



CRÉDIT MUTUEL ARKÉA
€13,000,000,000
EURO MEDIUM TERM NOTE PROGRAMME

Under the Euro Medium Term Note Programme described in this Base Prospectus (the "**Programme**"), Crédit Mutuel Arkéa (the "**Issuer**"), subject to compliance with all relevant laws, regulations and directives, may from time to time issue notes (the "**Notes**").

The aggregate nominal amount of Notes outstanding will not at any time exceed €13,000,000,000 (or its equivalent in other currencies) at the date of issue.

The Notes may either be senior notes ("**Senior Notes**") or subordinated notes ("**Subordinated Notes**"). It is the intention of the Issuer that the Subordinated Notes shall, for supervisory purposes, be treated as Tier 2 Capital (as defined below). The Senior Notes may be either senior preferred Notes ("**Senior Preferred Notes**") or senior non-preferred Notes ("**Senior Non-Preferred Notes**"). It is the intention of the Issuer that the Senior Non-Preferred Notes shall, for supervisory purposes, be treated as MREL Eligible Instruments (as defined hereinafter).

Application has been made to the Luxembourg Stock Exchange for Notes described in this Base Prospectus to be listed on the Official List of the Luxembourg Stock Exchange and admitted to trading on the regulated market of the Luxembourg Stock Exchange (*Bourse de Luxembourg*). The Luxembourg Stock Exchange's regulated market is a regulated market for the purposes of Directive 2014/65/EU dated 15 May 2014 on markets in financial instruments, as amended ("**MiFID II**"), appearing on the list of regulated markets issued by the European Securities Markets Authority (the "**ESMA**") (each such market being a "**Regulated Market**"). However, Notes issued under the Programme may also be listed and admitted to trading on another Regulated Market of the European Economic Area ("**EEA**") and/or offered to the public in any Member State of the EEA, or may be unlisted.

Application has been made to the *Commission de Surveillance du Secteur Financier* (the "**CSSF**") in its capacity as competent authority in Luxembourg for the purposes of the Luxembourg act dated 10 July 2005 relating to prospectuses for securities (*loi du 10 juillet 2005 relative aux prospectus pour valeurs mobilières*) as amended, for approval of this Base Prospectus. In accordance with the provisions of article 7 (7) of the *loi relative aux prospectus pour valeurs mobilières* dated 10 July 2005 as amended and which implements Directive 2003/71/EC dated 4 November 2003, as amended (the "**Prospectus Directive**"), the CSSF assumes no responsibility as to the economic and financial soundness of the transaction and the quality or solvency of the Issuer. The relevant Final Terms (a form of which is contained herein) in respect of the issue of any Notes will specify whether or not such Notes will be listed and admitted to trading and/or offered to the public and, if so, the relevant Regulated Market(s) and/or the Member State(s) in the EEA where the Notes will be offered to the public.

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

Materialised Notes will be in bearer materialised form only and may only be issued outside France. A temporary global certificate in bearer form without interest coupons attached (a "**Temporary Global Certificate**") will initially be issued in relation to Materialised Notes. Such Temporary Global Certificate will subsequently be exchanged for definitive Materialised Notes with, where applicable, coupons for interest or talons attached (the "**Definitive Materialised Notes**"), on or after a date expected to be on or about the 40th day after the issue date of the Notes (subject to postponement as described in "Temporary Global Certificate in respect of Materialised Notes") upon certification as to non-U.S. beneficial ownership as more fully described herein. Temporary Global Certificates will (a) in the case of a Tranche intended to be cleared through Euroclear and/or Clearstream, be deposited on the issue date with a common depository for Euroclear and Clearstream, and (b) in the case of a Tranche intended to be cleared through a clearing system other than or in addition to Euroclear and/or Clearstream or delivered outside a clearing system, be deposited as agreed between the Issuer and the Relevant Dealer (as defined below). In the case of a Tranche which is not intended to be cleared notably through Euroclear and/or Clearstream, the Notes of such Tranche cannot be listed on the Official List of the Luxembourg Stock Exchange and admitted to trading on the Regulated Market of the Luxembourg Stock Exchange.

Senior Preferred Notes (as defined in "Terms and Conditions of the Notes - Status") to be issued under the Programme are expected to be rated A/A-1 by Standard & Poor's Credit Market Services France SAS ("**S&P**") and Aa3/P-1 by Moody's France S.A.S ("**Moody's**"). Senior Non-Preferred Notes (as defined in "Terms and Conditions of the Notes - Status") to be issued under the Programme are expected to be rated BBB+ by S&P and Baa1 by Moody's. Subordinated Notes (as defined in "Terms and Conditions of the Notes - Status") to be issued under the Programme are expected to be rated BBB by S&P and Baa1 by Moody's. A rating is not a recommendation to buy, sell or hold securities and may be subject to suspension, change, or withdrawal at any time by the assigning rating agency. As at the date of this Base Prospectus, S&P and Moody's are established in the European Union and registered under Regulation (EC) No. 1060/2009, as amended by Regulation (EU) No. 513/2011 (the "**CRA Regulation**") and included in the list of registered credit rating agencies published by the ESMA on its website (<https://www.esma.europa.eu/supervision/credit-rating-agencies/risk>).

See "**Risk Factors**" below for certain information relevant to an investment in the Notes to be issued under the Programme.

ARRANGER
CRÉDIT AGRICOLE CIB
PERMANENT DEALERS

ABN AMRO

CRÉDIT AGRICOLE CIB

CRÉDIT MUTUEL ARKEA

DZ BANK AG

LANDESBANK BADEN-WÜRTTEMBERG

SANTANDER CORPORATE & INVESTMENT BANKING

UNICREDIT BANK

This Base Prospectus (together with all supplements to the Base Prospectus from time to time), which contains or incorporates by reference all relevant information concerning (i) the Issuer, (ii) the local savings banks (caisses locales) of the Crédit Mutuel de Bretagne, Crédit Mutuel du Sud-Ouest and Crédit Mutuel Massif Central federations and (iii) the Issuer's subsidiaries taken as a whole (the "Group" or "Crédit Mutuel Arkéa Group") as well as the base terms and conditions of the Notes to be issued under the Programme, constitutes a base prospectus for the purposes of article 5.4 of the Prospectus Directive. The terms and conditions applicable to each Tranche (as defined in "Terms and Conditions of the Notes") not contained herein (including, without limitation, the aggregate nominal amount, issue price, redemption price thereof, and interest, if any, payable thereunder) will be determined by the Issuer and the relevant Dealer(s) at the time of the issue and will be set out in the relevant Final Terms. References to "Dealers" are to all Permanent Dealers and all persons appointed as a dealer in respect of one or more tranches of Notes.

This Base Prospectus is to be read in conjunction with any document and/or information which is or may be incorporated herein by reference in accordance with Article 15 of the *Loi relative aux prospectus pour valeurs mobilières* dated 10 July 2005 as amended implementing the Prospectus Directive in Luxembourg and Article 28 of the European Commission Regulation N°809/2004 dated 29 April 2004 as amended (see "Documents incorporated by Reference" below).

This Base Prospectus (together with all supplements to the Base Prospectus from time to time) may only be used for the purposes for which it has been published.

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

The distribution of this Base Prospectus and the offering or sale of the Notes in certain jurisdictions may be restricted by law. Persons into whose possession this Base Prospectus comes are required by the Issuer, the Dealers and the Arranger to inform themselves about and to observe any such restriction.

The Notes have not been and will not be registered under the United States Securities Act of 1933, as amended (the "Securities Act") or with any securities regulatory authority of any state or other jurisdiction of the United States and the Notes may include Materialised Notes in bearer form that are subject to U.S. tax law requirements. Subject to certain exceptions, the Notes may not be offered or sold or, in the case of Materialised Notes in bearer form, delivered within the United States or, in the case of certain Materialised Notes in bearer form, to, or for the account or benefit of, United States persons as defined in the U.S. Internal Revenue Code of 1986, as amended. The Notes are being offered and sold outside of the United States in offshore transactions to non-U.S. persons in reliance on Regulation S under the Securities Act ("Regulation S"). By accessing the Base Prospectus, you represent that you are a non-U.S. person that is outside of the United States. This Base Prospectus is not for publication, release or distribution in the United States.

For a description of these and certain further restrictions on offers, sales and transfers of Notes and on distribution of this Base Prospectus, see "Subscription and Sale".

MiFID II PRODUCT GOVERNANCE / TARGET MARKET – The Final Terms in respect of any Notes will include a legend entitled "MiFID II Product Governance" which will outline the target market assessment in respect of the Notes, taking into account the five (5) categories referred to in item 18 of the Guidelines published by the ESMA on 5 February 2018, and which channels for distribution of the Notes are appropriate. Any person subsequently offering, selling or recommending the Notes (a "distributor") should take into consideration the target market assessment; however, a distributor subject to Directive 2014/65/EU ("MiFID II") is responsible for undertaking its own target market assessment in respect of the Notes (by either adopting or refining the target market assessment) and determining appropriate distribution channels.

A determination will be made in relation to each issue about whether, for the purpose of the MiFID II Product Governance rules under EU Delegated Directive 2017/593 (the "MiFID II Product Governance Rules"), any Dealer subscribing for any Notes is a manufacturer in respect of such Notes, but otherwise neither the Arranger nor the Dealers nor any of their respective affiliates will be a manufacturer for the purpose of the MiFID II Product Governance Rules.

PRIIPs REGULATION / PROHIBITION OF SALES TO EEA RETAIL INVESTORS - If the Final Terms in respect of any Notes include a legend entitled "Prohibition of Sales to EEA Retail Investors", the Notes are not intended, to be offered, sold or otherwise made available to and should not be offered, sold or otherwise made available to any retail investor in the EEA. For these purposes, a retail investor means a person who is one (or more) of: (i) a retail client as defined in point (11) of Article 4(1) of MiFID II, (ii) a customer within the meaning of Directive 2016/97/EU, as amended, where that customer would not qualify as a professional client as defined in point (10) of Article 4(1) of MiFID II, or (iii) not a qualified investor as defined in the Prospectus Directive. Consequently, no key information document required by Regulation (EU) no. 1286/2014 (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.

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

The Arranger and the Dealers have not separately verified the information contained or incorporated by reference in this Base Prospectus. Neither the Arranger nor any of the Dealers makes any representation, express or implied, or accepts any responsibility, with respect to the accuracy or completeness of any of the information contained or incorporated by reference in this Base Prospectus. Neither this Base Prospectus nor any other information supplied in connection with the Programme (including any information incorporated by reference) is intended to provide the basis of any credit or other evaluation and should not be considered as a recommendation by any of the Issuer, the Arranger or the Dealers that any recipient of this Base Prospectus or any other financial statements should purchase the Notes. Each prospective investor of Notes should determine for itself the relevance of the information contained in this Base Prospectus and its purchase of Notes should be based upon such investigation as it deems necessary. Neither the Arranger nor any of the Dealers undertake to review the financial condition or affairs of the Issuer during the life of the arrangements contemplated by this Base Prospectus nor to advise any investor or prospective investor in the Notes of any information that may come to the attention of any of the Dealers or the Arranger. Any websites referred to in the Base Prospectus are for information purposes only and do not form part of the Base Prospectus.

In this Base Prospectus, unless otherwise specified or the context otherwise requires, references to "€", "Euro", "euro" or "EUR" are to the lawful currency of the member states of the European Union that have adopted the single currency in accordance with the Treaty establishing the European Community, as amended by the Treaty on European Union and as amended by the Treaty of Amsterdam, references to "£", "pounds sterling" and "Sterling" are to the lawful currency of the United Kingdom, references to "\$", "USD" and "US Dollars" are to the lawful currency of the United States of America, references to "¥", "JPY" and "Japanese Yen" are to the lawful currency of Japan and references to "CHF" and "Swiss Francs" are to the lawful currency of Switzerland.

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SUMMARY OF THE PROGRAMME

Disclaimer:

Summaries are made up of disclosure requirements known as "**Elements**". These Elements are numbered in sections A —E (A.1 —E.7).

This summary contains all the Elements required to be included in a summary for this type of securities and Issuer. Because some Elements are not required to be addressed, there may be gaps in the numbering sequence of the Elements.

Even though an Element may be required to be inserted in the summary because of the type of securities and Issuer, it is possible that no relevant information can be given regarding the Element. In this case a short description of the Element is included in the summary with the mention of "not applicable".

<i>Section A – Introduction and warnings</i>		
A.1	General disclaimer regarding the summary	<p>This summary should be read as an introduction to the base prospectus dated 5 September 2018 (the "Base Prospectus") relating to the €13,000,000,000 Euro Medium Term Note Programme (the "Programme") of Crédit Mutuel Arkéa. Any decision to invest in the notes issued under the Programme (the "Notes") should be based on consideration of the Base Prospectus as a whole by the investor, including any supplement related thereto, all documents incorporated by reference therein and, if any, the final terms (the "Final Terms") with respect to the relevant tranches of Notes. Where a claim relating to the information contained in this Base Prospectus is brought before a court, the plaintiff investor might, under the national legislation of the Member States of the European Economic Area (the "EEA"), have to bear the costs of translating the Base Prospectus before the legal proceedings are initiated. Civil liability attaches only to those persons who have tabled the summary including any translation thereof, but only if the summary is misleading, inaccurate or inconsistent when read together with the other parts of the Base Prospectus or it does not provide, when read together with the other parts of the prospectus, key information in order to aid investors when considering whether to invest in such Notes.</p>
A.2	Information regarding consent by the Issuer to the use of the Base Prospectus	<p>[Not Applicable. There is no consent given by the Issuer to use the Base Prospectus.]/[The Issuer consents to the use of the Base Prospectus in connection with any offer that is not within an exemption from the requirement to publish a prospectus under the Directive 2003/71/EC, as amended (a "Non-exempt Offer"), subject to the following conditions:</p> <p>(i) the consent is only valid during the period from [[●] until [●]/[the Issue Date]/[The date which falls [●] Business Day thereafter]] (the "Offer Period");</p> <p>(ii) the only offerors authorised to use the Base Prospectus to make the Non-exempt Offer of the Notes are the relevant [Managers] and[(i) [●] [and [●]] (<i>specify the name and address of any financial intermediary</i>) and/or (ii) if the Issuer appoints additional financial intermediaries after [●] (<i>being the date of the Final Terms</i>) and shall have published details of them on its website (http://www.arka.com/banque/assurance/credit/mutuel/ecb_5008/fr/analyste-ou-investisseur), each financial intermediary whose details are so published]/[and] any financial intermediary which is authorised to make such an offer under the applicable legislation implanting the Markets in Financial Instruments Directive (Directive 2014/65/EU), as amended, which acknowledges on its website that it is relying on the Base Prospectus to offer the Notes during the Offer Period (the "Authorised Offeror[s]"); [and]</p> <p>(iii) the consent only extends to the use of the Base Prospectus to make Non-exempt</p>

	<p>Offers of the Notes in France and/or the Grand Duchy of Luxembourg (the "Non-exempt Offer Jurisdiction[s]") (<i>specify the Member State[s] for which the consent was given</i>);</p> <p>(iv) the consent relates to Offer Periods (if any) beginning within twelve (12) months from the date of the approval of the Base Prospectus by the CSSF; [and]</p> <p>[(v) the consent is subject to the following other condition[s]: [●].]</p> <p>Any Authorised Offeror, falling within sub-paragraph (ii) above who meets all of the other conditions stated above and wishes to use the Base Prospectus in connection with a Non-exempt Offer is required, during the Offer Period, to publish on its website that it is relying on the Base Prospectus for such Non-exempt Offer with the consent of the Issuer.</p> <p>An Investor intending to acquire or acquiring any Notes from an Authorised Offeror will do so, and offers and sales of the Notes to an Investor by an Authorised Offeror will be made, in accordance with any terms and other arrangements in place between such Authorised Offeror and such Investor including as to price, allocation and settlement arrangements (the "Terms and Conditions of the Non-exempt Offer"). The Issuer will not be a party to any such arrangements with Investors (other than Dealers) in connection with the offer or sale of the Notes and, accordingly, the Base Prospectus and any Final Terms will not contain such information. The Conditions of the Non-exempt Offer shall be published by that Authorised Offeror on its website at the relevant time. None of the Issuer, any of the Dealers or other Authorised Offerors has, or takes any responsibility or liability for such information.]</p>
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[Section B – Issuer]		
B.1	Legal and commercial name of the Issuer	Crédit Mutuel Arkéa (the "Issuer")
B.2	Domicile/ Legal form/ Legislation/ Country of incorporation	<p>The Issuer is incorporated in France under French law as a "<i>Société anonyme coopérative de crédit à capital variable</i>" (Cooperative limited liability company with variable share capital). It is governed by the following French laws and regulations:</p> <ul style="list-style-type: none"> - the law dated 10 September 1947 regulating cooperative companies; - Articles L. 231-1 to L. 231-8 of the French <i>Code de commerce</i> on variable capital; - the provisions of the French <i>Code de commerce</i> on commercial companies; - the provisions of the French <i>Code monétaire et financier</i> on the activity and control of credit institutions; - Articles L. 512-55 to L. 512-59 of the French <i>Code monétaire et financier</i> and all laws related to Crédit Mutuel; - the provisions of its by-laws and internal regulations. <p>The Issuer's domicile is at 1, rue Louis Lichou, 29480 Le Relecq Kerhuon, France.</p>
B.4b	Known trends	<p>Company's outlook since the publication of its most recent verified financial statements</p> <p>After a 10-year peak at 2.3% in 2017, French growth should slow to 1.7% in 2018 according to INSEE. GDP growth in the second quarter was revised down to 0.3% (from 0.4% previously) and is expected to be 0.4% in the third and fourth quarters. The slowdown in economic activity was relatively brutal in early 2018, but it is not specific to France according to INSEE. A slowing of the business climate has</p>

		<p>occurred in most European countries, in an environment marked by the sharp rise in oil prices to nearly \$ 80 per barrel, geopolitical tensions in the Middle East, the strong appreciation of the euro in 2017 (despite a trend reversal since April) which had negative impacts on the competitiveness of exporters and the intensification of protectionist tensions.</p> <p>At the end of the June meetings, the divergence of monetary policies was accentuated between the Fed on the one hand and the other central banks on the other. The Fed raised by a quarter point, for the seventieth time since December 2015, its key rate, to [1.75% to 2.00%]. US central bank officials forecast two further increases in 2018 (one more than in March), followed by three in 2019 and one in 2020. These more restrictive decisions contrast with announcements by the ECB, which will end its net redemption program at the end of 2018, but pushing back at the end of the summer of 2019, at least the possibility of a first rise in key interest rates since 2011. In Japan, the central bank (BoJ) has not changed its ultra-accommodating monetary policy (short-term interest rate target at -0.1%, 10-year yields close to 0%, asset purchases).</p> <p>The uncertainties surrounding the global economic outlook are numerous at the beginning of the second half of the year. First, monetary and financial risks persist in a high-cycle economic environment. Central banks are gradually tightening their monetary policies while debt remains massive. Finally, the escalation of trade tensions between the United States and China and the rise of protectionism embodied in the new tariffs pose a threat to global growth, which is still difficult to measure</p> <p>Since late 2014, Crédit Mutuel Arkéa has been involved in a series of disputes with Confédération Nationale du Crédit Mutuel ("CNCM"), Crédit Mutuel's central body, relating primarily to potential conflicts of interest between the central body and one of its affiliates. These disputes mainly concern administrative, technical and financial supervision by CNCM and the use of the "Crédit Mutuel" name.</p> <p>This situation led Crédit Mutuel Arkéa's Board of Directors, at its meeting of January 17, 2018, to authorise Crédit Mutuel Arkéa Group's senior management to take all actions enabling Crédit Mutuel Arkéa to become a cooperative and mutual banking group independent from the rest of Crédit Mutuel.</p> <p>The directors of the local savings banks and the directors of the Crédit Mutuel de Bretagne, Crédit Mutuel du Sud-Ouest and Crédit Mutuel Massif Central federations were requested to vote during the first half of 2018. At the conclusion of the consultation process initiated by the Crédit Mutuel Arkéa Group's local savings banks, and after the federations' Boards of Directors had met, the Crédit Mutuel Arkéa Group certified the results of the votes cast by the 307 local banks: 94.5% of the local savings banks voted in favor of Crédit Mutuel Arkéa's independence, which will thus become a cooperative and territorial group with mutualist values, independent from the rest of Crédit Mutuel. This historic inaugural vote, which binds all stakeholders, definitively marks the departure will of the Crédit Mutuel Arkéa Group from the Crédit Mutuel.</p> <p>The Crédit Mutuel Arkéa Group will now begin operational implementation of its unilateral disaffiliation.</p> <p>For more information, refer to the Section B.5 entitled "<i>Description of the Group</i>".</p>
B.5	Description of the Group	<p>A cooperative banking and insurance company, Crédit Mutuel Arkéa Group comprises the Crédit Mutuel de Bretagne, Crédit Mutuel du Sud-Ouest and Crédit Mutuel Massif Central federations as well as approximately thirty (30) specialised subsidiaries, which cover all of the business lines in the financial area.</p> <p>Crédit Mutuel Arkéa is affiliated to the <i>Confédération Nationale du Crédit Mutuel</i> (the « CNCM »), the central body of the Crédit Mutuel.</p> <p>With a network of 464 points of sale and the strength of its 9,000 employees, Crédit Mutuel Arkéa places openness and development at the heart of its business plan. Original and bold, resolutely cooperative and mutual, our Group controls the entire</p>

value chain of a bancassurer, from manufacturing to distribution, and affirms its strategy thanks to a strong and recognized technological know-how.

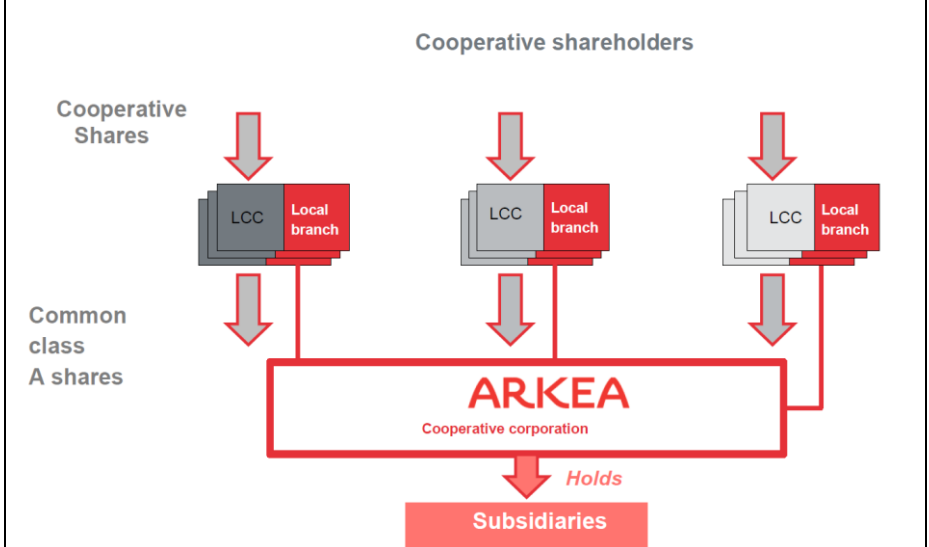
Crédit Mutuel Arkéa has € 50.7 billion in outstanding loans and € 107.8 billion in savings outstanding at December 31, 2017.

On January 17, 2018, Crédit Mutuel Arkéa's board of directors authorised Crédit Mutuel Arkéa Group's senior management to take all actions enabling Crédit Mutuel Arkéa to become a cooperative and mutual banking group independent from the rest of Crédit Mutuel. The directors of local savings banks and the directors of Bretagne, Sud-Ouest and Massif Central federations were requested to vote during the first half of 2018. At the conclusion of the consultation process initiated by the Crédit Mutuel Arkéa Group's local savings banks, and after the federations' Boards of Directors had met, the Crédit Mutuel Arkéa Group certified the results of the votes cast by the 307 local banks: 94.5% of the local savings banks voted in favor of Crédit Mutuel Arkéa's independence, which will thus become a cooperative and territorial group with mutualist values, independent from the rest of Crédit Mutuel.

The Crédit Mutuel Arkéa Group will now begin operational implementation of its unilateral disaffiliation. At its meeting of June 29, 2018, Crédit Mutuel Arkéa's Board of Directors approved the planned organizational structure of the future independent group and called on the local savings banks to convey their opinion, starting in the fall of 2018, on the implementation of this structure. It was also decided that Crédit Mutuel Arkéa will do business under a name other than "Crédit Mutuel." More specifically, with respect to the local savings banks that are members of the Crédit Mutuel Massif Central federation, at the Crédit Mutuel Arkéa board of directors' meeting held on January 17, 2018, the Crédit Mutuel Arkéa Group requested the local savings banks of Crédit Mutuel de Bretagne, Crédit Mutuel du Sud-Ouest and Crédit Mutuel Massif Central federations to initiate consultations on the Crédit Mutuel Arkéa Group's proposed independence. The board of directors of the Crédit Mutuel Massif Central federation opposed the principle of consulting the boards of directors of the local savings banks within its purview. Nevertheless, a consultation was initiated by six of the thirty local savings banks that are members of the Crédit Mutuel Massif Central federation.

With regard to the process of convergence of Crédit Mutuel Massif Central's local savings banks members to the *Caisse Fédérale de Crédit Mutuel* ("CFCM"), the Board of Directors of the CNCM on June 19, 2018 gave its prior approval to the convergence project of Crédit Mutuel Massif Central to the CFCM. The governing bodies of the federation and Crédit Mutuel Massif Central *caisse régionale*, dated June 29, 2018, approved the convergence process. At the date of this Base Prospectus, the banking activity of each of Crédit Mutuel Massif Central's thirty local savings banks is exercised through the collective authorisation of Crédit Mutuel Arkéa as a credit institution.

Crédit Mutuel Arkéa Group's proposed organizational structure



B.9	Profit forecast	Not applicable. There is no profit forecast or estimate.
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	or estimate																																									
B.10	Audit report qualifications	Not applicable. The statutory auditors' reports on the consolidated financial statements for each of the financial years ended on 31 December 2016 and 31 December 2017 do not contain any qualification.																																								
B.12	Selected historical key financial information	<p>Consolidated Financial information (<i>in millions of euros</i>)</p> <table border="1"> <thead> <tr> <th></th> <th>31 December 2016</th> <th>31 December 2017</th> <th>30 June 2017 (unaudited)</th> <th>30 June 2018 (unaudited)</th> </tr> </thead> <tbody> <tr> <td>Share capital and reserves</td> <td>2,303.1</td> <td>2,207.9</td> <td>2,211.9</td> <td>2,244.9</td> </tr> <tr> <td>Consolidated reserves</td> <td>3,239.3</td> <td>3,531.4</td> <td>3,537.3</td> <td>3,904.8</td> </tr> <tr> <td>Net Income</td> <td>336.2</td> <td>428.1</td> <td>193.2</td> <td>246.5</td> </tr> <tr> <td>Total shareholders' equity</td> <td>6,073.2</td> <td>6,449.1</td> <td>6,368.0</td> <td>6,649.8</td> </tr> <tr> <td>Long-medium and short term debt*¹</td> <td>13,760.1</td> <td>12,680.7</td> <td>11,791</td> <td>13,685.2</td> </tr> <tr> <td>*comprising subordinated debts</td> <td>890.3</td> <td>1,892.8</td> <td>1,390.3</td> <td>2,402.2</td> </tr> <tr> <td>debenture loans (gross value)</td> <td>9,353.7</td> <td>7,952.6</td> <td>7,496</td> <td>8,086.4</td> </tr> </tbody> </table> <p>There has been no significant change in the financial or trading position of the Issuer or the Group since 30 June 2018.</p> <p>Except as disclosed in Element B.4b., there has been no material adverse change in the prospects of the Issuer or the Group since 31 December 2017.</p> <p>¹ The "Long-medium and short term debt" item results from the addition of the "debt securities" and "subordinated debts" accounting items of the Issuer's statements.</p> <p>The CET 1 ratio is 18.5% as at December 31, 2017. Tier 1 or Common Equity Tier 1 (CET 1) totaled €5.29 billion and represented 86% of total regulatory capital. It increased by €444 million in 2017, which corresponds mainly to the incorporation of the unappropriated profit for the year.</p>		31 December 2016	31 December 2017	30 June 2017 (unaudited)	30 June 2018 (unaudited)	Share capital and reserves	2,303.1	2,207.9	2,211.9	2,244.9	Consolidated reserves	3,239.3	3,531.4	3,537.3	3,904.8	Net Income	336.2	428.1	193.2	246.5	Total shareholders' equity	6,073.2	6,449.1	6,368.0	6,649.8	Long-medium and short term debt* ¹	13,760.1	12,680.7	11,791	13,685.2	*comprising subordinated debts	890.3	1,892.8	1,390.3	2,402.2	debenture loans (gross value)	9,353.7	7,952.6	7,496	8,086.4
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B.13	Recent events impacting the Issuer's solvency	Not applicable. There are no recent events impacting the Issuer's solvency.																																								
B.14	Dependance upon other Group entities	Not applicable. The Issuer is not dependent upon other entities of the Group.																																								
B.15	Principal activities	<p>As a producer and distributor, Crédit Mutuel Arkéa can offer its customers, whether they are individuals, companies, associations or local authorities, a full range of banking, financial, asset management and insurance products and services. The Group also stands apart through its development of private label banking services on behalf of other financial institutions and payments institutions.</p> <p>A cooperative and mutual banking institution, Crédit Mutuel Arkéa is not listed on the stock exchange. It is owned by its customer shareholders, who are both shareholders and customers. The Group, which combines a strong financial position and long-term growth strategy, thereby puts its performance to work on behalf of the real economy and the projects of its 4.2 million customers.</p>																																								

B.16	Major shareholders	<p>Crédit Mutuel Arkéa's capital is owned by the local savings banks (<i>Caisse Locales</i>) of the Crédit Mutuel de Bretagne, Crédit Mutuel du Sud-Ouest and Crédit Mutuel Massif Central federations. None of these local savings banks hold more than 5% of the capital of Crédit Mutuel Arkéa. No agreement exists that is likely to result in a change of control in the company.</p> <p>The governing bodies of the federation and Crédit Mutuel Massif Central <i>caisse régionale</i>, dated June 29, 2018, approved the convergence process.</p>
B.17	Solicited credit ratings	<p>Senior Preferred Notes to be issued under the Programme are expected to be rated A/A-1 by Standard & Poor's Credit Market Services France SAS ("S&P") and Aa3/P-1 by Moody's France S.A.S. ("Moody's"). Senior Non-Preferred Notes to be issued under the Programme are expected to be rated BBB+ by S&P and Baa1 by Moody's. Subordinated Notes to be issued under the Programme are expected to be rated BBB by S&P and Baa1 by Moody's.</p> <p>As at the date of this Base Prospectus, S&P and Moody's are established in the European Union, registered under Regulation (EC) No. 1060/2009, as amended by Regulation (EU) No. 513/2011 (the "CRA Regulation") and included in the list of registered credit rating agencies published by the European Securities and Markets Authority on its website (https://www.esma.europa.eu/supervision/credit-rating-agencies/risk).</p> <p>A rating is not a recommendation to buy, sell or hold securities and may be subject to suspension, change, or withdrawal at any time by the assigning rating agency.</p>

Section C – Securities		
C.1	Type and Class of Notes/ ISIN	<p>The Notes are [Fixed Rate]/[Fixed Rate Resettable Notes]/[Floating Rate]/[Zero Coupon]/[CMS Linked]/[Fixed/Floating Rate]/[Fixed/CMS Rate]/[Floating/Fixed Rate]/[CMS/Fixed Rate]/[Fixed/Fixed Rate]/[Floating/Floating Rate]/[Range Accrual]/[Inverse Floating Rate]/[Inverse CMS Rate] Notes.</p> <p>The ISIN code of the Notes is: [●].</p> <p>The common code of the Notes is: [●].</p>
C.2	Currency	<p>Subject to compliance with all relevant laws, regulations and directives, Notes may be issued in Euro, U.S. Dollars, Japanese Yen, Swiss francs, Sterling and in any other currency agreed between the Issuer and the relevant Dealer(s).</p> <p>The Notes are denominated in [●].</p>
C.5	Transferability	<p>Not applicable. There is no restriction on the free transferability of the Notes (subject to the applicable selling restrictions in various jurisdictions).</p>
C.8	Rights attached to the Notes including ranking and limitations to those rights	<p>Please also refer to the information provided in item C.9 below with respect to the right to receive interest payments and redemption at par on the maturity date.</p> <p><u>Denomination</u> Notes shall be issued in [●] denomination(s). Dematerialised Notes shall be issued in one denomination only.</p> <p><u>Status of the Notes</u> The Notes may either be Senior Notes or Subordinated Notes and the Senior Notes may be either Senior Preferred Notes or Senior Non-Preferred Notes.</p> <p>It is the intention of the Issuer that the Subordinated Notes shall, for supervisory purposes, be treated as Tier 2 Capital.</p> <p>It is the intention of the Issuer that the Senior Non-Preferred Notes shall be treated, for regulatory purposes, as MREL Eligible Instruments.</p>

		<p>Where:</p> <p>"Applicable Banking Regulations" means at any time the laws, regulations, requirements, guidelines and policies relating to capital adequacy then in effect in France including, without limitation to the generality of the foregoing, those regulations, requirements, guidelines and policies relating to capital adequacy then in effect of, and as applied by, the Relevant Regulator.</p> <p>"FSB TLAC Term Sheet" means the Total Loss-absorbing Capacity (TLAC) term sheet set forth in the document dated 9 November 2015 published by the Financial Stability Board, entitled <i>"Principles on Loss-absorbing and Recapitalisation Capacity of G-SIBs in Resolution"</i>, as amended from time to time.</p> <p>"MREL" refers to the "minimum requirement for own funds and eligible liabilities" for banking institutions under the BRRD, set in accordance with Article 45 of the BRRD (as transposed in Article L. 613-44 of the French <i>Code monétaire et financier</i>) and Commission Delegated Regulation (EU) 2016/1450 of 23 May 2016, or any successor requirement.</p> <p>"MREL Eligible Instrument" means an instrument that is eligible to meet the MREL Requirements.</p> <p>"MREL Group" means any local savings bank (<i>caisse locale</i>) of the <i>Crédit Mutuel de Bretagne</i>, <i>Crédit Mutuel du Sud-Ouest</i> and <i>Crédit Mutuel Massif Central</i> federations and of any federation affiliated to the Issuer from time to time, the Issuer and any of its subsidiaries (excluding <i>Suravenir</i> and <i>Suravenir Assurances</i>) from time to time taken as a whole.</p> <p>"MREL Regulations" means, at any time, the applicable laws, regulations, requirements, guidelines and policies giving effect to (i) MREL and (ii) additional requirements that may become applicable to the Issuer in connection with the implementation of the TLAC standard set forth in the FSB TLAC Term Sheet or any successor principles, including any relevant implementing legislation and regulation in France. If there are separate laws, regulations, requirements, guidelines and policies giving effect to the principles described in (i) and (ii), then "MREL Regulations" shall mean all such regulations, requirements, guidelines and policies.</p> <p>"MREL Requirements" means the minimum requirement for own funds and eligible liabilities applicable to the Issuer and/or the MREL Group referred to in the MREL Regulations.</p> <p>"Relevant Regulator" means the European Central Bank and any successor or replacement thereto, or other authority having primary responsibility for the prudential oversight and supervision of the Issuer.</p> <p>"Senior Non-Preferred Notes" means any obligations or other instruments issued by the Issuer which are within the category of obligations described in Article L. 613-30-3 I 4° of the French <i>Code monétaire et financier</i>.</p> <p>"Senior Preferred Notes" means any obligations or other instruments issued by the Issuer which fall or are expressed to fall within the category of obligations described in Article L. 613-30-3 I 3° of the French <i>Code monétaire et financier</i>. For the avoidance of doubt, all unsubordinated debt securities issued by the Issuer prior to the entry into force of Article L. 613-30-3 I 4° of the French <i>Code monétaire et financier</i> on 11 December 2016 shall constitute Senior Preferred Notes.</p> <p>"Subordinated Notes" means any subordinated obligations or other instruments issued by the Issuer which constitute direct, unconditional, unsecured and subordinated obligations of the Issuer.</p> <p>"Tier 2 Capital" means capital which is treated by the Relevant Regulator as a constituent of tier 2 under Applicable Banking Regulations from time to time for the purposes of the Issuer.</p> <p>The Notes are [Senior Preferred] / [Senior Non-Preferred] / [Subordinated] Notes.</p> <p><u>[Senior Preferred Notes]</u></p> <p>The Senior Preferred Notes (being those Notes which the applicable Final Terms specify as being Senior Preferred Notes), and, where applicable, any Coupon relating to them are direct, unconditional, unsecured and senior (chirographaires) obligations of the Issuer, and rank and shall at all times rank:</p>
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- (i) *pari passu* without preference among themselves and with other Senior Preferred Notes;
- (ii) senior to Senior Non-Preferred Notes and any obligations ranking junior to Senior Non-Preferred Notes; and
- (iii) junior to all present and future claims benefiting from statutory preferences.

[Senior Non-Preferred Notes]

The Senior Non-Preferred Notes (being those Notes which the applicable Final Terms specify as being Senior Non-Preferred Notes), and, where applicable, any Coupon relating to them are direct, unconditional, unsecured and senior (*chirographaires*) obligations of the Issuer, and rank and shall at all times rank:

- (i) *pari passu* without preference among themselves and with other Senior Non-Preferred Notes;
- (ii) senior to Subordinated Notes; and
- (iii) junior to present and future claims benefiting from statutory preferences, including Senior Preferred Notes.

Subject to applicable law, if any judgment is issued for the judicial liquidation (*liquidation judiciaire*) of the Issuer or if the Issuer is liquidated for any other reason, the holders of the Senior Non-Preferred Notes in respect such Notes and including, where applicable, the Coupons relating to them, will have a right to payment under the Senior Non-Preferred Notes:

- (i) only after, and subject to, payment in full of holders of Senior Preferred Notes and other present and future claims benefiting from statutory preferences or otherwise ranking in priority to Senior Non-Preferred Notes; and
- (ii) subject to such payment in full, in priority to holders of Subordinated Notes and other present and future claims otherwise ranking junior to Senior Non-Preferred Notes.

[Subordinated Notes]

The Subordinated Notes (being those Notes which the applicable Final Terms specify as being Subordinated Notes) are issued pursuant to the provisions of Article L. 228-97 of the *French Code de commerce*.

The Subordinated Notes, where applicable, any Coupon relating to them, constitute direct, unconditional, unsecured and subordinated obligations of the Issuer and rank and shall at all times rank:

- (i) *pari passu* without any preference among themselves;
- (ii) *pari passu* with (a) any present or future obligations or capital instruments of the Issuer which constitute Tier 2 Capital of the Issuer and (b) any other present and future direct, unconditional, unsecured and subordinated obligations of the Issuer that rank or are expressed to rank equally with the Subordinated Notes;
- (iii) senior to any present and future *prêts participatifs* granted to the Issuer, *titres participatifs* issued by the Issuer and deeply subordinated obligations of the Issuer (*engagements dits "super subordonnés" or engagements subordonnés de dernier rang*);
- (iv) junior to (a) any present and future unsubordinated creditors (including depositors) of the Issuer and (b) any present or future subordinated creditors of the Issuer other than the present or future claims of creditors that rank or are expressed to rank *pari passu* with or junior to the Subordinated Notes.

If any judgment is rendered by any competent court declaring the judicial liquidation (*liquidation judiciaire*) of the Issuer or if the Issuer is liquidated for any other reason, the rights of payment of the holders of the Subordinated Notes in respect of such Subordinated Notes and including, where applicable, the Coupons

relating to them, shall be subordinated to the payment in full of all unsubordinated creditors (including depositors) and subordinated creditors of the Issuer other than the present or future claims of creditors ranking *pari passu* with or junior to the Subordinated Notes, as aforesaid, and, subject to such payment in full, the holders of the Subordinated Notes shall be paid in priority to any *prêts participatifs* granted to the Issuer, any *titres participatifs* issued by it and any deeply subordinated obligations of the Issuer (*engagements dits "super subordonnés" or engagements subordonnés de dernier rang*).

In the event of incomplete payment of unsubordinated creditors and subordinated claims ranking ahead of the claims of holders of Subordinated Notes and including, where applicable, the Coupons relating to them, the obligations of the Issuer in connection with the Subordinated Notes will be terminated.

If an insolvency proceeding or voluntary liquidation applies to the Issuer, the holders of the Subordinated Notes and including, where applicable, the Coupons relating to them, shall be responsible for taking all steps necessary to preserve the rights they may have against the Issuer.]

Negative pledge

[Senior Preferred Notes

The Issuer will undertake not to grant any security in respect of any other bond or similar indebtedness issued or guaranteed by it without granting similar security to any outstanding Senior Preferred Notes.]

[Senior Non-Preferred Notes

There is no negative pledge in respect of Senior Non-Preferred Notes.]

[Subordinated Notes

There is no negative pledge in respect of Subordinated Notes.]

Events of default

[Senior Preferred Notes

The Senior Preferred Notes may become due and payable at their principal amount together with any accrued interest thereon:

(a) if the Issuer is in default in the payment of principal of, or interest on, any Senior Preferred Note (under certain conditions), (b) if the Issuer is in default in the performance of any of its other obligations under the Senior Preferred Notes (under certain conditions), (c) if any other present or future indebtedness for borrowed monies of the Issuer in excess of €5,000,000 (or its equivalent in any other currency), whether individually or collectively, becomes or becomes capable of being declared due and payable prior to its stated maturity as a result of a default thereunder, or any such indebtedness shall not be paid when due or, as the case may be, within any originally applicable grace period therefor or any steps shall be taken to enforce any security in respect of any such indebtedness or any guarantee or indemnity given by the Issuer for, or in respect of, any such indebtedness of others shall not be honoured when due and called upon, (d) in case the Issuer makes any proposal for a general moratorium in relation to its debt or a judgement is issued for the judicial liquidation (*liquidation judiciaire*) or the transfer of the whole of the business (*cession totale de l'entreprise*) of the Issuer or if the Issuer is subject to any other insolvency or bankruptcy proceedings or enters into a composition with its creditors, in each case to the extent permitted by applicable law (e) if the Issuer ceases or publicly threatens to cease to carry on all or a material part of its business or other operations or sells, transfers, lends or otherwise disposes of, directly or indirectly, all or a material part of its undertakings or assets (subject to certain exception), or (f) if it is or will become unlawful for the Issuer to perform or comply with one or more of its obligations under the Senior Preferred Notes.]

[Senior Non-Preferred Notes

There are no events of default under the Senior Non-Preferred Notes which would lead to an acceleration of the Senior Non-Preferred Notes if certain events occur. However, if any judgment were issued for the judicial liquidation (*liquidation judiciaire*) of the Issuer or if the Issuer were liquidated for any other

reason, then the Senior Non-Preferred Notes would become immediately due and payable.]

[Subordinated Notes

There are no events of default under the Subordinated Notes which would lead to an acceleration of the Subordinated Notes if certain events occur. However, if any judgment were issued for the judicial liquidation (*liquidation judiciaire*) of the Issuer or if the Issuer were liquidated for any other reason, then the Subordinated Notes would become immediately due and payable.]

Withholding tax

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

If such a withholding or deduction is required by the French law, the Issuer will have to gross-up its payments to the fullest extent then permitted by law and subject to certain exceptions.

All payments of principal, interest and other revenues by or on behalf of the Issuer in respect of the Notes will be made subject to any withholding or deduction required pursuant to the Foreign Account Tax Compliance Act ("**FATCA**"). There will be no grossing up provision and, accordingly, no early redemption whatsoever in case of any withholding or deduction required pursuant to FATCA.

Waiver of Set-off rights

[Not applicable]/[The holders of the Notes (the "**Noteholders**") waive any right of set-off, compensation and retention in relation to the Notes, to the extent permitted by law.]

Governing law

French law.

Bail-in

Notwithstanding any other term of a given Series of Notes or any other agreement, arrangement or understanding between the Issuer and the Noteholders, by its acquisition of any Note, each Noteholder acknowledges, accepts, consents and agrees:

- (i) to be bound by the effect of the exercise of the Bail-in Power by the Relevant Resolution Authority, which may include and result in any of the following, or some combination thereof:
 - a. the reduction of all, or a portion, of the Amounts Due (as defined below) on a permanent basis;
 - b. the conversion of all, or a portion, of the Amounts Due into shares, other securities or other obligations of the Issuer or another person (and the issue to the Noteholder of such shares, securities or obligations), including by means of an amendment, modification or variation of the terms of such Notes, in which case the Noteholder agrees to accept in lieu of its rights under such Notes any such shares, other securities or other obligations of the Issuer or another person;
 - c. the cancellation of the Notes;
 - d. the amendment or alteration of the maturity of the Notes or amendment of the amount of interest payable on the Notes, or the date on which the interest becomes payable, including by suspending payment for a temporary period; and
- (ii) that the terms of the Notes are subject to, and may be varied, if necessary, to give effect to, the exercise of the Bail-in Power by the Relevant

		<p style="text-align: center;">Resolution Authority.</p> <p>Where:</p> <p>"Amounts Due" are the outstanding principal amount of the Notes and any accrued and unpaid interest on the Notes.</p> <p>"Bail-in Power" means any power existing from time to time under any laws, regulations, rules or requirements in effect in France relating to the implementation of Directive 2014/59/EU establishing a framework for the recovery and resolution of credit institutions and investment firms (as amended from time to time, "BRRD"), including without limitation pursuant to French decree-law No. 2015-1024 dated 20 August 2015 (<i>Ordonnance portant diverses dispositions d'adaptation de la législation au droit de l'Union européenne en matière financière</i>) (as amended from time to time), Regulation (EU) No 806/2014 of the European Parliament and of the Council of 15 July 2014 establishing uniform rules and a uniform procedure for the resolution of credit institutions and certain investment firms in the framework of a single resolution mechanism and a single resolution fund and amending Regulation (EU) No 1093/2010 (as amended from time to time, "SRM Regulation"), or otherwise arising under French law, and in each case the instructions, rules and standards created thereunder, pursuant to which the obligations of a Regulated Entity (or an affiliate of such Regulated Entity) can be reduced (in part or in whole), cancelled, suspended, transferred, varied or otherwise modified in any way, or securities of a Regulated Entity (or an affiliate of such Regulated Entity) can be converted into shares, other securities, or other obligations of such Regulated Entity or any other person, whether in connection with the implementation of a bail-in tool following placement in resolution or otherwise.</p> <p>"Regulated Entity" means any entity referred to in Section I of Article L. 613-34 of the French <i>Code monétaire et financier</i>, which includes certain credit institutions, investment firms, and certain of their parent or holding companies established in France.</p> <p>"Relevant Resolution Authority" means the <i>Autorité de contrôle prudentiel et de résolution</i>, the Single Resolution Board established pursuant to the SRM Regulation, and/or any other authority entitled to exercise or participate in the exercise of any Bail-in Power from time to time (including the Council of the European Union and the European Commission when acting pursuant to Article 18 of the SRM Regulation).</p>
C.9	<p>Interests/ Redemption/ Yield/ Representative of the Noteholders</p>	<p>Please also refer to the information provided in item C.8 above.</p> <p><u>Issue Price</u> Notes may be issued at their nominal amount or at a discount or premium to their nominal amount. The Issue Price of the Notes is [●].</p> <p><u>[Fixed Rate Notes]</u> Fixed interest of [●] will be payable in arrear [on [●] / [●] in each year] [from [●] to [●]]</p> <p><u>[Fixed Rate Resettable Notes]</u> The Notes will bear interest [from their date of issue / from [●] to (and excluding) the First Reset Date] at the fixed rate of [●] per cent. per annum. [The Notes will bear interest from (and including) the First Reset Date and to (but excluding) the Second Reset Date or, if none, the Maturity Date at the First Reset Rate of Interest and for each Subsequent Reset Period thereafter (if any) at the relevant Subsequent Reset Rate of Interest]. Interest will be paid [annually/semiannually/quarterly/monthly/other (specify) in arrear].]</p> <p>"First Margin" means [●] per cent.. "First Reset Date" means [●]. "First Reset Period" means the period from (and including) the First Reset Date to (but excluding) the Second Reset Date or, if there is no Second Reset Date, the Maturity Date.</p>

"**First Reset Rate of Interest**" means the rate of interest determined by the Calculation Agent on the relevant Reset Determination Date as the sum of the mid-swap rate for the First Reset Period and the First Margin.

"**Reset Date**" means each of the First Reset Date, the Second Reset Date and any Subsequent Reset Date, as applicable.

"**Reset Determination Date**" means, in respect of a Reset Period, [●].

"**Reset Period**" means each of the First Reset Period or any Subsequent Reset Period, as applicable.

"**Second Reset Date**" means [●].

"**Subsequent Margin**" means [●] per cent..

"**Subsequent Reset Date**" means [●].

"**Subsequent Reset Period**" means the period from (and including) the Second Reset Date to (but excluding) the next occurring Subsequent Reset Date, and each successive period from (and including) a Subsequent Reset Date to (but excluding) the next occurring Subsequent Reset Date or, in the case of the final Subsequent Reset Date, to (but excluding) the Maturity Date.

"**Subsequent Reset Rate of Interest**" means, in respect of any Subsequent Reset Period, the rate of interest determined by the Calculation Agent on the relevant Reset Determination Date as the sum of the relevant mid-swap rate and the relevant Subsequent Margin.

[Floating Rate Notes

Floating Rate Notes will bear interest determined separately for each Series as follows:

- (i) by applying one of the following formulae:

$$\frac{[\text{FBF Rate} + \text{margin}]}{[\text{margin} + [\text{Rate Multiplier} \times (\text{FBF Rate}_1 - \text{FBF Rate}_2)]]}$$

FBF Rate/ FBF Rate₁/ FBF Rate₂ is determined on the same basis as the floating rate under a notional interest rate swap transaction in the relevant Specified Currency governed by the June 2013 FBF Master Agreement, as published by the *Fédération Bancaire Française*, in their updated version applicable as at the date of issue of the first tranche of the relevant Series, or

- (ii) by applying one of the following formulae:

$$\frac{[\text{Relevant Rate} + \text{margin}]}{[\text{margin} + [\text{Rate Multiplier} \times (\text{Relevant Rate}_1 - \text{Relevant Rate}_2)]]}$$

Relevant Rate/ Relevant Rate₁/ Relevant Rate₂ is determined on the basis of a reference rate appearing on an agreed screen page of a commercial quotation service, which shall be either EURIBOR or, LIBOR.

In each case, subject to any Minimum and/Maximum Rate of Interest.

"**Maximum Rate of Interest**" means [●].

"**Minimum Rate of Interest**" means [●].

The Floating Rate Notes will bear interest at a rate of [●] +/- [●] per cent. payable [on [●]/ [●] in each year], subject to any adjustment made pursuant to the applicable business day convention.]

[CMS Linked Notes

Payments of interest in respect of CMS Linked Notes shall be calculated by reference to one or more CMS Rates and by applying one of the formulae described below:

$$\frac{[\text{CMS Rate} + \text{margin}]}{[\text{Rate Multiplier} \times (\text{CMS Rate} + \text{margin})]}$$

[Rate Multiplier x (CMS Rate – margin)]
[Rate Multiplier x (CMS Rate₁ – CMS Rate₂)]
[margin + [Rate Multiplier x (CMS Rate₁ – CMS Rate₂)]]
[margin + [Rate Multiplier x (Applicable Rate – CMS Rate)]]
[margin + [Rate Multiplier x (CMS Rate – Applicable Rate)]]
[Rate Multiplier x (Applicable Rate – CMS Rate)]

In each case, subject to any Minimum and/Maximum Rate of Interest.

"**Maximum Rate of Interest**" means [●].

"**Minimum Rate of Interest**" means [●].

"**Applicable Rate**" means a rate (expressed as a percentage) that may be a Fixed Rate or a Floating Rate.

"**CMS Rate**" / "**CMS Rate₁**" / "**CMS Rate₂**" means [●].

"**Rate Multiplier**" means the number as shall be specified to apply to the relevant CMS Linked Notes.

The CMS Linked Notes will bear interest [from [●] to [●]] at a rate payable [on [●]/ [●] in each year], subject to any adjustments made pursuant to the applicable business day convention equal to:

[●]

Range Accrual Notes

Notes may also be issued by the Issuer as "Range Accrual Notes" where the interest in respect of any Notes with respect to one or more Interest Accrual Periods will be conditional upon the relevant reference rate(s) (EURIBOR, LIBOR or EUR CMS [or any combination thereof]) being equal to, lower than and/or greater than pre-determined rates on one or more days during a specified period and, if any such condition(s) is not satisfied during the specified period, then no interest shall be payable in respect of such Range Accrual Note in respect of such Interest Accrual Period.

The Range Accrual Notes will bear interest at a rate payable [on [●]/ [●] in each year] equal to: [●] x the Accrual Factor.]

The Accrual Factor means the number of days in the relevant period in respect of which [[●] month EURIBOR/LIBOR]/[●] year EUR CMS] fell within the Range (as defined below) divided by the total number of day in the relevant period. The Range means on a relevant day the [[●] month EURIBOR/LIBOR]/[●] year EUR CMS] is [less than] [greater than] [or equal to] [●]% and [greater than] [lower than] [or equal to] [●].]

Inverse Floating Rate Notes and Inverse CMS Rate Notes

The rate of interest in respect of Inverse Floating Rate Notes or Inverse CMS Rate Notes for each Interest Accrual Period shall be equal to the Fixed Rate minus the Floating Rate or the CMS Rate, as the case may be.

[Inverse [Floating Rate/CMS Rate] Notes will bear interest at a rate of [●] per cent. minus [[●] month EURIBOR/LIBOR]/[●] year EUR CMS] payable [on [●]/ [●] in each year].]

Zero Coupon Notes

Zero Coupon Notes are issued [at par / at [specify if below par]] and will not bear interest.]

[[Fixed/Floating Rate]/[Fixed/CMS Rate]/[Floating/Fixed Rate]/[CMS/Fixed Rate]/[Fixed/Fixed Rate]/[Floating/Floating Rate] Notes

[Fixed/Floating Rate]/[Fixed/CMS Rate]/[Floating/Fixed Rate]/[CMS/Fixed Rate]/[Fixed/Fixed Rate]/[Floating/Floating Rate] Notes are Notes for which there is a change of interest basis]

Maturity

Senior Preferred Notes

Subject to compliance with all relevant laws, regulations and directives, each Series of Senior Preferred Notes may have any agreed maturity as indicated in the applicable Final Terms.

Senior Non-Preferred Notes

Subject to compliance with all relevant laws, regulations and directives, each Series of Subordinated Non-Preferred Notes shall have a minimum maturity of at least one year after the Issue Date.

Subordinated Notes

Subject to compliance with all relevant laws, regulations and directives, each Series of Subordinated Notes shall have a minimum maturity of at least five years after the Issue Date.

[Specify/Interest Payment Date falling on or nearest to [●].]

Redemption

Redemption at maturity

Subject to any purchase and cancellation of the Notes or their early redemption, the Notes will be redeemed on the above mentioned maturity date at 100% of their nominal amount].

Redemption prior to maturity

(i) **Senior Preferred Notes**

The Senior Preferred Notes may be redeemed prior to maturity at the option of the Issuer (i) if a call option is specified as applicable, or (ii) in the case of (a) a Withholding Tax Event or (b) Gross-Up Event.

The Senior Preferred Notes may also be redeemed prior to maturity at the option of the holders, if a put option is specified as applicable.

(ii) **Senior Non-Preferred Notes**

The Senior Non-Preferred Notes may be redeemed prior to maturity at the option of the Issuer (i) if a call option is specified as applicable, it being specified that a call option will not be permitted prior to one (1) year from the Issue Date, (ii) in the case of a MREL Disqualification Event if a MREL Disqualification Event call option is specified as applicable, (iii) in the case of (a) a Withholding Tax Event or (b) a Gross-Up Event. In such cases, the Issuer's option to redeem the Senior Non-Preferred Notes is subject to such redemption not being prohibited by the MREL Regulations and to the prior approval of the Relevant Regulator and/or the Relevant Resolution Authority, if required.

The Senior Non-Preferred Notes may also be redeemed prior to maturity at the option of the holders, if a put option is specified as applicable, it being specified that a put option will not be permitted prior to one (1) year from the Issue Date.

(iii) **Subordinated Notes**

The Subordinated Notes may be redeemed prior to maturity (subject to certain conditions including in particular the prior approval of the Relevant Regulator) at the option of the Issuer (i) if a call option is specified as applicable, it being specified that a call option will not be permitted prior to five (5) years from the Issue Date, (ii) in the case of a Capital Event if a Capital Event call option is specified as applicable, (iii) in the case of a Tax Event.

Where:

"**Capital Event**" means a change in the regulatory classification of the Subordinated Notes that was not reasonably foreseeable at the Issue Date, as a result of which the Subordinated Notes would be fully excluded from Tier 2 Capital.

"**Gross-up Event**" means that the Issuer would, on the next payment of principal or interest in respect of the Notes, be prevented by French law from making payment to the Noteholders or, if applicable, couponholders of the full amounts then due and payable.

"**MREL Disqualification Event**" means, at any time, that all or part of the outstanding nominal amount of the Notes does not fully qualify as MREL Eligible Instruments, except where such non-qualification is due to the remaining maturity of such Notes being less than any period prescribed by the MREL Regulations.

"**New Terms and Conditions**" means, at any time, any terms and conditions of an unsecured, senior non-preferred instrument within the meaning of Article L. 613-30-3 I 4° of the French *Code monétaire et financier* issued by the Issuer that are different in any material respect from the terms and conditions of the relevant Series of Senior Non Preferred Notes at such time.

"**Tax Deductibility Event**" means that, by reason of any change in French laws or any change in the official application or interpretation of such laws, in each case becoming effective on or after the Issue Date, the tax regime of any payments under such Subordinated Notes is modified and such modification results in the part of the interest payable by the Issuer under such Subordinated Notes that is tax-deductible being reduced.

"**Tax Event**" means either a Withholding Tax Event, a Gross-up Event or a Tax Deductibility Event.

"**Withholding Tax Event**" means that by reason of any change in French law, or any change in the official application or interpretation of such law, 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.]

Substitution and Variation with respect to Senior Non-Preferred Notes

In the event that a MREL Disqualification Event, a Withholding Tax Event, a Gross-up Event or a Variation Event occurs and is continuing, the Issuer may, at its option, substitute all (but not some only) of the relevant Series of Senior Non-Preferred Notes or vary the terms of all (but not some only) of the relevant Series of Senior Non-Preferred Notes, without any requirement for the consent or approval of the Noteholders, so that they become or remain Qualifying Senior Non Preferred Notes, subject notably to the prior approval of the Relevant Regulator and/or the Relevant Resolution Authority, if required.

