ending on 31 December 2022. A 43.1 per cent. increase in claims costs amounting to Euro 3,446.7 million led to a negative amount of net collect revenue of Euro 1,275.6 million in 2023.

#### b) La Mondiale Europartner

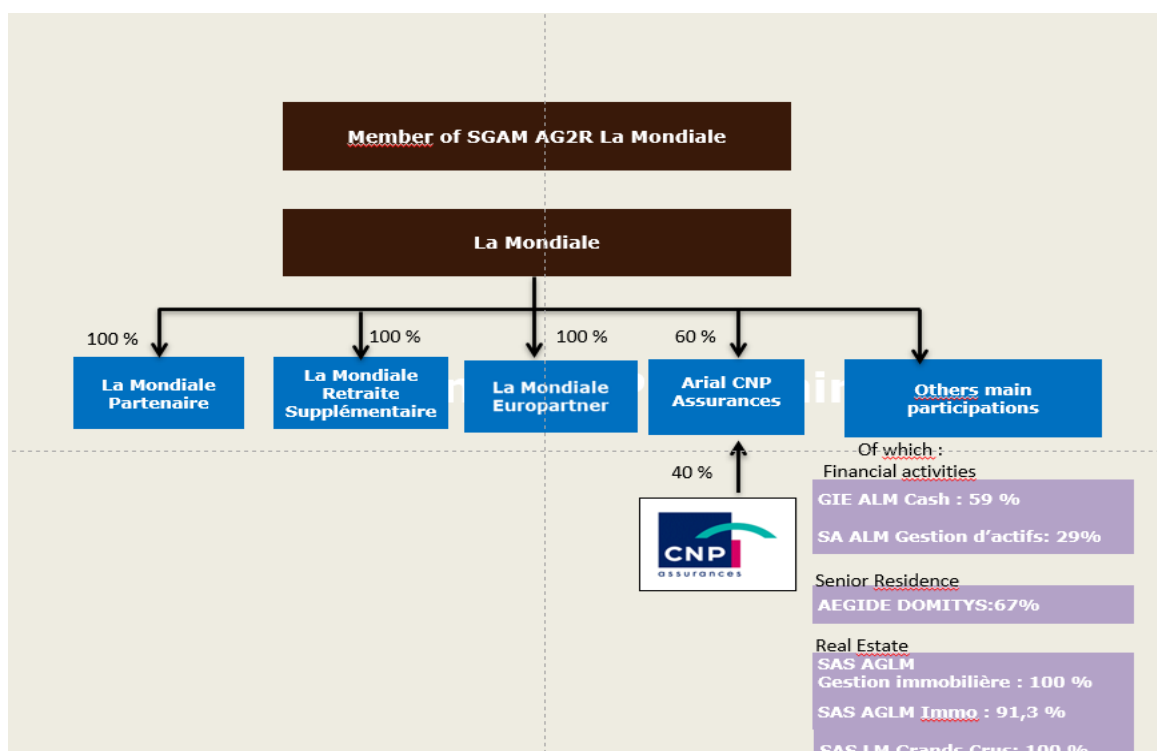
La Mondiale Europartner, a Luxembourg subsidiary of the Group, is a renowned operator specialising in the concept, development and management of retirement and pension products, including patrimonial and group pension activities through non-affiliated intermediaries which target cross border market customers.

During 2023, La Mondiale Europartner, the Luxembourg office of the Group, managed a total amount of technical reserves of Euro 18.7 billion, which constitutes a 2.3 per cent. increase compared to 2022.

Gross premiums of La Mondiale Europartner amounted to Euro 2,063.7 million in 2023, compared to Euro 2,435.9 million in 2022, showing a decrease of 15.3 per cent. In 2023, 51.8 per cent. of the gross premiums were reinsured, mainly by the general fund of La Mondiale.

La Mondiale Europartner offers a range of high-end life insurance and wealth management solutions. It mainly conducts its business in France (64 per cent. of its activity) and in Italy (28 per cent. of its activity).