Where:

"**Qualifying Senior Non-Preferred Notes**" means, at any time, any securities issued directly or indirectly by the Issuer that:

- (i) contain terms which at such time comply with the then current requirements for MREL Eligible Instruments as embodied in the MREL Regulations; and
- (ii) carry the same rate of interest from time to time applying to the relevant Series of Senior Non-Preferred Notes prior to the relevant substitution or variation; and
- (iii) have the same outstanding principal amount as the relevant Series of Senior Non-Preferred Notes prior to the relevant substitution or variation; and
- (iv) have the same currency of payment, the same denomination, the same date of maturity and the same dates for payment of interest as the relevant Series of Senior Non-Preferred Notes prior to the relevant substitution or variation; and
- (v) rank *pari passu* with the relevant Series of Senior Non-Preferred Notes prior to the relevant substitution or variation; and
- (vi) shall not at such time be subject to a MREL Disqualification Event and/or a Withholding Tax Event, as applicable; and

		<p>(vii) have terms not otherwise materially less favourable to the holders of the relevant Senior Non Preferred Notes than the terms of the relevant Series of Senior Non-Preferred Notes, as reasonably determined by the Issuer, and provided that the Issuer shall have delivered an officer's certificate to that effect to the Fiscal Agent at the Fiscal Agent's specified office during its normal business hours not less than five (5) Business Days prior to (x) in the case of a substitution of the relevant Series of Senior Non-Preferred Notes, the issue date of the relevant new series of securities or (y) in the case of a variation of the relevant Series of Senior Non-Preferred Notes, the date such variation becomes effective; and</p> <p>(viii) are listed or admitted to trading on any Regulated Market as selected by the Issuer, if the relevant Series of Senior Non-Preferred Notes were listed or admitted to trading on a Regulated Market prior to the relevant substitution or variation.</p> <p>"Variation Event" means that the MREL Regulations have been amended to permit an instrument of the Issuer with New Terms and Conditions to be treated as a MREL Eligible Instrument.</p> <p><u>Yield</u> The final terms issued in respect of each issue of Fixed Rate Notes will set out an Indication of the yield of such Notes.</p> <p>[The yield of the Notes is [●].]</p> <p><u>Representation of the Noteholders</u> The Noteholders will, in respect of all Tranches of the relevant Series, be grouped automatically for the defence of their common interests in a masse (the "Masse") and the provisions of the French <i>Code de commerce</i> relating to the Masse shall apply.</p> <p>The Masse will act in part through a representative (the "Representative") and in part through collective decisions of the Noteholders.</p> <p>If and for so long as the Notes of any Series are held by a sole Noteholder and unless a Representative has been appointed in relation to such Series, such sole Noteholder shall exercise all powers, rights and obligations entrusted to the Masse by the provisions of the French <i>Code de commerce</i>.</p>
C.10	Derivative component in the interest payment of the Notes	<p>Not applicable, the Notes issued under the Programme do not contain any derivative components.</p> <p>Please also refer to item C.9 above.</p>
C.11	Listing and admission to trading on a regulated market	<p>Application may be made to the Luxembourg Stock Exchange for Notes issued under the Programme to be admitted to trading on the regulated market of the Luxembourg Stock Exchange. The Notes may be admitted to trading on any other regulated market in the EEA in accordance with the Directive 2003/71/EC, as amended. A Series of Notes may be unlisted.</p> <p>[Application has been made for the Notes to be admitted to trading on [the regulated market of the Luxembourg Stock Exchange]/[●].] / Not applicable, the Notes are not admitted to trading on any stock exchange or market.]</p>

Section D – Risks

D.2	Key risks regarding the Issuer	<p>Crédit Mutuel Arkéa operates almost exclusively in banking, finance, and insurance. Crédit Mutuel Arkéa entities directly provide the support functions for the above businesses (design, production, distribution, and management). Like other banks the Issuer is exposed to several risks which include, inter alia:</p> <ul style="list-style-type: none"> - Credit risk;
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- Market risks;
- Structural interest rate and liquidity risks;
- Foreign exchange risk (or currency risk);
- Equity risk and other variable income securities and investment securities risk;
- Operational risk;
- Legal risk;
- Non-compliance risk including money-laundering risk; and
- Risks specific to the insurance business.

Credit risk involves the risk of non-repayment in the event of a default by a borrower or borrowers considered a single beneficiary in the regulatory sense of the term.

Market risk, or price risk, stems from unfavorable changes in market parameters that affect the value of financial instruments recognized on the balance sheet.

Interest rate risk, which is caused by a difference in rates or of benchmark indices between the sources and applications of funds, involves the risk of changes in interest rates affecting present and future results.

Liquidity risk arises from maturity differences between the sources and applications of funds. It may create additional expense in the event of widening liquidity spreads; in the most extreme case, it may result in the company being unable to honor its commitments.

Currency risk is defined as the risk that the fair value of or future cash flows from a financial instrument will fluctuate with changes in the value of foreign currencies.

Equity risk arises in the event of an equity market trends, which results in a drop in the portfolio valuation.

The concept of operational risk adopted by the Group covers all risks included in the definition of the Basel III regulations and the administrative order of 3 November 2014.

Legal risks are included in operational risk and relate, among other things, to exposure to fines, penalties, and damages for a tort attributable to the company in connection with its operations.

Non-Compliance risk is defined as the risk of a court-ordered, administrative or disciplinary penalty or significant financial loss or injury to reputation resulting from non-compliance with: i) directly applicable national or European legislative or regulatory provisions governing banking and financial activities; ii) professional and ethical standards; iii) instructions from the effective managers taken pursuant to the orientations set by the supervisory body.

The insurance activity is exposed to several risk factors: underwriting risks of life insurance (redemption risk and longevity risk); underwriting risks of protection and borrower's insurance (mortality risk associated with the death of the policyholder, which leads to death benefit payments; and the risk of disability associated with the policyholder's medical leave, which leads to disability benefit payments); underwriting risks of non-life insurance (frequency risk and rate-setting risk, exceptional claims risk); reinsurance risk (the insufficiency of the reinsurance program relative to the Group's risk strategy, and the default of a reinsurer).

- Risks related to the unilateral disaffiliation of Crédit Mutuel Arkéa's Group from Crédit Mutuel

(i) Implementation of the Crédit Mutuel Arkéa Group's unilateral disaffiliation from the Crédit Mutuel

Since late 2014, Crédit Mutuel Arkéa has been involved in a series of disputes with Confédération Nationale du Crédit Mutuel ("CNCM"), Crédit Mutuel's central body, relating primarily to potential conflicts of interest between the central body and one of its affiliates. These disputes mainly concern administrative, technical and financial supervision by CNCM and the use of the

		<p>“Crédit Mutuel” name.</p> <p>This situation led Crédit Mutuel Arkéa’s Board of Directors, at its meeting of January 17, 2018, to authorise Crédit Mutuel Arkéa Group’s senior management to take all actions enabling Crédit Mutuel Arkéa to become a cooperative and mutual banking group independent from the rest of Crédit Mutuel.</p> <p>The directors of the local savings banks and the directors of the Crédit Mutuel de Bretagne, Crédit Mutuel du Sud-Ouest and Crédit Mutuel Massif Central federations were requested to vote during the first half of 2018. At the conclusion of the consultation process initiated by the Crédit Mutuel Arkéa Group’s local savings banks, and after the federations’ Boards of Directors had met, the Crédit Mutuel Arkéa Group certified the results of the votes cast by the 307 local banks: 94.5% of the local savings banks voted in favor of Crédit Mutuel Arkéa’s independence, which will thus become a cooperative and territorial group with mutualist values, independent from the rest of Crédit Mutuel. This historic inaugural vote, which binds all stakeholders, definitively marks the departure will of the Crédit Mutuel Arkéa Group from the Crédit Mutuel.</p> <p>The Crédit Mutuel Arkéa Group will now begin operational implementation of its unilateral disaffiliation.</p> <p>At its meeting of June 29, 2018, Crédit Mutuel Arkéa’s Board of Directors approved the planned organizational structure of the future independent group and called on the local savings banks to convey their opinion, starting in the fall of 2018, on the implementation of this structure. It was also decided that Crédit Mutuel Arkéa will do business under a name other than “Crédit Mutuel”. Nevertheless, operational implementation of Crédit Mutuel Arkéa Group’s unilateral disaffiliation must be approved by the local savings banks.</p> <p>It is anticipated that, after the unilateral disaffiliation of the Crédit Mutuel Arkéa Group from the Crédit Mutuel, the local savings banks will become Local Cooperative Companies (“LCCs”) and will retain their status as cooperative companies with variable capital that, together with Arkéa (which will then become the “Arkéa Group”), will form a union of cooperatives, pursuant to Act 47-1775 of September 10, 1947 which created cooperative status (the “1947 Act”). The corporate purpose of the new LCCs will be refocused on their primary objective: to develop the cooperative shareholder base and facilitate access to banking and financial services. They will thus be responsible, in particular, for promoting cooperative and mutualist values and for advising cooperative shareholders and clients within their geographical purview.</p> <p>To do so, all regulated financial activities of the local savings banks will be contributed or sold to Arkéa Group, which at the same time will open local branches within the banks. Moreover, under this new organization, all banking operations and investment services will thereafter be carried out by the Arkéa Group local branch opened on the LCCs’ premises.</p> <p>To perform their intermediation activities, the LCCs could, if necessary, opt for the status of banking transaction and payment services intermediaries, insurance intermediaries and/or tied agents of Arkéa Group for the provision of investment services.</p> <p>Each LCC could also advise the local branch of Arkéa Group with which it is affiliated for the purpose of providing appropriate banking and financial services to its cooperative shareholders.</p> <p>In accordance with the 1947 Act, each cooperative shareholder could continue to take part in the LCCs’ corporate procedures under the “one person, one vote” principle and run for a position on his/her LCC’s board of directors. The LCCs will continue to be the sole holders of the class A common shares issued by Arkéa Group. In other words, Arkéa Group’s governance would be rooted in the involvement and participation of each LCC.</p> <p>In addition, an affiliation agreement between all LCCs and Arkéa Group will be entered into for a term of 99 years with the aim of implementing solidarity, mutual assistance and support mechanisms to further the achievement of the</p>
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LCCs' primary mission, i.e., to promote access to banking and financial services for all.

Regional federations will be set up to structure the operation and governance of the LCCs.

Crédit Mutuel Arkéa Group's proposed organizational structure: please refer to the sections B.4b entitled "*Known trends*" and B.5. entitled "*Description of the Group*".

(ii) **Risks due to the complexity of the situation and risks associated with the Crédit Mutuel Arkéa Group's disaffiliation from the Crédit Mutuel**

The situation in relation to the Crédit Mutuel Arkéa Group's proposed disaffiliation from the Crédit Mutuel is unprecedented and particularly complex to achieve. Investors' attention is drawn to the complexity of the situation related to the Crédit Mutuel Arkéa Group's disaffiliation from the Crédit Mutuel and generates uncertainties and associated risks. In addition, any commercial stakes linked to the loss of the "Crédit Mutuel" brand and the adoption by Crédit Mutuel Arkéa of a name and commercial brands that do not include the terms "Crédit Mutuel" must be taken into consideration.

Prior making any investment decision, prospective investors should conduct an in-depth analysis of the unilateral disaffiliation project, the Crédit Mutuel Arkéa Group's planned organizational structure as described above and the related uncertainties and associated risks, as described below. In particular, investors should carefully consider all the information included in this Base Prospectus and, especially when making their investment decision, the risk factors related to the change in the organization of the main shareholders of cooperative shares and the risks related to the unilateral disaffiliation of Crédit Mutuel Arkéa's Group from the Crédit Mutuel listed in this Base Prospectus.

The disaffiliation of the Crédit Mutuel Arkéa Group will not change its status as a cooperative and territorial group with mutualist values. However, its disaffiliation from the Crédit Mutuel will engender consequences that may be difficult for investors to assess but that should be understood and analysed before making any investment decision. Due to its unprecedented situation, Crédit Mutuel Arkéa cannot guarantee that the project will be completed, that it will not be subject to major changes compared to what was originally planned or that new difficulties will not emerge during its implementation.

(iii) **Risks in relation to local savings banks**

Uncertainties about the possibility for the local savings banks to continue issuing cooperative shares by making public offerings and possible loss of the local savings banks' banking licenses

As a result of the local savings banks' unilateral disaffiliation from the Crédit Mutuel, they will cease to be covered by the group banking license granted pursuant to Article R. 511-3 of the French *Code monétaire et financier*, which could impact their ability to issue cooperative shares to the public in the future. Until now, public offerings of cooperative shares have been an essential source of financing for Crédit Mutuel Arkéa. The inability of local savings banks to continue making public offerings could have a major impact on its financial position if an alternative plan is not put in place. A share issue program is under discussion with the French Prudential Supervision and Resolution Authority ("ACPR") and the European Central Bank ("ECB"). There is no certainty that the proposed program will be accepted by the authorities.

Crédit Mutuel Arkéa's analysis of the implementation of Crédit Mutuel Arkéa Group's unilateral disaffiliation from the Crédit Mutuel has confirmed that the class A, B and C cooperative shares that have been issued by the local savings

banks to date would not be affected.

The legal basis for early redemption of the class A, B and C cooperative shares is found in (i) the 1947 Act and (ii) Regulation (EU) No. 575/2013 of June 26, 2013 due to the capital nature of the cooperative shares. These laws do not provide for early redemption on the grounds of loss of the local savings banks' banking license or a change in their corporate purpose, provided they retain their cooperative status.

Moreover, the contractual terms of the class A, B and C cooperative shares do not provide for early redemption in the event the local savings banks that are converted into LCCs lose their banking license.

Risk associated with the future status of the local savings banks that voted against the proposed unilateral disaffiliation

The local savings banks that voted against the unilateral disaffiliation from the Crédit Mutuel, or that choose not to take part in the vote, may decide not to join this new organization. They may opt to remain a part of Crédit Mutuel, in an organizational structure yet to be defined by the Crédit Mutuel. However, the results of the vote on the Crédit Mutuel Arkéa Group's proposed independence are not necessarily an indication of the outcome of the local savings banks' future vote on the operational implementation of this unilateral disaffiliation from the Crédit Mutuel. Because each local savings bank's vote in the first half of 2018 was merely a straw poll, each local savings bank will be asked to vote on the Crédit Mutuel Arkéa Group's unilateral disaffiliation implementation.

Local savings banks that choose to vote against unilateral disaffiliation will have to join the Crédit Mutuel in order to be covered by a new group banking license. This new affiliation is not grounds for early redemption of the class A, B and C cooperative shares. However, these local savings banks will be repaid the value of the ordinary class A Crédit Mutuel Arkéa shares they hold.

More specifically, with respect to the local savings banks that are members of the Crédit Mutuel Massif Central federation, at the Crédit Mutuel Arkéa board of directors' meeting held on January 17, 2018, the Crédit Mutuel Arkéa Group requested the local savings banks of the Crédit Mutuel de Bretagne, Crédit Mutuel du Sud-Ouest and Crédit Mutuel Massif Central federations to initiate consultations on the Crédit Mutuel Arkéa Group's proposed independence. The board of directors of the Crédit Mutuel Massif Central federation opposed the principle of consulting the boards of directors of the local savings banks within its purview. Nevertheless, a consultation was initiated by six of the thirty local savings banks that are members of the Crédit Mutuel Massif Central federation.

Risks associated with the final vote of the cooperative shareholders

Operational implementation of Crédit Mutuel Arkéa Group's unilateral disaffiliation must be voted on and approved by the local savings banks' boards of directors. Local savings banks that vote in favor of disaffiliation from the Crédit Mutuel will be required to convene an extraordinary general shareholders' meeting to approve *inter alia* the relevant amendments to their articles of incorporation. The results of the straw poll on the Crédit Mutuel Arkéa Group's proposed independence plan are not necessarily an indication of the outcome of the local savings banks' future vote on the operational implementation of this unilateral disaffiliation from the Crédit Mutuel. There is no certainty as to the outcome of the local savings banks' future votes.

At this stage, there is no certainty as to how this situation may play out and/or when it will be resolved.

(iv) Risks in relation to Crédit Mutuel Arkéa

At the conclusion of the unilateral disaffiliation of the Crédit Mutuel Arkéa Group

from the Crédit Mutuel, whose central body is the CNCM, the Arkéa Group will continue to be structured around Arkéa Group (currently Crédit Mutuel Arkéa), which will be licensed as a cooperative bank and directly supervised by the ACPR and the ECB.

Risks associated with the approval of the supervisory authorities

In accordance with the French *Code monétaire et financier*, at the time of Crédit Mutuel Arkéa's unilateral disaffiliation from the Crédit Mutuel, the CNCM, as its central body, should notify the ACPR of Crédit Mutuel Arkéa's unilateral disaffiliation.

Implementation of the proposed unilateral disaffiliation is subject to the approval of the ACPR and the ECB concerning the banking authorization of Crédit Mutuel Arkéa and the local savings banks attached to it, and these authorities will be required to make a decision thereon when the central body notifies the ACPR of each Crédit Mutuel Arkéa Group entity's loss of affiliate status in accordance with Article L. 511-31 of the French *Code monétaire et financier*. At this stage, discussions are under way with each of these authorities. However, there is no assurance that their approval will be obtained, and the time frame and conditions for obtaining such approval are uncertain. Changing Crédit Mutuel Arkéa's corporate name will also require the prior approval of these authorities.

Risk associated with prudential calculations

The Crédit Mutuel Arkéa Group's disaffiliation from the Crédit Mutuel may result in a change in the weighted risk calculation internal model, which may generate higher capital requirements, or may require a transition to a standard model.

As of December 31, 2017, credit risk was assessed on the basis of net risk exposure totaling €88 billion, of which:

- risk exposure totaling €58.3 billion was measured using an internal rating approach; and
- risk exposure totaling €29.7 billion was already measured using a standard approach.

Therefore, the disaffiliation from the Crédit Mutuel may lead to a review of the weighted risk assessment method for the €58 billion in risk exposure that is currently measured using an internal rating approach.

Risks associated with compensation claims by the CNCM

On June 19, 2018, the CNCM issued a press release in which it raised the possibility of claiming compensation from the Crédit Mutuel Arkéa Group on "the basis of the € 3.5 billion in accumulated reserves of Crédit Mutuel Arkéa and its local savings banks, for the retrocession to Crédit Mutuel of the pooling profit created the community of customers and cooperative shareholders" and compensation for the "losses caused, in particular as a result of the need to reestablish its network in the Southwest and Brittany." Crédit Mutuel Arkéa considers this communication to be misleading because it lacks any legal basis, either as regards the calculation bases mentioned or as regards the very principle of compensation. To the date of this Base Prospectus, the Crédit Mutuel Arkéa Group has not received any formal and substantiated demand. However, if such a demand is made, Crédit Mutuel Arkéa will dispute it.

Risks associated with Crédit Mutuel Arkéa's governance

At its meeting held on April 20, 2018, the CNCM's board of directors proposed new draft articles of incorporation for the CNCM that would enable it to expel key executives of the regional federations. In reaction thereto, Crédit Mutuel Arkéa's general shareholders' meeting held on May 16, 2018 adopted a resolution authorising Crédit Mutuel Arkéa's board of directors, its Chairman and the executives effectively running Crédit Mutuel Arkéa to decide to unilaterally disaffiliate from the CNCM in the event of hostile action. This exit would be carried out by exercising the right of withdrawal available to any member of a 1901 Act association such as the CNCM. These new provisions of the articles of incorporation were approved by CNCM's general shareholders' meeting held on May 31, 2018 and were then approved by the Economy and Finance Minister in a

		<p>letter dated July 10, 2018.</p> <p>Litigation risks Implementation of the Crédit Mutuel Arkéa Group's unilateral disaffiliation from the Crédit Mutuel creates the risk that the CNCM may legally challenge the Crédit Mutuel Arkéa Group's unilateral disaffiliation.</p> <p>Moreover, operational implementation of the Crédit Mutuel Arkéa Group's disaffiliation may generate litigation or various claims against Crédit Mutuel Arkéa by the Group's customers or counterparties, in particular due to the unprecedented nature of such disaffiliation.</p> <p>Risk associated with the loss of inter-federation solidarity Crédit Mutuel Arkéa will lose the benefit of the inter-federation solidarity mechanism if the Crédit Mutuel Arkéa Group becomes independent from Crédit Mutuel as described above. However, Crédit Mutuel Arkéa has its own solidarity mechanism, which would function in the first instance. An affiliation agreement between LCCs and Arkéa Group will be entered into for a term of 99 years with the aim of implementing solidarity, mutual assistance and support mechanisms to further the achievement of the LCCs' primary mission, i.e., to promote access to banking and financial services for all.</p> <p>At this stage, there is no certainty as to how this situation may play out and/or when it will be resolved.</p>
D.3	Key risks regarding the Notes	<p>There are certain factors which are material for the purpose of assessing the risks related to the Notes issued under the Programme including the following:</p> <ul style="list-style-type: none"> - Investment risks <p>The Notes may not be a suitable investment for all investors. Before taking their decision, the potential investors must understand that their investment in the Notes involves risks and should in particular conduct their own analysis and evaluation of the risks relating to the Notes.</p> <ul style="list-style-type: none"> - Risks related to the structure of a particular issue of Notes including <ul style="list-style-type: none"> (i) Notes subject to optional redemption by the Issuer An optional redemption feature of Notes is likely to limit their market value. (ii) Fixed Rate Notes Investment in Notes which bear interest at a fixed rate involves the risk that subsequent changes in market interest rates may adversely affect the value of the relevant Tranche of Notes. (iii) Floating Rate Notes and CMS Linked Notes The market value of Floating Rate Note or CMS Linked Notes may be volatile if changes, particularly short-term changes, to market interest rates evidenced by the relevant reference rate can only be reflected in the interest rate of these Notes upon the next periodic adjustment of the relevant reference rate. (iv) The Benchmarks regulation and other reforms of "benchmarks" as well as the different administration or discontinuance in the future of certain benchmark rates, including LIBOR may adversely affect the value of Notes linked to or referencing such "benchmarks" The LIBOR, the EURIBOR and other types of indices which may be deemed to be "benchmarks" have been the subject of recent national and international guidance and proposals for reform. The benchmarks regulation was published in the European official journal on 29 June 2016 (the "Benchmarks Regulation"). Provisions of the Benchmarks Regulation came into force on 1 January 2018. The

Benchmarks Regulation could have a material impact on the Notes linked to a "benchmark" index (i) if, subject to any applicable transitional provisions, its administrator or the benchmark is not entered in or is removed from ESMA's register of Benchmarks Regulation approved benchmarks or (ii) if the methodology or other terms of the "benchmark" could be changed in order to comply with the terms of the Benchmarks Regulation.

The continuation of LIBOR on the current basis is not guaranteed after 2021. It is not possible to predict whether, and to what extent, panel banks will continue to provide LIBOR submissions to the administrator of LIBOR going forwards. This may cause LIBOR to perform differently than it did in the past and may have other consequences that cannot be predicted.

(v) *Return on Fixed Rate Resetable Notes, Floating Rate Notes and CMS Linked Notes*

Investors will not be able to calculate in advance their rate of return on Fixed Rate Resetable Notes, Floating Rate Notes and CMS Linked Notes.

(vi) *Notes with a multiplier or other leverage factors caps, floors or a combination of those features*

The market value of such Notes may be even more volatile than those for securities that do not include those features.

(vii) *Fixed/Floating Rate Notes, Fixed/CMS Rate Notes, Floating/Fixed Rate Notes, CMS/Fixed Rate, Fixed/Fixed Rate Notes and Floating/Floating Rate Notes*

Fixed/Floating Rate Notes, Fixed/CMS Rate Notes, Floating/Fixed Rate Notes, CMS/Fixed Rate Notes, Fixed/Fixed Rate Notes and Floating/Floating Rate Notes are subject to interest basis switch provisions and may bear interest at a rate that the Issuer may elect to convert from a fixed rate to a floating or other rate, or from a floating or other rate to a fixed rate. Fixed/Fixed Rate Notes and Floating/Floating Rate Notes may bear interest at a rate that the Issuer may elect to convert from a fixed rate to a different fixed rate or from a floating rate to a different floating rate. The Issuer's ability to convert the interest rate will affect the secondary market and the market value of such Notes.

(viii) *Range Accrual Notes*

Notes may also be issued by the Issuer as "Range Accrual Notes" where the interest in respect of such Notes will be conditional upon one applicable rate being equal to, greater than and/or less than certain predetermined levels on one or more periods and calculated by reference to the formula specified in the Conditions of the Notes. In the event that such conditionality is not satisfied in respect of one or more dates falling within any interest accrual period or other specified period, no interest may be payable in respect of such interest accrual period or interest will only be paid in respect only of those days in the interest accrual period on which such conditionality has been satisfied.

(ix) *Inverse Floating Rate Notes/Inverse CMS Rate Notes*

Inverse Floating Rate Notes and Inverse CMS Rate Notes have an interest rate equal to a fixed rate minus a rate based upon a reference rate (EURIBOR, LIBOR or EUR CMS). The market values of such Notes typically are more volatile than market values of other conventional floating rate debt securities based on the same reference rate.

(x) *Fixed Rate Resetable Notes*

A holder of Fixed Rate Resetable Notes with a fixed interest rate that will be periodically reset during the term of the relevant securities is exposed to the risk of fluctuating interest rate levels and uncertain interest income.

(xi) *Structured Notes*

An investment in Notes, such as certain CMS Linked Notes, Inverse Floating Rate Notes or Inverse CMS Rate Notes, the interest on which is determined by reference to one or more values of interest rates or formulae, either directly or inversely, may entail significant risks not associated with similar investments in a conventional debt security.

(xii) Notes issued at a substantial discount or premium

The market values of securities issued at a substantial discount or premium from their principal amount tend to fluctuate more in relation to general changes in interest rates than do prices for conventional interest-bearing securities.

- **Risks related to Notes generally including**

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

(ii) Modification of the Conditions applicable to the Notes

The Conditions permit in certain cases 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.

(iii) Change of law

The Conditions of the Notes are based on French law in effect as at the date of this Base Prospectus. No assurance can be given as to the impact of any possible judicial decision or change to French law or administrative practice after the date of this Base Prospectus.

(iv) The Issuer is not prohibited from issuing further debt, which may rank pari passu with the Senior Notes

(v) Limited, or absence of, events of default

Holders of Senior Preferred Notes may only give notice that such Senior Preferred Notes are immediately due and repayable in a limited number of events. In no event will holders of Senior Non-Preferred Notes and Subordinated Notes be able to accelerate the maturity of their Senior Non-Preferred Notes and Subordinated Notes, except in the event of the liquidation of the Issuer.

(vi) Taxation

Potential purchasers and sellers of the Notes should be aware that they may be required to pay taxes or other documentary charges or duties in accordance with the laws and practices of the country where the Notes are transferred or other jurisdictions.

(vii) Proposed financial transactions tax

On 14 February 2013, the European Commission has published a proposal for a directive for a common financial transaction tax in Belgium, Germany, Estonia, Greece, Spain, France, Italy, Austria, Portugal, Slovenia and Slovakia. In March 2016, Estonia officially indicated that it will no longer be a Participating Member State.

(viii) French insolvency law

The rights of the Noteholders may be restricted by the compulsory French insolvency law provisions.

(ix) CRD IV package and new capital requirements

The implementation of CRD IV package has and will continue to bring about a number of substantial changes to the current capital requirements, prudential

oversight and risk-management systems, including those of the Issuer. In addition, the implementation of CRD IV package could affect the risk weighting of the Notes in respect of certain investors to the extent that those investors are subject to the new guidelines resulting from the implementation and application of the CRD IV package.

(x) *The Notes may be subject to mandatory write-down or conversion to equity if the Issuer becomes subject to a resolution procedure*

The powers set out in BRRD and SRM Regulation impact how credit institutions and investment firms are managed as well as, in certain circumstances, the rights of creditors. In particular, once the BRRD is fully implemented and according to the application of the SRM Regulation, holders of Notes may be subject to write-down or conversion into equity which may result in such holders losing some or all of their investment. The exercise of any power under the BRRD or the SRM Regulation or any suggestion of such exercise could, therefore, adversely affect the rights of the Noteholders, the price or value of an investment in the Notes and/or the Issuer's ability to satisfy its obligations under the Notes.

- Risks related to the market generally including

(i) *Absence of an active secondary market for the Notes*

Notes may have no established trading market when issued, and one may never develop.

(ii) *Exchange rate and exchange control risks*

The Issuer will pay principal and interest on the Notes in the specified currency. This presents certain risks relating to currency conversions if an investor's financial activities are denominated principally in a currency other than the specified currency of the Notes.

(iii) *Credit rating*

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

(iv) *Legal investment considerations*

The investment activities of certain investors are subject to legal investment laws and regulations, or review or regulation by certain authorities. Financial institutions should consult their legal advisors or the appropriate regulators to determine the appropriate treatment of Notes under any applicable risk-based capital or similar rules.

(v) *Market value of the Notes*

The market value of the Notes will be affected by the creditworthiness of the Issuer and/or that of the Group and a number of additional factors, including, but not limited to, market interest, yield and rates, the time remaining to the maturity date, economic, financial and political events in France or elsewhere.

(vi) *Interests of the Dealers*

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

(vii) *Interests of the Calculation Agent*

A conflict of interest may arise between the Issuer and the Noteholders where the Issuer or its affiliate acts as Calculation Agent in respect of determining amounts payable under the Notes pursuant to the Conditions.

		<p>- Additional Risks relating to Senior Non-Preferred Notes</p> <p>(i) Senior Non-Preferred Notes are complex instruments that may not be suitable for certain investors.</p> <p>(ii) Senior non-preferred securities are new types of instruments for which there is not a long trading history</p> <p>(iii) The Senior Non-Preferred Notes are senior non-preferred obligations and are junior to certain obligations.</p> <p>(iv) The qualification of the Senior Non-Preferred Notes as MREL Eligible Instruments is subject to uncertainty</p> <p>(v) The Senior Non-Preferred Notes may be subject to substitution and variation without Noteholder consent</p> <p>(vi) The Issuer is not prohibited from issuing further debt, which may rank <i>pari passu</i> with or senior to the Senior Non-Preferred Notes</p> <p>(vii) The terms of the Senior Non-Preferred Notes contain a waiver of set-off rights</p> <p>(viii) No Events of Default for Senior Non-Preferred Notes</p> <p>(ix) The terms of the Senior Non-Preferred Notes contain very limited covenants</p> <p>(x) The Senior Non-Preferred Notes may be redeemed at the Issuer's option upon the occurrence of a Withholding Tax Event, a Gross-up Event or a MREL Disqualification Event</p> <p>- Additional Risks relating to Subordinated Notes</p> <p>(i) Subordinated Notes are complex instruments that may not be suitable for certain investors</p> <p>(ii) The Issuer's obligations under the Subordinated Notes are unsecured and subordinated and will rank junior in priority of payment to unsubordinated creditors (including depositors) of the Issuer, and creditors in respect of other subordinated obligations ranking or expressed to rank senior to the Subordinated Notes</p> <p>(iii) The Issuer is not prohibited from issuing further debt, which may rank <i>pari passu</i> with or senior to the Subordinated Notes</p> <p>(iv) The terms of the Subordinated Notes contain a waiver of set-off rights</p> <p>(v) No Events of Default for Subordinated Notes</p> <p>(vi) The terms of the Subordinated Notes contain very limited covenants</p> <p>(vii) The Subordinated Notes may be redeemed at the Issuer's option or upon the occurrence of a Tax Event or Capital Event</p>
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<i>Section E – Offer</i>		
E.2b	Use of proceeds	[The net proceeds of the issue of Notes will be used for the Issuer's general corporate purposes / Other (<i>specify</i>).]
E.3	Terms and conditions of the Offer	<p>[The Notes are offered to the public in [●].] / [No public offer is being made or contemplated.]</p> <p>The total amount of the [Issue]/[Offer] is [●]</p> <p>[Offer Period: The period from [●] until [●]</p> <p>Offer Price: [Issue Price]/[●]</p> <p>Conditions to which the Offer is subject: [●]</p> <p>Description of the application process: [●]</p> <p>Details of the minimum and/or maximum amount of application: [●]</p> <p>Manner in and date on which results of the Offer are to be made public: [●]</p>
E.4	Interest of natural and legal persons involved in the issue/offer	[Not applicable, so far as the Issuer is aware, no person involved in the issue of the Notes has an interest material to the offer.] [The Dealer will be paid aggregate commissions equal to [●] per cent. of the nominal amount of the Notes. So far as the Issuer is aware, no other person involved in the issue of the Notes has an interest material to the offer.] [●].
E.7	Expenses charged to the investor by the Issuer or an offeror	[The estimated expenses charged to the investor amount to [●]./ Not applicable, there are no expenses charged to the investor.]

RÉSUMÉ EN FRANÇAIS DU PROGRAMME

Avertissement au lecteur :

Les résumés sont composés des informations requises appelées « Éléments ». Ces éléments sont numérotés dans les sections A à E (A.1 –E.7).

Ce résumé contient tous les éléments devant être inclus dans un résumé pour ce type de valeurs mobilières et d'Émetteur. La numérotation des Éléments peut ne pas se suivre en raison du fait que certains Éléments n'ont pas à être inclus.

Bien qu'un Éléments doive être inclus dans le résumé du fait du type de valeur mobilière et d'Émetteur concerné, il se peut qu'aucune information pertinente ne puisse être donnée sur cet Éléments. Dans ce cas, une brève description de l'Éléments est incluse dans le résumé suivie de la mention « Sans objet ».

<i>Section A – Introduction et avertissements</i>		
A.1	Avertissement général relatif au résumé	<p>Le présent résumé doit être lu comme une introduction au prospectus de base en date du 5 septembre 2018 (le « Prospectus de Base ») relatif au programme d'émission de titres (<i>Euro Medium Term Notes</i>) de 13.000.000.000 (le « Programme ») de Crédit Mutuel Arkéa. Toute décision d'investir dans les titres émis dans le cadre du Programme (les « Titres ») concernés doit être fondée sur un examen exhaustif du Prospectus de Base par l'investisseur, y compris tous suppléments y afférents, l'ensemble des documents qui y sont incorporés par référence et, le cas échéant, les conditions définitives (les « Conditions Définitives ») relatives aux tranches de Titres concernés. Lorsqu'une action concernant l'information contenue dans le Prospectus de Base est intentée devant un tribunal, l'investisseur plaignant peut, selon la législation nationale des États membres de l'Espace Economique Européen (l'« EEE »), avoir à supporter les frais de traduction du Prospectus de Base avant le début de la procédure judiciaire. Une responsabilité civile n'est attribuée qu'aux personnes qui ont présenté le résumé, y compris sa traduction, mais uniquement si le contenu du résumé est trompeur, inexact ou contradictoire par rapport aux autres parties du Prospectus de Base ou s'il ne fournit pas, lu en combinaison avec les autres parties du Prospectus de Base, les informations clés permettant d'aider les investisseurs lorsqu'ils envisagent d'investir dans les Titres.</p>
A.2	Information relative au consentement de l'Émetteur concernant l'utilisation du Prospectus de Base	<p>[Sans objet. L'Émetteur ne donne pas son consentement à l'utilisation du Prospectus de Base]/[L'Émetteur consent à l'utilisation du Prospectus de Base pour ce qui concerne toute offre de Titres qui n'est pas effectuée en vertu d'une dispense de prospectus conformément à la Directive 2003/71/CE, telle que modifiée (une « Offre Non-exemptée »), sous réserve des conditions suivantes:</p> <p>(i) le consentement n'est donné que pour la période de [[●] à [●]/la Date d'Émission]/[la date qui tombe le [●] Jour Ouvré suivant]] (la « Période d'Offre »);</p> <p>(ii) les seuls offrants autorisés à utiliser le Prospectus de Base dans le cadre d'une Offre Non-exemptée de Titres sont les [Agents Placeurs] et[(i) [●] [et[●]] (préciser le nom et l'adresse de tout intermédiaire financier autorisé) et/ou si l'Émetteur donne son consentement à d'autres intermédiaires financiers après le [●] (étant la date des <i>Condition Définitives</i>) et aura précisé les informations les concernant sur son site Internet (http://www.arkea.com/banque/assurance/credit/mutuel/ecb_5008/fr/analyste-ou-investisseur), tout intermédiaire financier dont les informations sont indiquées]/[et] tout intermédiaire financier qui est autorisé à faire une telle offre dans le cadre de la loi applicable transposant de la Directive sur les Marchés d'Instruments Financiers (Directive 2014/65/UE), telle qu'amendée, qui reconnaît sur son site Internet qu'il utilise le Prospectus de Base pour offrir les Titres durant la Période d'Offre (le[s] « Offrant[s] Autorisé[s] »); [et]</p>

		<p>(iii) le consentement ne s'étend qu'à l'utilisation du Prospectus de Base dans le cadre d'une Offre Non-exemptée en France et/ou au Grand-Duché de Luxembourg ([l'/les] « État[s] de l'Offre Non-exemptée ») (préciser le[s] Etat[s] Membre[s] pour le[s]quel[s] le consentement est donné);</p> <p>(iv) le consentement est donné pour des Périodes d'Offre (le cas échéant) commençant dans les 12 mois suivant la date d'approbation du Base Prospectus par la CSSF; [et]</p> <p>[(v) le consentement est donné sous réserve de[s]/[la] condition[s] suivante[s]: [●].]</p> <p>Tout Offrant Autorisé visé au paragraphe (ii) ci-dessus qui satisfait toutes les autres conditions précisées ci-dessus et qui souhaite utiliser le présent Prospectus de Base dans le cadre d'une Offre Non-exemptée est tenu, pendant la Période d'Offre, d'indiquer sur son site Internet qu'il utilise le Prospectus de Base pour une telle Offre Non-exemptée conformément au consentement de l'Émetteur.</p> <p>Un Investisseur qui souhaite acquérir ou qui acquiert tous Titres auprès d'un Offrant Autorisé pourra le faire, et les offres et ventes des Titres à un Investisseur par un Offrant Autorisé seront effectuées, conformément aux modalités et autres accords conclus entre cet Offrant Autorisé et cet Investisseur y compris, s'agissant du prix, des accords d'allocation et de règlement (les « Modalités de l'Offre Non-exemptée »). L'Émetteur ne sera partie à aucun de ces accords avec les Investisseurs (autres que les Agents Placeurs) en ce qui concerne l'offre ou la vente des Titres et, en conséquence, le Prospectus de Base et les Conditions Définitives ne contiendront pas ces informations. Les Modalités de l'Offre Non-exemptée seront indiquées aux Investisseurs sur son site Internet par ledit Offrant Autorisé pendant la période concernée. Ni l'Émetteur ni aucun des Agents Placeurs ou d'autres Offrants Autorisés ne saurait être tenu responsable de cette information.]</p>
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<i>[Section B – Émetteur]</i>		
B.1	Raison sociale et nom commercial de l'Émetteur	Crédit Mutuel Arkéa (l'« Émetteur »)
B.2	Siège social/ Forme juridique/ Législation/ Pays d'immatriculation	<p>L'Émetteur est une société anonyme coopérative de crédit à capital variable de droit français, immatriculée en France. Elle est régie par :</p> <ul style="list-style-type: none"> - la loi du 10 septembre 1947 portant statut de la coopération ; - les Articles L. 231-1 à L. 231-8 du Code de commerce sur le capital variable ; - les dispositions du Code de commerce sur les sociétés commerciales ; - les dispositions du Code monétaire et financier relatives à l'activité et au contrôle des établissements de crédit ; - les Articles L. 512-55 à L. 512-59 du Code monétaire et financier et l'ensemble des textes relatifs au Crédit Mutuel ; - les dispositions de ses statuts et de son règlement intérieur. <p>Le siège social de l'Émetteur est situé 1, rue Louis Lichou, 29480 Le Relecq Kerhuon, France.</p>
B.4b	Tendances connues	<p>Perspectives de la société depuis la publication de ses derniers états financiers vérifiés</p> <p>Après un pic de 10 ans à 2,3% en 2017, la croissance française devrait ralentir à 1,7% en 2018 selon l'Insee. La progression du PIB au deuxième trimestre a été revue en baisse à 0,3% (contre 0,4% auparavant) et elle est attendue à 0,4% au</p>

		<p>troisième et au quatrième trimestre. Le freinage de l'activité économique a été relativement brutal début 2018, mais il n'est pas spécifique à la France selon l'Insee. Un ralentissement du climat des affaires est intervenu dans la plupart des pays européens, dans un environnement marqué par la forte remontée des prix du pétrole à près de 80 dollars le baril, les tensions géopolitiques au Moyen-Orient, la forte appréciation de l'euro en 2017 (malgré une inversion de tendance depuis avril) qui a pesé sur la compétitivité des exportateurs et l'intensification des tensions protectionnistes.</p> <p>A l'issue des réunions de juin, la divergence des politiques monétaires s'est accentuée entre la Fed d'une part et les autres banques centrales d'autre part. La Fed a relevé d'un quart de point, pour la septième fois depuis décembre 2015, son taux directeur, à [1,75% à 2,00%]. Les responsables de la banque centrale américaine prévoient deux autres relèvements en 2018 (un de plus qu'en mars), suivis de trois en 2019 et un en 2020. Ces décisions plus restrictives contrastent avec les annonces de la BCE, qui mettra fin à son programme de rachats nets d'actifs fin 2018, mais en repoussant à la fin de l'été 2019 « au moins » la possibilité d'une première remontée des taux directeurs depuis 2011. Au Japon, la banque centrale (BoJ) n'a pas modifié sa politique monétaire ultra-accommodante (objectif de taux à court terme à - 0,1%, rendements à 10 ans proches de 0%, achats d'actifs).</p> <p>Les incertitudes entourant les perspectives économiques mondiales sont nombreuses au début du second semestre. Tout d'abord, les risques monétaires et financiers persistent dans un environnement économique de haut de cycle. Les banques centrales resserrent progressivement leurs politiques monétaires alors que l'endettement reste massif. Enfin, l'escalade des tensions commerciales entre les Etats-Unis et la Chine et la montée du protectionnisme concrétisée par les nouveaux droits de douane créent une menace pour la croissance mondiale, encore difficile à mesurer.</p> <p>Le Crédit Mutuel Arkéa est impliqué dans des litiges depuis la fin 2014 avec la CNCM, l'organe central du Crédit Mutuel, portant, notamment, sur des conflits d'intérêts potentiels entre l'organe central et l'un de ses affiliés. Ces litiges concernent pour l'essentiel l'exercice de la supervision administrative, technique et financière par la CNCM ainsi que l'usage du nom "Crédit Mutuel".</p> <p>Cette situation a conduit le Conseil d'administration de Crédit Mutuel Arkéa, qui s'est tenu le 17 janvier 2018, a donné mandat aux dirigeants du Groupe Crédit Mutuel Arkéa d'engager toute action permettant au Crédit Mutuel Arkéa de devenir un groupe bancaire coopératif et territorial, aux valeurs mutualistes, indépendant du reste du Crédit Mutuel.</p> <p>Les administrateurs des caisses locales et des fédérations du Crédit Mutuel de Bretagne, du Sud-Ouest et du Massif Central ont été invités à voter lors du premier semestre 2018. A l'issue du processus de consultation engagé par les caisses locales du groupe Crédit Mutuel Arkéa et de la tenue des conseils d'administration des fédérations, le Groupe Crédit Mutuel Arkéa a officialisé les résultats des votes des 307 caisses locales qui se sont exprimées : 94.5 % des caisses locales se sont prononcées en faveur de l'indépendance pour Crédit Mutuel Arkéa qui deviendra ainsi un groupe coopératif et territorial, aux valeurs mutualistes, indépendant du reste du Crédit Mutuel. Ce vote historique et fondateur, qui engage l'ensemble des parties prenantes, acte de façon définitive la volonté de départ du Groupe Crédit Mutuel Arkéa de l'ensemble Crédit Mutuel.</p> <p>Le Groupe Crédit Mutuel Arkéa va désormais engager la mise en œuvre opérationnelle de sa désaffiliation unilatérale.</p> <p>Pour plus d'informations, se référer au paragraphe B.5 « <i>Description du Groupe</i> » ci-après.</p>
B.5	Description du Groupe	<p>Entrepreneur de la banque et de l'assurance, le groupe Crédit Mutuel Arkéa réunit les fédérations de Crédit Mutuel de Bretagne, du Sud-Ouest et du Massif Central ainsi qu'une trentaine de filiales spécialisées qui couvrent tous les métiers de la sphère bancaire et financière.</p>

		<p>Crédit Mutuel Arkéa est affilié à la Confédération Nationale du Crédit Mutuel (CNCM), organe central du Crédit Mutuel.</p> <p>Avec un réseau de 464 points de vente et la force de ses 9 000 salariés, Crédit Mutuel Arkéa place l'ouverture et le développement au cœur de son projet d'entreprise. Original et audacieux, résolument coopératif et mutualiste, notre Groupe maîtrise l'ensemble de la chaîne de valeur d'un bancassureur, depuis la fabrication jusqu'à la distribution, et affirme sa stratégie grâce à un savoir-faire technologique fort et reconnu.</p> <p>Crédit Mutuel Arkéa dispose de 50,7 milliards d'euros d'encours de crédit et 107,8 milliards d'euros d'encours d'épargne au 31 décembre 2017.</p> <p>Le Conseil d'administration du Crédit Mutuel Arkéa, qui s'est tenu le 17 janvier 2018, a donné mandat aux dirigeants du Groupe Crédit Mutuel Arkéa d'engager toute action permettant au Crédit Mutuel Arkéa de devenir un groupe coopératif et territorial, aux valeurs mutualistes, indépendant du reste du Crédit Mutuel. Les administrateurs des Caisses Locales et des fédérations de Bretagne, du Sud-Ouest et du Massif Central ont été invités à voter lors du premier semestre 2018. A l'issue du processus de consultation engagé par les Caisses Locales du groupe Crédit Mutuel Arkéa et de la tenue des conseils d'administration des fédérations, le Groupe Crédit Mutuel Arkéa a officialisé les résultats des votes des 307 caisses locales qui se sont exprimées. 94.5 % de ces caisses locales se sont prononcées en faveur de l'indépendance pour Crédit Mutuel Arkéa qui deviendra ainsi un groupe coopératif et territorial, aux valeurs mutualistes, indépendant du reste du Crédit Mutuel.</p> <p>Le Groupe Crédit Mutuel Arkéa va désormais engager la mise en œuvre opérationnelle de sa désaffiliation unilatérale. Le Conseil d'administration de Crédit Mutuel Arkéa, en date du 29 juin 2018, a approuvé le schéma d'organisation cible du futur groupe indépendant et a appelé les caisses locales à se prononcer à compter de l'automne 2018 sur la mise en œuvre de ce schéma. Il a par ailleurs été décidé que Crédit Mutuel Arkéa exercera ses activités sous une autre dénomination sociale que « Crédit Mutuel ».</p> <p>Concernant plus précisément les caisses locales adhérentes de la fédération du Crédit Mutuel Massif Central, il est rappelé que lors du Conseil d'administration de Crédit Mutuel Arkéa en date du 17 janvier 2018, le Groupe Crédit Mutuel Arkéa a invité les Caisses Locales des trois fédérations (Crédit Mutuel de Bretagne, du Sud-Ouest et du Massif Central) à engager une consultation relative au projet d'indépendance du Groupe Crédit Mutuel Arkéa. Le Conseil d'administration de la fédération du Crédit Mutuel Massif Central s'est opposé au principe d'une consultation des Conseils d'administration des Caisses Locales de son périmètre. Toutefois, la consultation a été engagée par 6 des 30 Caisses Locales adhérentes de la fédération du Crédit Mutuel Massif Central.</p> <p>S'agissant du processus de convergence des caisses locales adhérentes de la fédération du Crédit Mutuel Massif Central vers la Caisse Fédérale de Crédit Mutuel (CFCM), le Conseil d'administration de la CNCM en date du 19 juin 2018 a donné son agrément préalable au projet de convergence du Crédit Mutuel Massif Central vers la CFCM. Les organes de gouvernance de la fédération et de la caisse régionale du Crédit Mutuel Massif Central en date du 29 juin 2018 ont approuvé le processus de convergence. A la date du présent Prospectus de Base, l'activité bancaire de chacune des trente Caisses locales du Crédit Mutuel Massif Central est exercée via l'agrément collectif de Crédit Mutuel Arkéa en qualité d'établissement de crédit.</p>
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		<p align="center"><u>Schéma cible d'organisation du Groupe Crédit Mutuel Arkéa</u></p> <p align="center">Sociétaires</p> <p>Parts Sociales</p> <p>SCL Agence locale</p> <p>de</p> <p>Actions ordinaires catégorie A</p> <p align="center">ARKEA Société anonyme coopérative</p> <p align="center">Détient</p> <p align="center">Filiales</p>																																								
B.9	Prévisions et estimations du bénéfice	Sans objet. Il n'y a pas de prévisions et estimations du bénéfice.																																								
B.10	Réserves formulées dans le rapport d'audit	Sans objet. Les rapports des commissaires aux comptes consolidés des exercices clos le 31 décembre 2016 et le 31 décembre 2017 ne comportent pas de réserves.																																								
B.12	Informations financières historiques clés sélectionnées	<p>Information Financière Consolidée (en millions d'euros)</p> <table border="1"> <thead> <tr> <th></th> <th>31 décembre 2016</th> <th>31 décembre 2017</th> <th>30 juin 2017 (non audité)</th> <th>30 juin 2018 (non audité)</th> </tr> </thead> <tbody> <tr> <td>Capital et réserves liées</td> <td>2.303,1</td> <td>2.207,9</td> <td>2.211,9</td> <td>2.244,9</td> </tr> <tr> <td>Réserves consolidées</td> <td>3.239,3</td> <td>3.531,4</td> <td>3.537,3</td> <td>3.904,8</td> </tr> <tr> <td>Résultat de l'exercice</td> <td>336,2</td> <td>428,1</td> <td>193,2</td> <td>246,5</td> </tr> <tr> <td>Capitaux propres consolidés</td> <td>6.073,2</td> <td>6.449,1</td> <td>6.368,0</td> <td>6.649,8</td> </tr> <tr> <td>Dettes à court, moyen et long-terme*¹</td> <td>13.760,1</td> <td>12.680,7</td> <td>11.791</td> <td>13.685,2</td> </tr> <tr> <td>*y compris les dettes subordonnées</td> <td>890,3</td> <td>1.892,8</td> <td>1.390,3</td> <td>2.402,2</td> </tr> <tr> <td>Emprunts obligataires (valeur brute)</td> <td>9.353,7</td> <td>7.952,6</td> <td>7.496</td> <td>8.086,4</td> </tr> </tbody> </table> <p>Il n'y a eu aucun changement significatif dans la situation financière ou commerciale de l'Émetteur ou du Groupe depuis le 30 juin 2018.</p> <p>Sous réserve de l'information indiquée dans l'Élément B.4b, aucune détérioration</p>		31 décembre 2016	31 décembre 2017	30 juin 2017 (non audité)	30 juin 2018 (non audité)	Capital et réserves liées	2.303,1	2.207,9	2.211,9	2.244,9	Réserves consolidées	3.239,3	3.531,4	3.537,3	3.904,8	Résultat de l'exercice	336,2	428,1	193,2	246,5	Capitaux propres consolidés	6.073,2	6.449,1	6.368,0	6.649,8	Dettes à court, moyen et long-terme* ¹	13.760,1	12.680,7	11.791	13.685,2	*y compris les dettes subordonnées	890,3	1.892,8	1.390,3	2.402,2	Emprunts obligataires (valeur brute)	9.353,7	7.952,6	7.496	8.086,4
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		<p>significative n'a eu de répercussion sur les perspectives de l'Émetteur et du Groupe depuis le 31 décembre 2017.</p> <p>¹ Le poste "Dettes à court, moyen et long-terme" est la résultante de l'addition des postes "Dettes représentées par un titre" et "Dettes subordonnées" des états financiers de l'Émetteur.</p> <p>Le ratio CET 1 est de 18,5% au 31 décembre 2017. Les fonds propres de base de catégorie 1 ou « Common Equity Tier 1 » (CET 1) sont de 5,29 milliards d'euros et représentent 86 % des fonds propres prudentiels totaux. Ils progressent de 444 millions d'euros en 2017, ce qui correspond principalement à l'intégration du résultat non distribué de l'exercice.</p>
B.13	Événements récents affectant la solvabilité de l'Émetteur	Sans objet. Il n'y a eu aucun événement récent affectant la solvabilité de l'Émetteur.
B.14	Dépendance vis-à-vis d'autres entités du Groupe	Sans objet. L'Émetteur n'est pas dépendant d'autres entités du Groupe.
B.15	Principales activités	<p>Fabricant et distributeur, le Crédit Mutuel Arkéa est en mesure de proposer à ses clients, qu'ils soient particuliers, entreprises, associations ou collectivités, une gamme complète de produits et services bancaires, financiers, patrimoniaux, d'assurance, etc. Par ailleurs, le Groupe présente la particularité de développer des services bancaires en marque blanche à destination d'autres établissements financiers et de paiement.</p> <p>Coopératif et mutualiste, le Crédit Mutuel Arkéa n'est pas coté en bourse. Il appartient à ses sociétaires qui sont à la fois actionnaires et clients. Le Groupe, qui conjugue solidité financière et stratégie de croissance durable, met ainsi sa performance au service du financement de l'économie réelle, de l'autonomie et de l'accomplissement des projets de ses 4,2 millions de clients.</p>
B.16	Principaux actionnaires	<p>Le capital de Crédit Mutuel Arkéa est détenu par les caisses locales des fédérations du Crédit Mutuel de Bretagne, du Crédit Mutuel du Sud-Ouest et du Crédit Mutuel Massif Central. Aucune des caisses locales des fédérations ne détient plus de 5% du capital de Crédit Mutuel Arkéa. Il n'existe pas d'accord susceptible d'entraîner un changement du contrôle de la société.</p> <p>Les organes de gouvernance de la fédération et de la caisse régionale du Crédit Mutuel Massif Central ont approuvé le 29 juin 2018 le processus de convergence vers la CFCM.</p>
B.17	Notation de crédit	<p>Les Titres Senior Préférés émis dans le cadre du Programme devraient être notés A/A-1 par Standard & Poor's Credit Market Services France SAS (« S&P ») et Aa3/P-1 par Moody's France S.A.S. ("Moody's"). Les Titres Senior Non Préférés émis dans le cadre du Programme devraient être notés BBB+ par S&P et Baa1 par Moody's. Les Titres Subordonnés émis dans le cadre du Programme devraient être notés BBB par S&P et Baa1 par Moody's.</p> <p>A la date du présent Prospectus de Base, S&P et Moody's sont établis dans l'Union Européenne, sont enregistrés conformément au Règlement (CE) n°1060/2009, tel que modifié par le Règlement (UE) n°513/2011 (le « Règlement CRA »), et sont inscrits sur la liste des agences de notation enregistrées publiée par l'Autorité Européenne des Marchés Financiers (<i>European Securities and Markets Authority</i>) sur son site internet (https://www.esma.europa.eu/supervision/credit-rating-agencies/risk).</p> <p>La notation n'est pas une recommandation d'acheter, vendre ou détenir des titres et peut être sujette à suspension, changement ou retrait à tout moment par l'agence de notation qui l'a attribuée.</p>

<i>Section C – Valeurs mobilières</i>		
C.1	Nature et catégorie des Titres/ISIN	<p>Les Titres sont des Titres à [Taux Fixe]/[Les Titres à Taux Fixe Révisable]/[Taux Variable]/[Coupon Zéro]/[Indexés sur CMS]/[Taux Fixe/Variable]/[Taux Fixe/CMS]/[Taux Variable/Fixe]/[Taux CMS/Fixe]/[Taux Fixe/Fixe]/[Taux Variable/Variable]/[« Range Accrual »]/[Taux variable Inverse]/[Taux CMS Inverse].</p> <p>Le code ISIN des Titres est: [●].</p> <p>Le code commun des Titres est: [●].</p>
C.2	Devise	<p>Sous réserve du respect des lois, règlements et directives applicables, les Titres pourront être émis en euros, Dollars US, yens japonais, francs suisses, livre sterling et dans toute autre devise convenue entre l'Émetteur et les Agents Placeurs concernés.</p> <p>Les Titres sont émis en [●].</p>
C.5	Négociabilité	<p>Sans objet. Il n'y a pas de restriction à la libre négociabilité des Titres (sous réserve de l'application de restrictions de vente dans certaines juridictions).</p>
C.8	Droits attachés aux Titres, ainsi que leur rang et les limitations à ces droits	<p>Merci de vous reporter également à l'information fournie à l'Élément C.9 ci-dessous concernant le droit au paiement des intérêts et le remboursement au pair à la date d'échéance.</p> <p><u>Valeur nominale</u> Les Titres seront émis à la valeur nominale ou aux valeurs nominales [●].</p> <p>Les Titres Dématérialisés n'auront qu'une seule valeur nominale d'émission.</p> <p><u>Rang de créance des Titres</u> Les Titres peuvent être des Titres Senior ou des Titres Subordonnés et les Titres Senior peuvent être des Titres Senior Préférés ou des Titres Senior Non Préférés.</p> <p>L'Émetteur entend que les Titres Subordonnés soient traités, à des fins prudentielles, comme Fonds Propres de Catégorie 2.</p> <p>L'Émetteur entend que les Titres Senior Non Préférés soient traités, à des fins réglementaires, comme Instruments Éligibles au MREL.</p> <p>Où :</p> <p>« Autorité Compétente » désigne la Banque Centrale Européenne et tout successeur ou remplaçant de celle-ci, ou toute autorité ayant la responsabilité principale de la surveillance prudentielle et de la supervision de l'Émetteur.</p> <p>« Exigences MREL » désigne les exigences minimales pour les fonds propres et les engagements éligibles applicables à l'Émetteur et / ou au Groupe MREL mentionnées dans les Réglementations MREL.</p> <p>« Exigences Règlementaires Applicables » désignent toutes les lois, règlements, directives, normes techniques, orientations et politiques relatives aux exigences en matière de fonds propres, en vigueur en France, y compris, sans aucune limitation, tous règlements, directives, normes techniques, orientations et politiques relatives aux exigences en matière de fonds propres actuellement en vigueur et appliqués par l'Autorité Compétente.</p> <p>« Fonds Propres de Catégorie 2 » désigne les éléments de fonds propres considérés au titre des Exigences Règlementaires Applicables par l'Autorité Compétente comme faisant partie des éléments de fonds propres de catégorie 2 de l'Émetteur.</p> <p>« Groupe MREL » désigne toutes les caisses locales des fédérations du Crédit</p>