**Group Structure as of 31 December 2023** (*N.B: the percentages below both refer to capital and voting rights*)



## SGAM

La Mondiale is a member of the SGAM under which it has committed to financial solidarity with the members of the SGAM. There is a single management organisation for all the members of SGAM and means are shared between them (*e.g.* management, IT, support functions, sales network etc.).

SGAM has two objectives: establish a financial solidarity between the entities of the combined group and allow them to keep their own brand and systems of governance. SGAM is the operational structure of the combined group for insurance activities: welfare, health, savings, supplementary pensions, nursing care. SGAM's own funds are at its complete disposal. Its revenues come from contributions, subsidies received or, that could be received, from its affiliates, as well as interests or dividends received from notes subscribed and issued by its affiliates.

On 1 January 2018, SGAM established a social protection group company (a *Société de groupe d'assurance de protection sociale (SGAPS)*), named SGAPS AG2R La Mondiale. The SGAPS replaces AG2R Prévoyance as the other affiliate of SGAM. Following approval on 26 May 2016 by the General Assembly of AG2R Prévoyance of the principle of participating in the establishment of the SGAPS, and following the approval by the boards of the involved entities, the *Autorité de contrôle prudentiel et de régulation* granted approval for this operation in October 2017.

### Ownership

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As of 31 December 2023, La Mondiale had 357 289 policyholders (*sociétaires*). Each policyholder has the same voting rights.

### Strategic Objectives

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La Mondiale launched in 2023 its new plan "*Nouvelle Donne*". This new plan aims to allow the Group to:

- satisfy all our customers
- restore the economic equilibrium of AG2R Prévoyance
- develop growth in profitable businesses
- simplify organization and processes
- getting employees on board
- change gear in terms of IT and digital
- reinvent distribution to make it omnichannel and cross-functional
- implement the "being part of the group" guidelines in all Group entities

The new plan aims to redefine the Group's offers and services, in the management and customer relationship systems, its operating model, information systems and its employees' skills.

### Partnerships

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#### Strategic partnerships

**Partnership CNP:** Following a framework agreement signed on 15 December 2015, CNP Assurances and AG2R La Mondiale have started a strategic partnership in the sector of supplementary corporate pension, within a common subsidiary named Arial CNP Assurances. The transaction was approved by the *ACPR* and the *Autorité de la Concurrence*.

Previously owned at 100 per cent. by La Mondiale, Arial CNP Assurances is now owned at 40 per cent. by CNP Assurances and at 60 per cent. by La Mondiale and a shareholders' agreement has been entered into. Arial CNP Assurances regroups the teams, tools and activity portfolios of the two partners and intends to

become a major actor of the corporate pension industry. Arial CNP Assurances is expected to manage the supplementary pension regimes for over 20,000 companies (from SMEs to large corporations).

The setting-up of Arial CNP Assurances, unique insurance company in France exclusively dedicated to supplementary pension, reflects the common will of the two partners to be major actors in response to the pension needs of the French population. The ambition is to become the "pension solution" looking at servicing French companies and their employees by developing innovative services and offers, committing to deliver services of high quality backed by proprietary tools which efficiency is largely recognised and offering an important financial safety to clients through two stable and solid shareholders.

On 4 April 2016, CNP Assurances and the Issuer have announced the operational start-up of their strategic partnership in the area of corporate supplementary retirement.

## **Commercial partnerships**

**Banking and CGPI (*conseiller de gestion en patrimoine indépendant*) partnerships:** Through its subsidiaries La Mondiale Partenaire and La Mondiale Europartner, La Mondiale has built distribution partnerships (wealth management) with the main distributors of the market:

- Private banking subsidiaries of the main French banks: Indosuez Private Banking, LCL (Groupe Crédit Agricole), Banque Privée 1818, Banque Palatine (Groupe BPCE), BNP Paribas;
- The main platforms of CGPI: Nortia, Olympia, Crystal Finance;
- Wealth management banks or institutions: Oddo, Lazard, UBS, Rothschild.