	<p>Mutuel de Bretagne, du Crédit Mutuel du Sud-Ouest et du Crédit Mutuel Massif Central et de toute fédération alors affiliée à l'Émetteur, l'Émetteur et l'une de ses filiales (hors Suravenir et Suravenir Assurances) pris dans leur ensemble.</p> <p>« Instruments Éligibles au MREL » désignent tout instrument éligible pour être comptabilisé dans le MREL de l'Émetteur et qui constitue un instrument éligible au TLAC de l'Émetteur (au sens de la Term Sheet TLAC du CSF), dans chaque cas, conformément aux Réglementations MREL.</p> <p>« MREL » désigne les exigences minimales pour les fonds propres et les engagements éligibles (<i>minimum requirements of own funds and eligible liabilities</i>) applicables aux institutions bancaires, en vertu de l'article 45 de la DRRB (tel que transposée à l'Article L. 613-44 du Code monétaire et financier) et du Règlement Délégué de la Commission (UE) 2016/1450 du 23 mai 2016, et toutes exigences postérieures s'y substituant.</p> <p>« Réglementations MREL » désignent toutes les lois, règlements, directives, normes techniques, orientations et politiques donnant effet (i) aux MREL et (ii) aux principes établis par la Term Sheet TLAC du CSF ou tous principes postérieurs s'y substituant. Dans le cas où il existerait d'autres lois, règlements, directives, normes techniques, orientations et politiques séparés donnant effet aux principes décrits aux (i) et (ii), « Réglementations MREL » désigneraient alors ces lois, règlements, directives, normes techniques, orientations et politiques.</p> <p>« Term Sheet TLAC du CSF » désigne le document relatif aux exigences de capacité d'absorption totale des pertes (<i>total loss-absorbing capacity</i> - TLAC) en date du 9 novembre 2015 publié par le Conseil de Stabilité Financière, intitulé « <i>Principles on Loss-absorbing and Recapitalisation Capacity of G-SIBs in Resolution</i> », tel que périodiquement modifié.</p> <p>« Titres Senior Non Préférés » désignent toutes les obligations ou autres instruments émis par l'Émetteur qui entrent, ou dont il est stipulé qu'ils entrent, dans la catégorie des obligations de l'Article L. 613-30-3-I-4° du Code monétaire et financier.</p> <p>« Titres Senior Préférés » désignent toutes les obligations ou autres instruments émis par l'Émetteur qui entrent, ou dont il est stipulé qu'ils entrent, dans la catégorie des obligations de l'Article L. 613-30-3-I-3° du Code monétaire et financier. Afin d'éviter toute ambiguïté, les titres de créance non-subordonnés émis par l'Émetteur antérieurement à l'entrée en vigueur de l'Article L. 613-30-3-I-4° du Code monétaire et financier constituent des Titres Senior Préférés.</p> <p>« Titres Subordonnés » désignent toutes les obligations subordonnées ou autres instruments émis par l'Émetteur qui constituent des engagements directs, inconditionnels, non assortis de sûretés et subordonnés de l'Émetteur.</p> <p>Les Titres sont des Titres [Senior Préférés] / [Senior Non Préférés] / [Subordonnés]</p> <p><u>[Titres Senior Préférés</u></p> <p>Les Titres Senior Préférés (étant les Titres pour lesquels les Conditions Définitives applicables précisent qu'ils constituent des Titres Senior Préférés), et les Coupons qui y sont attachés (le cas échéant), constituent des engagements directs, inconditionnels, non assortis de sûretés et senior (chirographaires) de l'Émetteur et viendront :</p> <p>(i) au même rang sans préférence entre eux et que tous les autres Titres Senior Préférés ;</p> <p>(ii) à un rang supérieur aux Titres Senior Non Préférés de l'Émetteur et à tout autre engagement de rang inférieur aux Titres Senior Non Préférés ; et</p> <p>(iii) à un rang subordonné à toutes les créances présentes ou futures, bénéficiant d'un privilège par détermination de la loi.</p> <p><u>[Titres Senior Non Préférés</u></p> <p>Les Titres Senior Non Préférés (étant les Titres pour lesquels les Conditions Définitives applicables précisent qu'ils constituent des Titres Senior Non Préférés), et les Coupons qui y sont attachés (le cas échéant), constituent des engagements directs, inconditionnels, non assortis de sûretés et senior (chirographaires) de l'Émetteur et</p>
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	<p>viennent et viendront :</p> <ul style="list-style-type: none"> (i) au même rang sans préférence entre eux et que tous les autres Titres Senior Non Préférés; (ii) à un rang supérieur aux Titres Subordonnés de l'Émetteur ; et (iii) à un rang subordonné aux Titres Senior Préférés de l'Émetteur et à toutes les créances, présentes ou futures, bénéficiant d'un privilège par détermination de la loi. <p>Sous réserve de toute loi applicable, si un jugement ordonnant la liquidation judiciaire de l'Émetteur est rendu, les porteurs de Titres Senior Non Préférés et des Coupons qui y sont attachés (le cas échéant) seront payés :</p> <ul style="list-style-type: none"> (i) uniquement après, et sous réserve du complet paiement des porteurs de Titres Senior Préférés et de toutes autres créances, présentes ou futures, bénéficiant d'un privilège par détermination de la loi ou ayant un rang prioritaire par rapport aux Titres Senior Non Préférés ; et (ii) sous réserve de ce complet paiement, en priorité par rapport aux Titres Subordonnés de l'Émetteur et à toutes autres créances, présentes et futures, ayant un rang inférieur aux Titres Senior Non Préférés. <p><u>[Titres Subordonnés</u></p> <p>Les Titres Subordonnés (étant les Titres pour lesquels les Conditions Définitives applicables précisent qu'ils constituent des Titres Subordonnés) sont émis dans le cadre des dispositions de l'Article L. 228-97 du Code de commerce.</p> <p>Les Titres Subordonnés et les Coupons qui y sont attachés (le cas échéant) constituent des engagements directs, inconditionnels, non assortis de sûretés et subordonnés de l'Émetteur et viennent et viendront :</p> <ul style="list-style-type: none"> (i) au même rang sans préférence entre eux ; (ii) au même rang que (a) tout engagement ou instrument de fonds propres de l'Émetteur, existant ou futur, faisant partie des Instruments de Fonds Propres de Catégorie 2 de l'Émetteur et (b) tout autre engagement, existant ou futur, direct, inconditionnel, non assorti de sûretés et subordonné de l'Émetteur dont le rang est ou est stipulé être le même que celui des Titres Subordonnés ; (iii) à un rang supérieur aux prêts participatifs octroyés ou qui seraient octroyés à l'Émetteur, aux titres participatifs émis ou qui seraient émis par l'Émetteur et aux titres subordonnés de rang inférieur (engagements dits « super subordonnés » ou « engagements subordonnés de dernier rang ») ; et (iv) à un rang subordonné (a) aux créanciers non subordonnés (incluant les déposants), existants ou futurs, de l'Émetteur et (b) aux créanciers subordonnés, existants et futurs, de l'Émetteur, autres que ceux existants ou futurs dont le rang de la créance est ou est stipulé être égal ou inférieur à celui des Titres Subordonnés. <p>Si un jugement ordonnant la liquidation judiciaire de l'Émetteur est rendu ou si une liquidation de l'Émetteur intervient pour toute autre raison, l'obligation de paiement de l'Émetteur au titre des Titres Subordonnés et des Coupons qui y sont attachés (le cas échéant) sera subordonnée au complet paiement des créanciers non subordonnés de l'Émetteur (y compris les déposants) et des créanciers subordonnés de l'Émetteur autres que ceux existants ou futurs dont le rang de la créance est ou est stipulé être égal ou inférieur à celui des Titres Subordonnés, et, sous réserve de ce complet paiement, les Porteurs de Titres Subordonnés seront payés en priorité aux prêts participatifs octroyés ou qui seraient octroyés à l'Émetteur, aux titres participatifs émis ou qui seraient émis par l'Émetteur et aux titres subordonnés de rang inférieur (engagements dits « super subordonnés » ou engagements subordonnés de dernier rang) existants ou futurs.</p> <p>Dans le cas d'un désintéressement partiel des créanciers non subordonnés de l'Émetteur et des créanciers subordonnés dont le rang de la créance est ou est</p>
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	<p>stipulé supérieur à celui des Titres Subordonnés et des Coupons qui y sont attachés (le cas échéant), les engagements de l'Émetteur au regard des Titres Subordonnés prendront fin.</p> <p>Les Porteurs de Titres Subordonnés seront tenus de prendre toutes les mesures nécessaires au bon accomplissement de toute procédure collective ou de liquidation volontaire liée aux demandes éventuellement formulées à l'encontre de l'Émetteur.]</p> <p><u>Maintien de l'emprunt à son rang</u></p> <p><u>[Titres Senior Préférés</u></p> <p>L'Émetteur ne constituera aucune sûreté sur l'une quelconque de ses obligations ou endettements similaires émis ou garantis par lui sans constituer de sûreté équivalente sur les Titres Senior Préférés restant dus.]</p> <p><u>[Titres Senior Non Préférés</u></p> <p>Les modalités des Titres Senior Non Préférés ne contiennent aucune clause de maintien de l'emprunt à son rang.]</p> <p><u>[Titres Subordonnés</u></p> <p>Les modalités des Titres Subordonnés ne contiennent aucune clause de maintien de l'emprunt à son rang.]</p> <p><u>Cas d'Exigibilité Anticipée</u></p> <p><u>[Titres Senior Préférés</u></p> <p>Les Titres Senior Préférés seront exigibles et payables à leur montant principal avec tout intérêt couru y afférent :</p> <p>(a) en cas de défaut de paiement de tout montant en principal ou intérêt, dû par l'Émetteur au titre des Titres Senior Préférés (sous certaines conditions), (b) en cas de manquement par l'Émetteur à l'une quelconque de ses autres obligations relatives aux Modalités des Titres Senior Préférés (sous certaines conditions), (c) si toute autre dette d'emprunt, présente ou future, contractée par l'Émetteur pour une somme supérieure à 5.000.000 d'euros (ou son équivalent en toute autre devise), soit individuellement soit collectivement, devient exigible de manière anticipée (le cas échéant, à l'expiration de tout délai de grâce applicable) en raison d'un manquement ou d'un défaut de paiement, ou si des mesures sont prises pour mettre en œuvre une sûreté donnée en garantie d'une telle dette d'emprunt, ou toute garantie consentie par l'Émetteur relative à une dette d'emprunt n'est pas honorée en cas d'appel, (d) au cas où l'Émetteur fait une proposition de moratoire sur ses dettes, ou un jugement est rendu pour sa liquidation judiciaire, ou pour la cession totale de l'entreprise, ou fait l'objet de toute autre procédure d'insolvabilité ou conclu tout accord avec ses créanciers dans le cadre d'une procédure d'insolvabilité, dans la mesure, pour chacun de ces cas, où le droit applicable le permet, (e) au cas où l'Émetteur cesse son activité ou la quasi-totalité de son activité, ou vend, transfère ou cède, directement ou indirectement, tout ou la quasi-totalité de ses actifs (sous réserve de certaines exceptions), ou (f) si l'exécution ou le respect de ses obligations au titre des Titres Senior Préférés par l'Émetteur est ou devient illégal.]</p> <p><u>[Titres Senior Non Préférés</u></p> <p>Les modalités des Titres Senior Non Préférés ne contiennent pas de cas de défaut rendant les Titres Senior Non Préférés exigibles par anticipation en cas de survenance de certains événements. Toutefois, si un jugement prononce la liquidation judiciaire de l'Émetteur ou si une liquidation de l'Émetteur intervient pour toute autre raison, les Titres Senior Non Préférés deviendront immédiatement remboursables.]</p> <p><u>[Titres Subordonnés</u></p> <p>Les modalités des Titres Subordonnés ne contiennent pas de cas de défaut rendant les Titres Subordonnés exigibles par anticipation en cas de survenance de certains événements. Toutefois, si un jugement prononce la liquidation judiciaire de l'Émetteur ou si une liquidation de l'Émetteur intervient pour toute autre raison, les Titres Subordonnés deviendront immédiatement remboursables.]</p>
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Fiscalité

Tous les paiements de principal et d'intérêts effectués par ou pour le compte de l'Émetteur au titre des Titres seront effectués sans aucune retenue à la source ni déduction d'impôts, droits, assiettes ou charge gouvernementale d'une quelconque nature, imposée, prélevée, collectée, retenue ou fixée par la France ou en France, ou toute autre autorité française ayant le pouvoir de lever l'impôt, à moins que cette retenue à la source ou déduction ne soit exigée par la loi. Si une telle retenue ou déduction devait être effectuée, l'Émetteur serait tenu de majorer ses paiements dans la mesure autorisée par la loi et sous réserve de certaines exceptions.

Tous paiements de principal, d'intérêt et d'autres produits effectués par ou pour le compte de l'Émetteur se rapportant aux Titres pourront être soumis à une retenue à la source ou à une déduction imposée au titre de la *Foreign Account Tax compliance Act* (« **FATCA** »). Il n'y aura pas lieu à majoration et, par conséquent, à remboursement anticipé en cas de retenue à la source ou de déduction imposée au titre de FATCA.

Renonciation aux droits de compensation

[Sans objet]/[Les porteurs de Titres (les « **Porteurs de Titres** ») renoncent à tout droit de compensation, indemnisation et rétention relatif aux Titres, dans les limites autorisées par la loi.]

Droit Applicable

Droit Français

Renflouement Interne

Nonobstant toute autre clause d'une Souche de Titres donnée ou de tout autre contrat, arrangement ou accord entre l'Émetteur et les Porteurs de Titres, chaque Porteur de Titres, du fait de son acquisition de quelque Titre que ce soit, reconnaît, accepte, consent et convient :

- (i) d'être tenu par les effets de l'exercice de son Pouvoir de Renflouement Interne par l'Autorité de Résolution Compétente, lequel exercice peut inclure et résulter de n'importe lequel des événements énumérés ci-après, ou de leur combinaison :
 - a. la réduction de tout ou partie des Montants Dus (tels que définis ci-après) sur une base permanente ;
 - b. la conversion de tout ou partie des Montants Dus en actions, autres valeurs mobilières ou autres obligations de l'Émetteur ou d'une personne tierce (ainsi que la délivrance aux Porteurs de Titres représentant lesdites actions, valeurs mobilières ou obligations), y compris par voie d'amendement, modification ou variation des clauses de ces Titres, auquel cas le Porteur de Titres consent à accepter, en lieu et place des droits qu'il détient en vertu de ces Titres, toute autre action, valeur mobilière ou obligation de l'Émetteur ou d'une personne tierce ;
 - c. l'annulation des titres ;
 - d. la modification ou l'altération de la maturité des Titres ou la modification du montant d'intérêts dus à raison des Titres, ou de la date d'exigibilité des intérêts, y compris du fait de la suspension temporaire des délais de paiement ; et
- (ii) que les conditions des Titres soient soumises, et peuvent être modifiées en tant que de besoin pour lui donner effet, à l'exercice de son Pouvoir de Renflouement Interne par l'Autorité de Résolution Compétente.

Où :

« **Autorité de Résolution Compétente** » désigne l'Autorité de Contrôle Prudentiel et de Résolution, le Conseil de Résolution Unique créé par le

		<p>Règlement SRM et/ou toute autre autorité habilitée à tout moment à exercer ou à participer à l'exercice de tout Pouvoir de Renflouement Interne (en ce compris le Conseil de l'Union Européenne et la Commission Européenne lorsqu'ils agissent en vertu de l'Article 18 du Mécanisme de Résolution Unique).</p> <p>« Entité Régulée » désigne toute entité mentionnée à la Section I de l'article L.613-34 du Code monétaire et financier, laquelle inclut certains établissements de crédit, entreprises d'investissement et certains de leurs sociétés mères et sociétés holding établies en France.</p> <p>« Montants Dus » désigne le solde exigible du montant principal des Titres ainsi que tout intérêt couru non versé dû à raison de ces Titres.</p> <p>« Pouvoir de Renflouement Interne » désigne tout pouvoir existant à tout moment en vertu des lois, réglementations ou règlements en vigueur en France, relatif à la transposition de la directive 2014/59/EU établissant un cadre pour le redressement et la résolution des établissements de crédit et entreprises d'investissement (telle que modifiée périodiquement, « DRRB »), y compris notamment l'Ordonnance n°2015-1024 du 20 août 2015 (Ordonnance portant diverses dispositions d'adaptation de la législation au droit de l'Union européenne en matière financière) (tel que modifiée), le Règlement (UE) n°806/2014 du Parlement Européen et du Conseil du 15 juillet 2014 établissant des règles et une procédure uniformes pour la résolution des établissements de crédit et de certaines entreprises d'investissement dans le cadre d'un Mécanisme de Résolution Unique et d'un Fonds de Résolution Unique et modifiant le règlement (UE) n ° 1093/2010 (tel que modifié, le « Règlement SRM »), ou provenant, par ailleurs, du droit français, et, dans chaque cas, les instructions, règles et standards créés en conséquence, et en vertu desquels les obligations d'une Entité Régulée (ou d'une entité affiliée à l'Entité Régulée) peuvent être réduites (en partie ou en totalité), annulées, suspendues, transférées, altérées ou encore modifiées d'une quelconque façon, ou les titres de cette Entité Régulée (ou d'une entité affiliée à l'Entité Régulée) peuvent être convertis en actions ou en autres titres, que ce soit dans le cadre de la mise en œuvre du pouvoir de renflouement interne suite au placement en résolution ou non.</p>
C.9	<p>Intérêt, Remboursement, Rendement, Représentant des Porteurs de Titres</p>	<p>Merci de vous reporter également à l'information fournie à l'Élément C.8 ci-dessus.</p> <p><u>Prix d'émission</u> Les Titres pourront être émis au pair, en dessous du pair ou avec une prime d'émission. Le prix d'émission des Titres est de [●].</p> <p><u>[Titres à Taux fixe</u> Les intérêts à taux fixe de [●] seront payables à terme échu [le [●]/[●] de chaque année [de [●] à [●]]</p> <p><u>[Titres à Taux Fixe Révisable</u> Les Titres porteront intérêt [à compter de leur date d'émission / à compter de [●] jusqu'à la Première Date de Révision (exclue)] à un taux fixe de [●] % par an. [Les Titres porteront intérêt à compter de la Première Date de Révision (inclue) jusqu'à la Deuxième Date de Révision (exclue) ou, à défaut, la Date d'Échéance, au Premier Taux d'Intérêt Révisé, et, le cas échéant, pour chaque Période d'Intérêt Révisé Suivante au Taux d'Intérêt Révisé Suivant applicable]. Les intérêts seront payables [annuellement/semestriellement/trimestriellement /mensuellement/autre (préciser) en arriérés].]</p> <p>« Date de Détermination de la Révision » désigne, à l'égard d'une Période de Révision, [●]. « Date de Révision » désigne, selon le cas, la Première Date de Révision, la Deuxième Date de Révision ou toute Date de Révision Suivante. « Date de Révision Suivante » désigne [●]. « Deuxième Date de Révision » désigne [●]. « Marge Subséquente » désigne [●]%. « Période de Révision » désigne, selon le cas, la Première Période de Révision</p>

	<p>ou toute Période de Révision Subséquente.</p> <p>« Période de Révision Suivante » désigne la période comprise entre la Deuxième Date de Révision (inclue) et la prochaine Date de Révision Suivante (exclue), et chaque période suivante comprise entre la Date de Révision Suivante (inclue) et la prochaine Date de Révision Suivante (exclue) ou, dans le cas de la dernière Date de Révision Suivante, la Date d'Échéance.</p> <p>« Premier Taux d'Intérêt Révisé » désigne le taux d'intérêt déterminé par l'Agent de Calcul à la Date de Détermination de la Révision correspondant à la somme du taux mid-swap pour la Première Période de Révision et de la Première Marge.</p> <p>« Première Date de Révision » désigne [●].</p> <p>« Première Marge » désigne [●] %.</p> <p>« Première Période de Révision » désigne la période comprise entre la Première Date de Révision (inclue) et la Deuxième Date de Révision (exclue) ou, s'il n'y a pas de Deuxième Date de Révision, la Date d'Échéance.</p> <p>« Taux d'Intérêt Révisé Suivant » désigne, pour toute Période d'Intérêt Révisé Suivante, le taux d'intérêt déterminé par l'Agent de Calcul à la Date de Détermination de la Révision correspondant à la somme du taux mid-swap applicable et de la Marge Suivante applicable.</p> <p><u>[Titres à Taux Variable]</u></p> <p>Les Titres à Taux Variable porteront intérêt au taux déterminé pour chaque Souche de la façon suivante :</p> <p>(i) en appliquant une des formules suivantes :</p> $\frac{[\text{Taux FBF} + \text{marge}]}{[\text{marge} + [\text{Multiplicateur de Taux} \times (\text{Taux FBF}_1 - \text{Taux FBF}_2)]]}$ <p>Taux FBF/ Taux FBF₁/ Taux FBF₂ est déterminé sur la même base que le taux variable applicable à une opération d'échange de taux d'intérêt notionnel dans la Devise Prévue concernée, conformément à la Convention-Cadre FBF de juin 2013, telle que publiée par la Fédération Bancaire Française, dans sa version mise à jour applicable à la date d'émission de la première Tranche d'une même Série, ou</p> <p>(ii) en appliquant une des formules suivantes :</p> $\frac{[\text{Taux de Référence} + \text{marge}]}{[\text{marge} + [\text{Multiplicateur de Taux} \times (\text{Taux de Référence}_1 - \text{Taux de Référence}_2)]]}$ <p>Taux de Référence/ Taux de Référence₁/ Taux de Référence₂ est déterminé sur la base d'un taux de référence apparaissant sur une page écran convenue d'un service de cotation commercial lequel sera l'EURIBOR ou le LIBOR,</p> <p>dans chaque cas, sous réserve de tout Taux d'Intérêt Minimum et/ou Maximum.</p> <p>« Taux d'Intérêt Maximum » désigne [●].</p> <p>« Taux d'Intérêt Minimum » désigne [●].</p> <p>Les Titres à Taux Variable porteront intérêt à un taux de [●] +/- [●] pour cent payable [le [●]/[●] de chaque année], selon la convention de jour ouvré applicable.]</p> <p><u>[Titres Indexés sur CMS]</u></p> <p>Les paiements d'intérêt se rapportant aux Titres Indexés sur CMS seront calculés à partir d'un ou plusieurs Taux CMS et en appliquant une des formules décrites ci-dessous :</p> $\frac{[\text{Taux CMS} + \text{marge}]}{[\text{Multiplicateur de Taux} \times (\text{Taux CMS} + \text{marge})]}$
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		<p style="text-align: center;">[Multiplieur de Taux x (Taux CMS – marge)] [Multiplieur de Taux x (Taux CMS₁ – Taux CMS₂)] [marge + [Multiplieur de Taux x (Taux CMS₁ – Taux CMS₂)] [marge + [Multiplieur de Taux x (Taux Applicable – Taux CMS)]] [marge + [Multiplieur de Taux x (Taux CMS – Taux Applicable)]] [Multiplieur de Taux x (Taux Applicable – Taux CMS)]</p> <p>dans chaque cas, sous réserve de tout Taux d'Intérêt Minimum et/ou Maximum. « Taux d'Intérêt Maximum » désigne [●]. « Taux d'Intérêt Minimum » désigne [●].</p> <p>« Multiplieur de Taux » désigne le nombre indiqué comme étant applicable aux Titres Indexés sur CMS concernés. « Taux Applicable » désigne un taux exprimé en pourcentage, qui pourra être un Taux Fixe ou un Taux Flottant. « Taux CMS »/ « Taux CMS₁ »/ « Taux CMS₂ » désigne [●].</p> <p>Les Titres Indexés sur CMS porteront intérêt [de [●] à [●]] à un taux payable [le [●]/[●] de chaque année], selon la convention de jour applicable, égal à : [●]</p> <p><u>[Titres dits « Range Accrual »]</u> L'émetteur pourra émettre des Titres dit « Range Accrual » dont l'intérêt pour chaque Période d'Accumulation des Intérêts dépendra du/des Taux de référence applicable(s) (EURIBOR, LIBOR ou EUR CMS [ou toute combinaison de ceux-ci]) égal/égaux à, inférieur(s) à, ou supérieur(s) à certains taux prédéterminés, à une ou plusieurs dates pendant une période définie. Dans le cas où une de ces conditions n'est pas remplie pendant la période définie, aucun intérêt se rapportant à ces Titres dits « Range Accrual » ne sera versé à l'égard d'une telle Période d'Accumulation des Intérêts.</p> <p>Les Titres dits « Range Accrual » porteront intérêt à un taux payable [le [●]/[●] de chaque année] égal à : [●] x le Coefficient d'Accroissement.]</p> <p>Le Coefficient d'Accroissement est le nombre de jours dans la période définie pendant lesquels [EURIBOR/LIBOR [●] mois / EUR CMS [●] an(s)] remplissait les conditions définies par le « Range » divisé par le nombre total de jour de la période définie. Le « Range » désigne le fait qu'un jour donné le [EURIBOR/LIBOR [●] mois / EUR CMS [●] an(s)] soit [inférieur à] [supérieur à] [ou égal à] [●]% et [supérieur à] [inférieur à] [ou égal à] [●].]</p> <p><u>[Titres à Taux Variable Inverse et Titres à Taux CMS Inverse]</u> Le taux d'intérêt se rapportant aux Titres à Taux Variable Inverse ou aux Titres à Taux CMS Inverse sera égal, pour chaque Période d'Accumulation des Intérêts, au Taux Fixe, moins le Taux Variable ou le Taux CMS, selon le cas.</p> <p>[Les Titres à [[Taux Variable/Taux CMS] Inverse] porteront intérêt à un taux de [●]% moins [EURIBOR/LIBOR [●] mois / EUR CMS [●] an(s)] payable [le [●]/[●] de chaque année].]</p> <p><u>[Titres à Coupon Zéro]</u> Les Titres à Coupon Zéro sont émis [au pair / [●] (spécifier si au-dessous du pair)] et ne porteront pas intérêt]</p> <p><u>[Titres à Taux Fixe/Variable, Fixe/CMS, Variable/Fixe, CMS/Fixe, Fixe/Fixe ou Variable/Variable]</u> Les Titres à Taux Fixe/Variable, Fixe/CMS, Variable/Fixe, CMS/Fixe, Fixe/Fixe ou Variable/Variable sont des Titres pour lesquels il existe un changement de la base d'intérêt.]</p>
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		<p><u>Echéance</u></p> <p><u>Titres Senior Préférés</u> Sous réserve du respect de toutes lois, réglementations et directives applicables, toute Série de Titres Senior Préférés peut avoir toute échéance convenue, telle qu'indiquée dans les Conditions Définitives applicables.</p> <p><u>Titres Senior Non Préférés</u> Sous réserve du respect de toutes lois, réglementations et directives applicables, toute Série de Titres Senior Non Préférés doit avoir une échéance d'au moins un an après sa Date d'Émission.</p> <p><u>Titres Subordonnés</u> Sous réserve du respect de toutes lois, réglementations et directives applicables, toute Série de Titres Subordonnés doit avoir une échéance d'au moins cinq ans après sa Date d'Émission.</p> <p>[Préciser / Date de Paiement d'Intérêt tombant le ou la plus proche du [●]]</p> <p><u>Remboursement</u> <u>Remboursement à l'échéance</u> Sous réserve du rachat et de l'annulation des Titres ou du remboursement anticipé de ces Titres, ceux-ci seront remboursés à la date d'échéance susvisée à [●]% de leur montant nominal.]</p> <p><u>Remboursement anticipé</u></p> <p>(i) <u>Titres Senior Préférés</u></p> <p>Les Titres Seniors Préférés peuvent être remboursés avant la date d'échéance prévue au gré de l'Émetteur (i) si une option de remboursement au gré de l'Émetteur est spécifiée comme étant applicable, ou (ii) en cas de survenance (a) d'un Cas de Retenue à la Source ou (b) d'un Cas de Brutage.</p> <p>Les Titres Seniors Préférés peuvent aussi être remboursés avant la date d'échéance au gré des porteurs de Titres si une option de remboursement au gré des porteurs de Titres est spécifiée comme étant applicable.</p> <p>(ii) <u>Titres Senior Non Préférés</u></p> <p>Les Titres Senior Non Préférés peuvent être remboursés avant la date d'échéance prévue au gré de l'Émetteur (i) si une option de remboursement au gré de l'Émetteur est spécifiée comme étant applicable, étant précisé qu'une option de remboursement au gré de l'Émetteur ne sera pas exerçable avant la première année suivant la Date d'Émission, (ii) en cas de survenance d'un Cas d'Inéligibilité au MREL si une option de remboursement en Cas d'Inéligibilité au MREL est spécifiée comme étant applicable, (iii) en cas de survenance (a) d'un Cas de Retenue à la Source ou (b) d'un Cas de Brutage. Dans les cas visés ci-dessus, la faculté de l'Émetteur de procéder au remboursement est sous réserve que ce remboursement ne soit pas prohibé par les Règlements MREL et de l'accord préalable de l'Autorité Compétente et/ou de l'Autorité de Résolution Compétente, le cas échéant.</p> <p>Les Titres Senior Non Préférés peuvent aussi être remboursés avant la date d'échéance au gré des porteurs de Titres si une option de remboursement au gré des porteurs de Titres est spécifiée comme étant applicable, étant précisé qu'une option de remboursement au gré des porteurs de Titres ne sera pas exerçable avant la première année suivant la Date d'Émission</p>
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(iii) Titres Subordonnés

Les Titres Subordonnés peuvent être remboursés avant la date d'échéance (sous certaines conditions, notamment l'approbation préalable de l'Autorité Compétente) au gré de l'Émetteur (i) si une option de remboursement au gré de l'Émetteur est spécifiée comme étant applicable, étant précisé que l'option ne sera pas exercable avant la cinquième année à compter de la Date d'Émission, (ii) en cas de survenance d'un Événement de Fonds Propres si une option de remboursement au gré de l'Émetteur en cas de survenance d'un Événement de Fonds Propres est spécifiée comme étant applicable, (iii) en cas de survenance d'un Événement Fiscal.

Où :

« **Cas de Brutage** » signifie que, lors du prochain paiement du principal ou des intérêts relatif aux Titres, le paiement par l'Émetteur de la somme totale alors exigible par les Porteurs ou les porteurs de coupons, le cas échéant, serait prohibé par la législation française.

« **Cas de Non-Déductibilité Fiscale** » signifie que, en raison d'une quelconque modification de la législation française ou d'une quelconque modification dans l'application ou l'interprétation officielle de la législation française, en vigueur, dans chaque cas, à compter de la Date d'Émission, le régime fiscal de tous paiements relatifs aux Titres Subordonnés est modifié et ces modifications ont pour conséquences de réduire la part fiscalement déductible des intérêts dus par l'Émetteur.

« **Cas de Retenue à la Source** » signifie que, en raison d'une quelconque modification de la loi française, ou de quelconque modification dans l'application ou l'interprétation officielle de cette législation, entrant en vigueur à ou après la Date d'Émission, l'Émetteur ne serait pas en mesure, lors du prochain paiement du principal ou des intérêts relatif aux Titres, de procéder à ce paiement sans avoir à verser des montant additionnels.

« **Cas d'Inéligibilité au MREL** » signifie que, à tout moment, tout ou partie du montant nominal des Titres Senior Non-Préférés en circulation d'une Souche donnée n'est plus pleinement traité comme Instruments Éligibles au MREL, sauf si cette inéligibilité résulte du fait que la maturité restante de ces Titres est inférieure à toute période requise par les Réglementations MREL.

Un « **Événement de Fonds Propres** » survient si, en raison d'une modification de la classification réglementaire des Titres Subordonnés ne pouvant pas être raisonnablement prévue à la Date d'Émission, les Titres Subordonnés sont exclus des Fonds Propres de Catégorie 2.

« **Événement Fiscal** » signifie un Cas de Retenue à la Source, un Cas de Brutage ou un Cas de Non-Déductibilité Fiscale.

« **Modalités Nouvelles** » signifie, à tout moment, toutes modalités d'un instrument senior non préféré et non assorti de sûretés au sens de l'article L. 613-30-3-I-4° du Code monétaire et financier, émis par l'Émetteur et qui diffèrent substantiellement des modalités des Titres Senior Non Préférés concernés à ce moment.]

Substitution et modification des Titres Senior Non Préférés

Si un Cas d'Inéligibilité au MREL, un Cas de Retenue à la Source, un Cas de Brutage ou un Cas de Modification survient et perdure, l'Émetteur pourra décider, à sa discrétion, de substituer l'intégralité (et non d'une partie seulement) des Titres Senior Non Préférés de la Souche concernée ou de modifier les modalités de l'intégralité (et non d'une partie seulement) des Titres Senior Non Préférés de la Souche concernée, sans qu'il soit nécessaire d'obtenir le consentement ou l'accord des Porteurs, de manière à ce qu'ils deviennent ou demeurent des Titres Senior Non Préférés Éligibles, sous réserve, notamment, de l'accord préalable de l'Autorité Compétente et/ou de l'Autorité de Résolution Compétente, le cas échéant.

Où :

« **Cas de Modification** » signifie que si les Règlements MREL ont été modifiés de manière à permettre à un instrument de l'Émetteur avec des Modalités Nouvelles d'être traité comme Instrument Eligible au MREL.

« **Titres Senior Non Préférés Eligibles** » désigne, à tout moment, toutes valeurs mobilières émises directement ou indirectement par l'Émetteur qui :

- (i) contiennent des stipulations leur permettant, à ce moment, d'être traitées comme un Instrument Eligible au MREL telles que prévues par les Règlements MREL ; et
- (ii) portent intérêt au même taux d'intérêt que celui applicable à ce moment à la Souche de Titres Senior Non Préférés concernée avant la substitution ou modification concernée ; et
- (iii) ont la même valeur nominale totale en circulation que la Souche de Titres Senior Non Préférés concernée avant la substitution ou modification concernée ; et
- (iv) ont la même devise de paiement, la même dénomination, la même date d'échéance et les mêmes dates de paiement d'intérêts que la Souche de Titres Senior Non Préférés concernée avant la substitution ou modification concernée ; et
- (v) sont d'un rang *pari passu* avec la Souche de Titres Senior Non Préférés concernée avant la substitution ou modification concernée ; et
- (vi) à la suite de la substitution ou modification concernée, ne feront pas l'objet d'un Cas d'Inéligibilité au MREL ou d'un Cas de Retenue à la Source ; et
- (vii) ont des stipulations qui ne sont pas autrement significativement moins favorables pour les Porteurs que celles des Titres concernés, tel que raisonnablement déterminé par l'Émetteur, et à la condition que l'Émetteur ait remis un certificat en ce sens à l'Agent Payeur Principal au bureau désigné de l'Agent Payeur Principal au moins cinq (5) Jours Ouvrés avant (x) la date d'émission de la nouvelle souche de titres concernée, dans le cas d'une substitution de la Souche de Titres Senior Non Préférés concernée, ou (y) la date à laquelle la modification devient effective dans le cas d'une modification de la Souche de Titres Senior Non Préférés concernée ; et
- (viii) sont cotées ou admises aux négociations sur un tout marché réglementé choisi par l'Émetteur, si la Souche de Titres Senior Non Préférés concernée étaient cotée ou admise aux négociations sur un marché réglementé avant la substitution ou modification concernée.

Rendement

Les conditions définitives de chaque émission de Titres à Taux Fixe préciseront le rendement des Titres.

[Le rendement des Titres est de [●].]

Représentation des Porteurs de Titres

Les Porteurs de Titres seront groupés automatiquement, au titre de toutes les Tranches d'une même Souche, pour la défense de leurs intérêts communs en une masse (la « **Masse** ») et les dispositions du Code de commerce relatives à la Masse s'appliqueront.

La Masse agira en partie par l'intermédiaire d'un représentant (le « **Représentant** ») et en partie par l'intermédiaire de décisions collectives des Porteurs de Titres.

Si et aussi longtemps que les Titres d'une Souche sont détenus par un Porteur unique et à moins qu'un Représentant ait été nommé au titre de cette Souche, ce Porteur unique exercera tous les pouvoirs, droits et obligations incombant à la Masse conformément aux dispositions du Code de commerce.

C.10	Dérivé auquel est lié le paiement des intérêts sur les Titres	Sans objet, les Titres émis dans le cadre du Programme ne sont liés à aucun instrument dérivé. Merci de vous reporter également à l'Élément C.9 ci-dessus.
C.11	Cotation et admission à la négociation sur un marché réglementé	Une demande d'admission aux négociations sur le marché réglementé de la Bourse de Luxembourg concernant les Titres à émettre dans le cadre du Programme, pourra être déposée auprès de la Bourse de Luxembourg. Les Titres pourront faire l'objet d'une admission aux négociations sur tout autre marché réglementé de l'EEE, conformément à la Directive 2003/71/CE, telle que modifiée. Une Souche de Titres peut ne faire l'objet d'aucune cotation. [Une demande d'admission aux négociations des Titres sur [le marché réglementé de la Bourse de Luxembourg] / [●] a été déposée. / Sans objet, les Titres ne sont pas admis aux négociations sur une bourse ou un quelconque marché.]

Section D – Risques

D.2	Risques clés propres à l'Émetteur	<p>Crédit Mutuel Arkéa opère presque exclusivement dans le secteur bancaire, la finance et l'assurance. Les entités de Crédit Mutuel Arkéa fournissent directement le soutien nécessaire à ces activités (conception, production, distribution et gestion). Comme d'autres banques, l'Émetteur est exposé à divers risques qui incluent notamment :</p> <ul style="list-style-type: none"> - Risque de crédit ; - Risques de marché - Risques structurels de taux et de liquidité ; - Risque de change ; - Risque actions et autres titres à revenu variable et titres immobilisés ; - Risque opérationnel ; - Risque juridique ; - Risque de non-conformité dont le risque de blanchiment ; et - Risques spécifiques à l'activité d'assurance. <p>Le risque de crédit est le risque de non remboursement encouru en cas de défaillance d'un emprunteur ou d'emprunteurs considérés comme « un même bénéficiaire », au sens réglementaire de cette expression.</p> <p>Le risque de marché ou risque de prix trouve son origine dans les variations défavorables des paramètres de marché qui ont un impact sur la valeur des instruments financiers inscrits au bilan.</p> <p>Le risque de taux (résultant d'une différence de taux ou d'index de référence entre les emplois et les ressources) est le risque que les mouvements de taux d'intérêt font courir sur les résultats présents et futurs.</p> <p>Le risque de liquidité naît d'une différence de maturité entre les emplois et les ressources. Il peut se traduire par une charge complémentaire en cas de hausse des spreads de liquidité ; dans sa forme la plus extrême, il peut se traduire par une incapacité de l'établissement à honorer ses engagements.</p> <p>Le risque de change se définit comme le risque que la juste valeur où les flux de trésorerie futurs d'un instrument financier fluctuent en raison des variations des cours des monnaies étrangères.</p> <p>Le risque actions apparaît en cas de variation adverse des marchés actions, entraînant une baisse de la valorisation du portefeuille.</p> <p>La notion de risque opérationnel adoptée au sein du Groupe couvre l'ensemble des risques répondant à la définition des réglementations Bâle III et de l'arrêté du 3 novembre 2014.</p> <p>Les risques juridiques sont intégrés dans les risques opérationnels et concernent entre autres l'exposition à des amendes, pénalités et dommages pour faute imputable à l'entreprise au titre de ses opérations.</p> <p>Le risque de non-conformité est défini comme le risque de sanction judiciaire, administrative ou disciplinaire, ou de perte financière significative ou d'atteinte à la réputation qui naît du non-respect de dispositions propres aux activités bancaires et financières, qu'elles soient de nature législative ou réglementaire, nationales ou</p>
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	<p>Européennes directement applicables ; qu'il s'agisse de normes professionnelles et déontologiques ou d'instructions des dirigeants effectifs prises notamment en application des orientations de l'organe de surveillance.</p> <p>L'assureur est exposé à plusieurs facteurs de risque : les risques techniques de l'assurance-vie (le risque de rachat et le risque de longévité) ; les risques techniques de l'assurance prévoyance et emprunteurs (le risque de mortalité associé au décès de l'assuré qui génère le versement de capitaux, et le risque de morbidité associé à l'arrêt de travail de l'assuré qui entraîne le versement de prestations compensatoires) ; les risques techniques de l'assurance-dommages (le risque de fréquence et le risque de tarification, le risque de sinistralité exceptionnelle) ; le risque de réassurance (inadéquation du programme de réassurance au regard de la stratégie des risques du groupe, et défaut d'un réassureur).</p> <p>- Risques liés à la désaffiliation unilatérale du Groupe Crédit Mutuel Arkéa de l'ensemble Crédit Mutuel :</p> <p>(i) Le projet de désaffiliation unilatérale et le calendrier prévisionnel</p> <p>Le Crédit Mutuel Arkéa est impliqué dans des litiges depuis la fin 2014 avec la CNCM, l'organe central du Crédit Mutuel, portant, notamment, sur des conflits d'intérêts potentiels entre l'organe central et l'un de ses affiliés. Ces litiges concernent pour l'essentiel l'exercice de la supervision administrative, technique et financière par la CNCM ainsi que l'usage du nom "Crédit Mutuel".</p> <p>Cette situation a conduit le Conseil d'administration du Crédit Mutuel Arkéa, qui s'est tenu le 17 janvier 2018, à donner mandat aux dirigeants du Groupe Crédit Mutuel Arkéa d'engager toute action permettant au Crédit Mutuel Arkéa de devenir un groupe bancaire coopératif et mutualiste indépendant du reste du Crédit Mutuel.</p> <p>Les administrateurs des caisses locales et des fédérations du Crédit Mutuel de Bretagne, du Sud-Ouest et du Massif Central ont été invités à voter lors du premier semestre 2018. A l'issue du processus de consultation engagé par les caisses locales du groupe Crédit Mutuel Arkéa et de la tenue des conseils d'administration des fédérations, le Groupe Crédit Mutuel Arkéa a officialisé les résultats des votes des 307 caisses locales qui se sont exprimées. 94.5 % des caisses locales se sont prononcées en faveur de l'indépendance pour Crédit Mutuel Arkéa qui deviendra ainsi un groupe coopératif et territorial, aux valeurs mutualistes, indépendant du reste du Crédit Mutuel. Ce vote historique et fondateur, qui engage l'ensemble des parties prenantes, acte de façon définitive la volonté de départ du Groupe Crédit Mutuel Arkéa de l'ensemble Crédit Mutuel.</p> <p>Le Groupe Crédit Mutuel Arkéa va désormais engager la mise en œuvre opérationnelle de sa désaffiliation unilatérale. Le Conseil d'administration de Crédit Mutuel Arkéa, en date du 29 juin 2018, a approuvé le schéma d'organisation cible du futur groupe indépendant et a appelé les caisses locales à se prononcer à compter de l'automne 2018 sur la mise en œuvre de ce schéma. Il a par ailleurs été décidé que Crédit Mutuel Arkéa exercera ses activités sous une autre dénomination sociale que « Crédit Mutuel ». En tout état de cause, la mise en œuvre opérationnelle de la désaffiliation unilatérale du Groupe Crédit Mutuel Arkéa reste soumise à l'approbation des caisses locales.</p> <p>A l'issue de la désaffiliation unilatérale du Groupe Crédit Mutuel Arkéa de l'ensemble Crédit Mutuel, les caisses locales deviendraient les Sociétés Coopératives Locales (les « SCL »), conservant leur statut de sociétés coopératives à capital variable et formant avec le Groupe Crédit Mutuel Arkéa (devenu « Groupe Arkéa ») une union de coopératives, en application de la loi n°47-1775 du 10 septembre 1947 portant statut de la coopération (la « Loi de 1947 »).</p> <p>L'objet des nouvelles SCL serait recentré sur leur première raison d'être :</p>
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développer le sociétariat et faciliter l'accès aux services bancaires et financiers. Elles seraient ainsi notamment en charge de la promotion des valeurs coopératives et mutualistes, et de conseil au bénéfice des sociétaires et prospects dans le cadre de leur rayonnement territorial.

Pour ce faire, l'ensemble des activités financières réglementées des caisses locales seraient apportées ou cédées au Groupe Arkéa, qui ouvrirait corrélativement des agences locales en leur sein. De plus, dans le cadre de cette nouvelle organisation, toutes les opérations de banque et les services d'investissement seraient alors effectués par l'agence locale du Groupe Arkéa, ouverte dans les mêmes locaux que ceux de la SCL.

Pour exercer leurs activités d'intermédiation, les SCL pourraient, si besoin, opter pour les statuts d'intermédiaires en opérations de banque et en services de paiement, d'intermédiaires d'assurance et/ou d'agents liés au Groupe Arkéa pour la fourniture de services d'investissement.

Chaque SCL pourrait également conseiller l'agence locale du Groupe Arkéa qui lui est rattachée en vue de fournir des services bancaires et financiers adaptés aux sociétaires.

Conformément à la Loi de 1947, chaque sociétaire pourrait continuer de participer à la vie sociale de la SCL suivant le principe consacré « une personne, une voix » et se porter candidat à l'élection des membres du conseil d'administration de sa SCL.

Les SCL demeureront les seules détentrices des actions ordinaires de catégorie A émises par Arkéa. En d'autres termes, la gouvernance du Groupe Arkéa reposerait sur l'implication et la participation de chaque SCL.

De plus, un pacte d'affiliation entre toutes les SCL et le Groupe Arkéa serait conclu pour une durée de 99 ans en vue de mettre en œuvre des mécanismes de solidarité, d'entraide et de soutien pour favoriser l'accomplissement de la mission primordiale des SCL, à savoir favoriser l'accès à toutes et à tous aux services bancaires et financiers.

Des fédérations régionales seraient constituées pour organiser le fonctionnement et la gouvernance des SCL.

Schéma cible d'organisation du Groupe Crédit Mutuel Arkéa : merci de se référer aux paragraphes B.4b « *Tendances connues* » et B.5 « *Description du Groupe* ».

(ii) Risques relatifs à la complexité du contexte et des risques liés à la désaffiliation du Groupe Crédit Mutuel Arkéa de l'ensemble Crédit Mutuel

Le projet de désaffiliation tel qu'envisagé par Crédit Mutuel Arkéa est inédit et particulièrement complexe à réaliser. L'attention des investisseurs est attirée sur la complexité de la situation liée au projet de désaffiliation du Groupe Crédit Mutuel Arkéa de l'ensemble Crédit Mutuel et des incertitudes et des risques qui y sont liés. Par ailleurs, les investisseurs sont invités à prendre la mesure des éventuels enjeux commerciaux liés à la perte de la marque « Crédit Mutuel » et à l'adoption par Crédit Mutuel Arkéa d'une dénomination et de marques commerciales ne reprenant pas les termes « Crédit Mutuel ».

Avant toute décision d'investissement, les investisseurs potentiels doivent mener une analyse approfondie du projet de désaffiliation unilatérale, du schéma cible d'organisation du Groupe Crédit Mutuel Arkéa tel que décrit ci-dessus et des incertitudes et risques qui y sont liés, tels que décrits ci-dessous. Les investisseurs doivent notamment examiner attentivement toute l'information incluse dans le présent Prospectus de Base et en particulier, en prenant leur décision d'investissement, les facteurs de risques liés à la modification de l'organisation des principaux acteurs des parts sociales et des risques liés à la désaffiliation unilatérale du Groupe Crédit Mutuel Arkéa de l'ensemble Crédit Mutuel énumérés dans le présent Prospectus de Base.

La mise en œuvre de la désaffiliation du Groupe Crédit Mutuel Arkéa ne

modifiera pas sa nature de groupe coopératif et territorial, aux valeurs mutualistes. Cependant, sa désaffiliation de l'ensemble Crédit Mutuel a des conséquences qui peuvent être difficiles à appréhender par l'investisseur mais qui doivent être comprises et analysées avant de prendre toute décision d'investissement. Du fait de son caractère inédit, Crédit Mutuel Arkéa ne peut garantir que le projet sera conduit à son terme, qu'il ne devra pas faire l'objet de modifications majeures par rapport à ce qui était initialement prévu ou que des difficultés nouvelles émergent lors de sa mise en œuvre.

(iii) Risques relatifs aux caisses locales

Incertitudes sur la possibilité pour les caisses locales de poursuivre des émissions de parts sociales par offre au public et perte de l'agrément des caisses locales

La désaffiliation unilatérale des caisses locales de l'ensemble Crédit Mutuel emporterait la perte du bénéfice de l'agrément bancaire collectif octroyé dans les conditions de l'article R. 511-3 du Code Monétaire et Financier, ce qui pourrait être susceptible d'avoir un impact sur leur possibilité d'émettre, pour le futur, des parts sociales par offre au public. Les émissions par offre au public des parts sociales constituent à ce jour une source de financement essentiel pour Crédit Mutuel Arkéa. L'incapacité des caisses locales à poursuivre les émissions par offre au public pourrait avoir des incidences fortes sur sa situation financière si un schéma alternatif n'était pas mis en place. Un schéma d'émission est en cours d'étude avec l'Autorité de Contrôle Prudentiel et de Résolution (l'« **ACPR** ») et la Banque Centrale Européenne (la « **BCE** »). Il n'existe aucune certitude sur le fait que le schéma proposé soit accepté par les autorités.

L'analyse réalisée par Crédit Mutuel Arkéa de la mise en œuvre de la désaffiliation unilatérale du Groupe Crédit Mutuel Arkéa de l'ensemble Crédit Mutuel a confirmé que les parts sociales A, B et C émises par les caisses locales à ce jour ne seraient pas affectées.

En effet, les cas de remboursement anticipé reposant sur une base légale applicables aux parts sociales A, B et C résultent (i) de la Loi de 1947 et (ii) du règlement (UE) n°575/2013 du 26 juin 2013 compte tenu de la qualité de fonds propres des parts sociales. Ces textes ne comportent pas de cas de remboursement anticipé relatif à la perte de l'agrément bancaire des caisses locales ou de changement d'objet pour autant que le statut coopératif demeure.

De même, les modalités contractuelles des parts sociales A, B et C ne comportent pas de cas de remboursement anticipé relatif à la perte de l'agrément des caisses locales devenues SCL.

Risque lié au sort des caisses locales ayant voté contre le projet de désaffiliation unilatérale

Les caisses locales ayant voté contre la désaffiliation unilatérale de l'ensemble Crédit Mutuel, ou n'ayant pas souhaité participer au vote, pourront ne pas faire partie de cette nouvelle organisation. Elles pourraient rester rattachées au Crédit Mutuel, selon une organisation qui reste à définir par l'ensemble Crédit Mutuel. Toutefois, les résultats du vote relatif au projet d'indépendance du Groupe Crédit Mutuel Arkéa ne préjugent en rien des résultats du futur vote des caisses locales relatif à la mise en œuvre opérationnelle de cette désaffiliation unilatérale vis-à-vis de l'ensemble Crédit Mutuel. Le vote de chaque caisse locale du premier semestre 2018 étant un vote d'orientation, chaque caisse locale sera appelée à se prononcer sur la phase de mise en œuvre de la désaffiliation unilatérale du Groupe Crédit Mutuel Arkéa.

Les caisses locales qui choisiront de voter contre la désaffiliation unilatérale devront se rattacher à l'ensemble Crédit Mutuel afin de bénéficier d'un nouvel agrément collectif. Cette nouvelle affiliation ne constituera pas un cas de remboursement anticipé des parts sociales A, B et C. Ces caisses locales se verront remboursées des actions ordinaires de catégorie A qu'elles détiennent

dans le capital social de Crédit Mutuel Arkéa.

Concernant plus précisément les caisses locales adhérentes de la fédération du Crédit Mutuel Massif Central, il est rappelé que lors du Conseil d'administration de Crédit Mutuel Arkéa en date du 17 janvier 2018, le Groupe Crédit Mutuel Arkéa a invité les caisses locales des trois fédérations (Crédit Mutuel Bretagne, du Sud-Ouest et du Massif Central) à engager une consultation relative au projet d'indépendance du Groupe Crédit Mutuel Arkéa. Le Conseil d'administration de la fédération du Crédit Mutuel Massif Central s'est opposé au principe d'une consultation des Conseils d'administration des caisses locales de son périmètre. Toutefois, la consultation a été engagée par 6 des 30 caisses locales adhérentes de la fédération du Crédit Mutuel Massif Central.

Risques liés au vote définitif des sociétaires

La réalisation de la mise en œuvre opérationnelle de la désaffiliation unilatérale du Groupe Crédit Mutuel Arkéa reste soumise à l'approbation et au vote des conseils d'administration des caisses locales. Les caisses locales qui voteront pour la désaffiliation de l'ensemble Crédit Mutuel devront convoquer leur assemblée générale extraordinaire afin d'approuver notamment la modification de leurs statuts y afférant. Les résultats du vote d'orientation relatif au projet d'indépendance du Groupe Crédit Mutuel Arkéa ne préjugent en rien des résultats du futur vote des caisses locales relatif à la mise en œuvre opérationnelle de cette désaffiliation unilatérale vis-à-vis de l'ensemble Crédit Mutuel. Aucune certitude ne peut être apportée sur les résultats des futurs votes des caisses locales.

A ce stade, il n'y a pas de certitude sur la manière dont cette situation pourrait évoluer et/ou sur l'échéance à laquelle elle pourrait se résoudre.

(iv) Risques relatifs à Crédit Mutuel Arkéa

A l'issue de la désaffiliation unilatérale du Groupe Crédit Mutuel Arkéa de l'ensemble Crédit Mutuel dont la CNCM est l'organe central, le Groupe Arkéa serait toujours constitué autour du Groupe Arkéa (actuellement Crédit Mutuel Arkéa) agréée en tant que banque coopérative et supervisée directement par l'ACPR et la BCE.

Risques liés à l'accord des autorités de contrôle

Conformément aux dispositions du Code Monétaire et Financier, concomitamment à la désaffiliation unilatérale de Crédit Mutuel Arkéa de l'ensemble Crédit Mutuel, la CNCM, en tant qu'organe central, devrait notifier l'ACPR de la désaffiliation unilatérale de Crédit Mutuel Arkéa.

La réalisation du projet de désaffiliation unilatérale est soumise à la décision de l'ACPR et de la BCE concernant l'agrément bancaire de Crédit Mutuel Arkéa et des caisses locales qui lui sont rattachées, ces autorités étant amenées à se prononcer lorsque la perte de la qualité de société affiliée sera notifiée à l'ACPR par l'organe central pour chaque entité du Groupe Crédit Mutuel Arkéa conformément à l'article L. 511-31 du Code Monétaire et Financier. A ce stade, des discussions sont en cours avec chacune de ces autorités, aucune assurance ne peut être donnée quant à l'obtention de leur accord ni quant au délai et aux modalités de l'obtention de leur accord. La modification de la dénomination sociale de Crédit Mutuel Arkéa nécessitera l'accord préalable de ces autorités.

Risque lié aux calculs prudentiels

Par ailleurs, la désaffiliation du Groupe Crédit Mutuel Arkéa de l'ensemble Crédit Mutuel pourrait entraîner une évolution du modèle interne de calcul des risques pondérés conduisant à une augmentation des exigences en fonds propres, voire un passage vers un modèle standard.

Au 31 décembre 2017, le risque de crédit est déterminé pour 88 Mds € d'expositions nettes au risque, dont :

- 58,3 Mds € d'expositions au risque sont évaluées selon une approche notation interne, et
- 29,7 Mds € d'expositions au risque sont déjà évaluées selon une approche standard.

Par conséquent, la désaffiliation de l'ensemble Crédit Mutuel pourrait conduire à revoir le mode d'évaluation des risques pondérés pour les 58 Mds € d'expositions au risque actuellement évaluées selon une approche notation interne.

Risques liés aux demandes d'indemnisation de la CNCM

La CNCM a, par ailleurs, publié un communiqué de presse le 19 juin 2018 par lequel elle évoque une indemnisation par le Groupe Crédit Mutuel Arkéa et au sein duquel elle mentionne notamment qu'elle demandera, « sur la base des 3,5 milliards de réserves accumulées du Crédit Mutuel Arkéa et de ses caisses locales, la rétrocession au Groupe Crédit Mutuel du bénéfice de mutualisation créé par la collectivité des clients et sociétaires » et une indemnisation pour les « dommages créés, en particulier la nécessité de redéployer son réseau dans le Sud-Ouest et en Bretagne ». Crédit Mutuel Arkéa considère cette communication comme trompeuse car dénuée de tout fondement juridique, tant concernant les bases de calcul évoquées que sur le principe même d'une indemnisation. A ce jour, le Groupe Crédit Mutuel Arkéa n'a pas été saisi d'une quelconque demande formelle et étayée. Crédit Mutuel Arkéa contestera cette demande si elle venait à être formalisée.

Risques liés à la gouvernance de Crédit Mutuel Arkéa

Par ailleurs, le Conseil d'administration de la CNCM qui s'est tenu le 20 avril 2018 a proposé un nouveau projet de statuts pour la CNCM permettant à celle-ci d'écarter les principaux dirigeants de fédérations régionales. En réaction, l'assemblée générale de Crédit Mutuel Arkéa qui s'est tenue le 16 mai 2018 a adopté la résolution attribuant au Conseil d'administration de Crédit Mutuel Arkéa, à son président et aux dirigeants effectifs de Crédit Mutuel Arkéa un mandat pour prendre la décision, en cas d'agression constatée, de se désaffilier unilatéralement de la CNCM. Ce droit de sortie se traduirait par l'exercice du droit de retrait dont dispose tout adhérent à une association de la loi de 1901 que constitue la CNCM. Cette nouvelle rédaction des statuts a été validée par l'assemblée générale de la CNCM qui s'est tenue le 31 mai 2018 puis approuvée par le Ministre de l'économie et des finances par lettre du 10 juillet 2018.

Risques de contentieux

Lors de la mise en œuvre de la désaffiliation unilatérale du Groupe Crédit Mutuel Arkéa de l'ensemble Crédit Mutuel, il existe un risque que la CNCM conteste sur le plan juridique la désaffiliation unilatérale du Groupe Crédit Mutuel Arkéa.

Par ailleurs, la mise en œuvre opérationnelle de la désaffiliation du Groupe Crédit Mutuel Arkéa pourrait, notamment au regard du caractère inédit d'une telle désaffiliation, engendrer des contentieux ou divers recours à l'encontre de Crédit Mutuel Arkéa de la part de clients ou de contreparties du Groupe.

Risque lié à la perte de la solidarité interfédérale

Le Crédit Mutuel Arkéa ne bénéficiera plus du mécanisme de solidarité interfédérale en cas de mise en œuvre de l'indépendance du Groupe Crédit Mutuel Arkéa vis-à-vis de l'ensemble Crédit Mutuel tel que décrit ci-dessous. Toutefois, il est précisé que le Crédit Mutuel Arkéa dispose de son propre mécanisme de solidarité qui interviendrait en premier ressort.

Un pacte d'affiliation entre toutes les SCL et le Groupe Arkéa serait conclu pour une durée de 99 ans en vue de mettre en œuvre des mécanismes de solidarité, d'entraide et de soutien pour favoriser l'accomplissement de la mission primordiale des SCL, à savoir favoriser l'accès à toutes et à tous aux services

		<p>bancaires et financiers.</p> <p>A ce stade, il n'y a pas de certitude sur la manière dont cette situation pourrait évoluer et/ou sur l'échéance à laquelle elle pourrait se résoudre</p>
D.3	Risques clés propres aux Titres	<p>Il existe certains autres facteurs significatifs pour évaluer les risques afférents aux Titres émis dans le cadre du Programme, y compris :</p> <ul style="list-style-type: none"> - Les risques d'investissement <p>Les Titres pourraient ne pas être adaptés à tous les investisseurs. Avant de prendre leur décision, les investisseurs intéressés doivent comprendre qu'investir dans tout type de Titres comporte des risques et devraient en particulier conduire leur propre analyse et évaluation des risques liés aux Titres.</p> <ul style="list-style-type: none"> - Les risques liés à la structure de certains Titres incluant <ul style="list-style-type: none"> (i) Les Titres faisant l'objet d'une option de remboursement par l'Émetteur L'existence d'une option de remboursement des Titres a tendance à limiter leur valeur de marché. (ii) Les Titres à Taux Fixe Un investissement dans des Titres à taux fixe implique le risque qu'un changement postérieur des taux d'intérêt sur le marché ait un impact défavorable significatif sur la valeur de la tranche de Titres concernée. (iii) Les Titres à Taux Variable et les Titres Indexés sur CMS La valeur de marché des Titres à Taux Variable ou des Titres Indexés sur CMS peut être volatile si des changements, particulièrement des changements à court terme, sur le marché des taux d'intérêt applicables au taux de référence concerné ne peuvent être appliqués au taux d'intérêt de ces Titres qu'au prochain ajustement périodique du taux de référence concerné. (iv) Le Règlement sur les Indices de Référence et les autres réformes des "indices de référence" ainsi qu'une administration différente ou une future discontinuité de certains indices de référence, y compris du LIBOR pourraient avoir un impact défavorable significatif sur la valeur des Titres indexés ou ayant pour référence de tels "indices de référence" Le LIBOR, l'EURIBOR et les autres indices de référence (<i>benchmark</i>) ont récemment fait l'objet de recommandations ou propositions de réglementation au niveau national et international. Le Règlement européen concernant les indices utilisés comme indices de référence a été publié au Journal Officiel de l'Union Européenne le 29 juin 2016 (le « Règlement sur les Indices de Référence »). Les dispositions du Règlement sur les Indices de Référence sont entrées en vigueur le 1^{er} janvier 2018. Le Règlement sur les Indices de Référence pourrait avoir un impact significatif sur les Titres liés à un « indice de référence » dans les circonstances suivantes (i) si, sous réserve des mesures transitoires applicables le cas échéant, un indice qui est un « indice de référence » ne peut plus être utilisé car son administrateur ou l'indice de référence n'est pas inclus ou est retiré du registre des indices de référence géré par l'Autorité Européenne des Marchés Financiers ; ou (ii) si la méthodologie ou d'autres conditions de l'« indice de référence » doivent être modifiées afin de respecter le Règlement sur les Indices de Référence. Le maintien du LIBOR sur la base actuelle n'est pas garanti après 2021. Il est impossible de prévoir si, et dans quelle mesure, les banques participantes continueront par la suite à soumettre des taux pour le calcul du LIBOR à l'administrateur du LIBOR. Cela pourrait entraîner des performances du LIBOR différentes des performances passées et pourrait avoir d'autres conséquences qui ne peuvent être anticipées. (v) Taux de rendement des Titres à Taux Fixe Révisable, des Titres à Taux

Variable et des Titres Indexés sur CMS

Les investisseurs dans les Titres à Taux Fixe Révisable, les Titres à Taux Variable, les Titres Indexés sur CMS et les Titres Indexés sur l'Inflation ne pourront pas calculer par avance leur taux de rendement.

(vi) Les Titres soumis à des multiplicateurs ou d'autres effets de levier, des plafonds, planchers, ou une combinaison de ces facteurs

La valeur de marché de tels Titres peut être plus volatile que celle des titres ne comportant pas ces facteurs.

(vii) Les Titres à Taux Fixe/Variable, Fixe/CMS, Variable/Fixe, CMS/Fixe, Fixe/Fixe ou Variable/Variable

Les Titres à Taux Fixe/Variable, Fixe/CMS, Variable/Fixe, CMS/Fixe, Fixe/Fixe ou Variable/Variable sont sujet à des changements de bases d'intérêts et peuvent porter intérêt à un taux que l'Émetteur peut décider de changer d'un taux fixe en un taux variable ou un autre taux, ou d'un taux variable en un taux fixe ou un autre taux. Les Titres à Taux Fixe/Variable, Fixe/Fixe ou Variable/Variable sont sujet à des changements de bases d'intérêts et peuvent porter intérêt à un taux que l'Émetteur peut décider de changer d'un taux fixe en un autre taux fixe ou d'un taux variable à un autre taux variable. La faculté de l'Émetteur de changer le taux d'intérêt affectera le marché secondaire et la valeur de marché des Titres.

(viii) Titres dits « Range Accrual »

L'Émetteur pourra émettre des Titres dits « Range Accrual » dont l'intérêt dépendra du fait qu'un taux défini soit égal à, supérieur(s) à et/ou inférieur(s) à certains niveaux prédéterminés pendant une ou plusieurs périodes et sera calculé en appliquant la formule stipulée dans les Modalités des Titres. Dans le cas où cette condition n'est pas remplie à une ou plusieurs dates tombant dans une Période d'Accumulation des Intérêts ou toute autre période précisée, aucun intérêt ne sera versé à l'égard d'une telle Période d'Accumulation des Intérêts ou l'intérêt sera uniquement versé pour les jours au sein de la Période d'Accumulation des Intérêts pendant lesquels cette condition a été remplie.

(ix) Titres à Taux Variable Inverse et Titres à Taux CMS Inverse

Les Titres à Taux Variable Inverse et les Titres à Taux CMS Inverse ont un taux d'intérêt égal à un taux fixe moins un taux basé sur un taux de référence (EURIBOR, LIBOR ou EUR CMS). Les valeurs de marché de ces Titres sont habituellement plus volatiles que les valeurs de marché des autres titres de créance à taux variables basés sur le même taux de référence.

(x) Titres à Taux Fixe Réinitialisable

Un porteur de Titres à Taux Fixe Réinitialisable avec un taux d'intérêt qui sera réinitialisé périodiquement tant que les Titres concernés sont en circulation, est exposé au risque de fluctuation des niveaux de taux d'intérêt et à des revenus incertains.

(xi) Titres Structurés

Un investissement dans des Titres, tels que certains Titres Indexés sur CMS, Titres à Taux Variable Inverse ou Titres à Taux CMS Inverse, dont l'intérêt est déterminé par référence à une ou plusieurs valeurs de taux d'intérêt ou formules, soit directement, soit inversement, peut comporter des risques significatifs non associés à des investissements similaires dans des titres de créance conventionnels.

(xii) Les Titres émis en dessous du pair ou assortis d'une prime d'émission

La valeur de marché des titres émis en dessous du pair ou assortis d'une prime d'émission a tendance à être plus sensible aux fluctuations relatives aux variations des taux d'intérêt que les titres portant intérêt classiques.

- Les risques généraux liés aux Titres incluant

(i) Un remboursement anticipé de l'Émetteur, si les Conditions Définitives

le prévoient, pourrait réduire considérablement le rendement attendu par les Porteurs de Titres.

(ii) Modification des Modalités applicables aux Titres

Les Modalités permettent dans certains cas de contraindre tous les Porteurs de Titres y compris ceux qui n'auraient pas participé ou voté à l'Assemblée Générale ou ceux qui auraient voté dans un sens contraire à celui de la majorité.

(iii) Modifications de la législation

Les Modalités des Titres sont fondées sur le droit français en vigueur à la date du présent Prospectus de Base. Il n'est pas garanti qu'une décision de justice ou qu'une modification des lois ou de la pratique administrative en vigueur après la date du présent Prospectus de Base ne puisse avoir un impact sur les Titres.

(iv) L'Émetteur n'est soumis à aucune restriction d'émettre d'autres obligations de même rang que les Titres Senior

(v) Absence ou Cas d'Exigibilité Anticipée limitée

Les porteurs de Titres Senior Préférés ne peuvent demander le remboursement de leurs Titres Senior Préférés que dans un nombre limité de cas. En aucun cas les porteurs de Titres Senior Non-Préférés et de Titres Subordonnés ne pourront avancer la date d'échéance de leurs Titres Senior Non-Préférés et de leurs Titres Subordonnés, sauf en cas de liquidation de l'Émetteur.

(vi) Fiscalité

Les acquéreurs et les vendeurs potentiels de Titres doivent tenir compte du fait qu'ils pourraient devoir payer des impôts ou autres taxes ou droits selon la loi ou les pratiques en vigueur dans les pays où les Titres seront transférés ou dans d'autres juridictions.

(vii) Proposition de taxe sur les transactions financières

Le 14 février 2013, la Commission européenne a publié une proposition de directive relative à une taxe commune sur les transactions financières en Belgique, Allemagne, Estonie, Grèce, Espagne, France, Italie, Autriche, Portugal, Slovaquie et Slovaquie. En mars 2016, l'Estonie a déclaré officiellement de ne plus faire partie des Etats Membres Participants.

(viii) Droit français des procédures collectives

Les droits des Porteurs de Titres peuvent être limités par les dispositions impératives du droit français des procédures collectives.

(ix) Le paquet CRD IV et les nouvelles exigences en matière de fonds propres

La mise en œuvre de CRD IV a continué et continuera à apporter un certain nombre de changements significatifs aux exigences actuelles en matière de capital, de surveillance prudentielle et de systèmes de gestion des risques, y compris ceux de l'Émetteur. En outre, la mise en œuvre du paquet CRD IV pourrait impacter la pondération des Titres à l'égard de certains investisseurs dans la mesure où ces investisseurs sont soumis aux nouvelles règles résultant de la mise en œuvre du package CRD IV.

(x) les Titres peuvent être soumis à une dépréciation forcée ou à une conversion si l'Émetteur fait l'objet d'une procédure de résolution

Les pouvoirs conférés aux autorités compétentes dans le cadre de la DRRB et du Règlement SRM ont un impact sur la manière dont les établissements de crédit et les entreprises d'investissement sont gérés ainsi que, dans certaines circonstances, sur les droits des créanciers. En particulier, après transposition complète de la DRRB et application du Règlement SRM, les Porteurs de Titres pourront être soumis aux mesures de réduction, annulation ou conversion de leurs droits qui peuvent entraîner pour ces derniers une perte partielle ou totale de leur investissement. L'exercice par les autorités compétentes de l'un quelconque des pouvoirs qui leur sont conférés en application de la DRRB et

du Règlement SRM ou toute intention d'exercer l'un de ces pouvoirs peut ainsi affecter de manière défavorable les droits des Porteurs de Titres, le prix ou la valeur d'un investissement dans les Titres et/ou la capacité de l'Émetteur à remplir ses obligations au titre des Titres.

- **Les risques liés au marché incluant**

(i) Absence de marché secondaire actif pour les Titres

Les Titres peuvent ne pas avoir de marché de négociation établi lors de leurs émissions et il est possible qu'un marché secondaire de ces Titres ne se développe jamais.

(ii) Les risques de taux de change et de contrôles des changes

L'Émetteur paiera le principal et les intérêts des Titres dans la devise prévue. Ceci présente certains risques de conversion des devises si les activités financières d'un investisseur sont effectuées principalement dans une monnaie ou une unité monétaire différente de la devise prévue.

(iii) Les notations de crédit

Les notations peuvent ne pas refléter l'effet potentiel de tous les risques liés aux facteurs structurels, de marché ou autres qui sont décrits dans ce chapitre et à tous les autres facteurs qui peuvent affecter la valeur des Titres. Une notation ne constitue pas une recommandation d'acheter, de vendre ou de détenir les Titres, et peut être révisée ou retirée par l'agence de notation à tout moment.

(iv) Des considérations juridiques d'investissement

L'activité d'investissement de certains investisseurs est soumise aux lois et réglementations sur les critères d'investissement, ou au contrôle de certaines autorités. Les institutions financières devraient consulter leurs conseils juridiques ou le régulateur approprié afin de déterminer le traitement approprié des Titres en application des règles prudentielles ou de toute autre règle similaire.

(v) Valeur de marché des Titres

La valeur de marché des Titres pourra être affectée par la qualité de crédit de l'Émetteur et/ou du Groupe et par d'autres facteurs additionnels, y compris, sans que cette liste soit exhaustive, l'intérêt du marché, les taux de rendement et d'intérêt sur le marché, la durée restante jusqu'à la date d'échéance, des facteurs économiques, financiers ou politiques en France ou ailleurs.

(vi) Les intérêts des Agents Placeurs.

Certains Agents Placeurs et leurs affiliés ont été impliqués, et peuvent à l'avenir être impliqués dans des opérations de banque commerciale ou d'investissement et, et peut exécuter des services pour l'Émetteur et ses affiliés dans le cours normal des affaires.

(vii) Les intérêts de l'Agent de Calcul

Un conflit d'intérêt peut surgir entre l'Émetteur et les Porteurs de Titres lorsque l'Émetteur ou une de ses filiales agit en tant qu'Agent de Calcul pour déterminer les montants payables à l'égard des Titres suivant les Conditions.

- **Les risques additionnels relatifs aux Titres Senior Non Préférés**

(i) les Titres Senior Non Préférés sont des instruments complexes qui pourraient ne pas convenir à certains investisseurs

(ii) les valeurs mobilières senior non préférées constituent un nouveau type d'instruments pour lesquels il n'existe aucun historique des transactions

(iii) les Titres Senior Non Préférés constituent des engagements senior non préférés et viennent à un rang inférieur à certains engagements

		<p>(iv) la qualification des Titres Senior Non Préférés en Instruments Éligibles au MREL est sujette à des incertitudes</p> <p>(v) les Titres Senior Non Préférés peuvent faire l'objet de substitution et modification sans le consentement des Porteurs de Titres</p> <p>(vi) l'Émetteur n'est soumis à aucune restriction d'émettre d'autres obligations de même rang ou de rang supérieur aux Titres Senior Non Préférés</p> <p>(vii) les termes des Titres Senior Non Préférés contiennent une renonciation à compensation</p> <p>(viii) les Titres Senior Non Préférés ne contiennent pas de cas de défaut</p> <p>(ix) les termes des Titres Senior Non Préférés contiennent des engagements très limités</p> <p>(x) les Titres Senior Non Préférés peuvent être remboursés en cas de survenance d'un Cas de Retenue à la Source, d'un Cas de Brutage ou d'un Cas d'Inéligibilité au MREL</p> <p>- Les risques additionnels relatifs aux Titres Subordonnés</p> <p>(i) Les Titres Subordonnés sont des instruments complexes qui pourraient ne pas convenir à certains investisseurs.</p> <p>(ii) Les obligations de l'Émetteur au titre des Titres Subordonnés ne sont pas garanties et sont subordonnées et auront un rang subordonné aux créanciers non subordonnés (y compris les déposants) de l'Émetteur et aux créanciers dans le cas d'autres obligations subordonnées venant, ou étant supposées venir, à un rang supérieur aux Titres Subordonnés.</p> <p>(iii) Les obligations de l'Émetteur au titre des Titres Subordonnés et les Coupons qui y sont attachés (le cas échéant), constituent des engagements subordonnés et non assortis de sûretés.</p> <p>(iv) Les termes des Titres Subordonnés contiennent une renonciation à compensation</p> <p>(v) Les Titres Subordonnés ne contiennent pas de cas de défaut.</p> <p>(vi) Les termes des Titres Subordonnés contiennent des engagements très limités</p> <p>(vii) Les Titres Subordonnés peuvent faire l'objet d'un remboursement au gré de l'Émetteur ou en cas de survenance d'un Événement Fiscal ou d'un Événement de Fonds Propres.</p>
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<i>Section E – Offre</i>		
E.2b	Raison de l'offre et Utilisation du produit de l'offre	[Le produit net de l'émission des Titres sera utilisé par l'Émetteur pour ses besoins généraux / Autre (<i>préciser</i>).]
E.3	Modalités et conditions de l'offre	<p>[Les Titres seront offerts au public en [●].]/[Aucune offre au public n'est faite ou envisagée.]</p> <p>Le montant total de l'[émission]/[offre] est [●]</p> <p>[Période d'Offre : Du [●] au [●]</p> <p>Prix de l'Offre : [Prix d'émission]/[●]</p> <p>Conditions auxquelles l'Offre est soumise : [●]</p> <p>Description du processus de souscription: [●]</p> <p>Détails concernant le montant minimum ou maximum de de souscription : [●]</p> <p>Modalités et date à laquelle les résultats de l'Offre seront annoncés au public : [●]</p>
E.4	Intérêt des personnes physiques ou morales pouvant influencer sensiblement sur l'émission/l'offre	[Sans objet, à la connaissance de l'Émetteur, aucune personne participant à l'émission n'y a d'intérêt significatif.]/[L'Agent Placeur percevra des commissions d'un montant de [●]% du montant en principal des Titres. A la connaissance de l'Émetteur, aucune autre personne participant à l'émission n'y a d'intérêt significatif.]. [●].
E.7	Dépenses facturées à l'investisseur par l'Émetteur ou l'offreur	[Les dépenses mises à la charge à l'investisseur sont estimées à [●]. / Sans objet, aucune dépense ne sera mise à la charge de l'investisseur.]

RISK FACTORS

The Issuer believes that the factors described below represent the principal risks inherent in investing in the Notes issued under the Programme. The Issuer believes that the following factors may affect its ability to fulfil its obligations under the Notes issued under the Programme. Most 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. The risk factors may relate to the Issuer or any of its subsidiaries.

The Issuer believes that the factors described below represent principal risks inherent in investing in Notes issued under the Programme. Investors must be aware that other risks and uncertainties which, on the date of this Base Prospectus, are not known of by the Issuer, or are considered not to be relevant, may have a significant impact on the Issuer, its activities, its financial condition and the Notes. Prospective investors should also read the detailed information set out elsewhere in this Base Prospectus (including any documents deemed to be incorporated by reference herein) and the Final Terms of the relevant Notes and make their own opinion about risk factors prior to making any investment decision. Investors should in particular conduct their own analysis and evaluation of the risks relating to the Issuer, its financial condition and the Notes.

The Issuer considers that the Notes shall only be purchased by investors which are (or are advised by) financial institutions or other professional investors who have sufficient knowledge and experience to appropriately evaluate the risks associated with the Notes.

Words and expressions defined elsewhere in this Base Prospectus shall have the same meanings when used below.

1. RISK FACTORS RELATING TO THE ISSUER AND ITS ACTIVITY

The Issuer is subject to several categories of risks inherent in banking activities, which include, *inter alia*, credit risks, market, liquidity and financing risks, as well as operational risks.

Investors are invited to read the detailed information on risk factors relating to the Issuer and its activity set out in the 2017 Registration Document (pages 183 to 219) and the Update of the 2017 Registration Document (pages 14 to 16) incorporated by reference herein (See "Documents Incorporated by Reference").

1.1. Implementation of the Crédit Mutuel Arkéa Group's unilateral disaffiliation from the Crédit Mutuel

Since late 2014, Crédit Mutuel Arkéa has been involved in a series of disputes with Confédération Nationale du Crédit Mutuel ("CNCM"), Crédit Mutuel's central body, relating primarily to potential conflicts of interest between the central body and one of its affiliates. These disputes mainly concern administrative, technical and financial supervision by CNCM and the use of the "Crédit Mutuel" name.

This situation led Crédit Mutuel Arkéa's Board of Directors, at its meeting of January 17, 2018, to authorise Crédit Mutuel Arkéa Group's senior management to take all actions enabling Crédit Mutuel Arkéa to become a cooperative and mutual banking group independent from the rest of Crédit Mutuel.

The directors of the local savings banks and the directors of Crédit Mutuel de Bretagne, Crédit Mutuel du Sud-Ouest and Crédit Mutuel Massif Central federations were requested to vote during the first half of 2018. At the conclusion of the consultation process initiated by the Crédit Mutuel Arkéa Group's local savings banks, and after the federations' Boards of Directors had met, the Crédit Mutuel Arkéa Group certified the results of the votes cast by the 307 local banks: 94.5% of the local savings banks voted in favor of Crédit Mutuel Arkéa's independence, which will thus become a cooperative and territorial group with mutualist values, independent from the rest of Crédit Mutuel. This historic inaugural vote, which binds all stakeholders, definitively marks the departure will of the Crédit Mutuel Arkéa Group from the Crédit Mutuel.

The Crédit Mutuel Arkéa Group will now begin operational implementation of its unilateral disaffiliation. At its meeting of June 29, 2018, Crédit Mutuel Arkéa's Board of Directors approved the planned organizational structure of the future independent group and called on the local savings banks to convey their opinion, starting in the fall of 2018, on the implementation of this structure. It was also decided that Crédit Mutuel Arkéa will do business under a name other than "Crédit Mutuel". Nevertheless, operational implementation of Crédit Mutuel Arkéa Group's unilateral disaffiliation must be approved by the local savings banks.

It is anticipated that, after the unilateral disaffiliation of the Crédit Mutuel Arkéa Group from the Crédit Mutuel, the local savings banks will become Local Cooperative Companies ("LCCs") and will retain their status as

cooperative companies with variable capital that, together with Arkéa (which will then become the "Arkéa Group"), will form a union of cooperatives, pursuant to Act 47-1775 of September 10, 1947 which created cooperative status (the "1947 Act"). The corporate purpose of the new LCCs will be refocused on their primary objective: to develop the cooperative shareholder base and facilitate access to banking and financial services. They will thus be responsible, in particular, for promoting cooperative and mutualist values and for advising cooperative shareholders and clients within their geographical purview.

To do so, all regulated financial activities of the local savings banks will be contributed or sold to Arkéa Group, which at the same time will open local branches within the banks. Moreover, under this new organization, all banking operations and investment services will thereafter be carried out by the Arkéa Group local branch opened on the LCCs' premises.

To perform their intermediation activities, the LCCs could, if necessary, opt for the status of banking transaction and payment services intermediaries, insurance intermediaries and/or tied agents of Arkéa Group for the provision of investment services.

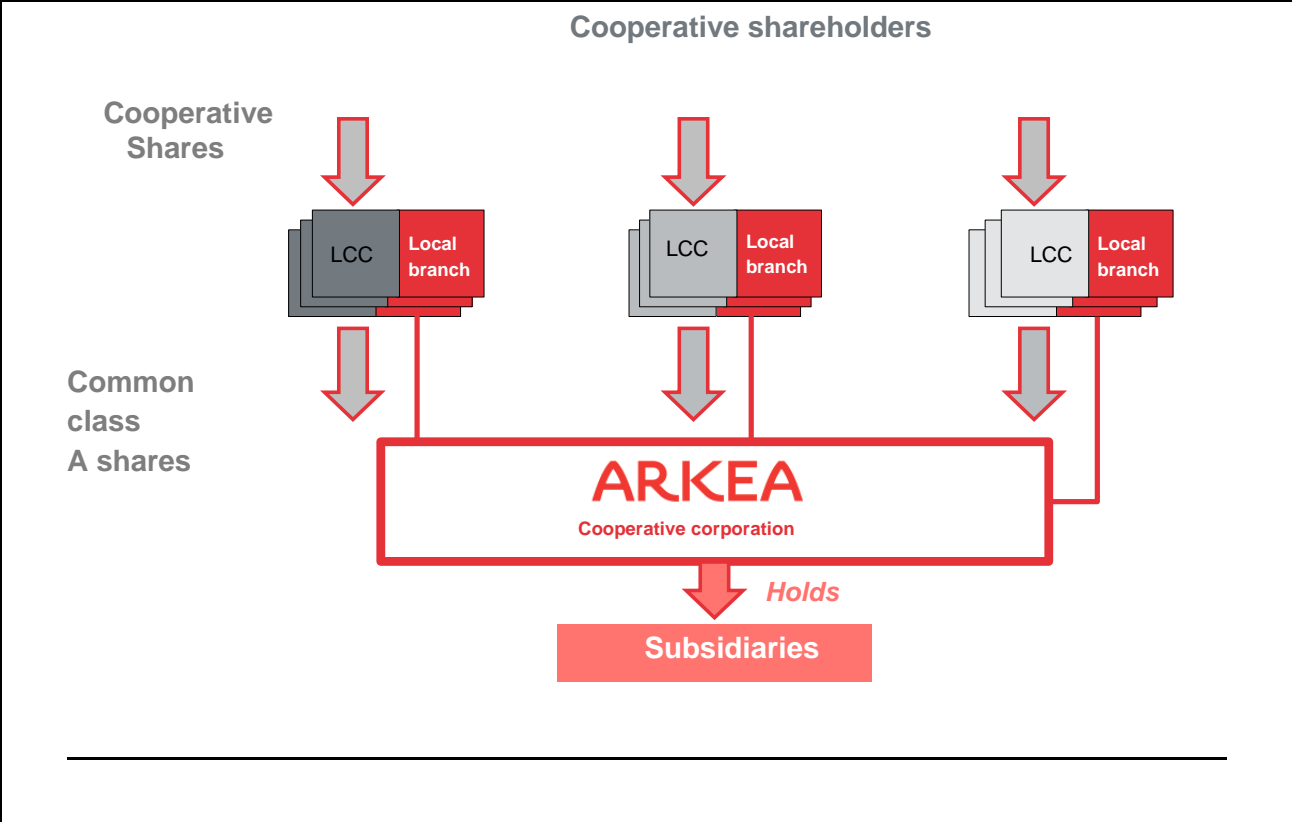
Each LCC could also advise the local branch of Arkéa Group with which it is affiliated for the purpose of providing appropriate banking and financial services to its cooperative shareholders.

In accordance with the 1947 Act, each cooperative shareholder could continue to take part in the LCCs' corporate procedures under the "one person, one vote" principle and run for a position on his/her LCC's board of directors. The LCCs will continue to be the sole holders of the class A common shares issued by Arkéa Group. In other words, Arkéa Group's governance would be rooted in the involvement and participation of each LCC.

In addition, an affiliation agreement between all LCCs and Arkéa Group will be entered into for a term of 99 years with the aim of implementing solidarity, mutual assistance and support mechanisms to further the achievement of the LCCs' primary mission, i.e., to promote access to banking and financial services for all.

Regional federations will be set up to structure the operation and governance of the LCCs.

Crédit Mutuel Arkéa Group's proposed organizational structure



1.2. Risk factors

There has been no significant change in risk factors from the situation described in the 2017 Registration Document, other than the risks related to the Crédit Mutuel Arkéa Group's unilateral disaffiliation from the Crédit Mutuel.

1.2.1. Risks due to the complexity of the situation and risks associated with the Crédit Mutuel Arkéa Group's disaffiliation from the Crédit Mutuel

The situation in relation to the Crédit Mutuel Arkéa Group's proposed disaffiliation from the Crédit Mutuel is unprecedented and particularly complex to achieve. Investors' attention is drawn to the complexity of the situation related to the Crédit Mutuel Arkéa Group's disaffiliation from the Crédit Mutuel and generates uncertainties and associated risks. In addition, any commercial stakes linked to the loss of the "Crédit Mutuel" brand and the adoption by Crédit Mutuel Arkéa of a name and commercial brands that do not include the terms "Crédit Mutuel" must be taken into consideration.

Prior making any investment decision, prospective investors should conduct an in-depth analysis of the unilateral disaffiliation project, the Crédit Mutuel Arkéa Group's planned organizational structure as described above and the related uncertainties and associated risks, as described below. In particular, investors should carefully consider all the information included in this Base Prospectus and, especially when making their investment decision, the risk factors related to the change in the organization of the main shareholders of cooperative shares and the risks related to the unilateral disaffiliation of Crédit Mutuel Arkéa's Group from the Crédit Mutuel listed in this Base Prospectus.

The disaffiliation of the Crédit Mutuel Arkéa Group will not change its status as a cooperative and territorial group with mutualist values. However, its disaffiliation from the Crédit Mutuel will engender consequences that may be difficult for investors to assess but that should be understood and analysed before making any investment decision. Due to its unprecedented situation, Crédit Mutuel Arkéa cannot guarantee that the project will be completed, that it will not be subject to major changes compared to what was originally planned or that new difficulties will not emerge during its implementation.

1.2.2. Risks in relation to local savings banks

- *Uncertainties about the possibility for the local savings banks to continue issuing cooperative shares by making public offerings and possible loss of the local savings banks' banking licenses*

As a result of the local savings banks' unilateral disaffiliation from the Crédit Mutuel they will cease to be covered by the group banking license granted pursuant to Article R. 511-3 of the French *Code monétaire et financier*, which could impact their ability to issue cooperative shares to the public in the future. Until now, public offerings of cooperative shares have been an essential source of financing for Crédit Mutuel Arkéa. The inability of local savings banks to continue making public offerings could have a major impact on its financial position if an alternative plan is not put in place. A share issue program is under discussion with the French Prudential Supervision and Resolution Authority ("**ACPR**") and the European Central Bank ("**ECB**"). There is no certainty that the proposed program will be accepted by the authorities.

Crédit Mutuel Arkéa's analysis of the implementation of Crédit Mutuel Arkéa Group's unilateral disaffiliation from the Crédit Mutuel has confirmed that the class A, B and C cooperative shares that have been issued by the local savings banks to date would not be affected.

The legal basis for early redemption of the class A, B and C cooperative shares is found in (i) the 1947 Act and (ii) Regulation (EU) No. 575/2013 of June 26, 2013 due to the capital nature of the cooperative shares. These laws do not provide for early redemption on the grounds of loss of the local savings banks' banking license or a change in their corporate purpose, provided they retain their cooperative status.

Moreover, the contractual terms of the class A, B and C cooperative shares do not provide for early redemption in the event the local savings banks that are converted into LCCs lose their banking license.

- *Risk associated with the future status of the local savings banks that voted against the proposed unilateral disaffiliation*

The local savings banks that voted against the unilateral disaffiliation from the Crédit Mutuel, or that choose not to take part in the vote, may decide not to join this new organization. They may opt to remain a part of Crédit

Mutuel, in an organizational structure yet to be defined by the Crédit Mutuel. However, the results of the vote on the Crédit Mutuel Arkéa Group's proposed independence are not necessarily an indication of the outcome of the local savings banks' future vote on the operational implementation of this unilateral disaffiliation from the Crédit Mutuel. Because each local savings bank's vote in the first half of 2018 was merely a straw poll, each local savings bank will be asked to vote on the Crédit Mutuel Arkéa Group's unilateral disaffiliation implementation.

Local savings banks that choose to vote against unilateral disaffiliation will have to join the Crédit Mutuel in order to be covered by a new group banking license. This new affiliation is not grounds for early redemption of the class A, B and C cooperative shares. However, these local savings banks will be repaid the value of the ordinary class A Crédit Mutuel Arkéa shares they hold.

More specifically, with respect to the local savings banks that are members of the Crédit Mutuel Massif Central federation, at the Crédit Mutuel Arkéa board of directors' meeting held on January 17, 2018, the Crédit Mutuel Arkéa Group requested the local savings banks of the Crédit Mutuel de Bretagne, Crédit Mutuel du Sud-Ouest and Crédit Mutuel Massif Central federations to initiate consultations on the Crédit Mutuel Arkéa Group's proposed independence. The board of directors of the Crédit Mutuel Massif Central federation opposed the principle of consulting the boards of directors of the local savings banks within its purview. Nevertheless, a consultation was initiated by six of the thirty local savings banks that are members of the Crédit Mutuel Massif Central federation.

- ***Risks associated with the final vote of the cooperative shareholders***

Operational implementation of Crédit Mutuel Arkéa Group's unilateral disaffiliation must be voted on and approved by the local savings banks' boards of directors. Local savings banks that vote in favor of disaffiliation from the Crédit Mutuel will be required to convene an extraordinary general shareholders' meeting to approve *inter alia* the relevant amendments to their articles of incorporation. The results of the straw poll on the Crédit Mutuel Arkéa Group's proposed independence plan are not necessarily an indication of the outcome of the local savings banks' future vote on the operational implementation of this unilateral disaffiliation from the Crédit Mutuel. There is no certainty as to the outcome of the local savings banks' future votes.

At this stage, there is no certainty as to how this situation may play out and/or when it will be resolved.

1.2.3. Risks in relation to Crédit Mutuel Arkéa

At the conclusion of the unilateral disaffiliation of the Crédit Mutuel Arkéa Group from the Crédit Mutuel, whose central body is the CNCM, the Arkéa Group will continue to be structured around Arkéa Group (currently Crédit Mutuel Arkéa), which will be licensed as a cooperative bank and directly supervised by the ACPR and the ECB.

- ***Risks associated with the approval of the supervisory authorities***

In accordance with the French *Code monétaire et financier*, at the time of Crédit Mutuel Arkéa's unilateral disaffiliation from the Crédit Mutuel, the CNCM, as its central body, should notify the ACPR of Crédit Mutuel Arkéa's unilateral disaffiliation.

Implementation of the proposed unilateral disaffiliation is subject to the approval of the ACPR and the ECB concerning the banking authorization of Crédit Mutuel Arkéa and the local savings banks attached to it, and these authorities will be required to make a decision thereon when the central body notifies the ACPR of each Crédit Mutuel Arkéa Group entity's loss of affiliate status in accordance with Article L. 511-31 of the French *Code monétaire et financier*. At this stage, discussions are under way with each of these authorities. However, there is no assurance that their approval will be obtained, and the time frame and conditions for obtaining such approval are uncertain. Changing Crédit Mutuel Arkéa's corporate name will also require the prior approval of these authorities.

- ***Risk associated with prudential calculations***

The Crédit Mutuel Arkéa Group's disaffiliation from the Crédit Mutuel may result in a change in the weighted risk calculation internal model, which may generate higher capital requirements, or may require a transition to a standard model.

As of December 31, 2017, credit risk was assessed on the basis of net risk exposure totaling €88 billion, of which:

- risk exposure totaling €58.3 billion was measured using an internal rating approach; and
- risk exposure totaling €29.7 billion was already measured using a standard approach.

Therefore, the disaffiliation from the Crédit Mutuel may lead to a review of the weighted risk assessment method for the €58 billion in risk exposure that is currently measured using an internal rating approach.

- ***Risks associated with compensation claims by the CNCM***

On June 19, 2018, the CNCM issued a press release in which it raised the possibility of claiming compensation from the Crédit Mutuel Arkéa Group on "the basis of the € 3.5 billion in accumulated reserves of Crédit Mutuel Arkéa and its local savings banks, for the retrocession to Crédit Mutuel of the pooling profit created the community of customers and cooperative shareholders" and compensation for the "losses caused, in particular as a result of the need to reestablish its network in the Southwest and Brittany." Crédit Mutuel Arkéa considers this communication to be misleading because it lacks any legal basis, either as regards the calculation bases mentioned or as regards the very principle of compensation. To the date of this Base Prospectus, the Crédit Mutuel Arkéa Group has not received any formal and substantiated demand. However, if such a demand is made, Crédit Mutuel Arkéa will dispute it.

- ***Risks associated with Crédit Mutuel Arkéa's governance***

At its meeting held on April 20, 2018, the CNCM's board of directors proposed new draft articles of incorporation for the CNCM that would enable it to expel key executives of the regional federations. In reaction thereto, Crédit Mutuel Arkéa's general shareholders' meeting held on May 16, 2018 adopted a resolution authorising Crédit Mutuel Arkéa's board of directors, its Chairman and the executives effectively running Crédit Mutuel Arkéa to decide to unilaterally disaffiliate from the CNCM in the event of hostile action. This exit would be carried out by exercising the right of withdrawal available to any member of a 1901 Act association such as the CNCM. These new provisions of the articles of incorporation were approved by CNCM's general shareholders' meeting held on May 31, 2018 and were then approved by the Economy and Finance Minister in a letter dated July 10, 2018.

- ***Litigation risks***

Implementation of the Crédit Mutuel Arkéa Group's unilateral disaffiliation from the Crédit Mutuel creates the risk that the CNCM may legally challenge the Crédit Mutuel Arkéa Group's unilateral disaffiliation.

Moreover, operational implementation of the Crédit Mutuel Arkéa Group's disaffiliation may generate litigation or various claims against Crédit Mutuel Arkéa by the Group's customers or counterparties, in particular due to the unprecedented nature of such disaffiliation.

- ***Risk associated with the loss of inter-federation solidarity***

Crédit Mutuel Arkéa will lose the benefit of the inter-federation solidarity mechanism if the Crédit Mutuel Arkéa Group becomes independent from Crédit Mutuel as described above. However, Crédit Mutuel Arkéa has its own solidarity mechanism which would function in the first instance.

An affiliation agreement between LCCs and Arkéa Group will be entered into for a term of 99 years with the aim of implementing solidarity, mutual assistance and support mechanisms to further the achievement of the LCCs' primary mission, i.e., to promote access to banking and financial services for all.

At this stage, there is no certainty as to how this situation may play out and/or when it will be resolved.

2. RISK FACTORS RELATING TO THE NOTES

The following paragraphs describe some of the risk factors that are material to the Notes in order to assess the market risk associated with these Notes. They do not describe all the risks of an investment in the Notes. Prospective investors should consult their own financial and legal advisers about risks associated with investment in a particular Series of Notes and the suitability of investing in the Notes in light of their particular circumstances.

2.1 The Notes may not be a suitable investment for all investors

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

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

Some Notes are complex financial instruments and such instruments may be purchased as a way to reduce risk or enhance yield with an understood, measured, appropriate addition of risk to their overall portfolios. A potential investor should not invest in Notes which are complex financial instruments unless it has the expertise (either alone or with a financial adviser) to evaluate how the Notes will perform under changing conditions, the resulting effects on the value of such Notes and the impact this investment will have on the potential investor's overall investment portfolio.

2.2 Risks related to the structure of a particular issue of Notes

A wide range of Notes may be issued under the Programme. A number of these Notes may have features which contain particular risks for potential investors. Set out below is a description of the most common such features:

Notes subject to optional redemption by the Issuer

An optional redemption feature of Notes is likely to limit their market value. During any period when the Issuer may elect to redeem Notes, the market value of such Notes generally will not rise substantially above the price at which they can be redeemed. This also may be true prior to any redemption period.

The Issuer may be expected to redeem Notes when its cost of borrowing is lower than the interest rate on the Notes. At those times, an investor generally would not be able to reinvest the redemption proceeds at an effective interest rate as high as the interest rate on the Notes being redeemed and may only be able to do so at a significantly lower rate. Potential investors should consider reinvestment risk in light of other investments available at that time.

Fixed Rate Notes

Investment in Notes which bear interest at a fixed rate involves the risk that subsequent changes in market interest rates may adversely affect the value of the relevant Tranche of Notes.

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

Holder of Notes should be aware that movements of the market interest rate can adversely affect the price of the Fixed Rate Note and can lead to losses if they sell Notes during the period in which the market interest rate exceeds the fixed rate of such Note.

Floating Rate Notes and CMS Linked Notes

Investment in Notes such as Floating Rate Notes and CMS Linked Notes which bear interest at a floating rate comprise, *inter alia*, (i) a reference rate and (ii) a margin or an applicable rate to be added or subtracted, as the

case may be, from such base rate. Typically, the relevant margin or the applicable rate, as the case maybe, will not change throughout the life of the Notes but there will be a periodic adjustment (as specified in the relevant Final Terms) of the reference rate (e.g., every three months or six months) which itself will change in accordance with general market conditions. Neither the current nor the historical value of the relevant interest rates should be taken as an indication of future performance of such interest rates during the term of any Notes. Accordingly, the market value of Floating Rate Notes and the CMS Linked Notes may be volatile if changes, particularly short term changes, to market interest rates evidenced by the relevant reference rate can only be reflected in the interest rate of these Notes upon the next periodic adjustment of the relevant reference rate.

Risk relating to Benchmarks Regulation and other reforms and to certain benchmark rates that may be administered differently or discontinued in the future, including LIBOR

Interest rates and indices which are deemed to be "benchmarks" (including EURIBOR, LIBOR and EUR CMS 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, to disappear entirely, or have other consequences which cannot be predicted. Any such consequence could have a material adverse effect on any Notes linked to or referencing such a "benchmark". Regulation (EU) 2016/1011 (the "**Benchmarks Regulation**") was published in the Official Journal of the EU on 29 June 2016 and applies since 1st January 2018. The Benchmarks Regulation applies to the provision of benchmarks, the contribution of input data to a benchmark and the use of a benchmark within the European Union. It will, among other things, (i) require benchmark administrators to be authorised or registered (or, if non-EU-based, to be subject to an equivalent regime or otherwise recognised or endorsed) and (ii) prevent certain uses by EU supervised entities of "benchmarks" of administrators that are not authorised or registered (or, if non-EU based, not deemed equivalent or recognised or endorsed).

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

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

Investors should consult their own independent advisers and make their own assessment about the potential risks imposed by the Benchmarks Regulation reforms in making any investment decision with respect to any Notes linked to or referencing a "benchmark".

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

Any of the above changes or any other consequential changes to benchmarks as a result of European Union, United Kingdom, or other international, national, or other proposals for reform or other initiatives or investigations, or any further uncertainty in relation to the timing and manner of implementation of such changes could have a material adverse effect on the trading market for, value of and return on the Notes.

If the Relevant Rate has been discontinued or an Administrator/Benchmark Event (as further described in Condition 5(c)(ii)(B)(d)) has occurred, the Rate of Interest on the affected Floating Rate Notes will be changed in ways that may be adverse to holders of such Floating Rate Notes, without any requirement that the consent of such holders be obtained.

Pursuant to the terms and conditions of any applicable Floating Rate Notes, if the Issuer in consultation with the Calculation Agent determines, acting in good faith and in a commercially reasonable manner, at any time that the screen rate that constitutes the Relevant Rate for such Notes has been discontinued, or the relevant Benchmark is materially modified, permanently discontinued or prohibited, or, in certain circumstances as more fully described in the Conditions of the Notes, the Benchmark or the sponsor thereof is not approved under applicable law or rejected, withdrawn or suspended by the relevant regulator, then the Issuer will be required to appoint a Relevant Rate Determination Agent (which may be (i) a leading bank or a broker-dealer in the Principal Financial Centre of the Specified Currency (which may include one of the Dealers involved in the issue of the Notes), (ii) an independent financial adviser, (iii) an affiliate of the Issuer and/or (iv) the Calculation Agent) who will determine a Replacement Relevant Rate, acting in good faith and in a commercially reasonable manner, as well as any necessary concomitant changes to the Business Day Convention, the definition of Business Day, the Interest Determination Date, the Day Count Fraction, and any method for obtaining the Replacement Relevant Rate, including any changes or adjustments necessary to make such Replacement Relevant Rate as comparable as possible to the previous Relevant Rate. Such Replacement Relevant Rate and any such other changes will (in the absence of manifest error) be final and binding on the Noteholders, the Issuer, the Calculation Agent, the Fiscal Agent and any other person and each Noteholder shall be deemed to have accepted the Replacement Relevant Rate and such related changes and adjustments which will thenceforth apply to the relevant Floating Rate Notes.

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

There can be no assurance that any change or adjustment applied to any Series of Floating Rate Notes will adequately compensate for this impact. Any such adjustment could have unexpected commercial consequences and there can be no assurance that, due to the particular circumstances of each Noteholder, any such adjustment will be favorable to each Noteholder. This could in turn impact the Rate of Interest on, and trading value of, the affected Floating Rate Notes. Moreover, any holders of such Notes that enter into hedging instruments based on the Relevant Rate may find their hedges to be ineffective, and they may incur costs in unwinding such hedges and replacing them with instruments tied to the Replacement Relevant Rate.

If the Relevant Rate Determination Agent is unable to determine an appropriate Replacement Relevant Rate for any Relevant Rate on or prior to the next following Interest Determination Date, then the provisions for the determination of the Rate of Interest on the affected Floating Rate Notes will not be changed. In such cases, the Conditions of the Notes provide that the Rate of Interest on such Notes will be calculated based on the last Relevant Rate observable on the Relevant Screen Page as determined by the Calculation Agent, effectively converting such Notes into fixed rate Notes. In such circumstances and a rising interest rate environment, holders of such Notes will, consequently, not benefit from any increase in rates. The trading value of such Notes could therefore be adversely affected.

Investors will not be able to calculate in advance their rate of return on the Fixed Rate Resetable Notes, the Floating Rate Notes and CMS Linked Notes

Interest income on the Fixed Rate Resetable Notes, the Floating Rate Notes and CMS Linked Notes cannot be anticipated. Due to varying interest income, investors are not able to determine a definite yield of Fixed Rate Resetable Notes, Floating Rate Notes or CMS Linked Notes at the time they purchase them, so that their return on investment cannot be compared with that of investments having fixed interest periods. Investors are exposed to reinvestment risk if market interest rates decline. That is, investors may reinvest the interest income paid to them only at the relevant lower interest rates then prevailing. In addition, the Issuer's ability to also issue fixed rate notes may affect the market value and the secondary market (if any) of the Fixed Rate Resetable Notes, the Floating Rate Notes or CMS Linked Notes (and *vice versa*).

Notes with a multiplier or other leverage factors caps, floors or a combination of those features

Notes with variable interest rates can be volatile investments. If they are structured to include multipliers or other leverage factors, or caps or floors, or any combination of those features or other similar related features, their market values may be even more volatile than those of securities that do not include those features. A leverage factor may be applied to certain Notes in order to determine the interest amount payable on such Notes. Such leverage factor will magnify any negative performance of any applicable underlying reference rate.

Fixed/Floating Rate Notes, Fixed/CMS Rate Notes, Floating/Fixed Rate Notes, CMS/Fixed Rate Notes, Fixed/Fixed Rate Notes and Floating/Floating Rate Notes

Fixed/Floating Rate Notes, Fixed/CMS Rate Notes, Floating/Fixed Rate Notes, CMS/Fixed Rate Notes may bear interest at a rate that the Issuer may elect to or which automatically upon the occurrence of certain events or one or more specified dates, convert from a fixed rate to a floating rate or other rate, or from a floating rate or other rate to a fixed rate. Fixed/Fixed Rate Notes and Floating/Floating Rate Notes may bear interest at a rate that the Issuer may elect to convert from a fixed rate to a different fixed rate or from a floating rate to a different floating rate. The Issuer's ability to convert the interest rate will affect the secondary market and the market value of such Notes since the Issuer may be expected to convert the rate when it is likely to produce a lower overall cost of borrowing. If the Issuer converts from a fixed rate to a floating rate or other rate, the spread on the Fixed/Floating Rate Notes may be less favourable than then prevailing spreads on comparable Floating Rate Notes tied to the same reference rate. In addition, the new floating rate or other rate at any time may be lower than the rates on other Notes. If the Issuer converts from a floating rate or other rate to a fixed rate, the fixed rate may be lower than then prevailing rates on its Notes.

Range Accrual Notes

Notes may also be issued by the Issuer as "Range Accrual Notes" where the interest in respect of such Notes will be conditional upon one applicable rate being equal to, greater than and/or less than certain predetermined levels on one or more periods as set out in the relevant Final Terms and calculated by reference to the formula specified in the Conditions of the Notes. In the event that such conditionality is not satisfied in respect of one or more dates falling within any interest accrual period or other specified period, no interest may be payable in respect of such interest accrual period or interest will only be paid in respect only of those days in the interest accrual period on which such conditionality has been satisfied.

Inverse Floating Rate Notes/Inverse CMS Rate Notes

Inverse Floating Rate Notes and Inverse CMS Rate Notes have an interest rate equal to a fixed rate minus a rate based upon a reference rate (EURIBOR, LIBOR or EUR CMS). The market values of such Notes typically are more volatile than market values of other conventional floating rate debt securities based on the same reference rate (and with otherwise comparable terms). Inverse Floating Rate Notes and Inverse CMS Rate Notes are more volatile because an increase in the reference rate not only decreases the interest rate of such Notes, but may also reflect an increase in prevailing interest rates, which further adversely affects the market value of these Notes.

Fixed Rate Resettable Notes

A holder of Fixed Rate Resettable Notes with a fixed interest rate that will be periodically reset during the term of the relevant securities is exposed to the risk of fluctuating interest rate levels and uncertain interest income. Such Notes have reset provisions pursuant to which the Notes will, in respect of an initial period, bear interest at an initial fixed rate of interest specified in the applicable Final Terms. Thereafter, the fixed rate of interest will be reset on one or more date(s) as specified in the relevant Final Terms by reference to a mid-market swap rate for the relevant Specified Currency, and for a period equal to the Reset Period, as adjusted for any applicable margin, in each case as may be specified in the relevant Final Terms.

Structured Notes

An investment in Notes, such as certain CMS Linked Notes, Inverse Floating Rate Notes or Inverse CMS Rate Notes, the interest on which is determined by reference to one or more values of interest rates or formulae, either directly or inversely, may entail significant risks not associated with similar investments in a conventional debt security, including the risks that the resulting interest rate will be less than that payable on a conventional debt security at the same time. Neither the current nor the historical value of the relevant interest rates or formulae should be taken as an indication of future performance interest rates or other indices or formulae during the term of any Notes.

Notes issued at a substantial discount or premium

The market values of securities issued at a substantial discount or premium from their principal amount tend to fluctuate more in relation to general changes in interest rates than do prices for conventional interest-bearing securities. Generally, the longer the remaining term of the securities, the greater the price volatility as compared to conventional interest-bearing securities with comparable maturities.

2.3 Risks related to Notes generally

Set out below is a description of certain risks relating to the Notes generally:

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

The Final Terms for a particular issue of Notes may provide for early redemption at the option of the Issuer, subject, (i) in the case of Subordinated Notes, to the provisions of Condition 6(j) (*Additional conditions to redemption and purchase of Subordinated Notes prior to Maturity Date*) or (ii) in the case of Senior Non-Preferred Notes, to such redemption being permitted by the MREL Regulations and the prior approval of the Relevant Regulator and/or the Relevant Resolution Authority, if required. Such right of termination is often provided for bonds or notes in periods of high interest rates. If the market interest rates decrease, the risk to Noteholders that the Issuer will exercise its right of termination increases. As a consequence, the yields received upon redemption may be lower than expected, and the redeemed face amount of the Notes may be lower than the purchase price for the Notes paid by the Noteholder. As a consequence, part of the capital invested by the Noteholder may be lost, so that the Noteholder in such case would not receive the total amount of the capital invested. In addition, investors that choose to reinvest monies they receive through an early redemption may be able to do so only in securities with a lower yield than the redeemed Notes. See Risk factors 2.5 (*Additional Risks relating to Senior Non-Preferred Notes*) and 2.6 (*Additional Risks relating to Subordinated Notes*) for further information.

Modification of the Conditions

The Noteholders will, in respect of all Tranches in any Series, be grouped automatically for the defence of their common interests in a *masse*, as defined in Condition 12 (*Representation of Noteholders*), and matters affecting their interests are generally adopted either through a General Meeting or by unanimous consent following a written consultation. The Conditions permit in certain cases 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 including any proposal, whether for arbitration or settlement, relating to rights in controversy or which were the subject of judicial decisions, as more fully described in Condition 12 (*Representation of Noteholders*).

Change of law

The Conditions of the Notes are based on French law in effect as at the date of this Base Prospectus. No assurance can be given as to the impact of any possible judicial decision or change to French law or administrative practice after the date of this Base Prospectus.

The Issuer is not prohibited from issuing further debt, which may rank pari passu with the Senior Notes

The Conditions of the Senior Notes place no restriction on the amount of debt that the Issuer may issue that ranks *pari passu* with the Senior Notes. The issue of any such debt or securities may reduce the amount recoverable by holders upon liquidation of the Issuer.

Limited, or absence of, events of default

The holder of any Senior Preferred Note may only give notice that such Senior Preferred Note is immediately due and repayable in a limited number of events.

The Senior Non-Preferred Notes and Subordinated Notes do not contain any events of default. In no event will holders of the Senior Non-Preferred Notes or Subordinated Notes be able to accelerate the maturity of their Senior Non-Preferred Notes or Subordinated Notes. Accordingly, if the Issuer fails to meet any obligations under the Senior Non-Preferred Notes or Subordinated Notes, investors will not have the right of acceleration of principal. Upon a payment default, the sole remedy available to holders of Senior Non-Preferred Notes or Subordinated Notes for recovery of amounts owing in respect of any payment of principal or interest on the Senior Non-Preferred Notes or the Subordinated Notes will be the institution of proceedings to enforce such payment. Notwithstanding the foregoing, the Issuer will not, by virtue of the institution of any such proceedings, be obliged to pay any sum or sums sooner than the same would otherwise have been payable by it. See Condition 10 (*Events of Default*) for further information.

Taxation

Potential purchasers and sellers of the Notes should be aware that they may be required to pay taxes or other documentary charges or duties in accordance with the laws and practices of the country where the Notes are transferred or other jurisdictions. 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 not to rely upon the tax summary contained in this Base Prospectus but to ask for their own tax adviser's advice on their individual taxation with respect to the acquisition, sale and redemption of the Notes. Only these advisors are 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 Base Prospectus and in the additional tax sections, if any, contained in any relevant supplement to the Base Prospectus.

The proposed financial transactions tax

On 14 February 2013, the European Commission has published a proposal for a directive for a common financial transaction tax (the "**FTT**") in Belgium, Germany, Estonia, Greece, Spain, France, Italy, Austria, Portugal, Slovenia and Slovakia (the "**Participating Member States**"). In March 2016, Estonia officially indicated that it will no longer be a Participating Member State.

The proposed FTT has a very broad scope, and could, if introduced in its current draft form, apply to certain dealings in the Notes (including secondary market transactions) in certain circumstances. Under the Commission proposal, the FTT could apply to persons both within and outside of the Participating Member States. Generally, it would apply to certain dealings in the Notes where at least one party is a financial institution established in a Participating Member State, and at least one party is established in a Participating Member State. A financial institution may be, or be deemed to be, "established" in a Participating Member State in a broad range of circumstances, including (a) by transacting with a person established in a Participating Member State or (b) where the financial instrument which is subject to the dealings is issued in a Participating Member State.

The FTT shall, however, not apply to (*inter alia*) primary market transactions referred to in Article 5 (c) of Regulation (EC) No. 1287/2006, including the activity of underwriting and subsequent allocation of financial instruments in the framework of their issue.

The FTT proposal remains subject to discussions between the Participating Member States. It may therefore be altered prior to any implementation, the timing of which remains unclear. Additional Member States may decide to participate and/or Participating Member States may decide to withdraw.

Prospective Holders of the Notes are advised to seek their own professional advice in relation to the FTT.

French Insolvency Law

Subject to the provisions of the relevant Final Terms, Noteholders will, in respect of all Tranches in any Series, be grouped automatically for the defence of their common interests in a *Masse*, as defined in Condition 12 (*Representation of Noteholders*). However, under French insolvency law, holders of debt securities are automatically grouped into a single assembly of holders (the "**Assembly**") in order to defend their common interests if a safeguard procedure (*procédure de sauvegarde*), accelerated preservation (*procédure de sauvegarde accélérée*), an accelerated financial safeguard procedure (*procédure de sauvegarde financière accélérée*) or a judicial reorganisation procedure (*procédure de redressement judiciaire*) is opened in France with respect to the Issuer.

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

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

- increase the liabilities (*charges*) of holders of debt securities (including the Noteholders) by rescheduling payments which are due and/or partially or totally writing-off debts;

- establish an unequal treatment between holders of debt securities (including the Noteholders) as appropriate under the circumstances; and/or
- decide to convert debt securities (including the Notes) into securities that give or may give right to share capital.

Decisions of the Assembly will be taken by a two-third (2/3) majority (calculated as a proportion of the amount of debt securities held by the holders who have cast a vote at such Assembly). No quorum is required to convoke of the Assembly.

For the avoidance of doubt, the provisions relating to the Representation of the Noteholders described in the Conditions of the Notes set out in this Base Prospectus and, if applicable, the relevant Final Terms will only be applicable with respect to the Assembly to the extent they do not conflict with compulsory insolvency law provisions that apply in these circumstances.

CRD IV package and new capital requirements

The framework of the Basel Committee for Banking Supervision has been implemented under EU legislation through the "CRD IV package" which consists of the Capital Requirements Directive no. 2013/36/EU dated 26 June 2013 ("**CRD IV**") and the Capital Requirements Regulation no. 575/2013 dated 26 June 2013 ("**CRR**"). A number of requirements arising from the CRD IV package was implemented under French law by the Banking Law, as amended, in particular by the *Ordonnance* (as defined below). The implementation of the CRD IV package was finalized under French law by *Ordonnance* no. 2014-158 dated 20 February 2014 at the legislative level and by several *décrets* and *arrêtés* dated 3 November 2014.

The implementation of CRD IV package has and will continue to bring about a number of substantial changes to the current capital requirements, prudential oversight and risk-management systems, including those of the Issuer. The direction and the magnitude of the impact of CRD IV package will depend on the particular asset structure of each bank and its precise impact on the Issuer cannot be quantified with certainty at this time. The Issuer may operate its business in ways that are less profitable than its present operation in complying with the new guidelines resulting from the transposition and application of the CRD IV package.

In addition, the implementation of CRD IV package could affect the risk weighting of the Notes in respect of certain investors to the extent that those investors are subject to guidelines resulting from the implementation of the CRD IV package. On November 2016, the European Commission issued several legislative proposals proposing to amend a number of key EU banking directives and regulations, including CRD IV package, BRRD and the SRM Regulation, the purpose of which is *inter alia* to reflect more accurately long-term funding risk and excessive leverage, increase the loss-absorption capacity of globally significant institutions, improve the treatment of market risks by increasing the risk sensitivity of the existing rules and increase convergence within the European Union in the area of insolvency law and restructuring proceedings, particularly through the introduction of a moratorium tool. These proposals remain subject to amendments by the Parliament and the Council and are scheduled to be adopted in 2019. It is not yet possible to assess the full impact of these proposals. Accordingly, recipients of this Base Prospectus should consult their own advisers as to the consequences and effects the implementation of the CRD IV package could have on them.

The Notes may be subject to mandatory write-down or conversion to equity if the Issuer becomes subject to a resolution procedure

The Directive 2014/59/EU of the European Parliament and of the Council establishing a framework for the recovery and resolution of credit institutions and investment firms dated 15 May 2014 (the "**Bank Recovery and Resolution Directive**" or "**BRRD**") entered into force on 2 July 2014. The BRRD provides authorities with a credible set of tools to intervene sufficiently early and quickly in an unsound or failing institution so as to ensure the continuity of the institution's critical financial and economic functions, while minimising the impact of an institution's failure on the economy and financial system. The BRRD was implemented in France by the *Ordonnance portant diverses dispositions d'adaptation de la législation au droit de l'Union européenne en matière financière* dated 20 August 2015 (the "*Ordonnance*") which has amended and supplemented the banking law dated 26 July 2013 regarding the separation and the regulation of banking activities (*loi de séparation et de régulation des activités bancaires* (the "**Banking Law**"). In addition, the Decree No.2015-1160 dated 17 September 2015 (*décret n°2015-1160 du 17 septembre 2015 portant diverses dispositions d'adaptation au droit de l'Union européenne en matière financière*) and three Ministerial Orders of 11 September 2015 transposing the provisions of the *Ordonnance* on (i) the recovery plan, (ii) the resolution plan and (iii) the criterion to assess the solvency of an institution or a group have been published on 20 September 2015, mainly to transpose the BRRD in France. The *Ordonnance* has been ratified by law No. 2016-1691 dated 9 December 2016 (*Loi n°2016-1691 du*

9 décembre 2016 relative à la transparence, à la lutte contre la corruption et à la modernisation de la vie économique) which also incorporates provisions which clarify the implementation of the BRRD in France.

Under the *Ordonnance*, the *Autorité de contrôle prudentiel et de résolution* (the "**ACPR**") or the single resolution board (the "**Single Resolution Board**") established by Regulation (EU) No 806/2014 of the European Parliament and of the Council of 15 July 2014 establishing uniform rules and a uniform procedure for the resolution of credit institutions and certain investment firms in the framework of a single resolution mechanism and a single resolution fund and amending Regulation (EU) No 1093/2010 (as amended from time to time, "**SRM Regulation**") (each of the ACPR, the Single Resolution Board, and any other authority entitled to exercise or participate in the exercise of any Bail-in Tool (as defined below) from time to time (including the Council of the European Union and the European Commission when acting pursuant to Article 18 of SRM Regulation), is hereinafter referred to as a "**Relevant Resolution Authority**") may commence resolution proceedings in respect of an institution such as the Issuer when the Relevant Resolution Authority determines that:

- the institution is failing or likely to fail;
- there is no reasonable prospect that another action will prevent the failure within a reasonable time; and
- a resolution measure is required, and a liquidation procedure would fail, to achieve the objectives of the resolution: (i) to ensure the continuity of critical functions, (ii) to avoid a significant adverse effect on the financial system, (iii) to protect public funds by minimizing reliance on extraordinary public financial support, and (iv) to protect client funds and assets, and in particular those of depositors.

Failure of an institution means that it does not respect requirements for continuing authorisation, it is unable to pay its debts or other liabilities when they fall due, it requires extraordinary public financial support (subject to limited exceptions), or the value of its liabilities exceeds the value of its assets.

After resolution proceedings are initiated, the Relevant Resolution Authority may use one or more of several resolution tools with a view to recapitalizing or restoring the viability of the institution, as described below.

French law also provides for certain safeguards when certain resolution tools and measures are implemented including the "no creditor worse off than under normal insolvency proceedings" principle, whereby creditors of the institution under resolution should not incur greater losses than they would have incurred had the institution been wound up under a liquidation proceeding.

Bail-in Tool

Once a resolution procedure is initiated, the powers provided to the Relevant Resolution Authority include bail-in tools (the "**Bail-in Tool**"), meaning the power to write down eligible liabilities of a credit institution in resolution, or to convert them to equity securities or other instruments. Eligible liabilities include subordinated debt instruments not qualifying as capital instruments (such as the Subordinated Notes), senior unsecured debt instruments (such as the Senior Preferred Notes and the Senior Non-Preferred Notes) and other liabilities that are not excluded from the scope of the Bail-in Tool pursuant to the BRRD, such as non-covered deposits or financial instruments that are not secured or used for hedging purposes.

The Bail-in Tool may also be applied to any liabilities that are capital instruments and that remain outstanding at the time the Bail-in Tool is applied. Before the Relevant Resolution Authority may exercise the Bail-in Tool in respect of eligible liabilities, capital instruments must first be written down or converted to equity or other instruments, in the following order of priority:

- (i) common equity tier 1 instruments are to be written down first,
- (ii) other capital instruments (additional tier 1 instruments) are to be written down or converted into common equity tier 1 instruments, and
- (iii) tier 2 capital instruments (such as the Subordinated Notes) are to be written down or converted into common equity tier 1 instruments.

Once this has occurred, the Bail-in Tool may be used to write down or convert eligible liabilities as follows:

- (i) subordinated debt instruments other than capital instruments are to be written down or converted into common equity tier 1 instruments in accordance with the hierarchy of claims in normal insolvency proceedings, and

- (ii) other eligible liabilities (including senior debt instruments) are to be written down or converted into common equity tier 1 instruments, in accordance with the hierarchy of claims in normal insolvency proceedings (under such hierarchy, the Senior Non-Preferred Notes would be written down or converted before Senior Preferred Notes).

Instruments of the same ranking are generally written down or converted to equity on a *pro rata* basis.

As a result of the foregoing, even if Notes qualifying as tier 2 instruments are not fully written down or converted prior to the opening of a resolution procedure, if the Relevant Resolution Authority decides to implement the Bail-in Tool as part of the implementation of such resolution procedure, the principal amount of such tier 2 instruments must first be fully written down or converted to equity. In addition, common equity Tier 1 instruments into which tier 2 instruments were previously converted would also be subject to write-down prior to the application of the Bail-in Tool.

The exercise of the Bail-in Tool by Relevant Resolution Authorities could result in the partial or write-down or conversion into equity securities or other instruments of the Notes. In addition, if the Issuer's financial condition, or that of any member of the MREL Group (as defined in the "*Terms and Conditions of the Notes*") deteriorates or is perceived to deteriorate, the existence of these powers could cause the market value of the Notes to decline more rapidly than would be the case in the absence of such powers.

Other resolution measures

In addition to the Bail-in Tool, the Relevant Resolution Authority is provided with broad powers to implement other resolution measures with respect to failing institutions or, under certain circumstances, their groups, which may include (without limitation): the total or partial sale of the institution's business to a third party or a bridge institution, the separation of assets, the replacement or substitution of the institution as obligor in respect of debt instruments, modifications to the terms of debt instruments (including altering the maturity and/or the amount of interest payable and/or imposing a temporary suspension on payments), discontinuing the listing and admission to trading of financial instruments, the dismissal of managers or the appointment of a temporary administrator (*administrateur spécial*) and the issuance of new equity or own funds.