**Distribution or prescription partnerships:** La Mondiale has also built distribution partnerships with local groups such as Maif or Natixis-CNP and prescription partnerships with the main certified accountants (*expert comptable*).

## **Risk management**

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La Mondiale manages certain key risks through 5 committees of the Board:

### **1. The investment committee**

The investment committee reviews and validates the general investment policy, the limits, the scope of the universe of possible investments, the guidelines of asset allocation to be approved by the Board.

### **2. The audit and account committee**

The audit and account committee, among other tasks, reviews and validates the annual accounts, the internal audit plan, the financing and solvency issues to be approved by the Board.

### **3. The compliance, actuarial and risks committee**

The compliance, actuarial and risks committee reviews and validates the risk management policy and the internal control processes, issues to be approved by the Board.

### **4. The strategic committee**

The strategic committee reviews and validates strategic and development issues related to M&A or partnerships, to be approved by the Board.

## **5. The appointments and remunerations committee**

The appointments and remunerations committee issues recommendations on the remuneration conditions of the representatives and key men of the Group as well as on the organisation and evolution of the Board and its committees.

### **Anti-money laundering mission**

The objective of La Mondiale's anti-money laundering procedure is to fight against laundering of the proceeds of drug trafficking, fraud against the financial interests of the European Community, corruption, organised criminal activities or those which may be used to finance terrorism.

This procedure breaks down operationally into the following:

- training sessions to raise awareness amongst new collaborators;
- reviewing agreements with partners setting out requirements;
- conducting controls to ensure procedures are being implemented and complied with;
- declarations when suspicions have been raised;
- preparing a compliance report.

The head of anti-money laundering monitors risks associated with payments in and payments out, risks in partnership agreements setting out requirements, non-compliance with procedures by sales managers and advisers.

### **Insurance and risk cover**

La Mondiale has put in place and periodically updates an insurance programme to protect its asset base. The insurance policies include:

- insurance covering damage to property: all building risks, all computer risks;
- civil liability insurance;
- personal insurance (assistance).

The insurances subscribed and the level of self-insurance depends upon the business activity, the size and rate of occurrence of incidents of the principal entities of the Group.

These insurance policies have been subscribed with insurance companies of international repute.

### **Credit risk**

The Group's credit policy is based upon strict investment rules, including maximum exposure amounts per issuer according to an issuer's rating. Compliance with this policy is monitored by the credit committee and potential breaches, particularly those due to credit rating downgrades, are systematically validated by the investment committee (which is a sub-committee of the board of directors). Depreciation rules are determined by type of security, estimated credit risk, and estimated recovery value, as the case may be.

### **Foreign exchange risk**

La Mondiale's policy is to limit exposure to foreign exchange risk as far as possible. All transactions entered into in a currency other than the euro (investment, issue, sale of insurance contract) are systematically hedged.



## **Liquidity risk**

La Mondiale analyses its cash flow gaps by taking into account its entire positive (scheduled premiums, estimation of future premiums, interest coupons, maturity of securities...) and negative (investments, payment of annuities, claims under life insurance contracts...) future cash-flows. Stress-tests are performed to assess the impact of potential increases in claims made or decreases in premiums paid. All the investments of the Group are inventoried according to liquidity profile to determine which type of securities should be sold, were disposals to be required. The specific business model of La Mondiale, a substantial part of which is in the pensions business, with scheduled mandatory premium payments, gives a very low liquidity risk profile to the company. In its assessment, S&P described La Mondiale's liquidity as "exceptional".

## **Financial Results**

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As of 31 December 2023, La Mondiale had consolidated investments assets of Euro 106.2 billion of which 34.9 per cent. are unit-linked products. The 65.1 per cent. remaining are guaranteed products invested in General Funds split between bonds (49.4 per cent.), equities including mutual funds (7.2 per cent.), real estate (3.9 per cent.) and other financial assets (4.5 per cent.).