Limitation on Enforcement

Article 68 of BRRD, as transposed in France in Articles L. 613-45-1 and L. 613-50-4 of the French *Code monétaire et financier*, provides that certain crisis prevention measures and crisis management measures, including the opening of a resolution proceeding in respect of the Issuer, may not by themselves give rise to a contractual enforcement right against the Issuer or the right to modify the Issuer's obligations, so long as the Issuer continues to meet its payment obligations. Accordingly, if a resolution proceeding is opened in respect of the Issuer, holders of the Notes will not have the right to declare an event of default, to accelerate the maturity of the Notes, to modify the terms of the Notes or to exercise other enforcement rights in respect of the Notes so long as the Issuer continues to meet its payment obligations.

2.4 Risks related to the market generally

Set out below is a brief description of the principal market risks, including liquidity risk, exchange rate risk, interest rate risk and credit risk:

The secondary market generally

Notes may have no established trading market when issued, and one may never develop. If a market does develop, it may not be liquid. Therefore, investors may not be able to sell their Notes easily or at prices that will provide them with a yield comparable to similar investments that have a developed secondary market. This is particularly the case for Notes that are especially sensitive to interest rate, currency or market risks, are designed for specific investment objectives or strategies or have been structured to meet the investment requirements of limited categories of investors. These types of Notes generally would have a more limited secondary market and more price volatility than conventional debt securities. Illiquidity may have an adverse effect on the market value of Notes.

Exchange rate risks and exchange controls

The Issuer will pay principal and interest on the Notes in the Specified Currency. This presents certain risks relating to currency conversions if an investor's financial activities are denominated principally in a currency or

currency unit (the "**Investor's Currency**") other than the Specified Currency. These include the risk that exchange rates may significantly change (including changes due to devaluation of the Specified Currency or revaluation of the Investor's Currency) and the risk that authorities with jurisdiction over the Investor's Currency may impose or modify exchange controls. An appreciation in the value of the Investor's Currency relative to the Specified Currency would decrease (1) the Investor's Currency-equivalent yield on the Notes, (2) the Investor's Currency-equivalent value of the principal payable on the Notes and (3) the Investor's Currency-equivalent market value of the Notes.

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

Credit ratings may not reflect all risks

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

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

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) Notes are legal investments for it, (2) 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 advisors or the appropriate regulators to determine the appropriate treatment of Notes under any applicable risk-based capital or similar rules. Neither the Issuer, the Permanent Dealers nor any of their respective affiliates has or assumes responsibility for the lawfulness of the acquisition of the Notes by a prospective investor of the Notes, whether under the laws of the jurisdiction of its incorporation or the jurisdiction in which it operates (if different), or for compliance by that prospective investor with any law, regulation or regulatory policy applicable to it.

Market value of the Notes

The market value of the Notes will be affected by the creditworthiness of the Issuer and/or that of the Group and a number of additional factors, including, but not limited to, market interest, yield and rates and the time remaining to the maturity date.

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

Interests of the Dealers

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

In addition, in the ordinary course of their business activities, the Dealers and their affiliates may make or hold a broad array of investments and actively trade debt and equity securities (or related derivative securities) and

financial instruments (including bank loans) for their own account and for the accounts of their customers. Such investments and securities activities may involve securities and/or instruments of the Issuer or Issuer's affiliates. Certain of the Dealers or their affiliates that have a lending relationship with the Issuer routinely hedge their credit exposure to the Issuer consistent with their customary risk management policies.

Typically, such Dealers and their affiliates would hedge such exposure by entering into transactions which consist of either the purchase of credit default swaps or the creation of short positions in securities, including potentially the Notes issued under the Programme. Any such short positions could adversely affect future trading prices of Notes issued under the Programme.

The Dealers and their affiliates may also make investment recommendations and/or publish or express independent research views in respect of such securities or financial instruments and may hold, or recommend to clients that they acquire, long and/or short positions in such securities and instruments.

Potential conflicts of interest

Where the Issuer acts as Calculation Agent or the Calculation Agent is an affiliate of the Issuer, conflicts of interest may exist between the Calculation Agent and Noteholders, including with respect to certain determinations and judgments that the Calculation Agent may make pursuant to the Conditions that may influence any amount payable under the Notes.

The Issuer may appoint a Dealer as Calculation Agent in respect of an issuance of Notes under the Programme. In such a case the Calculation Agent is likely to be a member of an international financial group that is involved, in the ordinary course of its business, in a wide range of banking activities out of which conflicting interests may arise. Whilst such a Calculation Agent will, where relevant, have information barriers and procedures in place to manage conflicts of interest, it may in its other banking activities from time to time be engaged in transactions involving an index or related derivatives which may affect amounts receivable by Noteholders during the term and on the maturity of the Notes or the market price, liquidity or value of the Notes and which could be deemed to be adverse to the interests of the Noteholders.

2.5 Additional Risks relating to Senior Non-Preferred Notes

Senior Non-Preferred Notes are complex instruments that may not be suitable for certain investors.

Senior Non-Preferred Notes are complex financial instruments and may not be a suitable investment for all investors. Each potential investor in such Senior Non-Preferred Notes should determine the suitability of such investment in light of its own circumstances and have sufficient financial resources and liquidity to bear the risks of an investment in the Senior Non-Preferred Notes, including the possibility that the entire principal amount of the Senior Non-Preferred Notes could be lost. A potential investor should not invest in the Senior Non-Preferred Notes unless it has the knowledge and expertise (either alone or with a financial advisor) to evaluate how the Senior Non-Preferred Notes will perform under changing conditions, the resulting effects on the market value of the Senior Non-Preferred Notes, and the impact of this investment on the potential investor's overall investment portfolio.

Senior non-preferred securities are new types of instruments for which there is not a long trading history

Prior to the entry into force of the Senior Non-Preferred Law (as defined below) on 11 December 2016, French issuers were not able to issue securities with a senior non-preferred ranking. Accordingly, there is not a long trading history for securities of French banks with this ranking. Market participants, including credit rating agencies, are in the initial stages of evaluating the risks associated with senior non-preferred obligations. The credit ratings assigned to senior non-preferred securities such as the Senior Non-Preferred Notes may change as the rating agencies refine their approaches, and the value of such securities may be particularly volatile as the market becomes more familiar with them. It is possible that, over time, the credit ratings and value of senior non-preferred securities such as the Senior Non-Preferred Notes will be lower than those expected by investors at the time of issuance of the Senior Non-Preferred Notes. If so, investors may incur losses in respect of their investments in the Senior Non-Preferred Notes.

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

The Issuer's obligations under the Senior Non-Preferred Notes constitute senior non-preferred obligations within the meaning of Article L. 613-30-3 I 4° of the French *Code monétaire et financier* (the "**Senior Non-Preferred Law**"). While the Senior Non-Preferred Notes by their terms are expressed to be direct, unconditional, unsecured

and senior (*chirographaires*) obligations of the Issuer, they nonetheless rank junior in priority of payment to senior preferred obligations of the Issuer. The Issuer's senior preferred obligations include all of its deposit obligations, its obligations in respect of derivatives and other financial contracts, its unsubordinated debt securities outstanding as of the date of the entry into force of the Senior Non-Preferred Law and all unsubordinated or senior debt securities issued thereafter that are not expressed to be senior non-preferred obligations within the meaning of the Senior Non-Preferred Law, including the Senior Preferred Notes.

The amount of the Issuer's outstanding senior preferred debt securities, the deposit liabilities and the fair market value of derivative liabilities are set forth in the Issuer's consolidated financial statements (as of the respective dates specified therein) that are incorporated by reference in this Base Prospectus. There is no restriction on the incurrence by the Issuer of additional senior preferred obligations. As a consequence, if the Issuer enters into judicial liquidation proceedings or if it is liquidated for any other reason, it will be required to pay substantial amounts of senior preferred obligations before any payment is made in respect of the Senior Non-Preferred Notes.

In addition, if the Issuer enters into resolution, its eligible liabilities (including the Subordinated Notes and the Senior Non Preferred Notes) will be subject to bail-in, meaning potential write-down or conversion into equity securities or other instruments, in the order of priority that would apply in judicial liquidation proceedings or if the Issuer is liquidated for any other reason. Because senior non-preferred obligations such as the Senior Non-Preferred Notes rank junior to senior preferred obligations, the Senior Non-Preferred Notes would be written down or converted in full before any of the Issuer's senior preferred obligations were written down or converted.

As a consequence, holders of Senior Non-Preferred Notes bear significantly more risk than holders of senior preferred obligations, and could lose all or a significant part of their investments if the Issuer were to enter into resolution or judicial liquidation proceedings or if the Issuer is liquidated for any other reason.

The qualification of the Senior Non-Preferred Notes as MREL Eligible Instruments is subject to uncertainty

French credit institutions (such as the Issuer) have to meet, at all times, a minimum requirement for own funds and eligible liabilities pursuant to Article L. 613-44 of the French *Code monétaire et financier*. The MREL (as defined in the "*Terms and Conditions of the Notes*") shall be expressed as a percentage of the total liabilities and own funds of the institution and aims at avoiding institutions structuring their liabilities in a manner that impedes the effectiveness of the Bail-in Tool.

The Senior Non-Preferred Notes are intended to be MREL Eligible Instruments under the MREL Regulations (each as defined in the "*Terms and Conditions of the Notes*"). However, there is uncertainty regarding the evolution of the MREL Regulations, and the Issuer cannot provide any assurance that the Senior Non-Preferred Notes will be or remain MREL Eligible Instruments.

On 23 November 2016, the European Commission issued several legislative proposals proposing to amend a number of key EU banking directives and regulations, including the CRD IV, the BRRD and the SRM Regulation (as these terms are defined above). If adopted, these legislative proposals would, among other things, give effect to the Total Loss-absorbing Capacity ("**TLAC**") term sheet set forth in the document dated 9 November 2015 published by the Financial Stability Board, entitled "Principles on Loss-absorbing and Recapitalisation Capacity of G-SIBs in Resolution" as amended from time to time (the "**FSB TLAC Term Sheet**") and modify the requirements applicable to the "minimum requirement for own funds and eligible liabilities" ("**MREL**"). On 25 May 2018, the Council of the European Union stated its position on these proposals. Negotiations with the European Parliament have not started yet, therefore it is not yet possible to assess whether these proposals will be adopted in full or what their impact will be on the issuer's activity.

While the Issuer believes that the Conditions of the Notes are consistent with the European Commission's proposals, these proposals have not yet been interpreted and when finally adopted the final MREL Regulations may be different from those set forth in these proposals. Because of the uncertainty surrounding the substance of the final regulations implementing the TLAC requirements and any potential changes to the regulations giving effect to MREL, the Issuer cannot provide any assurance that the Senior Non-Preferred Notes will ultimately be MREL Eligible Instruments. If they are not MREL Eligible Instruments (or if they initially are MREL Eligible Instruments and subsequently become ineligible due to a change in MREL Regulations), then an MREL Disqualification Event (as defined in the "*Terms and Conditions of the Notes*") will occur.

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

As provided in the Conditions of the Notes, in particular to the provisions of Condition 7 (*Substitution and Variation with respect to Senior Non-Preferred Notes*), in the event that a MREL Disqualification Event, a Withholding Tax Event or Variation Event occurs and is continuing, the Issuer may, at its option, substitute all

(but not some only) of the Senior Non-Preferred Notes or vary the terms of all (but not some only) of the Senior Non-Preferred Notes, without any requirement for the consent or approval of the Noteholders, so that they become or remain Qualifying Senior Non-Preferred Notes (as defined in the "*Terms and Conditions of the Notes*"), subject to the prior approval of the Relevant Regulator and/or the Relevant Resolution Authority if required. While Qualifying Senior Non-Preferred Notes generally must contain terms that are at least as favorable to Noteholders as the original terms of the Senior Non-Preferred Notes, there can be no assurance that the terms of any Qualifying Senior Non-Preferred Notes will be viewed by the market as equally favourable, or that the Qualifying Senior Non-Preferred Notes will trade at prices that are equal to the prices at which the Senior Non-Preferred Notes would have traded on the basis of their original terms.

The terms of the Senior Non-Preferred Notes contain a waiver of set-off rights

The terms of the Senior Non-Preferred Notes provide that their holders waive any set-off rights to which they might otherwise be entitled to the extent such rights would otherwise impact the loss absorbing capacity of the Senior Non-Preferred Notes. As a result, holders of the Senior Non-Preferred Notes will not at any time be entitled to set-off the Issuer's obligations under the Senior Non-Preferred Notes against obligations owed by them to the Issuer.

The terms of the Senior Non-Preferred Notes contain very limited covenants

There is no negative pledge in respect of the Senior Non-Preferred Notes. In addition, the Senior Non-Preferred Notes do not require the Issuer to comply with financial ratios or otherwise limit its ability or that of its subsidiaries to incur additional debt, nor do they limit the Issuer's ability to use cash to make investments or acquisitions, or the ability of the Issuer or its subsidiaries to pay dividends, repurchase shares or otherwise distribute cash to shareholders. Such actions could potentially affect the Issuer's ability to service its debt obligations, including those of the Senior Non-Preferred Notes.

The Senior Non-Preferred Notes may be redeemed at the Issuer's option upon the occurrence of a Withholding Tax Event, a Gross-up Event or a MREL Disqualification Event

The Conditions of the Notes provide for early redemption at the option of the Issuer (subject to such redemption being permitted by the MREL Regulations and the prior approval of the Relevant Regulator and/or the Relevant Resolution Authority, if required) upon the occurrence of a Withholding Tax Event, a Gross-up Event or a MREL Disqualification Event. If the market interest rates decrease, the risk to Noteholders that the Issuer will exercise its right of termination increases. As a consequence, the yields received upon redemption may be lower than expected, and the redeemed face amount of the Senior Non-Preferred Notes may be lower than the purchase price for the Senior Non-Preferred Notes paid by the Noteholder. As a consequence, part of the capital invested by the Noteholder may be lost, so that the Noteholder in such case would not receive the total amount of the capital invested. In addition, investors that choose to reinvest monies they receive through an early redemption may be able to do so only in securities with a lower yield than the redeemed Senior Non-Preferred Notes.

2.6 Additional Risks relating to Subordinated Notes

Subordinated Notes are complex instruments that may not be suitable for certain investors

Subordinated Notes are novel and complex financial instruments and may not be a suitable investment for all investors. Each potential investor in the Subordinated Notes should determine the suitability of such investment in light of its own circumstances and have sufficient financial resources and liquidity to bear the risks of an investment in the Subordinated Notes, including the possibility that the entire principal amount of the Subordinated Notes could be lost. A potential investor should not invest in the Subordinated Notes unless it has the knowledge and expertise (either alone or with a financial advisor) to evaluate how the Subordinated Notes will perform under changing conditions, the resulting effects on the market value of the Subordinated Notes, and the impact of this investment on the potential investor's overall investment portfolio.

Subordinated obligations

The Issuer's obligations under the Subordinated Notes are unsecured and subordinated and will rank junior in priority of payment to unsubordinated creditors (including depositors) of the Issuer, and creditors in respect of other subordinated obligations ranking or expressed to rank senior to the Subordinated Notes, as more fully described in Condition 3(c) (*Status - Subordinated Notes*).

If any judgment is rendered by any competent court declaring the judicial liquidation (*liquidation judiciaire*) of the Issuer or if the Issuer is liquidated for any other reason, the rights of payment of the holders of the

Subordinated Notes will be subordinated to the payment in full of unsubordinated creditors (including depositors) and any other creditors (including other subordinated creditors) whose claims rank senior to the Subordinated Notes. In the event of incomplete payment of unsubordinated creditors (and subordinated creditors ranking senior to any Subordinated Notes) upon the liquidation of the Issuer, the obligations of the Issuer in connection with the Subordinated Notes will be terminated.

Although the Subordinated Notes may pay a higher rate of interest than comparable notes which are not subordinated, there is a substantial risk that investors in subordinated notes such as the Subordinated Notes will lose all or some of their investment if the Issuer becomes insolvent.

The Issuer is not prohibited from issuing further debt, which may rank pari passu with or senior to the Subordinated Notes

There is no restriction on the amount of debt (whether unsubordinated or subordinated) that the Issuer may issue that ranks senior to the Subordinated Notes or on the amount of securities that it may issue that rank *pari passu* with the Subordinated Notes. The issue of any such debt or securities may reduce the amount recoverable by investors upon the Issuer's bankruptcy. If the Issuer's financial condition were to deteriorate, the holders of Subordinated Notes could suffer direct and materially adverse consequences, including suspension of interest and reduction of interest and principal and, if the Issuer were liquidated (whether voluntarily or involuntarily), the holders of Subordinated Notes and, where applicable, any related Coupons, could suffer loss of their entire investment.

The terms of the Subordinated Notes contain a waiver of set-off rights

The terms of the Subordinated Notes provide that their holders waive any set-off rights to which they might otherwise be entitled to the extent such rights would otherwise impact the loss absorbing capacity of the Subordinated Notes. As a result, holders of the Subordinated Notes will not at any time be entitled to set-off the Issuer's obligations under the Subordinated Notes against obligations owed by them to the Issuer.

The terms of the Subordinated Notes contain very limited covenants

There is no negative pledge in respect of the Subordinated Notes. In addition, the Subordinated Notes do not require the Issuer to comply with financial ratios or otherwise limit its ability or that of its subsidiaries to incur additional debt, nor do they limit the Issuer's ability to use cash to make investments or acquisitions, or the ability of the Issuer or its subsidiaries to pay dividends, repurchase shares or otherwise distribute cash to shareholders. Such actions could potentially affect the Issuer's ability to service its debt obligations, including those of the Subordinated Notes.

The Subordinated Notes may be redeemed at the Issuer's option or upon the occurrence of a Tax Event or Capital Event

In addition to its right to redeem Notes in the other circumstances described in Condition 6 (*Redemption, Purchase and Options*) and subject as provided herein, in particular to the approval of the Relevant Regulator and the other conditions in Condition 6(j) (*Additional conditions to redemption and purchase of Subordinated Notes prior to Maturity Date*) the Issuer may, at its option, redeem all, but not some only, of the Subordinated Notes at any time at their outstanding principal amount plus accrued and unpaid interest, upon the occurrence of a Capital Event, a Gross-up Event or a Tax Event. As a consequence, part of the capital invested by the Noteholder may be lost, so that the Noteholder in such case would not receive the total amount of the capital invested. In addition, investors that choose to reinvest monies they receive through an early redemption may be able to do so only in securities with a lower yield than the redeemed Subordinated Notes.

CONSENT GIVEN IN ACCORDANCE WITH ARTICLE 3.2 OF THE PROSPECTUS DIRECTIVE (RETAIL CASCADES)

In the context of any offer of Notes from time to time in France and/or Grand Duchy of Luxembourg, as specified in the relevant Final Terms (the "**Non-exempt Offer Jurisdictions**") that is not within an exemption from the requirement to publish a prospectus under the Prospectus Directive (a "**Non-exempt Offer**"), the Issuer accepts responsibility, in each Non-exempt Offer Jurisdiction for which it has given its consent referred to herein, for the content of the Base Prospectus in relation to any person (an "**Investor**") to whom an offer of any Notes is made by any financial intermediary to whom it has given its consent to use the Base Prospectus (an "**Authorised Offeror**"), where the offer is made during the period for which that consent is given and where the offer is made in the Non-exempt Offer Jurisdiction specified in the relevant Final Terms for which that consent is given and is in compliance with all other conditions attached to the giving of the consent and in particular if the relevant financial intermediary satisfies the following conditions:

- to act in accordance with all applicable laws, rules, regulations and guidance of any applicable regulatory bodies (the "**Rules**") from time to time including, without limitation and in each case, Rules relating to both the appropriateness or suitability of any investment in the Notes by any person and disclosure to any potential investor;
- to comply with the restrictions set out under "Subscription and Sale" in this Base Prospectus which would apply as if it were a Dealer;
- to consider the relevant manufacturer's target market assessment and distribution channels identified under the "MIFID II product governance" legend set out in the applicable Final Terms;
- to ensure that any fee (and any commissions or benefits of any kind) received or paid by that financial intermediary in relation to the offer or sale of the Notes is fully and clearly disclosed to investors or potential investors;
- to hold all licenses, consents, approvals and permissions required in connection with solicitation of interests in, or offers or sales of, the Notes under the Rules;
- to retain investor identification records for at least the minimum period required under applicable Rules, and shall, if so requested, make such records available to the relevant Dealer(s) and the Issuer or directly to the appropriate authorities with jurisdiction over the Issuer and/or the relevant Dealer(s) in order to enable the Issuer and/or the relevant Dealer(s) to comply with anti-money laundering, anti-bribery and "know your client" rules applying to the Issuer and/or the relevant Dealer(s);
- to do not, directly or indirectly, cause the Issuer or the relevant Dealer(s) to breach any Rule or any requirement to obtain or make any filing, authorisation or consent in any jurisdiction.

However, neither the Issuer nor any Dealer has any responsibility for any of the actions of any Authorised Offeror, including compliance by an Authorised Offeror with applicable conduct of business rules or other local regulatory requirements or other securities law requirements in relation to such offer.

If so specified in the Final Terms of any Tranche of Notes, the Issuer consents to the use of this Base Prospectus in connection with a Non-exempt Offer of the relevant Notes during the offer period specified in the relevant Final Terms (the "**Offer Period**") either (1) in Non-exempt Offer Jurisdiction(s) specified in the relevant Final Terms, by any financial intermediary which is authorised to make such offer under the Markets in Financial Instruments Directive (Directive 2014/65/EU), as amended, and which satisfies any conditions specified in the relevant Final Terms or (2) by the financial intermediaries, in the relevant Non-exempt Offer Jurisdiction(s) and subject to the relevant conditions, in each case specified in the relevant Final Terms, for so long as they are authorised to make such offer under the Markets in Financial Instruments Directive (Directive 2014/65/EU), as amended.

The consent referred to above relates to Offer Periods (if any) beginning within twelve (12) months from the date of the approval of the Base Prospectus by the CSSF.

The Issuer may give consent to additional financial intermediaries after the date of the relevant Final Terms and, if it does so, the Issuer will publish the above information in relation to them on http://www.arkea.com/banque/assurance/credit/mutuel/ecb_5008/fr/analyste-ou-investisseur. Such consent shall not extend beyond twelve months from the date of this Base Prospectus.

Any Authorised Offeror who wishes to use the Base Prospectus in connection with a Non-exempt Offer is required, for the duration of the relevant Offer Period, to publish on its website that it is using the Base Prospectus for such Non-exempt Offer in accordance with the consent of the Issuer and the conditions attached thereto.

To the extent specified in the relevant Final Terms, a Non-exempt Offer may be made during the relevant Offer Period by any of the Issuer, the Dealers or any relevant Authorised Offeror in any relevant Non-exempt Offer Jurisdiction and subject to any relevant conditions, in each case all as specified in the relevant Final Terms.

Other than as set out above, neither the Issuer nor any of the Dealers has authorised the making of any Non-exempt Offer by any person in any circumstances and such person is not permitted to use the Base Prospectus in connection with its offer of any Notes. No such offers are made on behalf of the Issuer or by any of the Dealers or Authorised Offerors and none of the Issuer or any of the Dealers or Authorised Offerors has, or takes, any responsibility or liability for the actions of any person making such Non-exempt Offers.

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

GENERAL DESCRIPTION OF THE PROGRAMME

Words and expressions defined in "Terms and Conditions of the Notes" below shall have the same meanings in this general description.

Issuer:	Crédit Mutuel Arkéa
Arranger:	Crédit Agricole Corporate and Investment Bank
Dealers:	ABN AMRO Bank N.V. Banco Santander, S.A. Crédit Agricole Corporate and Investment Bank Crédit Mutuel Arkéa DZ BANK AG Deutsche Zentral-Genossenschaftsbank, Frankfurt am Main Landesbank Baden-Württemberg UniCredit Bank AG

The Issuer may from time to time terminate the appointment of any Dealer under the Programme or appoint additional dealers either in respect of one or more Tranches or in respect of the whole Programme. References in this Base Prospectus to "**Permanent Dealers**" are to the persons listed above as Dealers and to such additional persons that are appointed as dealers in respect of the whole Programme (and whose appointment has not been terminated) and references to "**Dealers**" are to all Permanent Dealers and all persons appointed as a dealer in respect of one or more Tranches.

Description:	Euro Medium Term Note Programme.
Programme Limit:	Up to €13,000,000,000 (or the equivalent in other currencies at the date of issue) aggregate nominal amount of Notes outstanding at any one time.
Fiscal Agent, Principal Paying Agent and Paying Agent:	BNP Paribas Securities Services
Luxembourg Listing Agent:	BNP Paribas Securities Services, Luxembourg Branch
Method of Issue:	<p>The Notes may be offered to the public or not and/or admitted to trading or not, in each case on a syndicated or non-syndicated basis.</p> <p>The specific terms of each Tranche (including, without limitation, the aggregate nominal amount, issue price, redemption price thereof, and interest, if any, payable thereunder) will be determined by the Issuer and the relevant Dealer(s) at the time of the issue and will be set out in the relevant Final Terms.</p>
Maturities:	Subject to compliance with all relevant laws, regulations and directives, any maturity from one month from the date of original issue.
Currencies:	Subject to compliance with all relevant laws, regulations and directives, Notes may be issued in Euro, U.S. Dollars, Japanese Yen, Swiss francs, Sterling and in any other currency agreed between the Issuer and the relevant Dealer(s).
Denomination(s):	Notes shall be issued in the Specified Denomination(s) set out in the relevant Final Terms, save that all Notes which are to be admitted to trading on a Regulated Market or offered to the public in a Member State of the EEA in circumstances which require the publication of a prospectus under the Prospectus Directive shall have a minimum denomination of €1,000 (or its equivalent in any other currency) or such higher amount as may be allowed or required from time to time in relation to the relevant Specified Currency. Notes

having a maturity of less than one year will constitute deposits for the purposes of the prohibition on accepting deposits contained in section 19 of the Financial Services and Markets Act 2000, as amended, unless they are issued to a limited class of professional investors and have a denomination of at least £100,000 or its equivalent.

Dematerialised Notes shall be issued in one denomination only.

Status of the Notes:

Senior Preferred Notes

The Senior Preferred Notes (being those Notes which the applicable Final Terms specify as being Senior Preferred Notes), and, where applicable, any Coupon relating to them are direct, unconditional, unsecured and senior (*chirographaires*) obligations of the Issuer and rank and shall at all times rank:

- (i) *pari passu* without preference among themselves and with other Senior Preferred Notes;
- (ii) senior to Senior Non-Preferred Notes of the Issuer and any obligations ranking junior to Senior Non-Preferred Notes; and
- (iii) junior to all present and future claims benefiting from statutory preferences.

Senior Non-Preferred Notes

The Senior Non-Preferred Notes (being those Notes which the applicable Final Terms specify as being Senior Non-Preferred Notes), and, where applicable, any Coupon relating to them are direct, unconditional, unsecured and senior (*chirographaires*) obligations of the Issuer, and rank and shall at all times rank:

- (i) *pari passu* without preference among themselves and with other Senior Non-Preferred Notes;
- (ii) senior to Subordinated Notes; and
- (iii) junior to present and future claims benefiting from statutory preferences, including Senior Preferred Notes.

Subject to applicable law, if any judgment is issued for the judicial liquidation (*liquidation judiciaire*) of the Issuer or if the Issuer is liquidated for any other reason, the holders of the Senior Non-Preferred Notes in respect such Notes and including, where applicable, the Coupons relating to them, will have a right to payment under the Notes:

- (i) only after, and subject to, payment in full of holders of Senior Preferred Notes and other present and future claims benefiting from statutory preferences or otherwise ranking in priority to Senior Non-Preferred Notes; and
- (ii) subject to such payment in full, in priority to holders of Subordinated Notes and other present and future claims otherwise ranking junior to Senior Non-Preferred Notes.

It is the intention of the Issuer that the Senior Non-Preferred Notes shall be treated for regulatory purposes as MREL Eligible Instruments under the MREL Regulations but that the obligations of the Issuer and the rights of the Noteholders under the Senior Non-Preferred Notes shall not be affected if the Senior Non-Preferred Notes no longer qualify as MREL Eligible Instruments. However, in such circumstances, the Issuer may redeem the Senior Non-Preferred Notes in accordance with Condition 6(d) (*Redemption of Senior Non-Preferred Notes upon the occurrence of a MREL Disqualification Event*), if a

MREL Disqualification Event Call Option is specified as applicable in the relevant Final Terms.

Subordinated Notes

The Subordinated Notes, and, where applicable, any Coupons relating to them, will constitute direct, unconditional, unsubordinated and unsecured obligations of the Issuer and rank and shall at all times rank:

- (i) *pari passu* without any preference among themselves;
- (ii) *pari passu* with (a) any present or future obligations or capital instruments of the Issuer which constitute Tier 2 Capital of the Issuer and (b) any other present and future direct, unconditional, unsecured and subordinated obligations of the Issuer that rank or are expressed to rank equally with the Subordinated Notes;
- (iii) senior to any present and future *prêts participatifs* granted to the Issuer, *titres participatifs* issued by the Issuer and deeply subordinated obligations of the Issuer (*engagements dits "super subordonnés"* or *engagements subordonnés de dernier rang*);
- (iv) junior to (a) any present and future unsubordinated creditors (including depositors) of the Issuer and (b) any present or future *subordinated* creditors of the Issuer other than the present or future claims of creditors that rank or are expressed to rank *pari passu* with or junior to the Subordinated Notes.

If any judgment is rendered by any competent court declaring the judicial liquidation (*liquidation judiciaire*) of the Issuer or if the Issuer is liquidated for any other reason, the rights of payment of the holders of the Subordinated Notes in respect of such Subordinated Notes and including, where applicable, the Coupons relating to them, shall be subordinated to the payment in full of all unsubordinated creditors (including depositors) and subordinated creditors of the Issuer other than the present or future claims of creditors ranking *pari passu* with or junior to the Subordinated Notes, as aforesaid, and, subject to such payment in full, the holders of the Subordinated Notes shall be paid in priority to any *prêts participatifs* granted to the Issuer, any *titres participatifs* issued by it and any deeply subordinated obligations of the Issuer (*engagements dits "super subordonnés"* or *engagements subordonnés de dernier rang*).

In the event of incomplete payment of unsubordinated creditors and subordinated claims ranking ahead of the claims of holders of Subordinated Notes and including, where applicable, the Coupons relating to them, the obligations of the Issuer in connection with the Subordinated Notes will be terminated.

If an insolvency proceeding or voluntary liquidation applies to the Issuer, the holders of the Subordinated Notes and including, where applicable, the Coupons relating to them, shall be responsible for taking all steps necessary to preserve the rights they may have against the Issuer.

Negative Pledge:

The Issuer will undertake not to grant any security in respect of any other bond or similar indebtedness issued or guaranteed by it without granting similar security to any outstanding Senior Preferred Notes.

There is no negative pledge in respect of Senior Non-Preferred and Subordinated Notes.

Events of Default:

The terms of the Notes will contain events of default in respect of the Senior Preferred Notes as set out in Condition 10.

Redemption Amount: Subject to any laws and regulations applicable from time to time, the relevant Final Terms will specify the redemption amounts payable calculated in accordance with the applicable Conditions.

Redemption: Redemption at maturity
Subject to any purchase and cancellation of the Notes or their early redemption, the Notes will be redeemed on the above mentioned maturity date at 100% of their nominal amount].

Redemption prior to maturity

(i) Senior Preferred Notes

The Senior Preferred Notes may be redeemed prior to maturity at the option of the Issuer (i) if a call option is specified as applicable in the relevant Final Terms, or (ii) in the case of (a) a Withholding Tax Event or (b) Gross-Up Event.

The Senior Preferred Notes may also be redeemed prior to maturity at the option of the holders, if a put option is specified as applicable in the relevant Final Terms.

(ii) Senior Non-Preferred Notes

The Senior Non-Preferred Notes may be redeemed prior to maturity at the option of the Issuer (i) if a call option is specified as applicable in the relevant Final Terms, it being specified that a call option will not be permitted prior to one (1) year from the Issue Date, (ii) in the case of a MREL Disqualification Event if a MREL Disqualification Event call option is specified as applicable in the relevant Final Terms, (iii) in the case of (a) a Withholding Tax Event or (b) a Gross-Up Event. In such cases, the Issuer's option to redeem the Senior Non-Preferred Notes is subject to such redemption not being prohibited by the MREL Regulations and to the prior approval of the Relevant Regulator and/or the Relevant Resolution Authority, if required.

The Senior Non-Preferred Notes may also be redeemed prior to maturity at the option of the holders, if a put option is specified as applicable in the relevant Final Terms, it being specified that a put option will not be permitted prior to one (1) year from the Issue Date.

(iii) Subordinated Notes

The Subordinated Notes may be redeemed prior to maturity (subject to certain conditions including in particular the prior approval of the Relevant Regulator) at the option of the Issuer (i) if a call option is specified as applicable in the relevant Final Terms, it being specified that a call option will not be permitted prior to five (5) years from the Issue Date, (ii) in the case of a Capital Event if a Capital Event call option is specified as applicable in the relevant Final Terms, (iii) in the case of a Tax Event.

Substitution and Variation with respect to Senior Non-Preferred Notes:

In the event that a MREL Disqualification Event, a Withholding Tax Event, a Gross-up Event or a Variation Event occurs and is continuing, the Issuer may, at its option, substitute all (but not some only) of the relevant Series of Senior Non-Preferred Notes or vary the terms of all (but not some only) of the relevant Series of Senior Non-Preferred Notes, without any requirement for the consent or approval of the Noteholders, so that they become or remain Qualifying Senior Non Preferred Notes, subject notably to the prior approval of the Relevant Regulator and/or the Relevant Resolution Authority, if required.

Withholding Tax: All payments of principal and interest by or on behalf of the Issuer in respect of the Notes shall be made free and clear of, and without withholding or deduction for, any taxes, duties, assessments or governmental charges of whatever nature imposed, levied, collected, withheld or assessed by or within France or any authority therein or thereof having power to tax, unless such withholding or deduction is required by law. If such a withholding or deduction is required by the French law, the Issuer will have to gross-up its payments to the fullest extent then permitted by law and subject to certain exceptions.

For a description of the French withholding tax rules, see Condition 9 (*Taxation*) and "Taxation" section.

Interest Periods and Interest Rates:

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

Fixed Rate Notes:

Fixed interest will be payable in arrear on the date or dates in each year specified in the relevant Final Terms.

Fixed Rate Resettable Notes:

Fixed Rate Resettable Notes will initially bear interest at a fixed rate and will then be resettable, as specified in the relevant Final Terms.

Floating Rate Notes:

Floating Rate Notes will bear interest determined separately for each Series as follows:

- (i) on the same basis as the floating rate under a notional interest rate swap transaction in the relevant Specified Currency governed by the June 2013 FBF Master Agreement, as published by the *Fédération bancaire française*, in their updated version applicable as at the date of issue of the first Tranche of the relevant Series, or
- (ii) on the basis of a reference rate appearing on an agreed screen page of a commercial quotation service, which shall be either EURIBOR or LIBOR,

in each case by applying one of the formulae specified in the Conditions of the Notes as indicated in the applicable Final Terms. Floating Rate Notes may also have a maximum rate of interest, a minimum rate of interest or both and/or rate multiplier.

**Fixed/Floating Rate Notes,
Fixed/CMS Rate Notes,
Floating/Fixed Rate Notes,
CMS/Fixed Rate Notes,
Fixed/Fixed Rate Notes and
Floating/Floating Rate Notes:**

Fixed/Floating Rate Notes, Fixed/CMS Rate Notes, Floating/Fixed Rate Notes, CMS/Fixed Rate Notes, Fixed/Fixed Rate Notes and Floating/Floating Rate Notes are Notes for which a change of interest basis is specified to be applicable in the relevant Final Terms.

CMS Linked Notes:

Payments of interest in respect of CMS Linked Notes shall be calculated by reference to one or more CMS Rates and by applying one of the formulae specified in the Conditions of the Notes as indicated in the applicable Final Terms. Such Notes may have a maximum rate of interest, a minimum rate of interest or both and/or rate multiplier.

Range Accrual Notes:

Notes may be issued by the Issuer as Range Accrual Notes where the interest in respect of any Notes with respect to one or more Interest Accrual Periods will be conditional upon the reference rate (EURIBOR, LIBOR or EUR CMS or

any combination thereof) specified in the relevant Final Terms being equal to, lower than and/or greater than pre-determined rates on one or more days during a specified period specified in the relevant Final Terms and, if any such condition is not satisfied during the specified period, then no interest shall be payable in respect of such Range Accrual Note in respect of such Interest Accrual Period.

**Inverse Floating Rate Notes
and Inverse CMS Rate Notes:**

The Rate of Interest in respect of Inverse Floating Rate Notes or Inverse CMS Rate Notes, as the case may be, for each Interest Accrual Period, shall be equal to a Fixed Rate minus a Floating Rate or a CMS Rate, as the case may be.

Zero Coupon Notes:

Zero Coupon Notes may be issued at par or at a discount to it and will not bear interest.

Form of Notes:

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

Dematerialised Notes may, at the option of the Issuer, be issued in bearer form (*au porteur*) or in registered form (*au nominatif*) and, in such latter case, at the option of the relevant holder, in either fully registered form (*au nominatif pur*) or administered form (*au nominatif administré*). No physical documents of title will be issued in respect of Dematerialised Notes.

Materialised Notes will be in bearer form only. A Temporary Global Certificate will initially be issued in respect of each Tranche of Materialised Notes. Materialised Notes may only be issued outside France.

Waiver of Set-off rights:

Unless "Waiver of Set-Off" is specified as not applicable in the relevant Final Terms, the Noteholders waive any right of set-off, compensation and retention in relation to the Notes, to the extent permitted by law.

Representation of Noteholders:

Noteholders will, in respect of all Tranches in any Series, be grouped automatically for the defence of their common interests in a masse (in each case, the "**Masse**").

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

Governing Law:

French.

Bail-in:

Notwithstanding any other term of a given Series of Notes or any other agreement, arrangement or understanding between the Issuer and the Noteholders, by its acquisition of any Note, each Noteholder acknowledges, accepts, consents and agrees:

- (i) to be bound by the effect of the exercise of the Bail-in Power by the Relevant Resolution Authority, which may include and result in any of the following, or some combination thereof:
 - a. the reduction of all, or a portion, of the Amounts Due (as defined below) on a permanent basis;
 - b. the conversion of all, or a portion, of the Amounts Due into shares, other securities or other obligations of the Issuer or another person (and the issue to the Noteholder of such shares, securities or obligations), including by means of an amendment, modification or variation of the terms of such Notes, in which case the Noteholder agrees to accept in lieu of its rights under such Notes any such shares, other securities or other obligations of the Issuer or another person;
 - c. the cancellation of the Notes;
 - d. the amendment or alteration of the maturity of the Notes or

amendment of the amount of interest payable on the Notes, or the date on which the interest becomes payable, including by suspending payment for a temporary period; and

- (ii) that the terms of the Notes are subject to, and may be varied, if necessary, to give effect to, the exercise of the Bail-in Power by the Relevant Resolution Authority

Clearing Systems:

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

Initial Delivery of Dematerialised Notes:

One (1) Paris business day before the issue date of each Tranche of Dematerialised Notes, the *Lettre comptable* relating to such Tranche shall be deposited with Euroclear France as central depository.

Initial Delivery of Materialised Notes:

On or before the issue date for each Tranche of Materialised Notes, the Temporary Global Certificate issued in respect of such Tranche shall be deposited with a common depository for Euroclear and Clearstream or with any other clearing system or may be delivered outside any clearing system provided that the method of such delivery has been agreed in advance by the Issuer, the Fiscal Agent and the relevant Dealer(s).

Issue Price:

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

Listing and Admission to Trading:

Application has been made to the Luxembourg Stock Exchange for Notes issued under the Programme to be admitted to trading on the Regulated Market of the Luxembourg Stock Exchange and to be listed on the Official List of the Luxembourg Stock Exchange. The Notes may be admitted to trading on any other Regulated Market in the EEA in accordance with the Prospectus Directive as specified in the relevant Final Terms. As specified in the relevant Final Terms, a Series of Notes may be unlisted.

Offer to the public:

The Notes may be offered to the public in any Member State of the EEA if so specified in the relevant Final Terms and in accordance with any applicable laws and regulations.

Rating:

Senior Preferred Notes to be issued under the Programme are expected to be rated A/A-1 by Standard & Poor's Credit Market Services France SAS ("**S&P**") and Aa3/P-1 by Moody's France S.A.S. ("**Moody's**"). Senior Non-Preferred Notes to be issued under the Programme are expected to be rated BBB+ by S&P and Baa1 by Moody's. Subordinated Notes to be issued under the Programme are expected to be rated BBB by S&P and Baa1 by Moody's.

As at the date of this Base Prospectus, S&P and Moody's are established in the European Union, registered under Regulation (EC) No. 1060/2009, as amended by Regulation (EU) No. 513/2011 (the "**CRA Regulation**") and included in the list of registered credit rating agencies published by the European Securities and Markets Authority on its website (<https://www.esma.europa.eu/supervision/credit-rating-agencies/risk>).

A rating is not a recommendation to buy, sell or hold securities and may be subject to suspension, change, or withdrawal at any time by the assigning rating agency.

Selling Restrictions:

There are restrictions on the offer and sale of Notes and the distribution of offering material in various jurisdictions.

The Issuer is Category 1 for the purposes of Regulation S.

Materialised Notes will be issued in compliance with U.S. Treas. Reg. §1.163-5(c)(2)(i)(D) or any successor regulation issued under the U.S. Internal Revenue Code of 1986, as amended (the "**Code**") section 4701(b) containing rules identical to those applying under Code section 163(f)(2)(B) unless (i) the relevant Final Terms states that such Materialised Notes are issued in compliance with U.S. Treas. Reg. §1.163-5(c)(2)(i)(C) or any successor regulation issued under Code section 4701(b) containing rules identical to those currently applying under Code section 163(f)(2)(B) (the "**C Rules**") or (ii) such Materialised Notes are issued other than in compliance with the D Rules or the C Rules but in circumstances in which the Notes will not constitute "registration required obligations" under the United States Tax Equity and Fiscal Responsibility Act of 1982 ("**TEFRA**"), which circumstances will be referred to in the relevant Final Terms as a transaction to which TEFRA is not applicable.

DOCUMENTS INCORPORATED BY REFERENCE

This Base Prospectus shall be read and construed in conjunction with the following documents which have been previously published and filed with the CSSF and which are incorporated by reference in, and shall be deemed to form part of, this Base Prospectus:

- (a) the sections referred to in the table below, included in the English translation of the update of the 2017 Registration Document of the Issuer - filed with the French *Autorité des marchés financiers* under reference D.18-0427-A01 on 29 August 2018 (the "**Update of the 2017 Registration Document**") which contains the consolidated interim financial statements of the Issuer for the period from 1 January 2018 to 30 June 2018 and the statutory auditors' review report for the period from 1 January 2018 to 30 June 2018 (the "**2018 Consolidated Interim Financial Statements**");
- (b) the sections referred to in the table below, included in the English translation of the 2017 registration document of the Issuer - filed with the French *Autorité des marchés financiers* under reference D.18-0427 on 27 April 2018 (the "**2017 Registration Document**") containing the audited consolidated annual financial statements and audit report for the financial year ended 31 December 2017 of the Issuer (the "**2017 Consolidated Financial Statements**");
- (c) the sections referred to in the table below, included in the English translation of the 2016 registration document of the Issuer - filed with the French *Autorité des marchés financiers* under reference D.17-0503 on 9 May 2017 (the "**2016 Registration Document**") containing the audited consolidated annual financial statements and audit report for the financial year ended 31 December 2016 of the Issuer (the "**2016 Consolidated Financial Statements**");
- (d) the press releases published by the Issuer dated 15 January 2018, 26 January 2018, 8 February 2018, 16 March 2018, 29 March 2018, 18 April 2018, 20 April 2018, 29 June 2018 and 3 July 2018 (together, the "**Press Releases**"); and
- (e) the sections "Terms and Condition of the Notes" of the following bases prospectuses relating to the Programme (i) base prospectus dated 31 August 2017 (pages 77 to 111) (the "**2017 EMTN Conditions**"), (ii) base prospectus dated 13 June 2014 (pages 48 to 73) (the "**2014 EMTN Conditions**"), (iii) base prospectus dated 27 May 2011 (pages 37 to 61) (the "**2011 EMTN Conditions**"), (iv) base prospectus dated 27 May 2010 (pages 39 to 63) (the "**2010 EMTN Conditions**"), (v) base prospectus dated 10 July 2008 (pages 41 to 65) and its supplement dated 26 March 2009 (page 2) (the "**2008 EMTN Conditions**"), (vi) base prospectus dated 13 July 2007 (pages 30 to 54) (the "**2007 EMTN Conditions**"), (vii) base prospectus dated 12 July 2006 (pages 27 to 51) (the "**2006 EMTN Conditions**") and (viii) offering circular dated 23 June 2004 (pages 15 to 47) (the "**2004 EMTN Conditions**" and, together with the 2017 EMTN Conditions, the 2014 EMTN Conditions, the 2011 EMTN Conditions, the 2010 EMTN Conditions, the 2008 EMTN Conditions, the 2007 EMTN Conditions, the 2006 EMTN Conditions and the 2004 EMTN Conditions, the "**EMTN Previous Conditions**") for the purpose only of further issue of Notes to be assimilated (*assimilables*) and form a single series with Notes already issued under the relevant EMTN Previous Conditions.

Non-incorporated parts of these base prospectuses are not relevant for investors.

All documents incorporated by reference in this Base Prospectus may be obtained without charge, on request, at the principal offices of the Issuer and the Paying Agent set out at the end of this Base Prospectus during normal business hours so long as any of the Notes are outstanding. Such documents will be published on the website of the Luxembourg Stock Exchange (www.bourse.lu).

The information incorporated by reference in this Base Prospectus shall be read in connection with the cross reference list below. Any information not listed in the cross reference list but included in the documents incorporated by reference is not required by the schedules of the Commission Regulation (EC) No 809/2004 of April 2004, as amended and is given for information purposes only.

INFORMATION INCORPORATED BY REFERENCE (Annex XI of the European Regulation 809/2004/EC)	REFERENCE
2. STATUTORY AUDITORS.	
2.1. Names and addresses of the Issuer's auditors for the period covered by the historical financial information (together with their membership in a professional body).	Page 283 of the 2017 Registration Document
2.2. If auditors have resigned, been removed or not been reappointed during the period covered by the historical financial information, details if material.	Page 283 of the 2017 Registration Document
3. RISK FACTORS	
3.1. Prominent disclosure of risk factors that may affect the Issuer's ability to fulfil its obligations under the securities to investors in a section headed «Risk Factors».	Pages 183 to 219 of the 2017 Registration Document
4. INFORMATION ABOUT THE ISSUER	
4.1. History and development of the Issuer	Page 11 of the 2017 Registration Document
4.1.1. the legal and commercial name of the issuer	Page 280 of the 2017 Registration Document
4.1.2. the place of registration of the issuer and its registration number	Page 280 of the 2017 Registration Document
4.1.3. the date of incorporation and the length of life of the issuer	Page 280 of the 2017 Registration Document
4.1.4. the domicile and legal form of the issuer, applicable law, its country of incorporation, and the address and telephone number of its registered office	Page 280 of the 2017 Registration Document
4.1.5. any recent events particular to the issuer which are to a material extent relevant to the evaluation of the issuer's solvency.	Pages 10 and 151 of the 2017 Registration Document
5. BUSINESS OVERVIEW	
5.1. Principal activities:	Pages 12 to 17 of the 2017 Registration Document
5.1.1. A brief description of the issuer's principal activities stating the main categories of products sold and/or services performed	Pages 12 to 17 of the 2017 Registration Document
5.1.2. An indication of any significant new products and/or activities	Pages 18 to 22 of the 2017 Registration Document
5.1.3. Principal markets A brief description of the principal markets in which the issuer competes	Pages 12 to 17 of the 2017 Registration Document
6. ORGANISATIONAL STRUCTURE	
6.1 If the issuer is part of a group, a brief description of the group and of the issuer's position within it.	Pages 8, 23 and 24 of the 2017 Registration Document
7. TREND INFORMATION	
7.1 Include a statement that there has been no material adverse change in the prospects of the issuer since the date of its last published audited financial statements.	Page 73 of the 2017 Registration Document

In the event that the issuer is unable to make such a statement, provide details of this material adverse change.	
7.2 Information on any known trend	Pages 72 and 73 of the 2017 Registration Document All pages of the Press Releases
9. ADMINISTRATIVE, MANAGEMENT, AND SUPERVISORY BODIES	
9.1. Names, business addresses and functions in the issuer and an indication of the principal activities performed outside the issuer of:	
(a) members of the administrative, management or supervisory bodies;	Pages 28 to 42 of the 2017 Registration Document
(b) partners with unlimited liability, in the case of a limited partnership with a share capital.	Not Applicable.
9.2. Administrative, Management, and Supervisory bodies conflicts of interests	Page 48 of the 2017 Registration Document
10. MAJOR SHAREHOLDERS	
10.1 To the extent known to the issuer, state whether the issuer is directly or indirectly owned or controlled and by whom, and describe the nature of such control, and describe the measures in place to ensure that such control is not abused.	Page 280 of the 2017 Registration Document
11. FINANCIAL INFORMATION CONCERNING THE ISSUER'S ASSETS AND LIABILITIES, FINANCIAL POSITION AND PROFITS AND LOSSES	
<u>11.1 Historical financial information</u>	
<i>2016 Registration Document</i>	
- Balance sheet	Pages 76 and 77 of the 2016 Registration Document
- Income Statement	Page 78 of the 2016 Registration Document
- Change in shareholders' equity	Pages 80 and 81 of the 2016 Registration Document
- Statement of cash flows	Pages 82 and 83 of the 2016 Registration Document
- Notes	Pages 84 to 154 of the 2016 Registration Document
- Auditors' report on the 2016 Consolidated Financial Statements	Pages 259 and 260 of the 2016 Registration Document
<i>2017 Registration Document</i>	
- Balance sheet	Pages 74 and 75 of the 2017 Registration Document
- Income Statement	Page 76 of the 2017 Registration Document
- Change in shareholders' equity	Pages 78 and 79 of the 2017 Registration Document
- Statement of cash flows	Pages 80 and 81 of the 2017 Registration Document
- Notes	Pages 104 to 151 of the 2017 Registration Document

- Auditors' report on the 2017 Consolidated Financial Statements	Pages 284 to 287 of the 2017 Registration Document
<i>Update of the 2017 Registration Document</i>	
- Balance sheet	Page 17 of the Update of the 2017 Registration Document
- Income Statement	Page 18 of the Update of the 2017 Registration Document
- Change in shareholders' equity	Page 19 of the Update of the 2017 Registration Document
- Statement of cash flows	Page 20 of the Update of the 2017 Registration Document
- Notes	Pages 56 to 85 of the Update of the 2017 Registration Document
- Auditors' review report on the 2018 Consolidated Interim Financial Statements	Pages 86 and 87 of the Update of the 2017 Registration Document

SUPPLEMENT TO THE BASE PROSPECTUS

In connection with Notes admitted to trading on a Regulated Market and/or offered to the public in Luxembourg and/or in any other Member State of the European Economic Area, unless the Issuer does not intend to issue Notes under the Programme for the time being, if at any time during the duration of the Programme there is a significant change affecting any matter contained in this Base Prospectus, or generally any significant new factor, material mistake or inaccuracy relating to information, included in this Base Prospectus which is capable of affecting the assessment of any Notes, which inclusion would reasonably be required by investors, and would reasonably be expected by them to be found in this Base Prospectus, for the purpose of making an informed assessment of the assets and liabilities, financial position, profits and losses and prospects of the Issuer and the Group and the rights attaching to the Notes, the Issuer shall prepare a supplement to the Base Prospectus in accordance with Article 16 of the Prospectus Directive or publish a replacement Base Prospectus for use in connection with any subsequent offering of the Notes, submit such supplement to the Base Prospectus to the *Commission de Surveillance du Secteur Financier* in Luxembourg for approval and supply each Dealer, the Luxembourg Stock Exchange and the *Commission de Surveillance du Secteur Financier* in Luxembourg with such number of copies of such supplement to the Base Prospectus as may reasonably be requested.

In accordance with and pursuant to Article 16.2 of the Prospectus Directive, where the Notes are offered to the public, investors who have already agreed to purchase or subscribe for Notes before any supplement is published have the right, exercisable within two working days after the publication of this supplement, to withdraw their acceptances provided that the new factor, mistake or inaccuracy referred to in Article 16.1 of the Prospectus Directive arose before the final closing of the offer to the public and the delivery of the Notes. That period may be extended by the Issuer or, if any, the relevant Authorised Offeror(s). The final date of the right of withdrawal shall be stated in the supplement.

TERMS AND CONDITIONS OF THE NOTES

The following is the text of the terms and conditions (the "**Conditions**") that, subject to completion in accordance with the provisions of the relevant Final Terms, shall be applicable to the Notes. In the case of any Tranche of Notes which is being admitted to trading on a regulated market or offered to the public in a Member State of the EEA, the relevant Final Terms shall not amend or replace any information in this Base Prospectus. In the case of Dematerialised Notes, the text of the terms and conditions will not be endorsed on physical documents of title but will be constituted by the following text as completed by the relevant Final Terms. In the case of Materialised Notes, either (i) the full text of these terms and conditions together with the relevant provisions of the Final Terms (and subject to simplification by the deletion of non-applicable provisions) or (ii) these terms and conditions as so completed shall be endorsed on Definitive Materialised Notes. All capitalised terms that are not defined in these Conditions will have the meanings given to them in the relevant Final Terms. References in the Conditions to "**Notes**" are to the Notes of one Series only, not to all Notes that may be issued under the Programme.

The Notes are issued by Crédit Mutuel Arkéa (the "**Issuer**") in series (each a "**Series**") having one or more issue dates and on terms otherwise identical (or identical save as to the first payment of interest), the Notes of each Series being intended to be interchangeable with all other Notes of that Series. Each Series may be issued in tranches (each a "**Tranche**") on the same or different issue dates. The specific terms of each Tranche (including, without limitation, the aggregate nominal amount, issue price, redemption price thereof, and interest, if any, payable thereunder and supplemented, where necessary, with supplemental terms and conditions which, save in respect of the issue date, issue price, first payment of interest and nominal amount of the Tranche) will be identical to the terms of other Tranches of the same Series, will be determined by the Issuer and the relevant Dealer(s) at the time of the issue and will be set out in the final terms of such Tranche (the "**Final Terms**").

The Notes are issued with the benefit of an amended and restated agency agreement dated 5 September 2018 (the "**Agency Agreement**") between the Issuer and BNP Paribas Securities Services as fiscal agent, principal paying agent and paying agent and the other agents named therein. The fiscal agent, the paying agent and the calculation agent(s) for the time being (if any) are referred to below respectively as the "**Fiscal Agent**", the "**Paying Agent**" (which expression shall include the Fiscal Agent) and the "**Calculation Agent(s)**". The holders of the interest coupons (the "**Coupons**") relating to interest bearing Materialised Notes and, where applicable in the case of such Notes, talons (the "**Talons**") for further Coupons are referred to below as the "**Couponholders**".

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

The provisions of Article 1195 of the French *Code civil* shall not apply to these Conditions.

1. Form, Denomination and Title

(a) Form

Notes may be issued either in dematerialised form ("**Dematerialised Notes**") or in materialised form ("**Materialised Notes**"), as specified in the relevant Final Terms.

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

Dematerialised Notes are issued, at the option of the Issuer, in either bearer form (*au porteur*), which will be inscribed in the books of Euroclear France (acting as central depository) which shall credit the accounts of the Account Holders, or in registered form (*au nominatif*) and, in such latter case, at the option of the relevant holder in either administered registered form (*nominatif administré*) inscribed in the books of an Account Holder designated by the relevant holder of Notes or in fully registered form (*au nominatif pur*) inscribed in an account maintained by the Issuer or a registration agent (designated in the relevant Final Terms) acting on behalf of the Issuer (the "**Registration Agent**").

Unless this possibility is expressly excluded in the relevant Final Terms and to the extent permitted by applicable law, the Issuer may at any time request from the central depository identification information of holders of Dematerialised Notes in bearer form (*au porteur*) such as the name or the company name, nationality, date of birth or year of incorporation and mail address or, as the case

may be, email address of such holders.

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

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

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

The Notes may be "**Fixed Rate Notes**", "**Fixed Rate Resettable Notes**", "**Floating Rate Notes**", "**CMS Linked Notes**", "**Range Accrual Notes**", "**Inverse Floating Rate Notes**", "**Inverse CMS Rate Notes**", "**Fixed/Floating Rate Notes**", "**Fixed/CMS Rate Notes**", "**Floating/Fixed Rate Notes**", "**CMS/Fixed Rate Notes**", "**Fixed/Fixed Rate Notes**", "**Floating/Floating Rate Notes**", "**Zero Coupon Notes**", or a combination of any of the foregoing, depending on the Interest Basis and the redemption method specified in the relevant Final Terms in accordance with the applicable Conditions.

(b) **Denomination**

Notes shall be issued in the specified denomination(s) set out in the relevant Final Terms (the "**Specified Denomination(s)**"), save that all Notes which are to be admitted to trading on a regulated market (within the meaning of Directive 2014/65/EU of the European Parliament and of the Council, as amended, each such market being a "**Regulated Market**") within the European Economic Area ("**EEA**") or offered to the public in a Member State of the EEA in circumstances which require the publication of a prospectus under the Directive 2003/71/EC of the European Parliament and of the Council of 4 November 2003 as amended from time to time (the "**Prospectus Directive**") shall have a minimum denomination of €1,000 (or its equivalent in any other currency) or such higher amount as may be allowed or required from time to time by the relevant monetary authority or any laws or regulations applicable to the relevant Specified Currency.

Dematerialised Notes shall be issued in one Specified Denomination only.

(c) **Title**

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

Title to Definitive Materialised Notes, including, where appropriate, Coupons and/or a Talon attached, shall pass by delivery.

Except as ordered by a court of competent jurisdiction or as required by law, the holder of any Note (as defined below), Coupon or Talon shall be deemed to be and may be treated as its absolute owner for all purposes, whether or not it is overdue and regardless of any notice of ownership, or an interest in it, any writing on it or its theft or loss and no person shall be liable for so treating the holder.

In these Conditions,

"**Noteholder**" or, as the case may be, "**holder of any Note**" means (a) in the case of Dematerialised Notes, the individual or entity whose name appears in the account of the relevant Account Holder, the Issuer or the Registration Agent (as the case may be) as being entitled to such Notes and (b) in the case of Definitive Materialised Notes, the bearer of any Definitive Materialised Note and the Coupons or Talons relating to it.

Capitalised terms have the meanings given to them in the relevant Final Terms, the absence of any such meaning indicating that such term is not applicable to the Notes.

2. Conversions and Exchanges of Notes

(a) Dematerialised Notes

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

(b) Materialised Notes

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

3. Status

The Notes may be either senior Notes (the "**Senior Notes**") or Subordinated Notes. The Senior Notes may be either Senior Preferred Notes or Senior Non-Preferred Notes, in each case as defined below and as specified in the relevant Final Terms.

(a) Senior Preferred Notes

The Senior Preferred Notes (being those Notes which the applicable Final Terms specify as being Senior Preferred Notes), and, where applicable, any Coupon relating to them are direct, unconditional, unsecured and senior (*chirographaires*) obligations of the Issuer and rank and shall at all times rank:

- (i) *pari passu* without preference among themselves and with other Senior Preferred Notes;
- (ii) senior to Senior Non-Preferred Notes of the Issuer and any obligations ranking junior to Senior Non-Preferred Notes; and
- (iii) junior to all present and future claims benefiting from statutory preferences.

For the purpose of these Conditions:

"**Senior Non-Preferred Notes**" means any obligations or other instruments issued by the Issuer which are within the category of obligations described in Article L. 613-30-3 I 4° of the French *Code monétaire et financier*.