Consolidated own funds at 31 December 2023 increased from Euro 5,503 million to Euro 5,582 million (including Euro 409 million minority interests and Euro 591 million super subordinated obligations). Subordinated obligations amounted to Euro 3,127.8 million of which Euro 804.4 million are on a perpetual basis with a call option (in addition of Euro 591 million super subordinated obligations included in own funds).

For La Mondiale as a stand-alone entity, the coverage ratio of Solvency Capital Requirement (SCR) is 272 per cent. (with impact of transitional measures on technical provisions) as of 31 December 2023 (248 per cent. without the impact of transitional measures on technical provisions). For SGAM as a group entity, the coverage ratio of Solvency Capital Requirement (SCR) stands at 186 per cent. (with impact of transitional measures on technical provisions) as of 31 December 2023 (176 per cent. without the impact of transitional measures on technical provisions).

La Mondiale generated consolidated net income of Euro 111,3 million as of 31 December 2023 compared to Euro 257,6 million as of 31 December 2022.

As of 31 December 2023, La Mondiale's consolidated subordinated debt amounted to Euro 3 127.8 million compared to Euro 3 168.2 million on 31 December 2022 (these amounts do not include the amounts concerning the "*Certificats Mutualistes*"). These amounts include a U.S. dollar and Euro subordinated debt, respectively for Euro 1,122.2 million and Euro 2,005.6 million as at 31 December 2023.

## **Conflict of Interest**

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To the Issuer's knowledge, there are no conflicts of interest between the duties of the directors and members of executive management with regard to La Mondiale and their private interests.

## **Change of Control**

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To the Issuer's knowledge, there is no arrangement, the operation of which may at a subsequent date result in a change in control of the Issuer.

## **Important Contracts**

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There are, at the date of this Information Memorandum, no material contracts entered into in the ordinary course of the Issuer's business, which could result in any member of the Issuer's Group being under an obligation or entitlement that is material to the Issuer's ability to meet its obligations to Noteholders in respect of the Notes being issued.

## SUBSCRIPTION AND SALE

### Subscription Agreement

Banco Bilbao Vizcaya Argentaria, S.A., Barclays Bank Ireland PLC, Natixis and Société Générale (the **Joint Bookrunners**) have entered into a Subscription Agreement dated 15 July 2024 (the **Subscription Agreement**) according to which it has agreed with the Issuer, subject to the satisfaction of certain conditions, to subscribe and pay for, or procure subscriptions and payment for, the Notes at an issue price equal to 100 per cent. of the principal amount of the Notes, less a commission. In addition, the Issuer will pay certain costs incurred by it and the Joint Bookrunners in connection with the issue of the Notes.

The Joint Bookrunners are entitled to terminate the Subscription Agreement in certain circumstances prior to the issue of the Notes. The Issuer has agreed to indemnify the Joint Bookrunners against certain liabilities in connection with the offer and sale of the Notes.

### Selling Restrictions for the jurisdictions outside the European Economic Area

#### United States

The Notes have not been and will not be registered under the U.S. Securities Act of 1933, as amended (the **Securities Act**), or with any securities regulatory authority of any state or other jurisdiction of the United States, and may not be offered or sold, directly or indirectly, within the United States, or to, or for the account or benefit of, U.S. persons, except in certain transactions exempt from, or not subject to, the registration requirements of the Securities Act and in compliance with any applicable state securities laws. Terms used in this paragraph have the meanings given to them by Regulation S under the Securities Act (**Regulation S**).

Each of the Joint Bookrunners has agreed that it has not offered or sold, and will not offer or sell, the Notes (i) as part of their distribution at any time or (ii) otherwise until forty (40) days after the later of the commencement of the offer and the completion of the distribution of the Notes (as determined, and certified to the Issuer by each of the Joint Bookrunners), within the United States or to, or for the account or benefit of, U.S. persons, and it will have sent to each distributor or dealer to which it sells Notes during the distribution compliance period a confirmation or other notice setting out the restrictions on offers and sales of the Notes within the United States or to, or for the account or benefit of, U.S. persons. Terms used in the preceding sentence have the meanings given to them by Regulation S.