"**Senior Preferred Notes**" means any obligations or other instruments issued by the Issuer which fall or are expressed to fall within the category of obligations described in Article L. 613-30-3 I 3° of the French *Code monétaire et financier*. For the avoidance of doubt, all unsubordinated debt securities issued by the Issuer prior to the entry into force of Article L. 613-30-3 I 4° of the French *Code monétaire et financier* on 11 December 2016 shall constitute Senior Preferred Notes.

(b) Senior Non-Preferred Notes

The Senior Non-Preferred Notes (being those Notes which the applicable Final Terms specify as being Senior Non-Preferred Notes), and, where applicable, any Coupon relating to them are direct, unconditional, unsecured and senior (*chirographaires*) obligations of the Issuer, and rank and shall at all times rank:

- (i) *pari passu* without preference among themselves and with other Senior Non-Preferred Notes;

(ii) senior to Subordinated Notes; and

(iii) junior to present and future claims benefiting from statutory preferences, including Senior Preferred Notes.

Subject to applicable law, if any judgment is issued for the judicial liquidation (*liquidation judiciaire*) of the Issuer or if the Issuer is liquidated for any other reason, the holders of the Senior Non-Preferred Notes in respect such Notes and including, where applicable, the Coupons relating to them, will have a right to payment under the Notes:

(i) only after, and subject to, payment in full of holders of Senior Preferred Notes and other present and future claims benefiting from statutory preferences or otherwise ranking in priority to Senior Non-Preferred Notes; and

(ii) subject to such payment in full, in priority to holders of Subordinated Notes and other present and future claims otherwise ranking junior to Senior Non-Preferred Notes.

It is the intention of the Issuer that the Senior Non-Preferred Notes shall be treated for regulatory purposes as MREL Eligible Instruments under the MREL Regulations but that the obligations of the Issuer and the rights of the Noteholders under the Senior Non-Preferred Notes shall not be affected if the Senior Non-Preferred Notes no longer qualify as MREL Eligible Instruments. However, in such circumstances, the Issuer may redeem the Senior Non-Preferred Notes in accordance with Condition 6(d) (*Redemption of Senior Non-Preferred Notes upon the occurrence of a MREL Disqualification Event*), if a MREL Disqualification Event Call Option is specified as applicable in the relevant Final Terms.

For the purposes of these Conditions:

"FSB TLAC Term Sheet" means the Total Loss-absorbing Capacity (TLAC) term sheet set forth in the document dated 9 November 2015 published by the Financial Stability Board, entitled "*Principles on Loss-absorbing and Recapitalisation Capacity of G-SIBs in Resolution*", as amended from time to time.

"MREL" refers to the "minimum requirement for own funds and eligible liabilities" for banking institutions under the BRRD, set in accordance with Article 45 of the BRRD (as transposed in Article L. 613-44 of the French *Code monétaire et financier*) and Commission Delegated Regulation (EU) 2016/1450 of 23 May 2016, or any successor requirement.

"MREL Eligible Instrument" means an instrument that is eligible to meet the MREL Requirements.

"MREL Group" means any local savings bank (*caisse locale*) of the *Crédit Mutuel de Bretagne*, *Crédit Mutuel du Sud-Ouest* and *Crédit Mutuel Massif Central* federations and of any federation affiliated to the Issuer from time to time, the Issuer and any of its subsidiaries (excluding *Suravenir* and *Suravenir Assurances*) from time to time taken as a whole.

"MREL Regulations" means, at any time, the applicable laws, regulations, requirements, guidelines and policies giving effect to (i) MREL and (ii) additional requirements that may become applicable to the Issuer in connection with the implementation of the TLAC standard set forth in the FSB TLAC Term Sheet or any successor principles, including any relevant implementing legislation and regulation in France. If there are separate laws, regulations, requirements, guidelines and policies giving effect to the principles described in (i) and (ii), then "MREL Regulations" shall mean all such regulations, requirements, guidelines and policies.

"MREL Requirements" means the minimum requirement for own funds and eligible liabilities applicable to the Issuer and/or the MREL Group referred to in the MREL Regulations.

"Subordinated Notes" means any subordinated obligations or other instruments issued by the Issuer which constitute direct, unconditional, unsecured and subordinated obligations of the Issuer.

(c) Subordinated Notes

The Subordinated Notes (being those Notes which the applicable Final Terms specify as to be Subordinated Notes) are issued pursuant to the provisions of Article L. 228-97 of the French *Code de commerce*.

The Subordinated Notes and including, where applicable, the Coupons relating to them constitute direct, unconditional, unsecured and subordinated obligations of the Issuer and rank and shall at all times rank:

- (i) *pari passu* without any preference among themselves;
- (ii) *pari passu* with (a) any present or future obligations or capital instruments of the Issuer which constitute Tier 2 Capital of the Issuer and (b) any other present and future direct, unconditional, unsecured and subordinated obligations of the Issuer that rank or are expressed to rank equally with the Subordinated Notes;
- (iii) senior to any present and future *prêts participatifs* granted to the Issuer, *titres participatifs* issued by the Issuer and deeply subordinated obligations of the Issuer (*engagements dits "super subordonnés" or engagements subordonnés de dernier rang*);
- (iv) junior to (a) any present and future unsubordinated creditors (including depositors) of the Issuer and (b) any present or future subordinated creditors of the Issuer other than the present or future claims of creditors that rank or are expressed to rank *pari passu* with or junior to the Subordinated Notes.

If any judgment is rendered by any competent court declaring the judicial liquidation (*liquidation judiciaire*) of the Issuer or if the Issuer is liquidated for any other reason, the rights of payment of the holders of the Subordinated Notes in respect such Subordinated Notes and including, where applicable, the Coupons relating to them shall be subordinated to the payment in full of all unsubordinated creditors (including depositors) and subordinated creditors of the Issuer other than the present or future claims of creditors ranking *pari passu* with or junior to the Subordinated Notes as aforesaid, and, subject to such payment in full, the holders of the Subordinated Notes including, where applicable, the Coupons relating to them, shall be paid in priority to any *prêts participatifs* granted to the Issuer, any *titres participatifs* issued by it and any deeply subordinated obligations of the Issuer (*engagements dits "super subordonnés" or engagements subordonnés de dernier rang*).

In the event of incomplete payment of unsubordinated creditors and subordinated claims ranking ahead of the claims of holders of Subordinated Notes including, where applicable, the Coupons relating to them, the obligations of the Issuer in connection with the Subordinated Notes including, where applicable, the Coupons relating to them, will be terminated.

If an insolvency proceeding or voluntary liquidation applies to the Issuer, the holders of the Subordinated Notes including, where applicable, the Coupons relating to them, shall be responsible for taking all steps necessary to preserve the rights they may have against the Issuer.

It is the intention of the Issuer that the Subordinated Notes shall, for supervisory purposes, be treated as Tier 2 Capital, but that the obligations of the Issuer and the rights of the holders under the Subordinated Notes shall not be affected if the Subordinated Notes no longer qualify as Tier 2 Capital. However, the Issuer may redeem the Subordinated Notes in accordance with Condition 6(e) (*Redemption of Subordinated Notes upon the occurrence of a Capital Event*).

4. Negative Pledge

(a) Senior Preferred Notes

So long as any of the Senior Preferred Notes or, if applicable, any Coupon relating to them, is outstanding (as defined below), the Issuer will not create or permit to subsist any mortgage, charge, pledge or other form of security interest (*sûreté réelle*) upon any of its assets or revenues, present or future, to secure any Relevant Indebtedness (as defined below) or any guarantee or indemnity in respect of any Relevant Indebtedness unless, at the same time or prior thereto, the Issuer's obligations under the Senior Preferred Notes, and, if applicable Coupons relating to them, are equally and rateably secured therewith.

For the purposes of these Conditions:

"**outstanding**" means, in relation to the Notes of any Series, all the Notes issued other than (a) those that have been redeemed in accordance with these Conditions, (b) those in respect of which the date for redemption has occurred and the redemption moneys (including all interest accrued on such Notes to the date for such redemption and any interest payable after such date) have been duly paid as provided in Condition 8, (c) those which have become void or in respect of which claims have become prescribed, (d)

those which have been purchased and cancelled as provided in the Conditions, (e) in the case of Definitive Materialised Notes (i) those mutilated or defaced Definitive Materialised Notes that have been surrendered in exchange for replacement Definitive Materialised Notes, (ii) (for the purpose only of determining how many such Definitive Materialised Notes are outstanding and without prejudice to their status for any other purpose) those Definitive Materialised Notes alleged to have been lost, stolen or destroyed and in respect of which replacement Definitive Materialised Notes have been issued and (iii) any Temporary Global Certificate to the extent that it shall have been exchanged for one or more Definitive Materialised Notes, pursuant to its provisions.

"Relevant Indebtedness" means any present or future indebtedness for borrowed money in the form of, or represented by, bonds (*obligations*) or other securities which are for the time being, or capable of being, quoted, admitted to trading, or ordinarily dealt in on any regulated stock exchange, over-the counter market or other securities market (and includes *titres de créance négociables* governed by Articles L. 213-1 to L. 213-4-1 of the French *Code monétaire et financier*).

(b) Senior Non-Preferred Notes and Subordinated Notes

There is no negative pledge in respect of Senior Non-Preferred Notes and Subordinated Notes.

5. Interest and other Calculations

(a) Definitions

In these Conditions, unless the context otherwise requires, the following defined terms shall have the meanings set out below:

"Benchmark" means the reference rate as set out in the relevant Final Terms which shall be either EURIBOR or LIBOR.

"Business Day" means:

- (i) in the case of Euro, a day on which the Trans European Automated Real Time Gross Settlement Express Transfer payment system or any successor thereto (the **"TARGET 2 System"**) is operating (a **"TARGET Business Day"**), and/or
- (ii) in the case of a Specified Currency other than euro, a day (other than a Saturday or Sunday) on which commercial banks and foreign exchange markets settle payments in the principal financial centre for that currency, and/or
- (iii) in the case of a Specified Currency and/or one or more additional business centre(s) specified in the relevant Final Terms (the **"Business Centre(s)"**), a day (other than a Saturday or a Sunday) on which commercial banks and foreign exchange markets settle payments in such currency in the Business Centre(s) or, if no currency is indicated, generally in each of the Business Centres so specified.

"Day Count Fraction" means, in respect of the calculation of an amount of interest on any Note for any period of time (from and including the first (1st) day of such period to but excluding the last) (whether or not constituting an Interest Period, the **"Calculation Period"**):

- (i) if **"Actual/365**, **"Actual/365-FBF"** or **"Actual/Actual-ISDA"** is specified in the relevant Final Terms, the actual number of days in the Calculation Period divided by 365 (or, if any portion of that Calculation Period falls in a leap year, the sum of (A) the actual number of days in that portion of the Calculation Period falling in a leap year divided by 366 and (B) the actual number of days in that portion of the Calculation Period falling in a non-leap year divided by 365).
- (ii) if **"Actual/Actual-ICMA"** is specified in the relevant Final Terms:
 - (A) if the Calculation Period is equal to or shorter than the Determination Period during which it falls, the number of days in the Calculation Period divided by the product of (x) the number of days in such Determination Period and (y) the number of Determination Periods normally ending in any year; and
 - (B) if the Calculation Period is longer than one Determination Period, the sum of:

- (x) the number of days in such Calculation Period falling in the Determination Period in which it begins divided by the product of (1) the number of days in such Determination Period and (2) the number of Determination Periods normally ending in any year; and
- (y) the number of days in such Calculation Period falling in the next Determination Period divided by the product of (1) the number of days in such Determination Period and (2) the number of Determination Periods normally ending in any year,

in each case, where

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

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

- (iii) if **"Actual/Actual-FBF"** is specified in the relevant Final Terms, the fraction whose numerator is the actual number of days elapsed during such period and whose denominator is 365 (or 366 if 29 February falls within the Calculation Period). If the Calculation Period is of a duration of more than one year, the basis shall be calculated as follows:
 - the number of complete years shall be counted back from the last day of the Calculation Period;
 - this number shall be increased by the fraction for the relevant period calculated as set out in the first paragraph of this definition.
- (iv) if **"Actual/365 (Fixed)"** is specified in the relevant Final Terms, the actual number of days in the Calculation Period divided by 365.
- (v) if **"Actual/360"** is specified in the relevant Final Terms, the actual number of days in the Calculation Period divided by 360.
- (vi) if **"30/360"**, **"360/360"** or **"Bond Basis"** is specified in the relevant Final Terms, the number of days in the Calculation Period divided by 360 (the number of days to be calculated on the basis of a year of 360 days with 12 30-day months (unless (a) the last day of the Calculation Period is the 31st day of a month but the first day of the Calculation Period is a day other than the 30th or 31st day of a month, in which case the month that includes that last day shall not be considered to be shortened to a 30-day month, or (b) the last day of the Calculation Period is the last day of the month of February, in which case the month of February shall not be considered to be lengthened to a 30-day month)).
- (vii) if **"30/360-FBF"** or **"Actual 30A/360 (American Bond Basis)"** is specified in the relevant Final Terms, in respect of each Calculation Period, the fraction whose denominator is 360 and whose numerator is the number of days calculated as for 30E/360-FBF, subject to the following exception:

where the last day of the Calculation Period is the 31st and the first day is neither the 30th nor the 31st, the last month of the Calculation Period shall be deemed to be a month of 31 days.

Using the same abbreviations as for 30E/360-FBF the fraction is:

If $dd2 = 31$ and $dd1 \neq (30,31)$

then :

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

or

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

- (viii) if **"30E/360"** or **"Eurobond Basis"** is specified in the relevant Final Terms, the number of days in

the Calculation Period divided by 360 (the number of days to be calculated on the basis of a year of 360 days with 12 30-day months, without regard to the date of the first day or last day of the Calculation Period unless, in the case of a Calculation Period ending on the Maturity Date, the Maturity Date is the last day of the month of February, in which case the month of February shall not be considered to be lengthened to a 30-day month).

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

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

Where:

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

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

The fraction is :

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

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

"**Euro Zone**" means the region comprised of member states of the European Union that adopt the single currency in accordance with the Treaty establishing the European Community (signed in Rome on 25 March 1957), as amended by the Treaty on European Union (signed in Maastricht on 7 February 1992) and as amended by the Treaty of Amsterdam (signed in Amsterdam on 2 October 1997).

"**FBF Definitions**" means the definitions set out in the June 2013 FBF Master Agreement relating to transactions on forward financial instruments as supplemented by the Technical Schedules (Additifs Techniques) as published by the *Fédération Bancaire Française*, in their updated version applicable as at the date of issue of the first Tranche of the relevant Series (together the "**FBF Master Agreement**").

"**First Margin**" means the percentage specified as such in the relevant Final Terms.

"**First Reset Date**" means the date specified as such in the relevant Final Terms.

"**First Reset Period**" means the period from (and including) the First Reset Date to (but excluding) the Second Reset Date or, if there is no Second Reset Date, the Maturity Date.

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

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

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

"**Interest Amount**" means the amount of interest payable for a particular period, and in the case of Fixed Rate Notes or Fixed Rate Resettable Notes, means the Fixed Coupon Amount or Broken Amount, as the case may be.

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

relevant Final Terms.

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

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

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

"Interest Period Date" means each Interest Payment Date or such other date as specified in the relevant Final Terms.

"Issue Date" means the date of issue of the Notes.

"Mid-Market Swap Rate" means, for any Reset Period, the arithmetic mean of the bid and offered rates for the fixed leg payable with a frequency equivalent to the frequency with which scheduled interest payments are payable on the Notes during the relevant Reset Period (calculated on the day count basis customary for fixed rate payments in the Specified Currency as determined by the Calculation Agent) of a fixed-for-floating interest rate swap transaction in the Specified Currency which transaction (i) has a term equal to the relevant Reset Period and commencing on the relevant Reset Date, (ii) is in an amount that is representative for a single transaction in the relevant market at the relevant time with an acknowledged dealer of good credit in the swap market and (iii) has a floating leg based on the Mid-Swap Floating Leg Benchmark Rate for the Mid-Swap Maturity (calculated on the day count basis customary for floating rate payments in the Specified Currency as determined by the Calculation Agent).

"Mid-Market Swap Quotation" means a quotation (expressed as a percentage per annum) for the relevant Mid-Market Swap Rate.

"Mid-Market Swap Floating Leg Benchmark Rate" means EURIBOR if the Specified Currency is Euro or LIBOR for the Specified Currency if the Specified Currency is not Euro.

"Mid-Swap Maturity" means the period specified in the applicable Final Terms.

"Mid-Swap Rate" means, in relation to a Reset Period, either:

(a) if Single Mid-Swap Rate is specified in the applicable Final Terms, the rate for swaps in the Specified Currency:

- (i) with a term specified in the Final Terms; and
- (ii) commencing on the relevant Reset Date,

which appears on the Relevant Screen Page; or

(b) if Mean Mid-Swap Rate is specified in the applicable Final Terms, the arithmetic mean (expressed as a percentage rate per annum and rounded, if necessary, to the nearest 0.001 per cent. (0.0005 per cent. being rounded upwards)) of the bid and offered swap rate quotations for swaps in the Specified Currency:

- (i) with a term specified in the Final Terms; and
- (ii) commencing on the relevant Reset Date,

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

If on any Reset Determination Date, the Relevant Screen Page is not available or the Mid-Swap Rate does not appear on the Relevant Screen Page as of the Relevant Time on the relevant Reset Determination Date,

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

If, on any Reset Determination Date, at least three of the Reset Reference Banks provide the Calculation Agent with Mid-Market Swap Rate Quotations, the First Reset Rate of Interest or the Subsequent Reset Rate of Interest, as the case may be, for the relevant Reset Period will be the arithmetic mean (rounded, if necessary, to the nearest 0.001 per cent. (0.0005 per cent. being rounded upwards)) of the relevant quotations provided, eliminating the highest quotation (or, in the event of equality, one of the highest) and the lowest (or, in the event of equality, one of the lowest) and the First Margin or Subsequent Margin, as the case may be, all as determined by the Calculation Agent.

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

If on any Reset Determination Date, only one relevant quotation is provided, the First Reset Rate of Interest or the Subsequent Reset Rate of Interest, as the case may be, for the relevant Reset Period will be the relevant quotation provided and the First Margin or Subsequent Margin, as the case may be, all as determined by the Calculation Agent.

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

"Rate of Interest" means the rate of interest payable from time to time in respect of the Notes and that is specified in the relevant Final Terms calculated on the basis of the Conditions.

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

"Relevant Financial Centre" means, with respect to any Floating Rate, Underlying Value or CMS Rate to be determined in accordance with a Screen Rate Determination on an Interest Determination Date or on any Range Accrual Day, as the case may be, the financial centre as may be specified as such in the relevant Final Terms or, if none is so specified, the financial centre with which the relevant reference rate is most closely connected (which, in the case of EURIBOR or EUR CMS, shall be the Euro-zone and in the case of LIBOR, shall be London) or, if none is so connected, Paris.

"Relevant Date" means, in respect of any Note or Coupon, the date on which payment in respect of it first became due or (if any amount of the money payable is improperly withheld or refused) the date on which payment in full of the amount outstanding is made or (in the case of Materialised Notes if earlier) the date seven days after that on which notice is duly given to the holders of such Materialised Notes that, upon further presentation of the Materialised Note or Coupon being made in accordance with the Conditions, such payment will be made, provided that payment is in fact made upon such presentation.

"Relevant Rate", "Relevant Rate₁" and "Relevant Rate₂" mean the Benchmark(s) for a Representative Amount of the Specified Currency for a period (if applicable or appropriate to the Benchmark) equal to the Specified Duration commencing on the Effective Date.

"Relevant Time" means, with respect to any Interest Determination Date or any Range Accrual Day, the local time in the Relevant Financial Centre specified in the relevant Final Terms or, if no time is specified, the local time in the Relevant Financial Centre at which it is customary to determine bid and offered rates in respect of deposits in the Specified Currency in the interbank market in the Relevant Financial Centre and for this purpose **"local time"** means, with respect to Europe and the Euro-zone as a Relevant Financial Centre, 11:00 a.m. (Brussels time).

"Relevant Screen Page" means such page, section, caption, column or other part of a particular information service as may be specified in the relevant Final Terms.

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

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

"Reset Determination Date" means, in respect of a Reset Period, the date specified as such in the relevant Final Terms.

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

"Reset Reference Banks" means the principal office in the principal financial centre of the Specified Currency of five leading dealers in the swap, money, securities or other market most closely connected with the Mid-Market Swap Rate.

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

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

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

"Subsequent Margin" means the percentage specified as such in the relevant Final Terms.

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

"Subsequent Reset Period" means the period from (and including) the Second Reset Date to (but excluding) the next occurring Subsequent Reset Date, and each successive period from (and including) a Subsequent Reset Date to (but excluding) the next occurring Subsequent Reset Date or, in the case of the final Subsequent Reset Date, to (but excluding) the Maturity Date.

"Subsequent Reset Rate of Interest" means, in respect of any Subsequent Reset Period, the rate of interest determined by the Calculation Agent on the relevant Reset Determination Date as the sum of the relevant Mid-Swap Rate and the relevant Subsequent Margin.

(b) Interest on Fixed Rate Notes

Each Fixed Rate Note bears interest on its outstanding nominal amount from the Interest Commencement Date at the rate per annum (expressed as a percentage) equal to the Rate of Interest, such interest being payable in arrear on each Interest Payment Date.

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

If a Fixed Rate Note is specified in the applicable Final Terms as resettable ("**Fixed Rate Resettable Note**"), the Rate of Interest will initially be a fixed rate and will then be resettable as provided below.

Each Fixed Rate Resettable Note bears interest on its outstanding principal amount from and including the Interest Commencement Date at the rate per annum (expressed as a percentage) equal to:

- (i) for each Interest Period falling in the period from (and including) the Interest Commencement Date to (but excluding) the First Reset Date, the Initial Rate of Interest;
- (ii) for each Interest Period falling in the period from (and including) the First Reset Date to (but excluding) the Second Reset Date or (if there is no Second Reset Date) the Maturity Date, the First

Reset Rate of Interest; and

- (iii) for each Interest Period in any Subsequent Reset Period thereafter, the Subsequent Reset Rate of Interest in respect of the relevant Subsequent Reset Period.

Such interest shall be payable in arrear on each Specified Interest Payment Date.

The Calculation Agent will, as soon as reasonably practicable on each Reset Determination Date, calculate the amount of interest payable for each relevant Interest Period.

The Calculation Agent will cause such amount of interest for each Interest Period falling within each Reset Period to be notified to each of the Paying Agents and to be notified to the Noteholders and any stock exchange on which the relevant Fixed Rate Resettable Notes are listed as soon as possible after their determination but in no event later than the first day of each Reset Period.

(c) Interest on Floating Rate Notes

- (i) *Interest Payment Dates:* Each Floating Rate Note bears interest on its outstanding nominal amount from and including the Interest Commencement Date at the rate per annum (expressed as a percentage) equal to the Rate of Interest, such interest being payable in arrear on each Interest Payment Date. The amount of interest payable shall be determined in accordance with Condition 5(l). Such Interest Payment Date(s) is/are either shown in the relevant Final Terms as Specified Interest Payment Dates or, if no Specified Interest Payment Date(s) is/are shown in the relevant Final Terms, Interest Payment Date shall mean each date which falls the number of months or other period shown in the relevant Final Terms as the Interest Period after the preceding Interest Payment Date or, in the case of the first Interest Payment Date, after the Interest Commencement Date.
- (ii) *Rate of Interest for Floating Rate Notes:* The Rate of Interest in respect of Floating Rate Notes for each Interest Accrual Period shall be determined in the manner specified in the relevant Final Terms in accordance with the provisions below relating to either FBF Determination or Screen Rate Determination, depending upon which is specified in the relevant Final Terms.

(A) FBF Determination for Floating Rate Notes

Where FBF Determination is specified in the relevant Final Terms as the manner in which the Rate of Interest is to be determined, the Rate of Interest for each Interest Accrual Period shall be determined by the Agent by applying one of the following formulae, as specified in the relevant Final Terms:

- (1) Rate of Interest = FBF Rate + Margin;
- (2) Rate of Interest = Margin + [Rate Multiplier x (FBF Rate₁ – FBF Rate₂)];

For the purposes of this sub-paragraph (A), "**FBF Rate**", "**FBF Rate₁**" and "**FBF Rate₂**" for an Interest Accrual Period means (a) rate(s) equal(s) to the Floating Rate that would be determined by the Agent under a notional interest rate swap transaction (*Echange*) in the relevant Specified Currency governed by the FBF Definitions and under which:

- (a) the Floating Rate is as specified in the relevant Final Terms, and
- (b) the Floating Rate Determination Date is as specified in the relevant Final Terms.

Where any Floating Rate is specified in the relevant Final Terms as being determined by linear interpolation in respect of an Interest Accrual Period, the Rate of Interest for such Interest Accrual Period shall be calculated by the Calculation Agent by straight line linear interpolation by reference to two rates based on the relevant Floating Rate, one of which shall be determined as if the maturity were the period of time (for which rates are available) next shorter than the length of the relevant Interest Period, and the other of which shall be determined as if the maturity were the period of time (for which rates are available) next longer than the length of the relevant Interest Accrual Period.

For the purposes of this sub-paragraph (A), "**Floating Rate**", "**Agent**" and "**Floating Rate Determination Date**" are translations of the French terms "*Taux Variable*", "*Agent*" and "*Date de Détermination du Taux Variable*", respectively, which have the meanings given to those terms in the

FBF Definitions.

Unless a higher Minimum Rate of Interest is stated in the applicable Final Terms, the Minimum Rate of Interest shall be deemed to be zero. For the avoidance of doubt, "Minimum Rate of Interest" shall refer to the relevant rate plus any margin.

(B) Screen Rate Determination for Floating Rate Notes

Where Screen Rate Determination is specified in the relevant Final Terms as the manner in which the Rate of Interest is to be determined, the Rate of Interest for each Interest Accrual Period shall be determined by the Calculation Agent by applying one of the following formulae, as specified in the relevant Final Terms:

$$(1) \text{ Rate of Interest} = \text{Relevant Rate} + \text{Margin};$$

$$(2) \text{ Rate of Interest} = \text{Margin} + [\text{Rate Multiplier} \times (\text{Relevant Rate}_1 - \text{Relevant Rate}_2)];$$

at or about the Relevant Time on the Interest Determination Date in respect of such Interest Accrual Period in accordance with the following:

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

in each case appearing on the Relevant Screen Page at the Relevant Time on the Interest Determination Date as disclosed in the relevant Final Terms.

- (b) if the Primary Source for the Floating Rate is Reference Banks or if sub-paragraph (a)(i) applies and no Relevant Rate appears on the Relevant Screen Page at the Relevant Time on the Interest Determination Date or if sub-paragraph (a)(ii) applies and fewer than two Relevant Rates appear on the Relevant Screen Page at the Relevant Time on the Interest Determination Date, subject as provided below, the Rate of Interest shall be determined on the basis of the arithmetic mean of the Relevant Rates that each of the Reference Banks is quoting to leading banks in the Relevant Financial Centre at the Relevant Time on the Interest Determination Date, as determined by the Calculation Agent,
- (c) if paragraph (b) above applies and the Calculation Agent determines that fewer than two Reference Banks are so quoting Relevant Rates, subject as provided below, the Rate of Interest shall be determined on the basis of the arithmetic mean of the rates per annum (expressed as a percentage) that the Calculation Agent determines to be the rates (being the nearest equivalent to the Benchmark) in respect of a Representative Amount of the Specified Currency that at least two out of five leading banks selected by the Calculation Agent in the principal financial centre of the country of the Specified Currency or, if the Specified Currency is Euro, in the Euro-zone as selected by the Calculation Agent (the "**Principal Financial Centre**") are quoting at or about the Relevant Time on the date on which such banks would customarily quote such rates for a period commencing on the Effective Date for a period equivalent to the Specified Duration (I) to leading banks carrying on business in Europe, or (if the Calculation Agent determines that fewer than two of such banks are so quoting to leading banks in Europe) (II) to leading banks carrying on business in the Principal Financial Centre; except that, if fewer than two of such banks are so quoting to leading banks in the Principal Financial Centre, the Rate of Interest shall be the Rate of Interest determined on the previous Interest Determination Date (after readjustment for any difference between any Margin, Rate Multiplier or Maximum or Minimum Rate of Interest applicable to the preceding Interest Accrual Period and to the relevant Interest Accrual Period),
- (d) Notwithstanding paragraph (c) above, if, at any time prior to or on any Interest Determination Date, the Issuer in consultation with the Calculation Agent determines, acting in good faith

and in a commercially reasonable manner, that the screen rate that constitutes the relevant Relevant Rate has been discontinued or that an Administrator/Benchmark Event has occurred:

- (i) the Issuer will as soon as reasonably practicable (and in any event prior to the next following Interest Determination Date (up until which time paragraph (b) above will continue to apply)) appoint an agent (the "**Relevant Rate Determination Agent**") that shall determine, acting in good faith and in a commercially reasonable manner whether, for the purposes of determining the Relevant Rate on each following Interest Determination Date, a substitute or successor rate is available, being a rate that is most comparable to the Relevant Rate. If the Relevant Rate Determination Agent determines that there is an industry-accepted substitute or successor rate, the Relevant Rate Determination Agent will use such substitute or successor rate to determine the Relevant Rate (such rate, the "**Replacement Relevant Rate**"). The Relevant Rate Determination Agent may be (i) a leading bank or a broker-dealer in the Principal Financial Centre of the Specified Currency (which may include one of the Dealers involved in the issue of the Floating Rate Notes), (ii) an independent financial adviser, (iii) an affiliate of the Issuer and/or (iv) the Calculation Agent;
- (ii) if the Relevant Rate Determination Agent has determined a Replacement Relevant Rate in accordance with the foregoing, the Relevant Rate Determination Agent will also determine concomitant changes (if any) to the Business Day Convention, the definition of Business Day, the Interest Determination Date, the Day Count Fraction, and any method for obtaining the Replacement Relevant Rate, and such other changes or adjustments necessary to make such Replacement Relevant Rate as comparable as possible to the Relevant Rate, in each case in a manner that is consistent with industry-accepted practices for such Replacement Relevant Rate and such guidance promulgated by associations involved in the establishment of market standards and/or protocols in the international financial and/or debt capital markets as the Relevant Rate Determination Agent may consider relevant for such Replacement Relevant Rate;
- (iii) references to the "Relevant Rate" in these Conditions will thenceforth be deemed to be references to the Replacement Relevant Rate, including any concomitant changes and adjustments determined in accordance with paragraph (ii) above. The determination of the Replacement Relevant Rate and such concomitant changes and adjustments by the Relevant Rate Determination Agent will (in the absence of manifest error) be final and binding on the Issuer, the Calculation Agent, the Fiscal Agent, the Noteholders and any other person and each Noteholder shall be deemed to have accepted the Replacement Relevant Rate and such related changes and adjustments pursuant to this paragraph (d); and
- (iv) as soon as reasonably practicable, the Relevant Rate Determination Agent will notify the Issuer of the foregoing and the Issuer will give notice to the Noteholders (in accordance with Condition 16 (Notices)) and the Fiscal Agent specifying the Replacement Relevant Rate, as well as the concomitant changes and adjustments determined in accordance with paragraph (ii) above.

If the Relevant Rate Determination Agent has determined that the relevant Relevant Rate has been discontinued and/or an Administrator/Benchmark Event has occurred, and for any reason a Replacement Relevant Rate has not been or cannot be determined on or prior to the next following Interest Determination Date, then no Replacement Relevant Rate will be adopted, and in such case, the Rate of Interest shall be the Rate of Interest determined on the previous Interest Determination Date (after readjustment for any difference between any Margin, Rate Multiplier or Maximum Rate of Interest or Minimum Rate of Interest applicable to the preceding Interest Accrual Period and to the relevant Interest Accrual Period).

Where:

"Administrator/Benchmark Event" means, in relation to any Floating Rate Notes and a Benchmark, the occurrence of a Benchmark Modification or Cessation Event, a Non-Approval Event, a Rejection Event or a Suspension/Withdrawal Event.

"Benchmark Modification or Cessation Event" means, in respect of any Floating Rate

Notes and a Benchmark:

- (a) any material changes in such Benchmark;
- (b) the permanent or indefinite cancellation or cessation in the provision of such Benchmark;
- (c) a relevant regulator or other official sector entity prohibits the use of such Benchmark.

"Benchmark Regulation" means the EU Benchmark Regulation (Regulation (EU) 2016/1011) (as may be amended from time to time).

"Non-Approval Event" means, in respect of the Benchmark:

- (a) any authorisation, registration, recognition, endorsement, equivalence or approval in respect of the Benchmark or the administrator or sponsor of the Benchmark has not been or will not be obtained;
- (b) the Benchmark or the administrator or sponsor of the Benchmark has not been or will not be included in an official register; or
- (c) the Benchmark or the administrator or sponsor of the Benchmark does not or will not fulfil any legal or regulatory requirement applicable to the Floating Rate Notes, the Issuer, the Calculation Agent or the Benchmark,

in each case, as required under any applicable law or regulation for any of the Issuer, the Calculation Agent or any other entity to perform its obligations in respect of the Floating Rate Notes. For the avoidance of doubt, a Non-Approval Event shall not occur if, notwithstanding that the Benchmark or the administrator or sponsor of the Benchmark is not or will not be included in an official register because its authorisation, registration, recognition, endorsement, equivalence or approval is suspended, at the time of such suspension the continued provision and use of the Benchmark is nevertheless permitted in respect of the Floating Rate Notes under applicable law or regulation during the period of such suspension.

"Rejection Event" means, in respect of the Benchmark, the relevant competent authority or other relevant official body rejects or refuses or will reject or refuse any application for authorisation, registration, recognition, endorsement, equivalence, approval or inclusion in any official register which, in each case, is required in relation to the Floating Rate Notes, the Benchmark or the administrator or sponsor of the Benchmark under any applicable law or regulation for any of the Issuer, the Calculation Agent or any other entity to perform its obligations in respect of the Floating Rate Notes.

"Suspension/Withdrawal Event" means, in respect of the Benchmark:

- (a) the relevant competent authority or other relevant official body suspends or withdraws or will suspend or withdraw any authorisation, registration, recognition, endorsement, equivalence decision or approval in relation to the Benchmark or the administrator or sponsor of the Benchmark which is required under any applicable law or regulation for any of the Issuer, the Calculation Agent or any other entity to perform its obligations in respect of the Floating Rate Notes; or
- (b) the Benchmark or the administrator or sponsor of the Benchmark is or will be removed from any official register where inclusion in such register is or will be required under any applicable law in order for any of the Issuer, the Calculation Agent or any other entity to perform its obligations in respect of the Floating Rate Notes.

For the avoidance of doubt, a Suspension/Withdrawal Event shall not occur if such authorisation, registration, recognition, endorsement, equivalence decision or approval is or will be suspended or where inclusion in any official register is or will be withdrawn if, at the time of such suspension or withdrawal, the continued provision and use of the Benchmark is permitted in respect of the Floating Rate Notes under applicable law or regulation during the period of such suspension or withdrawal, and

- (d) Where any Benchmark is specified in the relevant Final Terms as being determined by linear interpolation in respect of an Interest Accrual Period, the Rate of Interest for such Interest Accrual Period shall be calculated by the Calculation Agent by straight line linear interpolation by reference to two rates based on the Relevant Rate(s), one of which shall be determined as if the maturity were the period of time (for which rates are available) next shorter than the length of the relevant Interest Accrual Period, and the other of which shall be

determined as if the maturity were the period of time (for which rates are available) next longer than the length of the relevant Interest Accrual Period.

Unless a higher Minimum Rate of Interest is stated in the applicable Final Terms, the Minimum Rate of Interest shall be deemed to be zero. For the avoidance of doubt, "Minimum Rate of Interest" shall refer to the relevant rate plus any margin.

(d) Rate of Interest on CMS Linked Notes

(i) Interest Payment Dates

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

(ii) CMS Rate

(a) The Rate of Interest in respect of CMS Linked Notes for each Interest Accrual Period shall be determined by the Calculation Agent by applying one of the following formulae, as specified in the relevant Final Terms:

- (A) Rate of Interest = CMS Rate + Margin;
- (B) Rate of Interest = CMS Rate – Margin;
- (C) Rate of Interest = Rate Multiplier x (CMS Rate + Margin);
- (D) Rate of Interest = Rate Multiplier x (CMS Rate – Margin);
- (E) Rate of Interest = Rate Multiplier x (CMS Rate₁ – CMS Rate₂);
- (F) Rate of Interest = Margin + [Rate Multiplier x (CMS Rate₁ – CMS Rate₂)];
- (G) Rate of Interest = Margin + [Rate Multiplier x (Applicable Rate – CMS Rate)];
- (H) Rate of Interest = Margin + [Rate Multiplier x (CMS Rate – Applicable Rate)];
- (I) Rate of Interest = Rate Multiplier x (Applicable Rate – CMS Rate);

where:

"Applicable Rate" means the rate (expressed as a percentage) specified in the relevant Final Terms and may be a Fixed Rate or a Floating Rate.

"CMS Rate", **"CMS Rate₁"** and **"CMS Rate₂"** mean the relevant CMS Reference Rate(s) as specified in the applicable Final Terms.

"CMS Reference Rate" means the EUR CMS relating to the relevant maturity (the relevant maturity year mid swap rate in EUR (annual 30/360)), which appears on the Relevant Screen Page, being Reuters page "ISDAFIX2" under the heading "EURIBOR Basis", as at Relevant Time which shall be 11.00 a.m. Frankfurt time, in the case of the EUR-ISDA-EURIBOR Swap Rate-11.00 on the relevant Interest Determination Date or, where a CMS Rate applies for the purposes of any Range Accrual Note pursuant to Condition 5 (e) below, Range Accrual Day (as defined in Condition 5(e) below) or on any other relevant date.

In the event that the EUR CMS does not appear on the Relevant Screen Page on any relevant date, the Calculation Agent shall determine on such relevant date the applicable rate based on quotations of five Reference Banks (to be selected by the Calculation Agent and the Issuer) for EUR CMS relating to the relevant maturity (in each case the relevant mid-market annual swap rate commencing two TARGET Business Days following such relevant date). The highest and lowest (or, in the event of equality, one of the highest and/or lowest) quotations so determined shall be disregarded by the Calculation Agent for the purpose of determining the Reference Rate which will be the arithmetic mean (rounded if necessary to five significant figures with halves being rounded up) of such provided quotations.

If, for any reason, the EUR CMS is no longer published or if fewer than three quotations are provided to the Calculation Agent in accordance with the above paragraph, it will be determined by the Calculation Agent in its sole discretion, acting in good faith and in a commercial and reasonable manner.

"**Rate Multiplier**" means the number specified in the relevant Final Terms.

(e) **Rate of Interest on Range Accrual Notes**

The Rate of Interest in respect of any Notes with respect to one or more Interest Accrual Periods may be conditional upon the relevant Underlying Value (as defined below) being equal to, lower than and/or greater than pre-determined rates on one or more days during a specified period as shall be specified in the relevant Final Terms (a "**Range Accrual Note**"). In the event that such conditionality is not satisfied in respect of one or more dates falling within any such specified periods, no interest may be payable in respect of such specified period or interest will only be paid in respect only of those days in such specified period on which such conditionality has been satisfied.

The Rate of Interest in respect of Range Accrual Notes for each Interest Accrual Period shall be a rate per annum determined by the Calculation Agent in accordance with the following formula:

$$\text{Rate of Interest} = \text{Applicable Rate} \times \text{Accrual Factor}$$

For the purposes of such Range Accrual Notes, the following terms shall have the following meanings:

"**Accrual Factor**" means, with respect to an Interest Accrual Period, the number of Range Accrual Days in the relevant Interest Observation Period in respect of which the relevant Underlying Value fell within the relevant Range divided by the total number of Range Accrual Days in such Interest Observation Period, in each case as determined by the Calculation Agent.

"**Applicable Rate**" means a rate (expressed as a percentage) specified in the relevant Final Terms and may be a Fixed Rate, Floating Rate or CMS Rate.

"**Interest Observation Period**" means, in respect of an Interest Accrual Period, such Interest Accrual Period. For each calendar day which is not a Business Day during the Interest Observation Period, the level of the relevant Underlying Value for each such day shall be the corresponding level of the relevant Underlying Value applicable to the immediately preceding Business Day in such Interest Observation Period. The level of the relevant Underlying Value attributable to each of the last five (5) calendar days of such Interest Accrual Period (inclusive) shall be the corresponding level of the relevant Underlying Value applicable to the last Business Day of such Interest Accrual Period falling immediately prior to such fifth calendar day.

"**Lower Limit**" means, in respect of any relevant Range Accrual Day, the limit specified in the applicable Final Terms.

"**Range**" means in respect of the relevant Underlying Value any one (only) of Range₁, Range₂, Range₃, Range₄ or Range₅ as specified in the relevant Final Terms.

"**Range₁**" means that on the relevant Range Accrual Day the relevant Underlying Value is greater than or equal to the Lower Limit and lower than or equal to the Upper Limit.

"**Range₂**" means that on the relevant Range Accrual Day the relevant Underlying Value is greater than the Lower Limit and lower than the Upper Limit.

"**Range₃**" means that on the relevant Range Accrual Day the relevant Underlying Value is greater than or equal to the Lower Limit and lower than the Upper Limit.

"**Range₄**" means that on the relevant Range Accrual Day the relevant Underlying Value is greater than the Lower Limit and lower than or equal to the Upper Limit.

"**Range₅**" means that on the relevant Range Accrual Day the relevant Underlying Value and/or is less than the Lower Limit or greater than the Upper Limit.

"**Range Accrual Day**" means, with respect to an Interest Observation Period, each date specified as a Range Accrual Day in the relevant Final Terms, which may be each date falling every one (1), seven (7), 30, 60, 90, 180 or 365 days after the first date specified in the applicable Final Terms or such other date(s) (as specified in the applicable Final Terms) falling within such Interest Observation Period.

"**Underlying**" means the reference rate as set out in the relevant Final Terms which shall any of EURIBOR, LIBOR or EUR CMS.

"**Underlying Value**" means, with respect to a Range Accrual Day, as applicable the rate of the Underlying on that Range Accrual Day as determined by the Calculation Agent. For the avoidance of doubt, the Underlying Value may have a positive value, negative value or may be equal to zero (0).

"**Upper Limit**" means, in respect of any relevant Range Accrual Day, the limit specified in the applicable Final Terms.

Where (i) EUR CMS is specified in the relevant Final Terms as the Underlying, the Underlying Value on each Range Accrual Day shall be determined as the relevant CMS Rate by the Calculation Agent on such Range Accrual Day in accordance with the provisions of Condition 5 (d)(ii); or (ii) EURIBOR or LIBOR is specified in the relevant Final Terms as the Underlying and Screen Rate Determination is specified in such Final Terms as the manner in which the Underlying Value is to be determined, the Underlying Value on each Range Accrual Day shall be determined by the Calculation Agent at or about the Relevant Time on such Range Accrual Day by applying *mutatis mutandis* the provisions of Condition 5 (c)(ii)(B)(a), (b) and (c) except that:

- (i) any reference to "Rate of Interest" or "Floating Rate" shall be deemed to be a reference to the relevant Underlying Value;
- (ii) any reference to "Interest Determination Date" shall be deemed to be a reference to the relevant Range Accrual Day; and
- (iii) the phrases "plus or minus (as indicated in the relevant Final Terms) the Margin (if any) " in Condition 5(c)(ii)(B)(a) and (b) and " (after readjustment for any difference between any Margin, Rate Multiplier or Maximum or Minimum Rate of Interest applicable to the preceding Interest Accrual Period and to the relevant Interest Accrual Period) " in Condition 5(c)(ii)(B)(c) shall not apply.

(f) Inverse Floating Rate Notes/Inverse CMS Rate Notes

The Rate of Interest in respect of Inverse Floating Rate Notes or Inverse CMS Rate Notes in respect of for each Interest Accrual Period, shall be equal to the Fixed Rate specified in the relevant Final Terms minus the Floating Rate or the CMS Rate, as the case may be, specified in the relevant Final Terms.

(g) Fixed/Floating Rate Notes, Fixed/CMS Rate Notes, Floating/Fixed Rate Notes, CMS/Fixed Rate Notes, Fixed/Fixed Rate Notes and Floating/Floating Rate Notes

Fixed/Floating Rate Notes, Fixed/CMS Rate Notes, Floating/Fixed Rate Notes, CMS/Fixed Rate Notes, Fixed/Fixed Rate Notes, Floating/Floating Rate Notes are Notes for which a change of interest basis (the "**Change of Interest Basis**") is specified to be applicable in the relevant Final Terms.

Fixed/Floating Rate Notes, Fixed/CMS Rate Notes, Floating/Fixed Rate Notes or CMS/Fixed Rate Notes may bear interest at a rate that:

- (i) the Issuer may elect to convert on the date set out in the Final Terms (the "**Switch Date**") from a Fixed Rate to a Floating Rate, or from a Floating Rate to a Fixed Rate. The Issuer election to change the interest basis (the "**Issuer Change of Interest Basis**") should be deemed effective after

a valid notification sent by the Issuer to the relevant Noteholders within the period specified in the relevant Final Terms; or

- (ii) will automatically change from a Fixed Rate to a Floating Rate or from a Floating Rate to a Fixed Rate on the Switch Date (the "**Automatic Change of Interest Basis**").

Fixed/Fixed Rate Notes or Floating/Floating Rate Notes, as the case may be, may bear interest at a rate that:

- (i) the Issuer may elect to convert on the Switch Date from a Fixed Rate to a different Fixed Rate or from a Floating Rate to a different Floating Rate. Such Issuer Change of Interest Basis should be deemed effective after a valid notification sent by the Issuer to the relevant Noteholders within the period specified in the relevant Final Terms; or
- (ii) will automatically change from a Fixed Rate to a different Fixed Rate or from a Floating Rate to a different Floating Rate on the Switch Date.

(h) Zero Coupon Notes

Where a Note the Interest Basis of which is specified to be Zero Coupon is repayable prior to the Maturity Date, if so specified in the relevant Final Terms, pursuant to Condition 6(f) (*Early Redemption Amount and Optional Redemption Amount*) and is not paid when due, the amount due and payable prior to the Maturity Date shall be the Early Redemption Amount or the Optional Redemption Amount, as the case may be. As from the Maturity Date, the Rate of Interest for any overdue principal of such a Note shall be a rate per annum (expressed as a percentage) equal to the Amortisation Yield (as described in Condition 6(f)(i) (*Early Redemption Amount and Optional Redemption Amount - Zero Coupon Notes*)).

(i) Business Day Convention

If any date referred to in these Conditions that is specified to be subject to adjustment in accordance with a Business Day Convention would otherwise fall on a day that is not a Business Day, then, if the Business Day Convention specified is (A) the Floating Rate Business Day Convention, such date shall be postponed to the next day that is a Business Day unless it would thereby fall into the next calendar month, in which event (x) such date shall be brought forward to the immediately preceding Business Day and (y) each subsequent such date shall be the last Business Day of the month in which such date would have fallen had it not been subject to adjustment, (B) the Following Business Day Convention, such date shall be postponed to the next day that is a Business Day, (C) the Modified Following Business Day Convention, such date shall be postponed to the next day that is a Business Day unless it would thereby fall into the next calendar month, in which event such date shall be brought forward to the immediately preceding Business Day or (D) the Preceding Business Day Convention, such date shall be brought forward to the immediately preceding Business Day. Notwithstanding the foregoing, where the applicable Final Terms specify that the relevant Business Day Convention is to be applied on an "unadjusted" basis, the Interest Amount payable on any date shall not be affected by the application of that Business Day Convention.

(j) Accrual of Interest

Interest shall cease to accrue on each Note on the due date for redemption unless (i) in the case of Dematerialised Notes, on such due date or (ii) in the case of Materialised Notes, upon due presentation, payment is improperly withheld or refused, in which event interest shall continue to accrue (as well after as before judgement) at the Rate of Interest in the manner provided in this Condition 5 to the Relevant Date.

(k) Margin, Maximum/Minimum Rates of Interest, Redemption Amounts and Rounding:

- (a) If any Margin is specified in the relevant Final Terms (either (x) generally, or (y) in relation to one or more Interest Accrual Periods), an adjustment shall be made to all Rates of Interest, in the case of (x), or the Rates of Interest for the specified Interest Accrual Periods, in the case of (y), by adding (if a positive number) or subtracting (if a negative number) the absolute value of such Margin, subject always to the next paragraph.
- (b) If any Minimum Rate of Interest is specified in the relevant Final Terms for any Interest Period, then, in the event that the Rate of Interest in respect of any such Interest Period is less than such Minimum Rate of Interest, the Rate of Interest for such Interest Period shall be such Minimum Rate of Interest.

- (c) If any Maximum Rate of Interest is specified in the relevant Final Terms for any Interest Period, then, in the event that the Rate of Interest in respect of any such Interest Period is greater than such Maximum Rate of Interest, the Rate of Interest for such Interest Period shall be such Maximum Rate of Interest.
- (d) If any Maximum or Minimum Redemption Amount is specified in the relevant Final Terms, then any Redemption Amount shall be subject to such maximum or minimum, as the case may be.

For the purposes of any calculations required pursuant to these Conditions (unless otherwise specified in these Conditions), (w) if FBF Determination is specified in the relevant Final Terms, all percentages resulting from such calculations shall be rounded, if necessary, to the nearest ten-thousandth of a percentage point (with halves being rounded up), (x) all percentages resulting from such calculations shall be rounded, if necessary, to the nearest fifth decimal (with halves being rounded up), (y) all figures shall be rounded to seven figures (with halves being rounded up) and (z) all currency amounts that fall due and payable shall be rounded to the nearest unit of such currency (with halves being rounded up), save in the case of yen, which shall be rounded down to the nearest yen. For these purposes "unit" means the lowest amount of such currency that is available as legal tender in the country of such currency.

(l) Calculations

The amount of interest payable in respect of any Note for any period shall be calculated by multiplying the product of the Rate of Interest and the outstanding nominal amount of such Note by the Day Count Fraction, unless an Interest Amount is specified in respect of such period, in which case the amount of interest payable in respect of such Note for such period shall equal such Interest Amount. Where any Interest Period comprises two or more Interest Accrual Periods, the amount of interest payable in respect of such Interest Period shall be the sum of the amounts of interest payable in respect of each of those Interest Accrual Periods.

(m) Determination and Publication of Rates of Interest, Interest Amounts, Final Redemption Amounts, Early Redemption Amounts and Optional Redemption Amounts

The Calculation Agent shall, as soon as practicable on such date as the Calculation Agent may be required to calculate any rate or amount, obtain any quotation or make any determination or calculation, determine such rate and calculate the Interest Amounts in respect of each Specified Denomination of the Notes for the relevant Interest Accrual Period, calculate the Final Redemption Amount, Early Redemption Amount or Optional Redemption Amount, obtain such quotation or make such determination or calculation, as the case may be, and cause the Rate of Interest and the Interest Amounts for each Interest Period and the relevant Interest Payment Date and, if required to be calculated, the Final Redemption Amount, Early Redemption Amount, or Optional Redemption Amount to be notified to the Fiscal Agent, the Issuer, each of the Paying Agents, the holders of Notes, any other Calculation Agent appointed in respect of the Notes that is to make a further calculation upon receipt of such information and, if the Notes are admitted to trading on a Regulated Market of the EEA and the rules of such Regulated Market so require, such Regulated Market as soon as possible after their determination but in no event later than (i) the commencement of the relevant Interest Period, if determined prior to such time, in the case of notification to such Regulated Market of a Rate of Interest and Interest Amount, or (ii) in all other cases, the fourth Business Day after such determination and, in the case of Range Accrual Notes, no later than the last day of the relevant Interest Accrual Period. Where any Interest Payment Date or Interest Period Date is subject to adjustment pursuant to Condition 5(i), the Interest Amounts and the Interest Payment Date so published may subsequently be amended (or appropriate alternative arrangements made by way of adjustment) without notice in the event of an extension or shortening of the Interest Period. The determination of any rate or amount, the obtaining of each quotation and the making of each determination or calculation by the Calculation Agent(s) shall (in the absence of manifest error) be final and binding upon all parties.

(n) Calculation Agent and Reference Banks

The Issuer shall procure that there shall at all times be four Reference Banks (or such other number as may be required) with offices in the Relevant Financial Centre and one or more Calculation Agents if provision is made for them in the relevant Final Terms and for so long as any Note is outstanding (as defined above). If any Reference Bank (acting through its relevant office) is unable or unwilling to continue to act as a Reference Bank, then the Issuer shall appoint another Reference Bank with an office in the Relevant Financial Centre to act as such in its place. Where more than one Calculation Agent is appointed in respect of the Notes, references in these Conditions to the Calculation Agent shall be construed as each Calculation Agent performing its respective duties under the Conditions. If the Calculation Agent is unable or unwilling

to act as such or if the Calculation Agent fails duly to establish the Rate of Interest for an Interest Period or Interest Accrual Period or to calculate any Interest Amount, Final Redemption Amount, Early Redemption Amount or Optional Redemption Amount, as the case may be, or to comply with any other requirement, the Issuer shall appoint a leading bank or investment banking firm engaged in the interbank market (or, if appropriate, money, swap or over-the-counter index options market) that is most closely connected with the calculation or determination to be made by the Calculation Agent (acting through its principal Paris or Luxembourg office, as appropriate, or any other office actively involved in such market) to act as such in its place. The Calculation Agent may not resign its duties without a successor having been appointed as aforesaid.

6. Redemption, Purchase and Options

(a) Final Redemption

Unless previously redeemed, purchased and cancelled as provided below or in accordance with Condition 6(b) (*Redemption at the Option of the Issuer and Partial Redemption*), Condition 6(c) (*Redemption of Senior Notes at the Option of Noteholders*), Conditions 6(d) (*Redemption of Senior Non-Preferred Notes upon the occurrence of a MREL Disqualification Event*), Conditions 6(e) (*Redemption of Subordinated Notes upon the occurrence of a Capital Event*) or Conditions 6(g) (*Redemption for Taxation Reasons*), each Note shall be finally redeemed on the Maturity Date specified in the relevant Final Terms at its Final Redemption Amount (which is its nominal amount).

(b) Redemption at the Option of the Issuer and Partial Redemption

- (i) If a Call Option is specified as applicable in the relevant Final Terms, the Issuer may, subject to compliance by the Issuer of all the relevant laws, regulations and directives (and subject (i) in the case of Subordinated Notes, to the provisions of Condition 6(j) (*Additional conditions to redemption and purchase of Subordinated Notes prior to Maturity Date*), or (ii) in the case of Senior Non-Preferred Notes, to the provisions of Condition 6(k) (*Additional conditions to redemption, purchase and cancellation of Senior Non-Preferred Notes prior to Maturity Date*), and, in each case, on giving not less than fifteen (15) nor more than thirty (30) days' irrevocable notice in accordance with Condition 16 (*Notices*) to the holders of Notes (or such other period as may be specified in the relevant Final Terms) redeem all or, if so provided, some, of the Notes on any Optional Redemption Date. Any such redemption of Notes shall be at their Optional Redemption Amount (as set out in Condition 6(f) (*Early Redemption Amount and Optional Redemption Amount*)) together with interest accrued to the date fixed for redemption, if any. Any such redemption must relate to Notes of a nominal amount at least equal to the Minimum Redemption Amount to be redeemed as specified in the relevant Final Terms and no greater than the Maximum Redemption Amount to be redeemed as specified in the relevant Final Terms.

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

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

In the case of a partial redemption of Dematerialised Notes, the redemption shall be effected by reducing the nominal amount of all such Dematerialised Notes in a Series in proportion to the aggregate nominal amount redeemed.

So long as the Notes are listed on the Official List of the Luxembourg Stock Exchange and admitted to trading on the Regulated Market of the Luxembourg Stock Exchange and the rules thereof so require, the Issuer shall, once in each year in which there has been a partial redemption of the Notes, cause to be published either on the website of the Luxembourg Stock Exchange (www.bourse.lu) or in a leading newspaper of general circulation in Luxembourg a notice specifying the aggregate nominal amount of Notes outstanding and, in the case of Materialised Notes a list of any Materialised Notes, drawn for redemption but not surrendered.

- (ii) In the case of Subordinated Notes, no redemption at the option of the Issuer will be permitted prior to five years from the Issue Date.

- (iii) In the case of Senior Non-Preferred Notes, no redemption at the option of the Issuer will be permitted prior to one year from the Issue Date.

(c) Redemption of Senior Notes at the Option of Noteholders

If a Put Option is specified as applicable in the relevant Final Terms, the Issuer shall, at the option of the Noteholder, upon the Noteholder giving not less than fifteen (15) nor more than thirty (30) days' notice to the Issuer (or such other period as may be specified in the relevant Final Terms) redeem such Senior Note on the Optional Redemption Date(s) at its Optional Redemption Amount (as set out in Condition 6(f) (*Early Redemption Amount and Optional Redemption Amount*)) together with interest accrued to the date fixed for redemption.

To exercise such option that may be set out in the relevant Final Terms, the Noteholder must deposit with a Paying Agent at its specified office a duly completed option exercise notice (the "**Exercise Notice**") in the form obtained during normal business hours from any Paying Agent or the Registration Agent, as the case may be, within the notice period. In the case of Materialised Notes, the Exercise Notice shall have attached to it the relevant Senior Notes (together with all unmatured Coupons and unexchanged Talons). In the case of Dematerialised Notes, the Noteholder shall transfer, or cause to be transferred, the Dematerialised Notes to be redeemed to the account of the Paying Agent with a specified office in Paris, as specified in the Exercise Notice. No option so exercised and, where applicable, no Senior Note so deposited or transferred, may be withdrawn without the prior consent of the Issuer.

In the case of Senior Non-Preferred Notes, no redemption at the option of the Noteholders will be permitted prior to one year from the Issue Date and any such redemption will be subject to the provisions of Condition 6(k) (*Additional conditions to redemption, purchase and cancellation of Senior Non-Preferred Notes prior to Maturity Date*).

(d) Redemption of Senior Non-Preferred Notes upon the occurrence of a MREL Disqualification Event

If the Notes are Senior Non-Preferred Notes and a MREL Disqualification Event Call Option is specified as applicable in the relevant Final Terms, then upon the occurrence of a MREL Disqualification Event, the Issuer may, at its option at any time and subject to having given not more than forty-five (45) nor less than thirty (30) calendar days' notice to the Noteholders (which notice shall be irrevocable) in accordance with Condition 16 (*Notices*) below, redeem all (but not some only) of the outstanding Senior Non-Preferred Notes at their Early Redemption Amount, together with accrued but unpaid interest (if any) thereon, subject to the provisions of Condition 6(k) (*Additional conditions to redemption, purchase and cancellation of Senior Non-Preferred Notes prior to Maturity Date*).

"**MREL Disqualification Event**" means, at any time, that all or part of the outstanding nominal amount of the Senior Non-Preferred Notes does not fully qualify as MREL Eligible Instruments, except where such non-qualification is due to the remaining maturity of such Notes being less than any period prescribed by the MREL Regulations.

(e) Redemption of Subordinated Notes upon the occurrence of a Capital Event

If the Notes are Subordinated Notes and a Capital Event Call Option is specified as applicable in the relevant Final Terms, then upon occurrence of a Capital Event, the Issuer may, at its option (but subject to the provisions of Condition 6(j) (*Additional conditions to redemption and purchase of Subordinated Notes prior to Maturity Date*)) at any time, subject to having given not more than forty-five (45) nor less than thirty (30) calendar days' notice to the Noteholders in accordance with Condition 16 (*Notices*) (which notice shall be irrevocable), redeem all (but not some only) of the outstanding Subordinated Notes at their Early Redemption Amount, together with accrued but unpaid interest (if any) thereon.

"**Applicable Banking Regulations**" means at any time the laws, regulations, requirements, guidelines and policies relating to capital adequacy then in effect in France including, without limitation to the generality of the foregoing, those regulations, requirements, guidelines and policies relating to capital adequacy then in effect of, and as applied by, the Relevant Regulator.

"**Capital Event**" means a change in the regulatory classification of the Subordinated Notes that was not reasonably foreseeable at the Issue Date, as a result of which the Subordinated Notes would be fully excluded from Tier 2 Capital;

"**Relevant Regulator**" means the European Central Bank and any successor or replacement thereto, or other authority having primary responsibility for the prudential oversight and supervision of the Issuer; and

"**Tier 2 Capital**" means capital which is treated by the Relevant Regulator as a constituent of tier 2 under Applicable Banking Regulations from time to time for the purposes of the Issuer.