The Notes are being offered and sold outside the United States to non-U.S. persons in compliance with Regulation S and U.S. tax law.

In addition, until forty (40) days after the commencement of the offering of the Notes, an offer or sale of Notes within the United States by any dealer (whether or not participating in the offering) may violate the registration requirements of the Securities Act if such offer or sale is made otherwise than in accordance with an available exemption from, or in a transaction not subject to, the registration requirements of the U.S. Securities Act.

#### France

Each of the Joint Bookrunners has represented and agreed that it undertakes to comply with applicable French laws and regulations in force regarding the offer, the placement or the sale of the Notes and the distribution in France of the Information Memorandum or any other offering material relating to the Notes.

### Prohibition of Sales to EEA Retail Investors

The Joint Bookrunners have represented and agreed that they have not offered, sold or otherwise made available and will not offer, sell or otherwise make available any Notes to any retail investor in the EEA.

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 MiFID II; or
  - (ii) a customer within the meaning of Directive (EU) 2016/97 (as amended), where that customer would not qualify as a professional client as defined in point (10) of Article 4(1) of MiFID II.
- (b) the expression **offer** includes the communication in any form and by any means of sufficient information on the terms of the offer and the Notes to be offered so as to enable an investor to decide to purchase or subscribe the Notes.

### **Prohibition of Sales to UK Retail Investors**

The Joint Bookrunners have represented and agreed that they have not offered, sold or otherwise made available and will not offer, sell or otherwise make available any Notes to any retail investor in the UK.

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 (8) of Article 2 of Regulation (EU) No 2017/565 as it forms part of UK domestic law by virtue of the European Union (Withdrawal) Act 2018 (**EUWA**); or
  - (ii) a customer within the meaning of the provisions of the Financial Services and Markets Act 2000, as amended (the **FSMA**) and any rules or regulations made under the FSMA to implement Directive (EU) 2016/97, where that customer would not qualify as a professional client, as defined in point (8) of Article 2(1) of Regulation (EU) No 600/2014 as it forms part of UK domestic law by virtue of the EUWA.
- (b) the expression **offer** includes the communication in any form and by any means of sufficient information on the terms of the offer and the Notes to be offered so as to enable an investor to decide to purchase or subscribe the Notes.

### **United Kingdom**

The Joint Bookrunners have represented and agreed that:

- (a) they have 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 them in connection with the issue or sale of the Notes in circumstances in which Section 21(1) of the FSMA does not apply to the Issuer; and
- (b) they have complied and will comply with all applicable provisions of the FSMA with respect to anything done by them in relation to the Notes in, from or otherwise involving the United Kingdom.

### **General**

No action has been taken in any jurisdiction that would permit an offer to retail investors of any of the Notes. Neither the Issuer nor any of the Joint Bookrunners represents that Notes may at any time lawfully be resold in compliance with any applicable registration or other requirements in any jurisdiction, or pursuant to any exemption available thereunder, or assumes any responsibility for facilitating such resale.

Each of the Joint Bookrunners has agreed that it will, to the best of its knowledge and belief, comply with all relevant laws, regulations and directives in each jurisdiction in which it purchases, offers, sells or delivers Notes or has in its possession or distributes this Information Memorandum or any other offering material relating to the Notes and obtain any consent, approval or permission required for the purchase, offer or sale of the Notes under the laws and regulations in force in any jurisdiction in which it makes such purchase, offer or sale and none of the Issuer or any Joint Bookrunner shall have responsibility therefore.

## GENERAL INFORMATION

- (1) Admission to trading: Application has been made to Euronext Growth for the Notes to be admitted to trading on Euronext Growth with effect on 17 July 2024.
- (2) Corporate authorisations: The Issuer has obtained all necessary corporate and other consents, approvals and authorisations in the Republic of France in connection with the issue of the Notes.