(f) Early Redemption Amount and Optional Redemption Amount

(i) Zero Coupon Notes

- (A) The Early Redemption Amount payable in respect of any Zero Coupon Note, upon redemption of such Note pursuant to Condition 6(g) (*Redemption for Taxation Reasons*), Condition 6(d) (*Redemption of Senior Non-Preferred Notes upon the occurrence of a MREL Disqualification Event*) with respect to Senior Non-Preferred Notes and Condition 6(e) (*Redemption of Subordinated Notes upon the occurrence of a Capital Event*) with respect to Subordinated Notes or upon it becoming due and payable as provided in Condition 10, or the Optional Redemption Amount pursuant to Condition 6(b) (*Redemption at the Option of the Issuer and Partial Redemption*) or 6(c) (*Redemption of Senior Notes at the Option of Noteholders*) in respect of such Notes, as the case may be, shall be the Amortised Nominal Amount (calculated as provided below) of such Note.
- (B) Subject to the provisions of sub-paragraph (C) below, the Amortised Nominal Amount of any such Note shall be the scheduled Final Redemption Amount of such Note on the Maturity Date discounted at a rate per annum (expressed as a percentage) equal to the Amortisation Yield (which shall be such rate as would produce an Amortised Nominal Amount equal to the issue price of the Notes if they were discounted back to their issue price on the Issue Date) compounded annually.
- (C) If the Amortised Nominal Amount payable in respect of any such Note upon its redemption pursuant to Condition 6(b) (*Redemption at the Option of the Issuer and Partial Redemption*), 6(c) (*Redemption of Senior Notes at the Option of Noteholders*), 6(g) (*Redemption for Taxation Reasons*), 6(d) (*Redemption of Senior Non-Preferred Notes upon the occurrence of a MREL Disqualification Event*) with respect to Senior Non-Preferred Notes or Condition 6(e) (*Redemption of Subordinated Notes upon the occurrence of a Capital Event*) with respect to Subordinated Notes or upon it becoming due and payable as provided in Condition 10 is not paid when due, the Early Redemption Amount or the Optional Redemption Amount, as the case may be, due and payable in respect of such Note shall be the Amortised Nominal Amount of such Note as defined in sub-paragraph (B) above, except that such sub-paragraph shall have effect as though the date on which the Note becomes due and payable was the Relevant Date. The calculation of the Amortised Nominal Amount in accordance with this sub-paragraph shall continue to be made (both before and after judgement) until the Relevant Date, unless the Relevant Date falls on or after the Maturity Date, in which case the amount due and payable shall be the scheduled Final Redemption Amount of such Note on the Maturity Date together with any interest that may accrue in accordance with Condition 5(j).

Where such calculation is to be made for a period of less than one year, it shall be made on the basis of the Day Count Fraction as provided in the relevant Final Terms.

(ii) Other Notes

- (A) The Early Redemption Amount payable in respect of any Note (other than Notes described in (i) above), upon redemption of such Note pursuant to Condition 6(g) (*Redemption for Taxation Reasons*), Condition 6(d) (*Redemption of Senior Non-Preferred Notes upon the occurrence of a MREL Disqualification Event*) with respect to Senior Non-Preferred Notes or Condition 6(e) (*Redemption of Subordinated Notes upon the occurrence of a Capital Event*) with respect to Subordinated Notes or upon it becoming due and payable as provided in Condition 10 shall be the Final Redemption Amount together with interest accrued to the date fixed for redemption.
- (B) The Optional Redemption Amount payable in respect of any Note (other than Notes described in (i) above), upon redemption of such Note pursuant to Condition 6(b) (*Redemption at the Option of the Issuer and Partial Redemption*) or 6(c) (*Redemption of Senior Notes at the Option of Noteholders*) will be determined by the Calculation Agent on

the following basis:

"Optional Redemption Amount" = $Y \times \text{Specified Denomination}$

Where:

"Y" means the ratio expressed as a percentage specified in the relevant Final Terms.

(g) Redemption for Taxation Reasons

(i) Redemption of Notes upon the occurrence of Withholding Tax Event

If, by reason of any change in French law, or any change in the official application or interpretation of such law, becoming effective after the Issue Date, the Issuer would on the occasion of the next payment of principal due in respect of the Senior Preferred Notes only or interest due in respect of the Notes, not be able to make such payment without having to pay additional amounts as specified under Condition 9(b) (*Taxation - Additional Amounts*) below (a **"Withholding Tax Event"**), the Issuer may, at its option, on any Interest Payment Date (if the Note is a Floating Rate Note) or at any time (if the Note is not a Floating Rate Note) but subject (i) in the case of Subordinated Notes, to Condition 6(j) (*Additional conditions to redemption and purchase of Subordinated Notes prior to Maturity Date*) below, and (ii) in the case of Senior Non-Preferred Notes, to the provisions of Condition 6(k) (*Additional conditions to redemption, purchase and cancellation of Senior Non-Preferred Notes prior to Maturity Date*), and, in any case, subject to having given not more than forty-five (45) nor less than thirty (30) days' notice to the Noteholders (which notice shall be irrevocable), in accordance with Condition 16 (*Notices*), redeem all, but not some only, of the Notes at their Early Redemption Amount together with any interest accrued to the date set for redemption provided that the due date for redemption of which notice hereunder may be given shall be no earlier than the latest practicable date on which the Issuer could make payment of principal due in respect of the Senior Preferred Notes only and interest due in respect of the Notes without being required under Condition 9 (*Taxation*) to pay such additional amounts.

(ii) Redemption of Notes upon the occurrence of Gross-Up Event

If the Issuer would, on the next payment of principal due in respect of the Senior Preferred Notes only or interest due in respect of the Notes, be prevented by French law from making payment to the Noteholders or, if applicable, Couponholders of the full amounts then due and payable (a **"Gross-Up Event"**), notwithstanding the undertaking to pay additional amounts contained in Condition 9(b) (*Taxation*) below, then the Issuer shall forthwith give notice of such fact to the Fiscal Agent and the Issuer shall subject (i) in the case of Subordinated Notes, to Condition 6(j) (*Additional conditions to redemption and purchase of Subordinated Notes prior to Maturity Date*) below, and (ii) in the case of Senior Non-Preferred Notes, to the provisions of Condition 6(k) (*Additional conditions to redemption, purchase and cancellation of Senior Non-Preferred Notes prior to Maturity Date*), and, in any case, upon giving not less than seven (7) days' prior notice to the Noteholders in accordance with Condition 16 (*Notices*), redeem all, but not some only, of the Notes then outstanding at their Early Redemption Amount together with any interest accrued to the date set for redemption on (A) the latest practicable Interest Payment Date on which the Issuer could make payment of the full amount then due and payable in respect of the Notes, provided that if such notice would expire after such Interest Payment Date the date for redemption pursuant to such notice of Noteholders shall be the later of (i) the latest practicable date on which the Issuer could make payment of the full amount then due and payable in respect of the Notes and (ii) fourteen (14) days after giving notice to the Fiscal Agent as aforesaid or (B) if so specified in the relevant Final Terms, at any time, provided that the due date for redemption of which notice hereunder shall be given shall be the latest practicable date at which the Issuer could make payment of the full amount payable in respect of the Notes, or, if applicable, Coupons or, if that date is passed, as soon as practicable thereafter.

(iii) Redemption of Subordinated Notes upon the occurrence of a Tax Deductibility Event

For Subordinated Notes only, if by reason of any change in French laws or any change in the official application or interpretation of such laws, in each case becoming effective on or after the Issue Date, the tax regime of any payments under the Subordinated Notes is modified and such modification results in the part of the interest payable by the Issuer under the Subordinated Notes that is tax-deductible being reduced (a **"Tax Deductibility Event"**), the Issuer may, subject, to the provisions of Condition 6(j) (*Additional conditions to redemption and purchase of Subordinated*

Notes prior to Maturity Date) below, at its option, at any time (in the case of Subordinated Notes other than Floating Rate Notes) or on any Interest Payment Date (in the case of Floating Rate Notes) but subject to having given not more than forty-five (45) nor less than thirty (30) calendar days' notice to Noteholders (which notice shall be irrevocable) in accordance with Condition 16 (*Notices*), redeem all, but not some only, of the outstanding Subordinated Notes at their Early Redemption Amount together with accrued interest (if any) thereon, provided that the due date for redemption of which notice hereunder may be given shall be no earlier than the latest practicable date on which the Issuer could make such payment with interest payable not being impacted by the reduction in tax deductibility giving rise to the Tax Deductibility Event.

(h) Subscriptions and Purchases

(i) Senior Notes

The Issuer shall have the right at all times to (i) subscribe the Senior Notes, and (ii) purchase Senior Notes (provided that, in the case of Materialised Notes, all unmatured Coupons and unexchanged Talons relating thereto are attached thereto or surrendered therewith) in the open market or otherwise (including by tender offer) at any price subject to the applicable laws and regulations and subject in the case of Senior Non-Preferred Notes, to the provisions of Condition 6(k) (*Additional conditions to redemption, purchase and cancellation of Senior Non-Preferred Notes prior to Maturity Date*) and such purchase not occurring prior to one year from the Issue Date. All Senior Notes so subscribed or purchased by the Issuer may be held and resold in accordance with applicable laws and regulations or cancelled in accordance with (i) (*Cancellation*) below.

(ii) Subordinated Notes

The Issuer may, at any time (i) subscribe the Subordinated Notes, and (ii) purchase, on or after the fifth (5th) anniversary of the Issue Date (but subject to the provisions of Condition 6(j) (*Additional conditions to redemption and purchase of Subordinated Notes prior to Maturity Date*)), Subordinated Notes in the open market or otherwise at any price, subject to applicable laws and regulations. Subordinated Notes so subscribed or purchased by the Issuer may be held and resold in accordance with applicable laws and regulations or cancelled in accordance with (i) (*Cancellation*) below.

The Issuer or any agent on its behalf shall have the right at all times to purchase the Subordinated Notes for market making purposes provided that: (a) the prior written approval of the Relevant Regulator shall be obtained; and (b) the total principal amount of the Subordinated Notes in any given Series so purchased does not exceed the lower of (x) 10% of the initial aggregate principal amount of the Subordinated Notes of such Series and such any further Subordinated Notes issued under Condition 14 (*Further Issues*), or (y) 3% of the outstanding Tier 2 Capital of the Issuer from time to time calculated in accordance with the Applicable Banking Regulations.

(i) Cancellation

All Notes purchased by or on behalf of the Issuer to be cancelled, will be (but subject, in the case of Subordinated Notes, to the provisions of Condition 6(j) (*Additional conditions to redemption and purchase of Subordinated Notes prior to Maturity Date*)) cancelled, in case of Dematerialised Notes, by transfer to an account in accordance with the rules and procedures of Euroclear France and, in the case of Materialised Notes, by surrendering the relevant Temporary Global Certificate or the Definitive Materialised Notes in question, together with all unmatured Coupons and all unexchanged Talons, if applicable, to the Fiscal Agent and, in each case, if so transferred or surrendered, shall, together with all Notes redeemed by the Issuer, be cancelled forthwith (together with, in the case of Dematerialised Notes, all rights relating to payment of interest and other amounts relating to such Dematerialised Notes and, in the case of Definitive Materialised Notes, all unmatured Coupons and unexchanged Talons attached thereto or surrendered therewith). Any Notes so cancelled or, where applicable, transferred or surrendered for cancellation may not be reissued or resold and the obligations of the Issuer in respect of any such Notes shall be discharged.

(j) Additional conditions to redemption and purchase of Subordinated Notes prior to Maturity Date

The Subordinated Notes may only be redeemed, purchased or cancelled (as applicable) pursuant to Condition 6(e) (*Redemption of Subordinated Notes upon the occurrence of a Capital Event*), Condition 6(g) (*Redemption for Taxation Reasons*) (i), (ii) and (iii), Condition 6(b) (*Redemption at the Option of the Issuer and Partial Redemption*), Condition 6(h) (*Purchases*) (subject to the provisions set out in the second paragraph of the section relating to Subordinated Notes of Condition 6(h) (*Purchases*)) or

Condition 6(i) (*Cancellation*), as the case may be, if:

- (i) the Relevant Regulator has given its prior written approval to such redemption, purchase or cancellation (as applicable); in this respect, article 78 of the CRD IV Regulation provides that the Relevant Regulator shall grant permission to a redemption or repurchase of the Subordinated Notes provided that either of the following conditions is met, as applicable to the Subordinated Notes:
 - (a) on or before such redemption or repurchase of the Subordinated Notes, the Issuer replaces the Subordinated Notes with instruments qualifying as Tier 2 Capital of an equal or higher quality on terms that are sustainable for the Issuer's income capacity; or
 - (b) the Issuer has demonstrated to the satisfaction of the Relevant Regulator that the tier 1 capital and the Tier 2 Capital of the Issuer would, following such redemption or repurchase, exceed the capital ratios required under CRD IV by a margin that the Relevant Regulator may consider necessary on the basis set out in CRD IV for it to determine the appropriate level of capital of an institution;
- (ii) in the case of a redemption as a result of a Special Event, the Issuer has delivered a certificate to the Fiscal Agent (with copies thereof being available at the Fiscal Agent's specified office during its normal business hours) not less than five (5) Business Days prior to the date set for redemption that such Special Event has occurred or will occur no more than ninety (90) days following the date fixed for redemption, as the case may be; and
- (iii) in the case of a redemption as a result of a Tax Event, the Issuer demonstrates to the satisfaction of the Relevant Regulator that such Tax Event is material and was not reasonably foreseeable at the time of issuance of the Notes, and the Issuer has delivered a certificate signed by one of its senior officers to the Paying Agent (and copies thereof will be available at the Fiscal Agent's specified office during its normal business hours) not less than five (5) Business Days prior to the date set for redemption that such Tax Event has occurred or will occur no more than ninety (90) days following the date fixed for redemption, as the case may be.

"CRD IV" means, taken together, the (i) CRD IV Directive and (ii) CRD IV Regulation;

"CRD IV Directive" means the Directive (2013/36/EU) of the European Parliament and of the Council on access to the activity of credit institutions and the prudential supervision of credit institutions and investment firms dated June 26, 2013 and published in the Official Journal of the European Union on June 27, 2013, as amended or replaced from time to time;

"CRD IV Regulation" means the Regulation (2013/575) of the European Parliament and of the Council on prudential requirements for credit institutions and investment firms dated June 26, 2013 and published in the Official Journal of the European Union on June 27, 2013, as amended or replaced from time to time;

"Special Event" means either a Tax Event or a Capital Event; and

"Tax Event" means either a Withholding Tax Event, a Gross-up Event or a Tax Deductibility Event.

(k) Additional conditions to redemption, purchase and cancellation of Senior Non-Preferred Notes prior to Maturity Date

In the case of Senior Non-Preferred Notes, the Issuer's options to redeem, purchase or cancel the Notes under Conditions 6(b) (*Redemption at the Option of the Issuer and Partial Redemption*), 6(d) (*Redemption upon the occurrence of a MREL Disqualification Event*), 6(g)(i) (*Redemption of Notes upon the occurrence of Withholding Tax Event*), 6(g)(ii) (*Redemption of Notes upon the occurrence of Gross-up Event*), 6(h)(i) (*Purchases - Senior Notes*) and 6(i) (*Cancellation*) and the Noteholder's option to have redeemed their Notes under Condition 6(c) (*Redemption of Senior Notes at the Option of Noteholders*), are subject to such redemption, repurchase or cancellation not being prohibited by the MREL Regulations and to the prior approval of the Relevant Regulator and/or the Relevant Resolution Authority, if required.

7. Substitution and Variation with respect to Senior Non-Preferred Notes

In the event that a MREL Disqualification Event, a Withholding Tax Event, a Gross-up Event or a Variation

Event occurs and is continuing, the Issuer may, at its option, substitute all (but not some only) of the relevant Series of Senior Non-Preferred Notes or vary the terms of all (but not some only) of the relevant Series of Senior Non-Preferred Notes, without any requirement for the consent or approval of the Noteholders, so that they become or remain Qualifying Senior Non-Preferred Notes, subject to (i) the prior approval of the Relevant Regulator and/or the Relevant Resolution Authority if required and (ii) having given not more than forty-five (45) nor less than thirty (30) calendar days' notice to the Noteholders (which shall be irrevocable) in accordance with Condition 16 (*Notices*).

Any such notice shall specify the relevant details of the manner in which such substitution or variation shall take effect and where the Noteholders can inspect or obtain copies of the New Terms and Conditions of the Qualifying Senior Non-Preferred Notes. Such substitution or variation will be effected without any cost or charge to the Noteholders.

"New Terms and Conditions" means, at any time, any terms and conditions of an unsecured, senior non-preferred instrument within the meaning of Article L. 613-30-3 I 4° of the French *Code monétaire et financier* issued by the Issuer that are different in any material respect from the terms and conditions of the relevant Series of Senior Non Preferred Notes at such time.

"Qualifying Senior Non-Preferred Notes" means, at any time, any securities issued directly or indirectly by the Issuer that:

- (a) contain terms which at such time comply with the then current requirements for MREL Eligible Instruments as embodied in the MREL Regulations; and
- (b) carry the same rate of interest from time to time applying to the relevant Series of Senior Non-Preferred Notes prior to the relevant substitution or variation pursuant to this Condition 7 (*Substitution and Variation with respect to Senior Non-Preferred Notes*); and
- (c) have the same outstanding principal amount as the relevant Series of Senior Non-Preferred Notes prior to the relevant substitution or variation pursuant to this Condition 7 (*Substitution and Variation with respect to Senior Non-Preferred Notes*); and
- (d) have the same currency of payment, the same denomination, the same date of maturity and the same dates for payment of interest as the Senior Non-Preferred Notes prior to the relevant substitution or variation pursuant to this Condition 7 (*Substitution and Variation with respect to Senior Non-Preferred Notes*); and
- (e) rank *pari passu* with the relevant Series of Senior Non-Preferred Notes prior to the relevant substitution or variation pursuant to this Condition 7 (*Substitution and Variation with respect to Senior Non-Preferred Notes*); and
- (f) shall not at such time be subject to a MREL Disqualification Event and/or a Withholding Tax Event, as applicable; and
- (g) have terms not otherwise materially less favourable to the holders of the relevant Senior Non Preferred Notes than the terms of the relevant Series of Senior Non-Preferred Notes, as reasonably determined by the Issuer, and provided that the Issuer shall have delivered an officer's certificate to that effect to the Fiscal Agent at the Fiscal Agent's specified office during its normal business hours not less than five (5) Business Days prior to (x) in the case of a substitution of the relevant Senior Non-Preferred Notes pursuant to this Condition 7 (*Substitution and Variation with respect to Senior Non-Preferred Notes*), the issue date of the relevant new series of securities or (y) in the case of a variation of the relevant Senior Non-Preferred Notes pursuant to this Condition 7 (*Substitution and Variation with respect to Senior Non-Preferred Notes*), the date such variation becomes effective; and
- (h) are listed or admitted to trading on any Regulated Market as selected by the Issuer, if the relevant Series of Senior Non-Preferred Notes were listed or admitted to trading on a Regulated Market prior to the relevant substitution or variation.

"Variation Event" means that the MREL Regulations have been amended to permit an instrument of the Issuer with New Terms and Conditions to be treated as a MREL Eligible Instrument.

8. Payments and Talons

(a) Dematerialised Notes

Payments of principal and interest in respect of Dematerialised Notes shall (i) in the case of Dematerialised Notes in bearer dematerialised form or administered registered form, be made by transfer to the account denominated in the relevant currency of the relevant Account Holders for the benefit of the holders of Notes and, (ii) in the case of Dematerialised Notes in fully registered form, to an account denominated in the relevant currency with a Bank designated by the relevant holder of Notes. All payments validly made to such Account Holders or Bank will be an effective discharge of the Issuer in respect of such payments.

(b) Definitive Materialised Notes

(i) Method of payment

Subject as provided below, payments in a Specified Currency will be made by credit or transfer to an account denominated in the relevant Specified Currency, or to which the Specified Currency may be credited or transferred (which, in the case of a payment in Japanese Yen to a non-resident of Japan, shall be a non-resident account) maintained by the payee with, or, at the option of the payee, by a cheque in such Specified Currency drawn on, a bank in the principal financial centre of the country of such Specified Currency (which, if the Specified Currency is euro, shall be any country in the Euro-zone).

(ii) Presentation and surrender of Definitive Materialised Notes and Coupons

Payments of principal in respect of Definitive Materialised Notes will (subject as provided below) be made in the manner provided in paragraph (a) above only against presentation and surrender (or, in the case of partial payment of any sum due, annotation) of such Notes, and payments of interest in respect of Definitive Materialised Notes will (subject as provided below) be made as aforesaid only against presentation and surrender (or, in the case of part payment of any sum due, annotation) of Coupons, in each case at the specified office of any Paying Agent outside the United States (which expression, as used herein, means the United States of America (including the States and the District of Columbia, its territories, its possessions and other areas subject to its jurisdiction)).

Fixed Rate Notes in definitive form should be presented for payment together with all unmatured Coupons appertaining thereto (which expression shall for this purpose include Coupons falling to be issued on exchange of matured Talons), failing which the amount of any missing unmatured Coupon (or, in the case of payment not being made in full, the same proportion of the amount of such missing unmatured Coupon as the sum so paid bears to the sum due) will be deducted from the sum due for payment. Each amount of principal so deducted will be paid in the manner mentioned above against surrender of the relative missing Coupon at any time before the expiry of ten (10) years after the Relevant Date in respect of such principal (whether or not such Coupon would otherwise have become void under Condition 11 (*Prescription*)) or, if later, five (5) years from the date on which such Coupon would otherwise have become due, but in no event thereafter.

Upon any Fixed Rate Note in definitive form becoming due and repayable prior to its Maturity Date, all unmatured Talons (if any) appertaining thereto will become void and no further Coupons will be issued in respect thereof.

Upon the date on which any Floating Rate Note in definitive form becomes due and repayable, unmatured Coupons and Talons (if any) relating thereto (whether or not attached) shall become void and no payment or, as the case may be, exchange for further Coupons shall be made in respect thereof.

If the due date for redemption of any Definitive Materialised Note is not an Interest Payment Date, interest (if any) accrued in respect of such Note from (and including) the preceding Interest Payment Date or, as the case may be, the Interest Commencement Date shall be payable only against presentation and surrender (if appropriate) of the relevant Definitive Materialised Note.

(c) Payments in the United States

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

(d) Payments subject to Fiscal Laws

All payments are subject in all cases to (i) any applicable fiscal or other laws, regulations and directives in any jurisdiction (whether by operation of law or agreement of the Issuer or its Agents) and the Issuer will not be liable for any taxes or duties of whatever nature imposed or levied by such laws, regulations, directives or agreements, but without prejudice to Condition 9 (*Taxation*) and (ii) any withholding or deduction required pursuant to an agreement described in Section 1471(b) of the U.S. Internal Revenue Code of 1986, as amended (the "**Code**") or otherwise imposed pursuant to Sections 1471 through 1474 of the Code, any regulations or agreements thereunder, official interpretations thereof, or any law implementing an intergovernmental approach thereto. No commission or expenses shall be charged to the holders of Notes or Couponholders in respect of such payments.

(e) Appointment of Agents

The Fiscal Agent, Paying Agent and Calculation Agent initially appointed by the Issuer and its specified office are listed at the end of the Base Prospectus relating to the Programme of the Notes of the Issuer. The Fiscal Agent, Paying Agent and the Registration Agent act solely as agents of the Issuer and the Calculation Agent(s) act(s) as independent experts(s) and, in each case such, do not assume any obligation or relationship of agency for any Noteholder or Couponholder. The Issuer reserves the right at any time to vary or terminate the appointment of the Fiscal Agent, any other Paying Agent, Registration Agent or Calculation Agent and to appoint other Fiscal Agent, Paying Agent(s), Registration Agent(s) or Calculation Agent(s) or additional Paying Agent(s), Registration Agent(s) or Calculation Agent(s), provided that the Issuer shall at all times maintain (i) a Fiscal Agent, (ii) one or more Calculation Agent(s) where the Conditions so require, (iii) a Paying Agent having a specified office in at least one major European city (including Luxembourg so long as the Notes are listed on the Official List of the Luxembourg Stock Exchange and admitted to trading on the Regulated Market of the Luxembourg Stock Exchange and, so long as the Notes are admitted to trading on any other Regulated Market of the EEA, such other city where the Notes is admitted to trading), (iv) in the case of Dematerialised Notes in fully registered form, a Registration Agent and (v) such other agents as may be required by the rules of any other Regulated Market on which the Notes may be admitted to trading.

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

Notice of any such change or any change of any specified office shall promptly be given to the holders of Notes in accordance with Condition 16 (*Notices*).

(f) Talons

On or after the Interest Payment Date for the final Coupon forming part of a Coupon sheet issued in respect of any Materialised Note, the Talon forming part of such Coupon sheet may be surrendered at the specified office of the Fiscal Agent in exchange for a further Coupon sheet (and if necessary another Talon for a further Coupon sheet) (but excluding any Coupon that may have become void pursuant to Condition 11 (*Prescription*)).

(g) Business Days for Payment

If any date for payment in respect of any Note or Coupon is not a business day, the holder shall not be entitled to payment until the next following business day, nor to any interest or other sum in respect of such postponed payment. In this paragraph, "**business day**" means a day (other than a Saturday or a Sunday) (A) (i) in the case of Dematerialised Notes, on which Euroclear France is open for business or (ii) in the case of Materialised Notes, on which banks and foreign exchange markets are open for business in the relevant place of presentation, (B) in such jurisdictions as shall be specified as "**Financial Centre(s)**" in the relevant Final Terms and (C) (i) in the case of a payment in a currency other than Euro, where payment is to be made by transfer to an account maintained with a bank in the relevant currency, on which foreign exchange transactions may be carried on in the relevant currency in the principal financial centre of the country of such currency or (ii) in the case of a payment in Euro, which is a TARGET Business Day.

(h) Bank

For the purpose of this Condition 8, "**Bank**" means a bank in the principal financial centre of the relevant currency or, in the case of Euro, in a city in which banks have access to the TARGET System.

9. Taxation

(a) Tax Exemption

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

(b) Additional Amounts

If French law should require that payments of principal (in respect of Senior Preferred Notes only) or interest (in respect of any Note or Coupon) be subject to deduction or withholding in respect of any present or future taxes or duties whatsoever, the Issuer will, to the fullest extent then permitted by law, pay such additional amounts as shall result in receipt by the Noteholders or, if applicable, the Couponholders, as the case may be, of such amounts as would have been received by them had no such withholding or deduction been required, except that no such additional amounts shall be payable with respect to any Note or Coupon, as the case may be:

(i) Other connection

to, or to a third party on behalf of, a Noteholder or Couponholder who is liable to such taxes or duties by reason of his having some connection with the Republic of France other than the mere holding of the Note or Coupon; or

(ii) More than thirty (30) days after the Relevant Date

in the case of Definitive Materialised Notes, more than thirty (30) days after the Relevant Date except to the extent that the Noteholder or Couponholder would have been entitled to such additional amounts on presenting it for payment on the thirtieth (30th) such day.

Notwithstanding anything to the contrary in the preceding paragraph, the Issuer or any other person making payments on behalf of the Issuer shall be entitled to deduct and withhold as required, and shall not be required to pay any additional amounts with respect to any such withholding or deduction imposed on or in respect of any Note, pursuant to Sections 1471 through 1474 of the U.S. Internal Revenue Code of 1986, as amended ("**FATCA**"), any treaty, intergovernmental agreement, law, regulation or other official guidance enacted by any jurisdiction implementing FATCA, or any agreement between the Issuer or any other person and the United States or any jurisdiction implementing FATCA.

References in these Conditions to (i) "**principal**" shall be deemed to include any premium payable in respect of the Notes, all Final Redemption Amounts, Early Redemption Amounts, Optional Redemption Amounts, Amortised Nominal Amounts and all other amounts in the nature of principal payable pursuant to Condition 6 (*Redemption, Purchase and Options*) or any amendment or supplement to it, (ii) "**interest**" shall be deemed to include all Interest Amounts and all other amounts payable pursuant to Condition 5

(*Interest and other Calculations*) or any amendment or supplement to it and (iii) "**principal**" and/or "**interest**" shall be deemed to include any additional amounts that may be payable under this Condition.

10. Events of Default

(a) Senior Preferred Notes

The Representative (as defined in Condition 12 (*Representation of Noteholders*)), upon request of any Noteholder, or in the event the Senior Preferred Notes of any Series are held by a sole Noteholder, such Noteholder, may, upon written notice to the Fiscal Agent (with copy to the Issuer) given before all defaults shall have been cured, cause the principal amount of all Senior Preferred Notes held by such Noteholder to become due and payable, together with any accrued interest thereon, as of the date on which such notice for payment is received by the Fiscal Agent if:

- (i) the Issuer is in default in the payment of principal of, or interest on, any Senior Preferred Note (including the payment of any additional amounts mentioned in Condition 9 (*Taxation*)) when due and payable and such default shall continue for more than seven (7) days thereafter; or
- (ii) the Issuer is in default in the performance of any of its other obligations under the Senior Preferred Notes and such default has not been cured within fourteen (14) days after the receipt by the Fiscal Agent of the written notice of such default by the Representative or a Noteholder; or
- (iii) if any other present or future indebtedness for borrowed monies of the Issuer in excess of €5,000,000 (or its equivalent in any other currency), whether individually or collectively, becomes or becomes capable of being declared due and payable prior to its stated maturity as a result of a default thereunder, or any such indebtedness shall not be paid when due or, as the case may be, within any originally applicable grace period therefor or any steps shall be taken to enforce any security in respect of any such indebtedness or any guarantee or indemnity given by the Issuer for, or in respect of, any such indebtedness of others shall not be honoured when due and called upon; or
- (iv) if the Issuer makes any proposal for a general moratorium in relation to its debt or applies for, or a judgement is issued for the judicial liquidation (*liquidation judiciaire*) or the transfer of the whole of the business (*cession totale de l'entreprise*) of the Issuer or, to the extent permitted by applicable law, if the Issuer is subject to any other insolvency or bankruptcy proceedings or makes any conveyance, assignment or other arrangement for the benefit of its creditors or enters into a composition with its creditors, in each case to the extent permitted by applicable law; or
- (v) if the Issuer ceases or publicly threatens to cease to carry on all or a material part of its business or other operations or sells, transfers, lends or otherwise disposes of, directly or indirectly, all or a material part of its undertakings or assets, except in the case of a disposal, liquidation, merger or other reorganisation in which all of the Issuer's assets are transferred to a legal entity which simultaneously assumes all of the Issuer's liabilities, including the Senior Preferred Notes, and whose main purpose, or one of whose main purpose, is the continuation of, and which effectively continues, the Issuer's activities; or
- (vi) if it is or will become unlawful for the Issuer to perform or comply with one or more of its obligations under the Senior Preferred Notes.

(b) Senior Non-Preferred and Subordinated Notes

There are no events of default under the Senior Non-Preferred Notes and the Subordinated Notes which would lead to an acceleration of the Senior Non-Preferred Notes and the Subordinated Notes if certain events occur.

Neither a cancellation of the Senior Non-Preferred Notes and the Subordinated Notes, a reduction, in part or in full, of the principal amount of the Senior Non-Preferred Notes and the Subordinated Notes or any accrued and unpaid interest on the Senior Non-Preferred Notes and the Subordinated Notes, the conversion thereof into another security or obligation of the Issuer or another person, as a result of the exercise of the Bail-in Power by the Relevant Resolution Authority with respect to the Issuer, nor the exercise of any Bail-in Power by the Relevant Resolution Authority with respect to the Senior Non-Preferred Notes and the Subordinated Notes will be an event of default or otherwise constitute non-performance of a contractual obligation, or entitle the Noteholders to any remedies, which are hereby expressly waived. However, if any judgment were issued for the judicial liquidation (*liquidation*

judiciaire) of the Issuer or if the Issuer were liquidated for any other reason, then the Senior Non-Preferred Notes and the Subordinated Notes would become immediately due and payable, subject as described in Conditions 3(b) (*Status - Senior Non-Preferred Notes*) and 3(c) (*Status - Subordinated Notes*).

For the purposes of these Conditions:

"Bail-in Power" means any power existing from time to time under any laws, regulations, rules or requirements in effect in France relating to the implementation of Directive 2014/59/EU establishing a framework for the recovery and resolution of credit institutions and investment firms (as amended from time to time, "**BRRD**"), including without limitation pursuant to French decree-law No. 2015-1024 dated 20 August 2015 (*Ordonnance portant diverses dispositions d'adaptation de la législation au droit de l'Union européenne en matière financière*) (as amended from time to time), Regulation (EU) No 806/2014 of the European Parliament and of the Council of 15 July 2014 establishing uniform rules and a uniform procedure for the resolution of credit institutions and certain investment firms in the framework of a single resolution mechanism and a single resolution fund and amending Regulation (EU) No 1093/2010 (as amended from time to time, "**SRM Regulation**"), or otherwise arising under French law, and in each case the instructions, rules and standards created thereunder, pursuant to which the obligations of a Regulated Entity (or an affiliate of such Regulated Entity) can be reduced (in part or in whole), cancelled, suspended, transferred, varied or otherwise modified in any way, or securities of a Regulated Entity (or an affiliate of such Regulated Entity) can be converted into shares, other securities, or other obligations of such Regulated Entity or any other person, whether in connection with the implementation of a bail-in tool following placement in resolution or otherwise.

"Regulated Entity" means any entity referred to in Section I of Article L. 613-34 of the French *Code monétaire et financier*, which includes certain credit institutions, investment firms, and certain of their parent or holding companies established in France.

"Relevant Resolution Authority" means the *Autorité de contrôle prudentiel et de résolution* ("**ACPR**"), the Single Resolution Board ("**SRB**") established pursuant to the SRM Regulation, and/or any other authority entitled to exercise or participate in the exercise of any Bail-in Power from time to time (including the Council of the European Union and the European Commission when acting pursuant to Article 18 of the SRM Regulation).

11. Prescription

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

12. Representation of Noteholders

Subject to the provisions of Condition 12(i) below with respect to Notes issued with a denomination of less than €100,000 (or its equivalent in any other currency), the Noteholders will, in respect of all Tranches of the relevant Series, be grouped automatically for the defence of their common interests in a masse (the "**Masse**") which will be governed by the provisions of articles L.228-46 *et seq.* of the French *Code de commerce* as supplemented by this Condition 12.

(a) Legal Personality

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

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

(b) Representative

The names and addresses of the Representative and its alternate (if any), will be set out in the relevant Final Terms.

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

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

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

(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, must be brought by or against the Representative.

(d) Collective Decisions

Collective Decisions are adopted either in a general meeting (the "**General Meeting**") or by unanimous consent of the Noteholders 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, Issuer or Registration Agent (as the case may be) of the name of such Noteholder as of 0:00 Paris time, on the second (2nd) business day in Paris preceding the date set for the Collective Decision. Collective Decisions must be published in accordance with Condition 12(h).

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

(i) General Meetings

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

General Meetings may deliberate validly on first convocation only if the Noteholders present or represented hold at least one-fifth (1/5) of the principal amount of the Notes then outstanding. On second convocation, no quorum shall be required. The decisions of the General Meeting shall be taken by a two-third (2/3) majority of votes held by the Noteholders attending such General Meeting or represented thereat, except when the General Meeting deliberates on any proposal for a merger or demerger of the Issuer in the circumstances provided for under Articles L.236-13 and L.236-18 of the French *Code de commerce*, in which case the decision will be taken by a simple majority of votes held by the Noteholders attending such General Meeting or represented thereat.

Notice of the date, time, place and agenda of any General Meeting will be published in accordance with Condition 12(h) 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 or by correspondence.

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 Decisions**

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

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 12(d)(i). Approval of a Written Unanimous Decision may also be given by way of electronic communication allowing the identification of Noteholders in accordance with Article L.228-46-1 of the French *Code de commerce* ("**Electronic Consent**"). 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 12(h).

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

The provisions of Article L.228-65 I. 1° and 4° of the French *Code de commerce* and the related provisions of the French *Code de commerce* shall not apply to the Notes.

(e) **Expenses**

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

(f) **Single Masse**

The holders of Notes of the same Series, and the holders of Notes of any other Series which have been assimilated (*assimilables* for the purpose of French law) with the Notes of such first mentioned Series in accordance with Condition 14, shall, for the defence of their respective common interests, be grouped in a single Masse. The Representative appointed in respect of the first Tranche of any Series of Notes will be the Representative of the single Masse of all subsequent Tranches in such Series.

(g) **Sole Noteholder**

If and for so long as the Notes of any Series are held by a sole Noteholder and unless a Representative has been appointed in relation to such Series, such Noteholder shall exercise all powers, rights and obligations entrusted to the Representative and to the Noteholders acting through Collective Decisions by the provisions of the French *Code de commerce*.

From the date of appointment of the Representative in relation to any Series, if and for so long as the Notes of such Series are held by a sole Noteholder, such Noteholder shall exercise all powers, rights and obligations entrusted to the Noteholders acting through Collective Decisions by the provisions of the French *Code de commerce*.

The Issuer shall hold a register of the decisions taken by the sole Noteholder in this capacity and shall make it available, upon request, to any subsequent holder of any of the Notes of such Series.

(h) **Notices to Noteholders**

Any notice to be given to Noteholders in accordance with this Condition 12 shall be given in accordance with Condition 16.

(i) **Full Masse**

For Notes issued with a denomination of less than €100,000 (or its equivalent in any other currency), Condition 12 shall apply to the Notes subject to the following modifications:

- (i) The second paragraph of Condition 12(d)(i) shall be deleted and replaced by the following paragraph:

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

- (ii) Condition 12(d)(iii) shall not apply to the Notes.

- (iii) Except if the Final Terms specify "Issue outside France" as applicable, Condition 12(e) shall be deleted and replaced by the following:

"(e) Expenses

The Issuer shall pay all expenses relating to the operations of the Masse, including all expenses relating to the calling and holding of Collective Decisions and, more generally, all administrative expenses resolved upon by Collective Decisions."

For the avoidance of doubt, in this Condition 12, the expression "outstanding" shall not include the Notes subscribed or purchased by the Issuer which are held by the Issuer and not cancelled in accordance with applicable laws and regulations as referred to in Condition 6(h).

13. Replacement of Definitive Materialised Notes, Coupons and Talons

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

14. Further Issues

The Issuer may from time to time without the consent of the Noteholders or Couponholders, but subject to the prior notification of the Relevant Regulator in case of Subordinated Notes, create and issue further Notes to be assimilated (*assimilables* for the purpose of French law) with the Notes provided such Notes and the further Notes carry rights identical in all respects (or identical in all respects save as to the first payment of interest) and that the terms of such Notes provide for such assimilation, and references in these Conditions to "**Notes**" shall be construed accordingly.

15. Waiver of Set-off

Unless "Waiver of Set-Off" is specified as not applicable in the relevant Final Terms, no holder of Notes 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 holder of Notes, 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, whether or not relating to such Note) and each holder of Notes 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 15 (*Waiver of Set-off*) 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 holder of any Note but for this Condition 15 (*Waiver of Set-off*).

For purposes of these Conditions, "**Waived Set-Off Rights**" means any and all rights of or claims of any holder of Notes for deduction, set-off, netting, compensation, retention or counterclaim arising directly or indirectly under or in connection with any Note.

16. Notices

- (a) Notices to the holders of Dematerialised Notes in registered form (*au nominatif*) shall be valid if either, (i) they are mailed to them at their respective addresses, in which case they will be deemed to have been given on the fourth weekday (being a day other than a Saturday or a Sunday) after the mailing, or (ii) they are published in a leading daily newspaper of general circulation in Europe (which is expected to be the *Financial Times*) or, so long as such Notes are admitted to trading on any Regulated Market(s), in a leading daily newspaper with general circulation in the city/ies where the Regulated Market(s) on which such Notes is/are admitted to trading, which in the case of the Luxembourg Stock Exchange's Regulated Market is expected to be the *Luxemburger Wort*, or (iii) so long as such Notes are admitted to trading on any Regulated Market and the rules of such Regulated Market so permit, on the website of the Regulated Market where the admission is sought, which in the case of the Luxembourg Stock Exchange is expected to be the website of the Luxembourg Stock Exchange (www.bourse.lu).
- (b) Notices to the holders of Materialised Notes and Dematerialised Notes in bearer form (*au porteur*) shall be valid if published in a leading daily newspaper of general circulation in Europe (which is expected to be the *Financial Times*) or, so long as such Notes are admitted to trading on any Regulated Market(s), in a leading daily newspaper with general circulation in the city/ies where the Regulated Market(s) on which such Notes is/are admitted to trading, which in the case of the Luxembourg Stock Exchange's Regulated Market is expected to be the *Luxemburger Wort* or, so long as such Notes are admitted to trading on any Regulated Market and the rules of such Regulated Market so permit, on the website of the Regulated Market where the admission is sought, which in the case of the Luxembourg Stock Exchange is expected to be the website of the Luxembourg Stock Exchange (www.bourse.lu).
- (c) Notices required to be given to the holders of Dematerialised Notes (whether in registered or in bearer form) (*au porteur* or *au nominatif*) pursuant to these Conditions may be given by delivery of the relevant notice to Euroclear France, Euroclear, Clearstream and any other clearing system through which the Notes are for the time being cleared in substitution for the mailing and publication as required by Conditions 16 (a) and (b), above; provided that (i) so long as such Notes are admitted to trading on any Regulated Market(s) and the rules of that Regulated Market so require, notices shall also be published in a leading daily newspaper with general circulation in the city/ies where the Regulated Market(s) on which such Notes are admitted to trading, which in the case of the Luxembourg Stock Exchange's Regulated Market is expected to be the *Luxemburger Wort*, and (ii) so long as such Notes are admitted to trading on any Regulated Market and the rules of such Regulated Market so require, on the website of the Regulated Market where the admission is sought, which in the case of the Luxembourg Stock Exchange is expected to be the website of the Luxembourg Stock Exchange (www.bourse.lu) and (iii) notices relating to the convocation and decision(s) of the General Meetings pursuant to Condition 12 (*Representation of Noteholders*) shall also be published in a leading newspaper with general circulation in Europe.
- (d) If any such publication is not practicable, notice shall be validly given if published in a leading daily English language newspaper with general circulation in Europe. Any notice given by publication shall be deemed to have been given on the date of such publication or, if published more than once or on different dates, on the date of the first publication as provided above. Couponholders shall be deemed for all purposes to have notice of the contents of any notice given to the holders of Materialised Notes in accordance with this Condition.

17. Bail-in

(a) Acknowledgement

Notwithstanding any other term of a given Series of Notes or any other agreement, arrangement or understanding between the Issuer and the Noteholders, by its acquisition of any Note, each Noteholder acknowledges, accepts, consents and agrees:

- (i) to be bound by the effect of the exercise of the Bail-in Power by the Relevant Resolution Authority, which may include and result in any of the following, or some combination thereof:
 - a. the reduction of all, or a portion, of the Amounts Due (as defined below) on a permanent basis;
 - b. the conversion of all, or a portion, of the Amounts Due into shares, other securities or other obligations of the Issuer or another person (and the issue to the Noteholder of such shares, securities or obligations), including by means of an amendment, modification or variation of the terms of such Notes, in which case the Noteholder agrees to accept in lieu of its rights under such Notes any such shares, other securities or other obligations of the Issuer or another person;
 - c. the cancellation of the Notes;
 - d. the amendment or alteration of the maturity of the Notes or amendment of the amount of interest payable on the Notes, or the date on which the interest becomes payable, including by suspending payment for a temporary period; and
- (ii) that the terms of the Notes are subject to, and may be varied, if necessary, to give effect to, the exercise of the Bail-in Power by the Relevant Resolution Authority.

For purposes of this Condition, the "**Amounts Due**" are the outstanding principal amount of the Notes and any accrued and unpaid interest on the Notes.

(b) Payment of Interest and other outstanding Amounts Due

No repayment or payment of the Amounts Due will become due and payable or be paid after the exercise of the Bail-in Power by the Relevant Resolution Authority with respect to the Issuer unless, at the time such repayment or payment, respectively, is scheduled to become due, such repayment or payment would be permitted to be made by the Issuer under the laws and regulations in effect in France and the European Union applicable to the Issuer or other members of the MREL Group.

(c) Notice to Noteholders

Upon the exercise of any Bail-in Power by the Relevant Resolution Authority with respect to the Notes, the Issuer will make available a written notice to the holders of such Notes in accordance with Condition 16 (*Notices*) as soon as practicable regarding such exercise of the Bail-in Power. The Issuer will also deliver a copy of such notice to the Fiscal Agent for informational purposes, although the Fiscal Agent shall not be required to send such notice to the holders of such Notes. Any delay or failure by the Issuer to give notice shall not affect the validity and enforceability of the measures resulting from the exercise of a Bail-In Power by the Relevant Resolution Authority, nor the effects of such measures on the Notes as described above.

(d) Duties of the Fiscal Agent

Upon the exercise of any Bail-in Power by the Relevant Resolution Authority, (a) the Fiscal Agent shall not be required to take any directions from Noteholders, and (b) the Fiscal Agency Agreement shall impose no duties upon the Fiscal Agent whatsoever, in each case with respect to the exercise of any Bail-in Power by the Relevant Resolution Authority.

(e) Proration

If the Relevant Resolution Authority exercises the Bail-in Power with respect to less than the total Amounts Due, unless the Fiscal Agent is otherwise instructed by the Issuer or the Relevant Resolution Authority, any cancellation, write-off or conversion made in respect of the relevant Series of Notes pursuant to the Bail-in Power will be made on a pro-rata basis.

(f) Conditions Exhaustive

The matters set forth in this Condition 17 (*Bail-in*) shall be exhaustive on the foregoing matters to the exclusion of any other agreements, arrangements or understandings between the Issuer and any holder of Notes.

18. Governing Law and Jurisdiction

(a) Governing Law

The Notes, Coupons and Talons are governed by, and shall be construed in accordance with, French law.

(b) Jurisdiction

Any claim against the Issuer in connection with any Notes, Coupons or Talons may, to the extent permitted by law, be brought before any competent court within the jurisdiction of the registered office of the Issuer.

USE OF PROCEEDS

The net proceeds of the issue of Notes will be used for the Issuer's general corporate purposes. If in the respect of any particular issue there is a particular identified use of proceeds, this will be stated in the relevant Final Terms.

TEMPORARY GLOBAL CERTIFICATES IN RESPECT OF MATERIALISED NOTES

Temporary Global Certificates

A Temporary Global Certificate without interest coupons (a "**Temporary Global Certificate**") will initially be issued in connection with each Tranche of Materialised Notes, and will be delivered on or prior to the issue date of the Tranche to a common depository (the "**Common Depository**") to Euroclear Bank SA/NV ("**Euroclear**") and to Clearstream Banking, S.A. ("**Clearstream**"). Upon the delivery of such Temporary Global Certificate with a Common Depository, Euroclear and Clearstream will credit each subscriber to a nominal amount of Notes equal to the nominal amount thereof for which it has subscribed and paid.

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

Exchange

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

- (i) if the relevant Final Terms indicates that such Temporary Global Certificate is issued in compliance with the C Rules or in a transaction to which TEFRA is not applicable (as to which, see "General Description of the Programme"), in whole, but not in part, for Definitive Materialised Notes and
- (ii) otherwise, in whole but not in part upon certification if required under U.S. Treasury regulation section 1.163-5(c)(2)(i)(D)(3) and any successor regulation issued under the U.S. Internal Revenue Code of 1986, as amended (the "**Code**") section 4701(b) containing rules identical to those currently applying under Code section 163(f)(2)(B) as to non-U.S. beneficial ownership (a form of which shall be available at the specified offices of any of the Paying Agents) for Definitive Materialised Notes.

While any Materialised Note is represented by a Temporary Global Certificate, any payment payable in respect of such Materialised Note prior to the Exchange Date (as defined below) will be made only to the extent that the certification described in (ii) above has been received by Euroclear and/or Clearstream, and Euroclear and/or Clearstream, as applicable, has given a like certification (based on the certification received) to the relevant Paying Agent. The holder of a Temporary Global Certificate will not be entitled to collect any payment due thereon on or after the Exchange Date unless, upon due certification as described above, exchange of the Temporary Global Certificate for an interest in Definitive Materialised Notes is improperly refused or withheld.

Delivery of Definitive Materialised Notes

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

Exchange Date

"**Exchange Date**" means, in relation to a Temporary Global Certificate in respect of any Materialised Notes, the day falling after the expiry of forty (40) calendar days after its issue date, provided that in the event any further Materialised Notes which are to be consolidated (*assimilées*) with such first mentioned Materialised Notes are issued prior to such day pursuant to Condition 14(a) (*Further Issues*), the Exchange Date may, at the option of the Issuer, be postponed to the day falling after the expiry of forty (40) calendar days after the issue date of such further Materialised Notes.

In the case of Materialised Notes with an initial maturity of more than three hundred sixty-five (365) calendar days (and that are not relying on the C Rules), the Temporary Global Certificate shall bear the following legend:

ANY UNITED STATES PERSON (AS DEFINED IN THE U.S. INTERNAL REVENUE CODE OF 1986, AS AMENDED) WHO HOLDS THIS OBLIGATION WILL BE SUBJECT TO LIMITATIONS UNDER THE UNITED STATES FEDERAL INCOME TAX LAWS INCLUDING THE LIMITATIONS PROVIDED IN SECTIONS 165(j) AND 1287 (a) OF THE U.S. INTERNAL REVENUE CODE OF 1986, AS AMENDED.

DESCRIPTION OF CRÉDIT MUTUEL ARKÉA AND THE GROUP

1. Description of the Group and its structure

Crédit Mutuel Arkéa is part of the mutual and cooperative banking sector.

The risks related to the disaffiliation of Crédit Mutuel Arkéa Group from Crédit Mutuel are described under "*Risks related to the disaffiliation of Crédit Mutuel Arkéa Group from Crédit Mutuel*" in Section Risk Factors.

1.1. Crédit Mutuel Arkéa Group

A universal bank that is open to all, Crédit Mutuel Arkéa is both a producer and distributor of its products and services. This positioning gives it control over the entire value-added chain thanks to the contributions of its specialized subsidiaries.

The Group's basic unit is the local savings bank (*Caisse locale*). Each local savings bank has a restricted area of operations and its capital is owned by customer shareholders in the form of shares. Crédit Mutuel Arkéa's capital is owned by the local savings banks of the Crédit Mutuel de Bretagne, Crédit Mutuel du Sud-Ouest and Crédit Mutuel Massif Central federations. Crédit Mutuel Arkéa ensures that the Group's main financial ratios comply with the regulatory limits set by the banking authorities.

From a regulatory standpoint, Crédit Mutuel Arkéa together with the Caisses Locales of the Crédit Mutuel de Bretagne, Crédit Mutuel du Sud-Ouest and Crédit Mutuel Massif Central federations are the Group's consolidating parent company. It is licensed as such by the banking and financial authorities.

The credit institution, whose financial statements are hereafter referred to as the consolidated financial statements, consists of the cooperative companies (local savings banks of the Crédit Mutuel de Bretagne, Crédit Mutuel du Sud-Ouest and Crédit Mutuel Massif Central federations), the legal entity Crédit Mutuel Arkéa and its affiliates.

1.2. The Crédit Mutuel Arkéa Group's structure

In this organization, Crédit Mutuel Arkéa is the Group's lead company. It has received a general license for the local savings banks of the three federations. The local savings banks do not receive individual licenses.

Crédit Mutuel Arkéa also provides access to the financial markets for all Group entities.

Crédit Mutuel Arkéa's federations are members of Confédération Nationale du Crédit Mutuel (CNCM), which represents Crédit Mutuel's various regional groups.

2. Company ownership ties and intra-Group financial solidarity

None of the local savings banks hold more than 5% of the capital of Crédit Mutuel Arkéa. Crédit Mutuel Arkéa owns approximately twenty specialized subsidiaries.

2.1 Intra-Group financial solidarity

Crédit Mutuel Arkéa's solidarity mechanism is interfederal in accordance with Article R. 511-3 of the French *Code monétaire et financier*. This article stipulates that the European Central Bank, on proposal from the French Prudential Control and Resolution Authority ("ACPR") may, with respect to mutual and cooperative companies, issue a collective license to a savings bank for it and all affiliated savings banks when the liquidity and solvency of the local savings banks are guaranteed through this affiliation. Crédit Mutuel Arkéa has received a collective license for itself and all member local savings banks since the ACPR and the European Central Bank felt that the liquidity and solvency of the local savings banks were guaranteed through this affiliation.

The solidarity mechanism is set up through the financial by-laws contained in each of the general operating by-laws of the Crédit Mutuel de Bretagne, Crédit Mutuel du Sud-Ouest and Crédit Mutuel Massif Central federations. It only binds the member local savings banks, the federation and Crédit Mutuel Arkéa. Moreover, it does not create third-party obligations for the local savings banks. In other words, the members of Crédit Mutuel Arkéa are not liable to third parties. Creditors of a local savings bank can only assert their claims to that specific local savings bank, and not indiscriminately to another savings bank or Crédit Mutuel Arkéa.

2.2 The Federal Fund

As part of this solidarity mechanism, a federal fund is set up for each federation, which ensures compensatory earnings transfers among the member local savings banks pursuant to general resolution No. 1-2016 of the *Confédération Nationale du Crédit Mutuel*. This federal fund receives allocations and subsidies from the local savings bank and is made up of the federal solidarity fund and the federal reserve fund.

- The Federal Solidarity Fund performs compensatory earnings transfers among member local savings banks through contributions and subsidies. All local savings banks that have recorded net losses for three consecutive years are subjected to a special audit. A turnaround plan is drawn up by the corresponding federation and Crédit Mutuel Arkéa. If the loss has not been eliminated at the end of the turnaround period set in the plan, the corresponding federation in conjunction with Crédit Mutuel Arkéa will decide on the local savings bank's future.
- The Federal Reserve Fund may provide financial support to local savings banks whose net financial position is negative or which show a loss, as well as those that have experienced an extraordinary loss. Each year, the federation determines the level of contribution to this fund. The federal reserve fund is administered by the federation. The requests it receives for financial support are reviewed by a committee consisting of directors.

In addition to this Federal Fund, Crédit Mutuel Arkéa may also provide advances, subsidies and loans to local savings banks experiencing financial difficulties.

Furthermore, Crédit Mutuel Arkéa provides support to its subsidiaries as part of the prudential supervision arrangements on a consolidated basis (Articles 7 and 8 of Regulation EU 575/2013, supplemented by intra-group financial agreements on the liquidity scope), the provisions of the French *Code monétaire et financier* (Article L. 511-42 of the French *Code monétaire et financier*) and the provisions of Directive 2002/87 relating to financial conglomerates in relation to insurance subsidiaries.

The risks related to the disaffiliation of Crédit Mutuel Arkéa Group from Crédit Mutuel are described under "*Risks related to the disaffiliation of Crédit Mutuel Arkéa Group from Crédit Mutuel*" in Section Risk Factors.

3. Nationwide Solidarity

Crédit Mutuel is subject to the French *Code monétaire et financier*, and in particular by Articles L. 511-30 to L. 511-32 on central bodies and L. 512-55 to L. 512-59 on Crédit Mutuel.

The membership of the regional groups (second level of the organization) in the Confédération and Caisse Centrale du Crédit Mutuel (third level) ensures nationwide solidarity.

As the central body, the Confédération Nationale du Crédit Mutuel represents member credit institutions on matters involving the Banque de France and the Prudential Control and Resolution Authority (ACPR). It also ensures compliance with laws and regulations that govern its institutions. Finally, it performs administrative, technical and financial control over the organization and the management of member institutions.

The risks related to the disaffiliation of Crédit Mutuel Arkéa Group from Crédit Mutuel are described under "*Risks related to the disaffiliation of Crédit Mutuel Arkéa Group from Crédit Mutuel*" in Section Risk Factors.

4. Boards of directors and executive management

The business address of each member of the Board of Directors and Executive Management Committee mentioned in Section 2.2 of the 2017 Registration Document is the registered office of Crédit Mutuel Arkéa (1, rue Louis Lichou, 29480 Le Relecq-Kerhuon, France).

Please note that Mr. Jean-Pierre Denis, Mr. François Chatel and Mr. Christian Touzalin, whose term of office as Directors of the Issuer were expiring in 2018 have all been renewed by the shareholder's general meeting of the Issuer held on 16 May 2018. Marc-Alexis Roquejoffre has stepped down from his mandate of administrator on 1 June 2018.

Mr. Hugues Leroy and Mr. Auguste Jacq, whose term of office as Director of the Issuer were expiring in 2018 have been replaced by Mr. Luc Moal, Mr. Yves Mainguet respectively by the shareholder's general meeting of the Issuer held on 16 May 2018.

Mr. Luc Moal is member of the supervisory board of Arkéa Banque Entreprises et Institutionnels, vice-chairman of the board of directors of the *fédération du crédit mutuel de Bretagne* and vice-chairman of the board of directors of *caisse de crédit mutuel de rive droite*.

Mr. Yves Mainguet is vice-chairman of the board of directors of Procapital, vice-chairman of the board of directors of the *caisse de crédit mutuel de pace-vezin*, member of the supervisory board of Federal Finance, member of the supervisory board of Federal Finance Gestion.

As of the date for this Base Prospectus, there were no conflicts of interest between any duties of the members of the Board of Directors and (i) Crédit Mutuel Arkéa (ii) and/or their other duties (iii) and/or their private interests.

RECENT DEVELOPMENTS

Consolidated Financial information (*in millions of euros*)

	3 September 2018	30 June 2018
Share capital and related reserves	2,248	2,245

FORM OF FINAL TERMS

[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 more) of: (i) a retail client as defined in point (11) of Article 4(1) of Directive 2014/65/EU, as amended ("**MiFID II**"), (ii) a customer within the meaning of Directive 2016/97/EU, as amended, where that customer would not qualify as a professional client as defined in point (10) of Article 4(1) of MiFID II, or (iii) not a qualified investor as defined in Directive 2003/71/EC (as amended, the "**Prospectus Directive**"). Consequently no key information document required by Regulation (EU) no. 1286/2014 (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.]¹

[²MiFID II PRODUCT GOVERNANCE / PROFESSIONAL INVESTORS AND ECPs ONLY TARGET MARKET – Solely for the purposes of [the/each] manufacturer's product approval process, the target market assessment in respect of the Notes taking into account the five categories referred to in item 18 of the Guidelines published by ESMA on 5 February 2018 has led to the conclusion that: (i) the target market for the Notes is eligible counterparties and professional clients only, each as defined in [Directive 2014/65/EU (as amended, "**MiFID II**") / MiFID II]; and (ii) all channels for distribution of the Notes to eligible counterparties and professional clients are appropriate. [*Consider any negative target market*]. Any person subsequently offering, selling or recommending the Notes (a "**distributor**") should take into consideration the manufacturer['s/s'] target market assessment; however, a distributor subject to MiFID II is responsible for undertaking its own target market assessment in respect of the Notes (by either adopting or refining the manufacturer['s/s'] target market assessment) and determining appropriate distribution channels.]³

OR

[MiFID II PRODUCT GOVERNANCE / RETAIL INVESTORS, PROFESSIONAL INVESTORS AND ECPs TARGET MARKET – Solely for the purposes of [the/each] manufacturer's product approval process, the target market assessment in respect of the Notes taking into account the five categories referred to in item 18 of the Guidelines published by ESMA on 5 February 2018 has led to the conclusion that: (i) the target market for the Notes is eligible counterparties, professional clients and retail clients, each as defined in [Directive 2014/65/EU (as amended, "**MiFID II**") / MiFID II]; **EITHER** ⁴[and (ii) all channels for distribution of the Notes are appropriate[, including investment advice, portfolio management, non-advised sales and pure execution services]⁵ **OR** ⁶[(ii) all channels for distribution to eligible counterparties and professional clients are appropriate; and (iii) the following channels for distribution of the Notes to retail clients are appropriate - investment advice[, and] portfolio management[, and] non-advised sales][and pure execution services][, subject to the distributor's suitability and appropriateness obligations under MiFID II, as applicable]]. [*Consider any negative target market*]. Any person subsequently offering, selling or recommending the Notes (a "**distributor**") should take into consideration the manufacturer['s/s'] target market assessment; however, a distributor subject to MiFID II is responsible for undertaking its own target market assessment in respect of the Notes (by either adopting or refining the manufacturer['s/s'] target market assessment) and determining appropriate distribution channels[, subject to the distributor's suitability and appropriateness obligations under MiFID II, as applicable].]⁷]

¹ Legend to be included if the Notes are not intended to be sold to retail clients.