The issue of the Notes has been authorised by the *Assemblée Générale* of the policyholders (*sociétaires*) of the Issuer on 15 May 2024 and by the resolution of the *Conseil d'administration* of the Issuer, dated 10 July 2024.

- (3) Copies of:
  - (i) the *statuts* of the Issuer;
  - (ii) the Fiscal Agency Agreement;
  - (iii) this Information Memorandum; and
  - (iv) the documents incorporated by reference in this Information Memorandum,

will be available for inspection during the usual business hours on any week day (except Saturdays, Sundays and public holidays) at the registered office of the Issuer.

This Information Memorandum and the documents incorporated by reference in this Information Memorandum will be published on the website of the Issuer ([www.ag2rlamondiale.fr](http://www.ag2rlamondiale.fr)).

- (4) Trend information: There has been no material adverse change in the prospects of the Issuer or the Group since 31 December 2023 being the date of its last published audited financial statements.
- (5) Significant change in the Issuer's and the Group's financial performance or position: There has been no significant change in the financial performance or position of the Issuer or the Group since 31 December 2023 being the date of its last published consolidated balance sheet and income statement.
- (6) Legal and arbitration proceedings: Except as disclosed or incorporated by reference in this Information Memorandum (pages 95-96 of the 2023 Financial Report), there has been no governmental, legal or arbitration proceedings (including any such proceedings which are pending or threatened of which the Issuer is aware) during the period of twelve (12) months immediately preceding the date of this Information Memorandum which may have or have had in the recent past a significant effect on the Issuer's or the Group's financial position or profitability.
- (7) Clearing and settlement: The Notes have been accepted for clearance through Euroclear France (acting as central depository), Euroclear and Clearstream. The International Securities Identification Number (ISIN) for the Notes is FR001400RI88. The Common Code for the Notes is 286105955.

The address of Euroclear France is 10-12 Place de la Bourse, 75002 Paris, France. The address of Euroclear is Euroclear Bank SA/NV, 1 boulevard du Roi Albert II, B-1210 Brussels and the address of Clearstream is Clearstream Banking SA, 42 avenue JF Kennedy, L-1855 Luxembourg.

- (8) Auditors: The statutory auditors of the Issuer are RSM Paris and Forvis Mazars SA (formerly known as "Mazars").

RSM Paris and Forvis Mazars SA have audited and rendered unqualified reports on the consolidated financial statements of the Issuer for the financial years ended 31 December 2022 and 31 December 2023.

RSM Paris and Forvis Mazars SA are members of the professional body *Compagnie Régionale des Commissaires aux Comptes de Versailles et du Centre* and are regulated by the *Haute Autorité de l'Audit*.

- (9) Expenses: The estimated costs for the admission to trading of the Notes are EUR 20,000.
- (10) Yield: The yield in respect of the Notes from the issue date to the First Call Date is 6.864 per cent. *per annum* and is calculated on the basis of the issue price of the Notes. It is not an indication of future yield.
- (11) Joint Bookrunners' Conflicts: The Joint Bookrunners and their affiliates have engaged, and may in the future engage, in investment banking and/or commercial banking transactions with, and may perform services for, the Issuer and their affiliates in the ordinary course of business. In addition, in the ordinary course of their business activities, the Joint Bookrunners and their affiliates may make or hold a broad array of investments and actively trade debt and equity securities (or related derivative securities) and financial instruments (including bank loans) for their own account and for the accounts of their customers. Such investments and securities activities may involve securities and/or instruments of the Issuer or Issuer's affiliates. The Joint Bookrunners and/or their affiliates that have a lending relationship with the Issuer routinely hedge their credit exposure to the Issuer consistent with their customary risk management policies. Typically, the Joint Bookrunners and their affiliates would hedge such exposure by entering into transactions which consist of either the purchase of credit default swaps or the creation of short positions in securities, including potentially the Notes issued. Any such short positions could adversely affect future trading prices of Notes issued. The Joint Bookrunners 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.
- (12) Interest of natural and legal persons involved in the issue: As far as the Issuer is aware, no person involved in the issue of the Notes has an interest material to the issue. The Joint Bookrunners are paid commissions in relation to the issue of the Notes. The Joint Bookrunners and their affiliates may also have engaged, and may in the future engage, in investment banking and/or commercial banking transactions with, and may perform other services for, the Issuer and its affiliates in the ordinary course of business.
- (13) The Notes have been rated BBB by S&P Global Ratings Europe Limited (**S&P**). The Issuer's long-term senior unsecured debt is rated "A" (stable outlook) by S&P. S&P is established in the European Union and registered under the CRA Regulation and included in the list of credit rating agencies registered in accordance with the CRA Regulation published on the European Securities and Markets Authority's website (<https://www.esma.europa.eu/credit-rating-agencies/cra-authorisation>) as of the date of this Information Memorandum.
- (14) Certain statements contained herein are forward-looking statements including, but not limited to, statements with respect to the Issuer's business strategies, expansion and growth of operations, plans or objectives, trends in its business, competitive advantage and regulatory changes, based on certain assumptions and include any statement that does not directly relate to a historical fact or current fact. Forward-looking statements are typically identified by words or phrases such as, without limitation, "anticipate", "assume", "believe", "continue", "estimate", "expect", "foresee", "intend", "project", "anticipate", "seek", "may increase" and "may fluctuate" and similar expressions or by future or conditional verbs such as, without limitation, "will", "should", "would" and "could". Undue reliance should not be placed on such statements, because, by their nature, they are subject to known and unknown risks, uncertainties, and other factors and actual results may differ materially from any future results, performance or achievements expressed or implied by such forward-looking statements.

The Issuer expressly disclaims any obligation or undertaking to release publicly any updates or revisions to any forward-looking statement contained herein to reflect any change in the Issuer's expectations with regard thereto or any change in events, conditions or circumstances on which any such statement is based after the date of admission to trading of the Notes on Euronext Growth.

- (15) The Issuer's Legal Entity Identifier (LEI) is: 969500L0T16HX3R78P61.

**PERSONS RESPONSIBLE FOR THE INFORMATION CONTAINED IN THE INFORMATION  
MEMORANDUM**

I declare, to the best of my knowledge, that the information contained in this Information Memorandum is in accordance with the facts and that it makes no omission likely to affect its import.

**LA MONDIALE**  
32, avenue Emile Zola  
59370 Mons-En-Baroeul  
France

Duly represented by:

Olivier Arlès  
Deputy Chief Executive Officer (*Directeur général délégué*) of the Issuer  
authorised signatory, pursuant to the resolution of the Board of Directors (*Conseil d'administration*) of the  
Issuer dated 10 July 2024.

Made in Paris, on 15 July 2024



**Issuer**

**La Mondiale**  
32, avenue Emile Zola  
59370 Mons-En-Baroeul  
France

**Global Coordinator and Structuring Advisor**

**Natixis**  
7, promenade Germaine Sablon  
75013 Paris  
France

**Joint Bookrunners**

**Banco Bilbao Vizcaya Argentaria, S.A.**  
Calle Azul, 4  
28050, Madrid  
Spain

**Barclays Bank Ireland PLC**  
One Molesworth Street  
Dublin 2  
D02 RF29  
Ireland

**Natixis**  
7, promenade Germaine Sablon  
75013 Paris  
France

**Société Générale**  
29, boulevard Haussmann  
75009 Paris  
France

**Fiscal Agent, Principal Paying Agent and Calculation Agent**

**BNP Paribas**  
Les Grands Moulins de Pantin  
9 rue du Débarcadère  
93500 Pantin  
France

**Auditors**

**RSM Paris**  
26 rue de Cambacérès  
75008 Paris  
France

**Forvis Mazars SA**  
Tour Exaltis  
61, rue Henri Regnault  
92075 Paris - La Défense Cedex  
France

**Legal Advisers**

**Allen Overy Shearman Sterling LLP**  
32, rue François 1<sup>er</sup>  
75008 Paris  
France