² Legend to be included following completion of the target market assessment in respect of the Notes taking into account the five categories referred to in item 18 of the Guidelines published by ESMA on 5 February 2018.

³ Legend to be included if the Notes are not intended to be sold to retail clients.

⁴ Include for bonds that are not ESMA complex.

⁵ This list may not be necessary, especially for bonds that are not ESMA complex where all channels of distribution may be appropriate. It reflects the list used in the examples in the ESMA Guidelines.

⁶ Include for certain ESMA complex bonds. This list may need to be amended, for example, if advised sales are deemed necessary. If there are advised sales, a determination of suitability will be necessary. In addition, if the Notes constitute "complex" products, pure execution services are not permitted to retail without the need to make the determination of appropriateness required under Article 25(3) of MiFID II.

⁷ Legend to be included if the Notes are intended to be sold to retail clients.

Final Terms dated [●]

[LOGO, if document is printed]

CREDIT MUTUEL ARKÉA

Issue of [Aggregate Nominal Amount of Tranche] [Title of Notes]
under the €13,000,000,000 Euro Medium Term Note Programme

[Name(s) of Dealer(s)]

PART A – CONTRACTUAL TERMS

[Terms used herein shall be deemed to be defined as such for the purposes of the terms and conditions (the "**Conditions**") set forth in the Base Prospectus dated 5 September 2018 [and the supplement[s] to the Base Prospectus dated [●]] which [together] constitute[s] a base prospectus for the purposes of the prospectus directive (Directive 2003/71/EC) as amended (the "**Prospectus Directive**"). This document constitutes the Final Terms of the Notes described herein for the purposes of Article 5.4 of the Prospectus Directive and must be read in conjunction with such Base Prospectus [as so supplemented]. Full information on the Issuer and the offer of the Notes is only available on the basis of the combination of these Final Terms and the Base Prospectus [as so supplemented]. [However, a summary of the issue of the Notes is annexed to these Final Terms.]⁸ [These Final Terms, the Base Prospectus [and the supplement to the Base Prospectus] are available for viewing on the website of the Luxembourg Stock Exchange (www.bourse.lu) during a period of twelve (12) months from the date of the Base Prospectus, [and] during normal business hours at, and copies may be obtained from, the registered office of the Issuer and at the specified office of the Paying Agent(s).] [In addition⁹, the Base Prospectus [and the supplement to the Base Prospectus] [is] [are] available for viewing [on/at] [●].]

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

[Terms used herein shall be deemed to be defined as such for the purposes of the terms and conditions which are the [2017 EMTN Conditions] / the [2014 EMTN Conditions] / [2011 EMTN Conditions] / [2010 EMTN Conditions] / [2008 EMTN Conditions] / [2007 EMTN Conditions] / [2006 EMTN Conditions] / [2004 EMTN Conditions] which are incorporated by reference in this Base Prospectus (as defined below). This document constitutes the Final Terms of the Notes described herein for the purposes of Article 5.4 of the Prospectus Directive (Directive 2003/71/EC), as amended (the "**Prospectus Directive**") and must be read in conjunction with the base prospectus dated 5 September 2018 [and the supplement[s] thereto dated [●]], which [together] constitute[s] a base prospectus (the "**Base Prospectus**") for the purposes of the Prospectus Directive, including the [2014 EMTN Conditions] / [2011 EMTN Conditions] / [2010 EMTN Conditions] / [2008 EMTN Conditions] / [2007 EMTN Conditions] / [2006 EMTN Conditions] / [2004 EMTN Conditions] which are incorporated by reference in the Base Prospectus. Full information on the Issuer and the offer of the Notes is only available on the basis of the combination of these Final Terms, the Base Prospectus and the [2017 EMTN Conditions] / [2014 EMTN Conditions] / [2011 EMTN Conditions] / [2010 EMTN Conditions] / [2008 EMTN Conditions] / [2007 EMTN Conditions] / [2006 EMTN Conditions] / [2004 EMTN Conditions]. [However, a summary of the issue of the Notes is annexed to these Final Terms.]¹⁰ These Final Terms, the Base Prospectus are available for viewing on the website of the Luxembourg Stock Exchange (www.bourse.lu) during a period of twelve months from the date of the Base Prospectus, [and] during normal business hours at, and copies may be obtained from, the registered

⁸ Not required for Notes with a denomination per unit of at least €100,000.

⁹ If the Notes are admitted to trading on a Regulated Market other than the Luxembourg Stock Exchange.

¹⁰ Not required for Notes with a denomination per unit of at least €100,000.

office of the Issuer and at the specified office of the Paying Agent(s).] [In addition ¹¹, the Base Prospectus is available for viewing [on/at] [●].]

(Include whichever of the following apply or specify as "Not Applicable". Note that the numbering should remain as set out below, even if "Not Applicable" is indicated for individual paragraphs or sub-paragraphs. Italics denote guidance for completing the Final Terms.)

- | | | |
|-----------|---|--|
| 1. | (i) Series Number: | [●] |
| | (ii) Tranche Number: | [●] |
| | [(iii) Date on which the Notes will be assimilated (<i>assimilables</i>) and form a single Series: | The Notes will be assimilated (<i>assimilables</i>) and form a single Series [identify earlier Tranches] on [the Issue Date/exchange of the Temporary Global Certificate for interests in the Definitive Materialised Notes, as referred in paragraph 25(iii) below, which is expected to occur on or about [●] (the " Exchange Date ").] |
| 2. | Specified Currency: | [●] |
| 3. | Aggregate Nominal Amount of Notes: | [●] |
| | (i) Series: | [●] |
| | (ii) Tranche: | [●] |
| 4. | Issue Price: | [●] per cent. of the Aggregate Nominal Amount [plus accrued interest from [●]](<i>in the case of Notes to be assimilated with a previous Tranche</i>) |
| 5. | Specified Denominations: | [●] ¹² (<i>one denomination only for Dematerialised Notes</i>) (<i>Not less than €1,000 or its equivalent in other currency at the Issue Date for Notes admitted to trading or offered to the public in the EEA in circumstances where a prospectus is required to be published under the Prospectus Directive</i>) |
| 6. | (i) Issue Date: | [●] |
| | (ii) Interest Commencement Date: | [[●]/Issue Date/Not Applicable] |
| 7. | Maturity Date: | [Specify date / (for Floating Rate Notes, CMS Linked Notes, Inverse Floating Rate Notes, Inverse CMS Rate Notes, Range Accrual Notes where the Applicable Rate is a Floating Rate or a CMS Rate) Interest Payment Date falling in or nearest to the relevant month and year] [in the case of Subordinated Notes, the Maturity Date |

¹¹ If the Notes are admitted to trading on a Regulated Market other than the Luxembourg Stock Exchange.

¹² Notes [(including Notes denominated in Sterling) in respect of which the issue proceeds are to be accepted by the issuer in the United Kingdom or whose issue otherwise constitutes a contravention of S19 FSMA and] which have a maturity of less than one year must have a minimum redemption value of £100,000 (or its equivalent in other currencies).

shall be at least five years after the Issue Date]
[in the case of Senior Non-Preferred Notes, the
Maturity Date shall be at least one year after the
Issue Date]

8. **Interest Basis:** [[●] per cent. Fixed Rate]
[Fixed Rate Resetable]
[[*EURIBOR or LIBOR*] +/- [●] per cent.
Floating Rate]
[Fixed/Floating Rate]
[Fixed/CMS Rate]
[Floating/Fixed Rate]
[CMS/Fixed Rate]
[Fixed/Fixed Rate]
[Floating/Floating Rate]
[CMS Linked]
[Range Accrual]
[Inverse Floating Rate]/[Inverse CMS Rate]
[Zero Coupon]
(further particulars specified below)
9. **Change of Interest Basis:** *[Specify the date(s) when any interest rate
change(s) occur(s) and/or refer to the relevant
paragraphs 13 to 15 below and identify there and
complete accordingly/Not Applicable]*
10. **Redemption/ Basis:** Subject to any purchase and cancellation or early
redemption, the Notes will be redeemed on the
Maturity Date at 100 per cent. of their nominal
amount
11. **Put/Call Options:** [Noteholder Put]
[Call Option]
[MREL Disqualification Event Call Option]
[Capital Event Call Option]
[Not Applicable]
(further particulars specified below)
12. (i) Status: [Senior Preferred Notes / Senior Non-Preferred
Notes / Subordinated Notes]
- (ii) Date [Board] approval for issuance of
Notes obtained: [●] *(Date of the authorisation by the competent
body of the Issuer to be inserted)*

PROVISIONS RELATING TO INTEREST (IF ANY) PAYABLE

13. **Fixed Rate Note Provisions:** [Applicable/Not Applicable]
*(If not applicable, delete the remaining sub-
paragraphs of this paragraph)*
- (i) Rate[(s)] of Interest: [●] per cent. per annum payable in arrear on each
Interest Payment Date
- (ii) Interest Payment Date(s): [●] in each year
- (iii) Fixed Coupon Amount[(s)]: [●] per Note of [●] Specified Denomination
- (iv) Broken Amount(s): [[●] per Specified Denomination payable on the
Interest Payment Date falling [in / on] [●]]/ [Not
Applicable]
- (v) Day Count Fraction: [Actual/365 / Actual/365-FBF / Actual/Actual-
ISDA / Actual/Actual- ICMA / Actual/Actual-

FBF/ Actual/365(Fixed) / Actual/360 / 30/360 / 360/360 / Bond Basis / 30/360-FBF / Actual 30A/360 (American Bond Basis) / 30E/360 / Eurobond Basis / 30E/360-FBF]

- (vi) Determination Dates: [[●] in each year]/[Not Applicable] (*N.B. only relevant where Day Count Fraction is Actual/Actual (ICMA). In such a case insert regular Interest Payment Dates, ignoring Issue Date or Maturity Date in the case of a long or short first or last coupon.*)
- (vii) Fixed Rate Resettable Note Provisions: [Applicable/Not Applicable]
(If not applicable, delete the remaining subparagraphs of this paragraph)
- Initial Rate of Interest: [●] per cent. per annum payable on each Specified Interest Payment Date in arrear
 - First Margin: [+/-] [●] per cent. per annum
 - Subsequent Margin: [[+/-] [●] per cent. per annum/Not Applicable]
 - First Reset Date: [●]
 - Second Reset Date: [[●]/Not Applicable]
 - Subsequent Reset Date(s): [[●] [and [●]]/Not Applicable]
 - Relevant Screen Page: [●]
 - Mid-Swap Rate: [Single Mid-Swap Rate/Mean Mid-Swap Rate]
 - Mid-Swap term: [●]
 - Mid-Swap Maturity: [●]
 - Reset Determination Date: [●] (*specify in relation to each Reset Date*)
 - Relevant Time: [●]

14. Floating Rate Note Provisions:

[Applicable/Not Applicable]
(If not applicable, delete the remaining subparagraphs of this paragraph)

- (i) Interest Period(s): [●]
- (ii) Specified Interest Payment Date(s): [●] in each year[, subject to adjustment in accordance with the Business Day Convention set out in (v) below/, not subject to any adjustment, as the Business Day Convention in (v) below is specified to be Not Applicable]
- (iii) Interest Period Date: [Not Applicable/ *specify dates*]
- (iv) First Interest Payment Date: [●]
- (v) Business Day Convention: [Floating Rate Business Day Convention / Following Business Day Convention / Modified Following Business Day Convention / Preceding Business Day Convention]/[Not Applicable]

- (vi) Business Centre(s) (Condition 5(a)): [●] (*Specify the relevant Business Centre(s) applicable pursuant to Condition 5(a)*)/[Not Applicable]
- (vii) Manner in which the Rate(s) of Interest is/are to be determined: [Screen Rate Determination/FBF Determination]
- (viii) Applicable formula to be used for calculating the Rate(s) of Interest and Interest Amount(s): Condition 5(c) formula [1/2] shall apply. (*specify which formula set out in Condition 5(c) shall be used for calculating the Rate(s) of Interest and Interest Amount(s)*)
- (ix) Party responsible for calculating the Rate(s) of Interest and Interest Amount(s) (if not the [Calculation Agent]): [●] (*give name and address*)/[Not Applicable]
- (x) Screen Rate Determination: [Applicable/Not Applicable]
- Relevant Time: [●]/[Not Applicable]
 - Interest Determination Date(s): [●]/[Not Applicable]
 - Primary Source : [*Specify Relevant Screen Page* or "Reference Banks"]
 - Reference Banks (if Primary Source is "Reference Banks"): [*Specify four*]/[Not Applicable]
 - Relevant Financial Centre: (*The financial centre most closely connected to the benchmark - specify if not Paris*)
 - Benchmark: [●] (*specify benchmark EURIBOR or LIBOR*)
 - Linear Interpolation: [*Applicable/Note Applicable*] [*If applicable and the Rate of Interest is determined by linear interpolation in respect of an interest accrual period (as per Condition 5(c), insert the relevant interest accrual period(s) and the relevant two rates used for such determination*)]
 - Representative Amount: [●] (*Specify if screen or Reference Bank quotations are to be given in respect of a transaction of a specified notional amount*)
 - Effective Date: [●] (*Specify if quotations are not to be obtained with effect from commencement of Interest Accrual Period*)
 - Specified Duration: [●] (*Specify period for quotation if not duration of Interest Accrual Period*)
- (xi) FBF Determination: [Applicable/Not Applicable]
- Floating Rate (*Taux Variable*): [●] (*specify Benchmark EURIBOR or LIBOR and months e.g. EURIBOR 3 months*)

- Linear Interpolation: *[Applicable/Not Applicable] [If applicable and the Rate of Interest is determined by linear interpolation in respect of an interest accrual period (as per Condition 5(c), insert the relevant interest accrual period(s) and the relevant two rates used for such determination)]*
- Floating Rate Determination Date (*Date de Détermination du Taux Variable*): [●]
- (xii) Rate Multiplier: [Not Applicable/ [●]]
- (xiii) Margin(s): [+/-] [●] per cent. per annum
- (xiv) Minimum Rate of Interest: *[[specify a positive interest rate]* per cent. per annum / Zero (0) as per Condition 6(c)]
- (xv) Maximum Rate of Interest: [Not Applicable/[●] per cent. per annum]
- (xvi) Day Count Fraction: *[Actual/365 / Actual/365-FBF / Actual/Actual-ISDA / Actual/Actual ICMA / Actual/Actual-FBF / Actual/365(Fixed) / Actual/360 / 30/360 / 360/360 / Bond Basis / 30/360-FBF / Actual 30A/360 (American Bond Basis) / 30E/360 / Eurobond Basis / 30E/360-FBF]*

15. Fixed/Floating Rate Notes, Fixed/CMS Rate Notes, Floating/Fixed Rate Notes, CMS/Fixed Rate Notes, Fixed/Fixed Rate Notes or Floating/Floating Rate Notes Provisions:

- [Applicable/Not Applicable] *(If not applicable, delete the remaining subparagraphs of this paragraph)*
- (i) Issuer Change of Interest Basis: [Applicable/Not Applicable]
- (ii) Automatic Change of Interest Basis: [Applicable/Not Applicable]
- (iii) Rate of Interest applicable to the Interest Periods preceding the Switch Date (excluded): Determined in accordance with [Condition 5(b), as though the Note was a Fixed Rate Note]/ [Condition 5(c), as though the Note was a Floating Rate Note] with further variables set out in item [●] of these Final Terms
- (iv) Rate of Interest applicable to the Interest Periods following the Switch Date (included): Determined in accordance with [Condition 5(b), as though the Note was a Fixed Rate Note]/ [Condition 5(c), as though the Note was a Floating Rate Note] with further variables set out in item [●] of these Final Terms
- (v) Switch Date: [●]
- (vi) Minimum notice period required for notice from the Issuer: *[[●] Business Days prior to the Switch Date] /[(for Automatic Change of Interest :)] [Not Applicable]*

16. CMS Linked Note Provisions:

[Applicable/Not Applicable] *(If not applicable, delete the remaining subparagraphs of this paragraph)*

- (i) Applicable formula to be used for calculating the Rate(s) of Interest and Interest Amount(s): Condition 5(d) formula [A/B/C/D/E/F/G/H/I] shall apply. (specify which formula set out in Condition 5(d) shall be used for calculating the Rate(s) of Interest and Interest Amount(s))
- (ii) Interest Period(s): [●]
- (iii) Specified Interest Payment Date(s): [●]
- (iv) Interest Period Date: [Not Applicable/ specify dates]
- (v) First Interest Payment Date: [●]
- (vi) Business Day Convention: [Floating Rate Business Day Convention / Following Business Day Convention / Modified Following Business Day Convention / Preceding Business Day Convention] / [Not Applicable]
- (vii) Business Centre(s) (Condition 5(a)): [●] (Specify the relevant Business Centre(s) applicable pursuant to Condition 5(a)) / [Not Applicable]
- (viii) Manner in which the Rate(s) of Interest is/are to be determined: [Screen Rate Determination / FBF Determination]
- (ix) Party responsible for calculating the Rate(s) of Interest and/or Interest Amount(s) (if not the [Calculation Agent]): [●] (give name and address) / [Not Applicable]
- (x) Screen Rate Determination: [Applicable/Not Applicable]
- Reference Rate(s): [CMS Rate: specify] [CMS Rate₁: specify] [CMS Rate₂: specify]
- Interest Determination Date: [[●]/[TARGET] Business Days in [specify city] for [specify currency] prior to [the first day in each Interest Accrual Period/each Specified Interest Payment Date]]
- Relevant Screen Page(s): [●]
- (xi) Applicable Rate: [●]
- (xii) Rate Multiplier: [Not Applicable/ [●]]
- (xiii) Margin: [+/-] [●] per cent. per annum
- (xiv) Minimum Rate of Interest: [Not Applicable/[●] per cent. per annum]
- (xv) Maximum Rate of Interest: [Not Applicable/[●] per cent. per annum]
- (xvi) Day Count Fraction: [Actual/365 / Actual/365-FBF / Actual/Actual-ISDA / Actual/Actual ICMA / Actual/Actual-FBF / Actual/365(Fixed) / Actual/360 / 30/360 / 360/360 / Bond Basis / 30/360-FBF / Actual 30A/360 (American Bond Basis) / 30E/360 / Eurobond Basis / 30E/360-FBF]
- 17. Range Accrual Note Provisions:** [Applicable/Not Applicable]
(If not applicable, delete the remaining sub-

paragraphs of this paragraph)

- (i) Applicable Rate: [●]
- (ii) Interest Period(s): [●]
- (iii) Specified Interest Payment Date(s): [●]
- (iv) Interest Period Date(s): [Not Applicable/ *specify dates*]
- (v) First Interest Payment Date: [●]
- (vi) Business Day Convention: [Floating Rate Business Day Convention / Following Business Day Convention / Modified Following Business Day Convention / Preceding Business Day Convention] / [Not Applicable]
- (vii) Business Centre(s) (Condition 5(a)): [●] (*Specify the relevant Business Centre(s) applicable pursuant to Condition 5(a)*) / [Not Applicable]
- (viii) Manner in which the Rate(s) of Interest is/are to be determined: [Screen Rate Determination / FBF Determination]
- (ix) Party responsible for calculating the Rate(s) of Interest and/or Interest Amount(s) (if not the [Calculation Agent]): [●] (*give name and address*) / [Not Applicable]
- (x) Underlying: [[●] month EURIBOR/LIBOR/[●] year EUR CMS]
- (xi) Screen Rate Determination:
 - [[Relevant Time: [●] / [Not Applicable] (*only applicable in respect of EURIBOR/LIBOR*)]
 - [Primary Source]/ [Relevant Screen Page] : [*Specify Relevant Screen Page or "Reference Banks" (in respect of EURIBOR/LIBOR, specify Relevant Screen Page or "Reference Bank") (in respect of EUR CMS, specify Relevant Screen Page)*]
 - [Reference Banks (if Primary Source is "Reference Banks")]: [*Specify four*] / [Not Applicable] (*only applicable in respect of EURIBOR/LIBOR*)]
 - [Relevant Financial Centre: (*The financial centre most closely connected to the benchmark - specify if not Paris*) (*only applicable in respect of EURIBOR/LIBOR*)]
 - [Representative Amount: [●] (*Specify if screen or Reference Bank quotations are to be given in respect of a transaction of a specified notional amount*) (*only applicable in respect of EURIBOR/LIBOR*)]
 - [Effective Date: [●] (*Specify if quotations are not to be obtained with effect from commencement of Interest Accrual Period*) (*only applicable in respect of EURIBOR/LIBOR*)]
- (xii) Interest Observation Period: [●]
- (xiii) Range Accrual Day(s): [●]
- (xiv) Range:

	Range ₁ :	[Applicable/Not Applicable]
	Range ₂ :	[Applicable/Not Applicable]
	Range ₃ :	[Applicable/Not Applicable]
	Range ₄ :	[Applicable/Not Applicable]
	Range ₅ :	[Applicable/Not Applicable]
(xv)	Lower Limit:	[●]
(xvi)	Upper Limit:	[●]
(xvii)	Minimum Rate of Interest:	[Not Applicable/[●] per cent. per annum]
(xviii)	Maximum Rate of Interest:	[Not Applicable/[●] per cent. per annum]
(xix)	Day Count Fraction:	[Actual/365 / Actual/365-FBF / Actual/Actual-ISDA / Actual/Actual ICMA / Actual/Actual-FBF / Actual/365(Fixed) / Actual/360 / 30/360 / 360/360 / Bond Basis / 30/360-FBF / Actual 30 ^a /360 (American Bond Basis) / 30E/360 / Eurobond Basis / 30E/360-FBF]

18. Inverse Floating Rate Note and Inverse CMS Rate Note Provisions:

		[Applicable/Not Applicable] <i>(If not applicable, delete the remaining subparagraphs of this paragraph)</i>
(A)	Inverse Floating Rate Note Provisions:	[Applicable/Not Applicable] <i>(If not applicable, delete the remaining subparagraphs of this paragraph)</i>
(i)	Fixed Rate:	[●]
(ii)	Interest Period(s):	[●]
(iii)	Specified Interest Payment Date(s):	[●]
(iv)	Interest Period Date:	[Not Applicable/ <i>specify dates</i>]
(v)	First Interest Payment Date:	[●]
(vi)	Business Day Convention:	[Floating Rate Business Day Convention / Following Business Day Convention / Modified Following Business Day Convention / Preceding Business Day Convention]/[Not Applicable]
(vii)	Business Centre(s) (Condition 5(a)):	[●] <i>(Specify the relevant Business Centre(s) applicable pursuant to Condition 5(a))</i> /[Not Applicable]
(viii)	Manner in which the Rate(s) of Interest is/are to be determined:	[Screen Rate Determination/FBF Determination]
(ix)	Party responsible for calculating the Rate(s) of Interest and Interest Amount(s) (if not the [Calculation Agent]):	[●] <i>(give name and address)</i> /[Not Applicable]

- (x) Screen Rate Determination: [Applicable/Not Applicable]
- Relevant Time: [●]/[Not Applicable]
- Interest Determination Date(s): [●]/[Not Applicable]
- Primary Source : [Specify Relevant Screen Page or "Reference Banks"]
- Reference Banks (if Primary Source is "Reference Banks"): [Specify four]/[Not Applicable]
- Relevant Financial Centre: *(The financial centre most closely connected to the benchmark - specify if not Paris)*
- Benchmark: [●] (specify benchmark EURIBOR or LIBOR)
- Linear Interpolation: [Applicable/Not Applicable] *[If applicable and the Rate of Interest is determined by linear interpolation in respect of an interest accrual period (as per Condition 5(c), insert the relevant interest accrual period(s) and the relevant two rates used for such determination]*
- Representative Amount: [●] *(Specify if screen or Reference Bank quotations are to be given in respect of a transaction of a specified notional amount)*
- Effective Date: [●] *(Specify if quotations are not to be obtained with effect from commencement of Interest Accrual Period)*
- Specified Duration: [●] *(Specify period for quotation if not duration of Interest Accrual Period)*
- (xi) FBF Determination: [Applicable/Not Applicable]
- Floating Rate (*Taux Variable*): [●] *(Specify Benchmark EURIBOR or LIBOR and months e.g. EURIBOR 3 months)*
- Linear Interpolation: [Applicable/Not Applicable] *[If applicable and the Rate of Interest is determined by linear interpolation in respect of an interest accrual period (as per Condition 5(c), insert the relevant interest accrual period(s) and the relevant two rates used for such determination]*
- Floating Rate Determination Date (*Date de Détermination du Taux Variable*): [●]
- (xii) Minimum Rate of Interest: [Not Applicable/[●] per cent. per annum]
- (xiii) Maximum Rate of Interest: [Not Applicable/[●] per cent. per annum]
- (xiv) Day Count Fraction: [Actual/365 / Actual/365-FBF / Actual/Actual-ISDA / Actual/Actual ICMA / Actual/Actual-FBF / Actual/365(Fixed) / Actual/360 / 30/360 / 360/360 /

Bond Basis / 30/360-FBF / Actual 30A/360
(American Bond Basis) / 30E/360 / Eurobond Basis /
30E/360-FBF]

(B) Inverse CMS Rate Note Provisions:

[Applicable/Not Applicable]

(If not applicable, delete the remaining sub-paragraphs of this paragraph)

- (i) Fixed Rate: [●]
- (ii) Interest Period(s): [●]
- (iii) Specified Interest Payment Date(s): [●]
- (iv) Interest Period Date: [Not Applicable/ *specify dates*]
- (v) First Interest Payment Date: [●]
- (vi) Business Day Convention: [Floating Rate Business Day Convention / Following Business Day Convention / Modified Following Business Day Convention / Preceding Business Day Convention] / [Not Applicable]
- (vii) Business Centre(s) (Condition 5(a)): [●] *(Specify the relevant Business Centre(s) applicable pursuant to Condition 5(a))* / [Not Applicable]
- (viii) Manner in which the Rate(s) of Interest is/are to be determined: [Screen Rate Determination / FBF Determination]
- (ix) Party responsible for calculating the Rate(s) of Interest and/or Interest Amount(s) (if not the [Calculation Agent]): [●] (give name and address) / [Not Applicable]
- (x) Screen Rate Determination: [Applicable/Not Applicable]
 - Reference Rate(s): [*specify*]
 - Interest Determination Date: [[●]/[TARGET] Business Days in [*specify city*] for [*specify currency*] prior to [the first day in each Interest Accrual Period/each Specified Interest Payment Date]]
 - Relevant Screen Page(s): [●]
- (xi) Minimum Rate of Interest: [Not Applicable/[●] per cent. per annum]
- (xii) Maximum Rate of Interest: [Not Applicable/[●] per cent. per annum]
- (xiii) Day Count Fraction: [Actual/365 / Actual/365-FBF / Actual/Actual-ISDA / Actual/Actual ICMA / Actual/Actual-FBF / Actual/365(Fixed) / Actual/360 / 30/360 / 360/360 / Bond Basis / 30/360-FBF / Actual 30A/360 (American Bond Basis) / 30E/360 / Eurobond Basis / 30E/360-FBF]

- 19. Zero Coupon Note Provisions:** [Applicable/Not Applicable]
(If not applicable, delete the remaining sub-paragraphs of this paragraph)
- (i) Amortisation Yield: [●] per cent. per annum
- (ii) Day Count Fraction : [Actual/365 / Actual/365-FBF / Actual/Actual-ISDA / Actual/Actual- ICMA / Actual/Actual-FBF / Actual/365(Fixed) / Actual/360 / 30/360 / 360/360 / Bond Basis / 30/360-FBF / Actual 30^a/360 (American Bond Basis) / 30E/360 / Eurobond Basis / 30E/360-FBF]

PROVISIONS RELATING TO REDEMPTION

- 20. Call Option:** [Applicable/Not Applicable]
(If not applicable, delete the remaining sub-paragraphs of this paragraph)
- (i) Optional Redemption Date(s): [●] [in the case of Subordinated Notes, the first Optional Redemption Date shall be at least five years after the Issue Date]/[in the case of Senior Non-Preferred Notes, the first Optional Redemption Date shall be at least one year after the Issue Date]
- (ii) Components of the formula of the Optional Redemption Amount(s) of each Note: [Optional Redemption Amount: [●] Y = [●] per cent.]/[Not Applicable]
- (iii) If redeemable in part:
- (a) Minimum Redemption Amount: [●]/[Not Applicable]
- (b) Maximum Redemption Amount: [●]/[Not Applicable]
- (iv) Notice Period¹³: [●] days
- 21. Put Option:** [Applicable/Not Applicable]
(If not applicable, delete the remaining sub-paragraphs of this paragraph)
- (i) Optional Redemption Date(s): [●] (Applicable only to Senior Notes)

[in the case of Senior Non-Preferred Notes, the first Optional Redemption Date shall be at least one year after the Issue Date]
- (ii) Components of the formula of the Optional Redemption Amount(s) of each Note: [Optional Redemption Amount: [●] Y = [●] per cent.]
- (iii) Notice Period⁷: [●] days

¹³ If setting notice periods are different to those provided in the Conditions, the Issuer is advised to consider the practicalities of distribution of information through intermediaries, for example, clearing systems and custodians, as well as any other notice requirements which may apply, for example, as between the Issuer and its fiscal agent.

22. **MREL Disqualification Event Call Option:** [Applicable/Not Applicable] (*Applicable only to Senior Non-Preferred Notes*)
23. **Capital Event Call Option:** [Applicable/Not Applicable] (*Applicable only to Subordinated Notes*)
24. **Early Redemption Amount:**
- (i) Early Redemption Amount(s) of each Note payable on redemption for taxation reasons or an Event of Default: [[●] per Note of [●] Specified Denomination/Specified Denomination]
- (ii) Redemption for taxation reasons permitted on days other than Interest Payment Dates: [Yes/No]
- (iii) Unmatured Coupons to become void upon early redemption (*only applicable to Materialised Notes*): [Yes/No]

GENERAL PROVISIONS APPLICABLE TO THE NOTES

25. **Form of Notes:** [Dematerialised Notes/ Materialised Notes] (*Materialised Notes are only in bearer form*) (*Delete as appropriate*)
- (i) Form of Dematerialised Notes: [Not Applicable / (if Applicable specify whether bearer form (*au porteur*) / registered form (*au nominatif*))]
- (ii) Registration Agent: [Not Applicable/ (if applicable give name and address)] (*Note that a Registration Agent must be appointed in relation to Fully Registered Dematerialised Notes only*)
- (iii) Temporary Global Certificate: [Not Applicable/Temporary Global Certificate exchangeable for Definitive Materialised Notes on the "**Exchange Date**", being forty (40) calendar days after the Issue Date subject to postponement as specified in the Temporary Global Certificate]
26. **Additional Financial Centre(s):** [Not Applicable/Specify any other applicable Financial Centre]. (*Note that this paragraph relates to the date and place of payment, and not interest period end dates, to which sub-paragraphs 12 (ii) and 13 (ii) relate*)
27. **Talons for future Coupons to be attached to Definitive Materialised Notes (and dates on which such Talons mature):** [Yes/No/Not Applicable] (*Only applicable to Materialised Notes*)
28. **Exclusion of the possibility to request identification information of Noteholders as provided by Condition 1(a)(i):** [Not Applicable/Applicable]

29. Masse (Condition 12):

- (i) Representative [(*Insert name and address of the Representative*)/No Representative has been appointed in relation to the Notes as at the Issue Date]
- (ii) Alternate Representative [Not Applicable/ (*if applicable insert name and address of the alternate Representative*)]
- (iii) Remuneration [•]
- (iv) Issue outside France: [Not Applicable/Applicable]

30. Waiver of Set-off:

[Not Applicable/Applicable] (*Applicable only to Senior Non-Preferred Notes and Subordinated Notes*)

[THIRD PARTY INFORMATION

(Relevant third party information) has been extracted from *(specify source)*. The Issuer confirms that such information has been accurately reproduced and that, so far as it is aware, and is able to ascertain from information published by *(specify source)*, no facts have been omitted which would render the reproduced information inaccurate or misleading.]

Signed on behalf of [name of the Issuer]:

By:

Duly authorised

PART B – OTHER INFORMATION

1. LISTING AND ADMISSION TO TRADING

- (i) (a) Listing and admission to trading:

[Application has been made by the Issuer (or on its behalf) for the Notes to be admitted to trading on [the regulated market of the Luxembourg Stock Exchange and to be listed on the Official List of the Luxembourg Stock Exchange]/[specify other relevant regulated market] with effect from [●].] [Application is expected to be made by the Issuer (or on its behalf) for the Notes to be admitted to trading on [the regulated market of the Luxembourg Stock Exchange and to be listed on the Official List of the Luxembourg Stock Exchange]/[specify other relevant regulated market]] with effect from [●].] [Not Applicable]

[The [first / (specify)] Tranche(s) of the Notes are already listed as from [its/their respective] Issue Date.]

(Where documenting a fungible issue need to indicate that original Notes are already admitted to trading.)

[(b) Regulated Markets or equivalent markets on which, to the knowledge of the Issuer, securities of the same class of the Notes to be offered or admitted to trading are already admitted to trading:

[●]/[Not Applicable]¹⁴

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

[●]/[Not Applicable]¹⁵

2. RATINGS

Ratings:

[The Notes have not been rated/The Notes to be issued have been/are expected to be rated:

[S & P: [●]]

[Moody's: [●]]

[Fitch: [●]]

[[Other]: [●]]

[Need to include a brief explanation of the meaning of the ratings if this has previously been published by the rating provider¹⁶

(The above disclosure should reflect the rating allocated to Notes of the type being issued under the Programme generally or, where the issue has been specifically rated,

¹⁴ Not required for Notes with a denomination per unit of at least €100,000.

¹⁵ Required for Notes with a denomination per unit of at least €100,000 to which Annex XIII to the Prospectus Directive Regulation applies

¹⁶ Not required for Notes with a denomination per unit of at least €100,000.

that rating.)

[*Insert credit rating agency/ies*] is/are established in the European Union and registered under Regulation (EC) No 1060/2009, as amended by Regulation (EU) No. 513/2011 (the "**CRA Regulation**"), and included in the list of registered credit rating agencies published by the European Securities and Markets Authority on its website (<https://www.esma.europa.eu/supervision/credit-rating-agencies/risk>).]/

[**●**] [*insert credit rating agency*] is established in the European Union and has applied for registration under Regulation (EC) No 1060/2009, as amended by Regulation (EU) No. 513/2011 (the "**CRA Regulation**"), although notification of the corresponding registration decision has not yet been provided by the relevant competent authority. In general, European regulated investors are restricted from using a rating for regulatory purposes if such rating is not issued by a credit rating agency established in the European Union and registered the CRA Regulation unless the rating is provided by a credit rating agency operating in the European Union before 7 June 2010 which has submitted an application for registration in accordance with the CRA Regulation and such registration is not refused.]/

[**●**] [*Insert credit rating agency*] is not established in the European Union and has not applied for registration under Regulation (EC) No 1060/2009, as amended by Regulation (EU) No. 513/2011 (the "**CRA Regulation**"), but is endorsed by [*insert credit rating agency*] which is established in the European Union, registered under the CRA Regulation and included in the list of registered credit rating agencies published by the European Securities and Markets Authority on its website (<https://www.esma.europa.eu/supervision/credit-rating-agencies/risk>).]/

[*Insert credit rating agency*] is not established in the European Union and has not applied for registration under Regulation (EC) No 1060/2009.]

[*Insert credit rating agency/ies*] [is/are] not established in the European Union and [is/are] not endorsed under Regulation (EC) No 1060/2009 as amended by Regulation (EU) No 513/2011 (the "**CRA Regulation**") but [is/are] certified under the CRA Regulation.]

(The above disclosure should reflect the rating allocated to Notes of the type being issued under the Programme generally or, where the issue has been specifically rated, that rating.)

3. INTERESTS OF NATURAL AND LEGAL PERSONS INVOLVED IN THE [ISSUE/OFFER]

(Need to include a description of any interest, including conflicting ones, that is material to the issue/offer, detailing the persons involved and the nature of the interest. May be satisfied by the inclusion of the statement below)

[Save for any fees payable to the [Manager(s)/Dealer(s)], so far as the Issuer is aware, no person involved in the [issue/offer] of the Notes has an interest material to the offer. The [Managers/Dealers] and their affiliates have engaged, and may in the future engage, in investment banking and/or commercial banking transactions

with, and may perform other services for, the Issuer and [its/their] affiliates in the ordinary course of business.] (Amend as appropriate if there are other interests)

4. [REASONS FOR THE OFFER, ESTIMATED NET PROCEEDS AND TOTAL EXPENSES]¹⁷

(i) Reasons for the offer: [●]/[Not Applicable]
(If reasons for offer different from general corporate purposes will need to include those reasons here.)

(ii) Estimated net proceeds: [●]/[Not Applicable]
(If proceeds are intended for more than one use will need to split out and present in order of priority. If proceeds insufficient to fund all proposed uses state amount and sources of other funding.)

(iii) Estimated total expenses: [●] (Include breakdown of expenses.)

5. Fixed Rate Notes only – YIELD

Indication of yield: [●]/[Not Applicable]

6. Floating Rate Notes or CMS Linked Notes only - HISTORIC INTEREST RATES

[Details of historic [EURIBOR, LIBOR or EUR CMS] rates can be obtained from [Reuters/other].] / [Not Applicable]

Historic interest rates: Details of historic [EURIBOR, LIBOR, EUR CMS] rates can be obtained from [Reuters/[●]].

Benchmarks: Amounts payable under the Notes will be calculated by reference to [EURIBOR, LIBOR, EUR CMS] which is provided by [the European Money Markets Institute/ICE Benchmark Administration Limited]. As at [●], [the European Money Markets Institute/ICE Benchmark Administration Limited] [appears/does not appear] on the register of administrators and benchmarks established and maintained by the European Securities and Markets Authority pursuant to Article 36 of the Regulation (EU) 2016/1011 dated 8 June 2016 (the "**Benchmark Regulation**"). [As far as the Issuer is aware, the transitional provisions in Article 51 of the Benchmark Regulation apply, such that the [European Money Markets Institute/ICE Benchmark Administration Limited] is not currently required to obtain authorisation or registration (or, if located outside the European Union, recognition, endorsement or equivalence).]

7. OPERATIONAL INFORMATION

ISIN Code: [●]

Common Code: [●]

¹⁷ Not required for Notes with a denomination per unit of at least €100,000.

Depositories:

(i) Euroclear France to act as central depository [Yes/No]

(ii) Common Depository for Euroclear Bank and Clearstream Banking, S.A. [Yes/No]

Any clearing system(s) other than Euroclear Bank SA/NV and Clearstream Banking, S.A. and the relevant identification number(s):

[Not Applicable/give name(s) and number(s) and address(es)]

Delivery:

Delivery [against/free of] payment

Names and addresses of initial Paying Agent:

[●]

Names and addresses of additional Paying Agent(s) (if any):

[●]

8. DISTRIBUTION

(i) Method of distribution: [Syndicated/Non syndicated]

(ii) If syndicated:

- names [and addresses¹⁸] of Managers [and underwriting commitments¹⁹]: [Not Applicable/(give names[, addresses and underwriting commitments]²⁰)]

[(Include names and addresses of entities agreeing to underwrite the issue on a firm commitment basis and names and addresses of the entities agreeing to place the issue without a firm commitment or on a "best efforts" basis if such entities are not the same as the Managers.)²¹]

- [Date of [Subscription] Agreement: [●]]²²

- Stabilising Manager(s) (if any): [Not Applicable/(give name)]

(iii) If non-syndicated, name [and address]²³ of Dealer: [Not Applicable/(give name [and address])]

(iv) [Total commission and concession²⁴]: [●] per cent. of the Aggregate Nominal Amount]

(v) U.S. Selling Restrictions: [TEFRA C/TEFRA D/ TEFRA not applicable]

(vi) Non-exempt Offer: [Applicable][Not Applicable] *(If not applicable, delete the remaining placeholders of this sub-paragraph (vi) and also paragraph 10 below)*

Non-exempt Offer Jurisdictions: [France]/[Luxembourg]/[●]

Offer Period: [Specify date] until [specify date]

18 Not required for Notes with a denomination per unit of at least €100,000.

19 Not required for Notes with a denomination per unit of at least €100,000.

20 Not required for Notes with a denomination per unit of at least €100,000.

21 Not required for Notes with a denomination per unit of at least €100,000.

22 Not required for Notes with a denomination per unit of at least €100,000.

23 Not required for Notes with a denomination per unit of at least €100,000.

24 Not required for Notes with a denomination per unit of at least €100,000.

Financial intermediaries granted specific consent to use the Base Prospectus in accordance with the conditions in it:	<i>[Insert names and addresses of financial intermediaries receiving consent (specific consent)]</i>
General Consent:	[Not Applicable][Applicable]
Other Authorised Offeror Terms:	[Not Applicable][Add here any other Authorised Offeror Terms]
	<i>(Authorised Offeror Terms should only be included here where General Consent is Applicable)</i>
(vi) Prohibition of Sales to EEA Retail Investors ²⁵ :	[Not Applicable/Applicable]
	<i>(If the Notes clearly do not constitute "packaged" products, "Not Applicable" should be specified. If the Notes may constitute "packaged" products and no KID will be prepared, "Applicable" should be specified.)</i>

9. [TERMS AND CONDITIONS OF THE OFFER]²⁶

(i) Offer Price:	[The Offer Price amounts to [●] being the initial issue price of [●] at which the Issuer has offered the Notes to the Managers, less a total commission of [●].]
	<i>(or where the price is not determined at the date of the Final Terms)</i>
	[The issue price of the Notes will be determined by the Issuer and the Managers on or about [●] in accordance with market conditions then prevailing, including <i>[supply and demand for the Notes and other similar securities]</i> [and] [the then current market price of <i>[insert relevant benchmark security, if any].</i>]
(ii) Conditions to which the offer is subject:	[Offers of the Notes are conditional [on their issue <i>[only applicable to offers during the subscription period]</i>] [on any additional conditions set out in the standard terms of business of the financial intermediaries, notified to investors by such relevant Financial Intermediaries].]
(iii) Total amount of the issue/offer:	[●] <i>(if the amount is not fixed, insert a description of the arrangements and time for announcing to the public the definitive amount of the offer.)</i>
(iv) Description of the application process:	[Not Applicable/give details]
(v) Description of the possibility to reduce subscriptions and the manner for refunding excess amount paid by	

²⁵ The expression "Retail Investor" means a person who is one (or more) of the following: (i) a retail client as defined in point (11) of Article 4(1) of Directive 2014/65/EU, as amended ("**MiFID II**"), (ii) a customer within the meaning of Directive 2016/97/EU, as amended, where that customer would not qualify as a professional client as defined in point (10) of Article 4(1) of MiFID II, or (iii) not a qualified investor as defined in the Prospectus Directive.

²⁶ Not required for Notes with a denomination per unit of at least €100,000.

- applicants: [Not Applicable/give details]
- (vi) Details of the minimum and/or maximum amount of application: [Not Applicable/give details]
- (vii) Details of the method and time limits for paying up and delivering the Notes: [Not Applicable/The Notes will be issued on the Issue Date against payment to the Issuer of the net subscription moneys. Investors will be notified by the relevant financial intermediary of their allocations of Notes and the settlement arrangements in respect thereof.]
- (viii) Manner in and date on which results of the offer are to be made public: [Not Applicable/give details]
- (ix) Procedure for exercise of any right of pre-emption, negotiability of subscription rights and treatment of subscription rights not exercised: [Not Applicable/give details]
- (x) If the offer is being made simultaneously in the markets of two or more countries and if a tranche has been or is being reserved for certain of these, indicate any such tranche: Offers may be made by the financial intermediaries [insert jurisdiction where the Base Prospectus has been approved and published and jurisdictions into which it has been passported] to any person. In other EEA countries, offers will only be made by the financial intermediaries pursuant to an exemption from the obligation under the Prospectus Directive as implemented in such countries to publish a prospectus.]
- (xi) Process for notification to applicants of the amount allotted and indication whether dealing may begin before notification is made: [Not Applicable/give details]
- (xii) Amount of any expenses and taxes specifically charged to the subscriber or purchaser: [Not Applicable/give details]
- (xiii) Authorised Offeror(s) in the various countries where the offer takes place: [Not Applicable / Name(s) and address(es) of the financial intermediary(ies) appointed by the Issuer to act as Authorised Offeror(s)/ Any financial intermediary which satisfies the conditions set out below in item "Conditions attached to the consent of the Issuer to use the Base Prospectus"]

[ANNEX – FORM OF ISSUE SPECIFIC SUMMARY]

(Issuer to annex form of issue specific summary to the Final Terms)

TAXATION

The following is an overview limited to certain tax considerations in France and in Luxembourg relating to the payments made in respect of the Notes that may be issued under the Programme and specifically contains information on taxes on the income from the securities withheld at source. This overview is based on the laws in force in France and in the Grand Duchy of Luxembourg as of the date of this Base Prospectus and as applied by the tax authorities, all of which are subject to changes or to different interpretation. It does not purport to be a comprehensive description of all the tax considerations which may be relevant to a decision to purchase, own or dispose of the Notes. It is included herein solely for information purposes and is not intended to be, nor should it be construed to be, legal or tax advice. Each prospective holder or beneficial owner of Notes should consult its tax advisor as to the tax consequences of any investment in or ownership and disposition of the Notes in light of its particular circumstances.

1. French Taxation

The following is a basic overview of certain French withholding tax considerations which may be relevant to the payments in respect of Notes made to a Noteholder who (i) is not a French resident for tax purposes, (ii) does not hold the Notes in connection with a permanent establishment or a fixed base in France and (iii) does not concurrently hold shares of the Issuer. This overview is based on the tax laws and regulations of France, as currently in force and applied by the French tax authorities, all of which are subject to change or to different interpretation. This overview is for general information and does not purport to address all French tax considerations that may be relevant to specific holders in light of their particular situation. Persons considering the purchase of Notes should consult their own tax advisers as to French tax considerations relating to the purchase, ownership and disposition of Notes in light of their particular situation. Investors who are in doubt as to their tax position should consult their professional tax advisers.

- (a) Payments of interest and other revenues made by the Issuer with respect to the Notes will not be subject to the withholding tax set out under Article 125 A III of the French *Code général des impôts* unless such payments are made outside France to persons domiciled or established in a non-cooperative State or territory (*Etat ou territoire non coopératif*) within the meaning of Article 238-0 A of the French *Code général des impôts*) (a "**Non-Cooperative State**") or paid in a bank account opened in a financial institution located in a Non-Cooperative State. If such payments under the Notes are made in a Non-Cooperative State, a seventy-five per cent. (75 %) withholding tax will be applicable (subject to certain exceptions and to the more favourable provisions of any applicable double tax treaty) by virtue of Article 125 A III of the French *Code général des impôts*. The 75% withholding tax is applicable irrespective of the tax residence of the Noteholder. The list of Non-Cooperate States is published by a ministerial executive order, which is updated on a yearly basis. A draft law published by the French government on 28 March 2018 would, if adopted in its current form, (i) expand the list of Non-Cooperative States as defined under Article 238-0 A of the French *Code général des impôts* to include the jurisdictions on the list set out in Annex I to the conclusions adopted by the Council of the European Union on 5 December 2017, as updated, (the "**EU List**") and, as a consequence, (ii) expand this withholding tax regime to certain jurisdictions included in the EU List.

Notwithstanding the foregoing, Article 125 A III of the French *Code général des impôts* provides that the seventy-five per cent. (75%) withholding tax will not apply in respect of the issue of the Notes if the Issuer can prove that the principal purpose and effect of such issue of Notes was not that of allowing the payments of interest or other revenues to be made in a Non-Cooperative State (the "**Exception**"). Pursuant to official guidelines issued by the French tax authorities under the references BOI-INT-DG-20-50-20140211, no. 990, BOI-RPPM-RCM-30-10-20-40-20140211, no. 70 and BOI-IR-DOMIC-10-20-20-60-20150320, no.10, an issue of notes will benefit from the Exception without the Issuer having to provide any proof of the purpose and effect of such issue of the notes if such notes are:

- (i) offered by means of a public offer within the meaning of Article L. 411-1 of the French *Code monétaire et financier* or pursuant to an equivalent offer in a State or territory other than a Non-Cooperative State. For this purpose, an "equivalent offer" means any offer requiring the registration or submission of an offer document by or with a foreign securities market authority; or
- (ii) admitted to trading on a regulated market or on a French or foreign multilateral securities trading system provided that such market or system is not located in a Non-Cooperative State, and the operation of such market is carried out by a market operator or an investment services provider, or

by such other similar foreign entity, provided further that such market operator, investment services provider or entity is not located in a Non-Cooperative State; or

- (iii) admitted, at the time of their issue, to the operations of a central depository or of a securities clearing, delivery and payment systems operator within the meaning of Article L. 561-2 of the French *Code monétaire et financier*, or of one or more similar foreign depositories or operators provided that such depository or operator is not located in a Non-Cooperative State.

Furthermore, pursuant to Article 238 A of the French *Code général des impôts*, interest and other revenues on such Notes are not deductible from the Issuer's taxable income, if they are (i) paid or accrued to persons domiciled or established in a State or territory where they benefit from a preferential tax regime under the meaning of Article 238 A of the French General Tax Code (*Code Général des impôts*) or in a Non-Cooperative State or (ii) paid or accrued to a bank account opened in a financial institution located in a State or territory where it benefits from a preferential tax regime under the meaning of Article 238 A of the French General Tax Code (*Code Général des impôts*) or in a Non-Cooperative State. The draft law published by the French government on 28 March 2018 abovementioned would, if adopted in its current form, expand this regime to the jurisdictions included in the EU List. Under certain conditions, any such non-deductible interest and other revenues may be recharacterised as constructive dividends pursuant to Article 109 of the French *Code général des impôts*, in which case such non-deductible interest and other revenues may be subject to the withholding tax set out under Article 119 *bis* of the French *Code général des impôts*, at a rate of (i) twelve point eight per cent. (12.8%) for Noteholders who are non-French tax resident individuals, at a rate of (ii) thirty per cent. (30%) until 31 December 2019, twenty-eight per cent. (28%) as from 1 January 2020, twenty-six point five per cent. (26.5%) as from 1 January 2021 and twenty-five per cent. (25%) as from 1 January 2022 for Noteholders who are non-French tax resident legal persons or (iii) seventy-five per cent. (75%) for payments made outside France in a Non-Cooperative State, subject in each case to the more favourable provisions of an applicable double tax treaty, if any.

However, neither the non-deductibility set out under Article 238 A of the French *Code général des impôts*, nor the withholding tax set out under article 119 *bis* 2 of the same code will apply in respect of the Notes solely by reason of the relevant payments being made to persons domiciled or established in a Non-Cooperative State or paid to a bank account opened in a financial institution located in such a Non-Cooperative State if the Issuer can prove that it can benefit from the Exception and that the relevant interest or revenues relate to genuine transactions and are not in an abnormal or exaggerated amount. Pursuant to the official guidelines issued by the French tax authorities under the references BOI-INT-DG-20-50-20140211, no. 550 and BOI-RPPM-RCM-30-10-20-40-20140211, no. 80, the issue of the Notes will benefit from the Exception without the Issuer having to provide any proof of the purpose and effect of the issue of the Notes if the Notes satisfy one of the three above-mentioned conditions.

In relation to interest and other income on Notes which are to be assimilated (*assimilées* for the purpose of French law) and form a single series with notes issued (or deemed issued) outside France as provided under article 131 *quater* of the French General Tax Code (*Code général des impôts*) before 1 March 2010, such Notes will continue to be exempt from the withholding tax set out under article 125 A III of the French General Tax Code (*Code général des impôts*). Such Notes will also not be subject to the deductibility exclusion set out under article 238 A of the French General Tax Code (*Code général des impôts*) and hence will not be subject to the withholding tax set out in Article 119 *bis* 2 of the French General Tax Code (*Code général des impôts*) solely on account of their being paid in a Non-Cooperative State or accrued or paid to persons established or domiciled in a Non-Cooperative State.

- (b) Pursuant to Article 125 A and 125 D of the French *Code général des impôts* and subject to certain limited exceptions, interest and other revenues received under the Notes by individuals who are fiscally domiciled (*domiciliés fiscalement*) in France are subject to a 12.8% withholding tax. This withholding tax is an advance payment made in respect of the personal income tax of the individual receiving the interest or revenue, which is deductible from his personal income tax liability in respect of the year during which the withholding has been made. If the amount of this withholding tax exceeds the amount of personal income tax due, the excess is refundable. Social contributions (CSG, CRDS and other related contributions) are also levied by way of withholding at an aggregate rate of seventeen point two per cent. (17.2%) on interest and similar revenues paid by the Issuer under the Notes, to individuals who are fiscally domiciled (*domiciliés fiscalement*) in France.

2. Luxembourg Taxation

The following information is of a general nature only and is based on the laws presently in force in Luxembourg, though it is not intended to be, nor should it be construed to be, legal or tax advice. The prospective investors in

the Notes should therefore consult their own professional advisers as to the effects of state, local or foreign laws, including Luxembourg tax law, to which they may be subject.

Please be aware that the residence concept used under the respective headings below applies for Luxembourg income tax assessment purposes only. Any reference in the present section to a tax, duty, levy, impost or other charge or withholding of a similar nature, or to any other concepts, refers to Luxembourg tax law and/or concepts only. Also, please note that a reference to Luxembourg income tax encompasses corporate income tax (*impôt sur le revenu des collectivités*), municipal business tax (*impôt commercial communal*), a solidarity surcharge (*contribution au fonds pour l'emploi*) as well as personal income tax (*impôt sur le revenu*) generally. Investors may further be subject to net wealth tax (*impôt sur la fortune*) as well as other duties, levies or taxes. Corporate income tax, municipal business tax as well as the solidarity surcharge invariably apply to most corporate taxpayers resident in Luxembourg for tax purposes. Individual taxpayers are generally subject to personal income tax and the solidarity surcharge. Under certain circumstances, where an individual taxpayer acts in the course of the management of a professional or business undertaking, municipal business tax may apply as well.

Taxations of the Holders of Notes

Withholding Tax

Non-resident holders of Notes

Under Luxembourg general tax laws currently in force, there is no withholding tax on payments of principal, premium or interest made to non-resident holders of Notes, nor on accrued but unpaid interest in respect of the Notes, nor is any Luxembourg withholding tax payable upon redemption or repurchase of the Notes held by non-resident holders of Notes.

Resident holders of Notes

Under Luxembourg general tax laws currently in force and subject to the law of 23 December 2005, as amended (the "**Relibi Law**") mentioned below, there is no withholding tax on payments of principal, premium or interest made to Luxembourg resident holders of Notes, nor on accrued but unpaid interest in respect of Notes, nor is any Luxembourg withholding tax payable upon redemption or repurchase of Notes held by Luxembourg resident holders of Notes.

Under the Relibi Law, payments of interest or similar income made or ascribed by a paying agent established in Luxembourg to an individual beneficial owner who is a resident of Luxembourg will be subject to a withholding tax of 20 per cent. Such withholding tax will be in full discharge of income tax if the beneficial owner is an individual acting in the course of the management of his/her private wealth. Responsibility for the withholding of the tax will be assumed by the Luxembourg paying agent. Payments of interest under the Notes coming within the scope of the Relibi Law will be subject to a withholding tax at a rate of 20 per cent.

Income Taxation

Non-resident holders of Notes

A non-resident holder of Notes, not having a permanent establishment or permanent representative in Luxembourg to which/whom such Notes are attributable, is not subject to Luxembourg income tax on interest accrued or received, redemption premiums or issue discounts, under the Notes. A gain realised by such non-resident holder of Notes on the sale or disposal, in any form whatsoever, of the Notes is further not subject to Luxembourg income tax.

A non-resident corporate holder of Notes or an individual holder of Notes acting in the course of the management of a professional or business undertaking, who has a permanent establishment or permanent representative in Luxembourg to which or to whom such Notes are attributable, is subject to Luxembourg income tax on interest accrued or received, redemption premiums or issue discounts, under the Notes and on any gains realised upon the sale or disposal, in any form whatsoever, of the Notes.

Resident holders of Notes

Holders of Notes who are residents of Luxembourg will not be liable for any Luxembourg income tax on repayment of principal.

(a) Luxembourg resident corporate holder of Notes

A corporate holder of Notes must include any interest accrued or received, any redemption premium or issue discount, as well as any gain realised on the sale or disposal, in any form whatsoever, of the Notes, in its taxable income for Luxembourg income tax assessment purposes.

A holder of Notes that is governed by the law of 11 May 2007 on family estate management companies, as amended, or by the law of 17 December 2010 on undertakings for collective investment, or by the law of 13 February 2007 on specialised investment funds, as amended, or by the law of 23 July 2016 on reserved alternative investment funds and which does not fall under the special tax regime set out in article 48 thereof is neither subject to Luxembourg income tax in respect of interest accrued or received, any redemption premium or issue discount, nor on gains realised on the sale or disposal, in any form whatsoever, of the Notes.

(b) Luxembourg resident individual holder of Notes

An individual holder of Notes, acting in the course of the management of his/her private wealth, is subject to Luxembourg income tax at progressive rates in respect of interest received, redemption premiums or issue discounts, under the Notes, except if (i) withholding tax has been levied on such payments in accordance with the Relibi Law, or (ii) the individual holder of the Notes has opted for the application of a 20 per cent. tax in full discharge of income tax in accordance with the Relibi Law, which applies if a payment of interest has been made or ascribed by a paying agent established in a EU Member State (other than Luxembourg), or in a Member State of the European Economic Area (other than a EU Member State). A gain realised by an individual holder of Notes, acting in the course of the management of his/her private wealth, upon the sale or disposal, in any form whatsoever, of Notes is not subject to Luxembourg income tax, provided this sale or disposal took place more than six months after the Notes were acquired. However, any portion of such gain corresponding to accrued but unpaid interest income is subject to Luxembourg income tax, except if withholding tax has been levied on such interest in accordance with the Relibi Law.

An individual holder of Notes acting in the course of the management of a professional or business undertaking must include this interest in its taxable basis. If applicable, the tax levied in accordance with the Relibi Law will be credited against his/her final tax liability.

Net Wealth Taxation

A corporate holder of Notes, whether it is resident of Luxembourg for tax purposes or, if not, it maintains a permanent establishment or a permanent representative in Luxembourg to which such Notes are attributable, is subject to Luxembourg wealth tax on such Notes, except if the holder of Notes is governed by the law of 11 May 2007 on family estate management companies, as amended, or by the law of 17 December 2010 on undertakings for collective investment, as amended, or by the law of 13 February 2007 on specialised investment funds, as amended, or by the law of 23 July 2016 on reserved alternative investment funds, or is a securitisation company governed by the law of 22 March 2004 on securitisation, as amended, or is a capital company governed by the law of 15 June 2004 on venture capital vehicles, as amended²⁷.

An individual holder of Notes, whether he/she is resident of Luxembourg or not, is not subject to Luxembourg wealth tax on such Notes.

Other Taxes

Neither the issuance nor the transfer, repurchase or redemption of Notes will give rise to any Luxembourg registration tax or similar taxes.

However, a fixed or ad valorem registration duty may be due upon the registration of the Notes in Luxembourg in the case where the Notes are physically attached to a public deed or to any other document subject to mandatory registration, or in the case of a registration of the Notes on a voluntary basis.

²⁷ Please however note that securitisation companies governed by the law of 22 March 2004 on securitisation, as amended, or capital companies governed by the law of 15 June 2004 on venture capital vehicles, as amended, or reserved alternative investment funds governed by the law of 23 July 2016 and which fall under the special tax regime set out under article 48 thereof may, under certain conditions, be subject to minimum net wealth tax.

Where a holder of Notes is a resident of Luxembourg for tax purposes at the time of his/her death, the Notes are included in his/her taxable estate for inheritance tax assessment purposes.

Gift tax may be due on a gift or donation of Notes if embodied in a Luxembourg deed passed in front of a Luxembourg notary or recorded in Luxembourg.

3. United States of America - Foreign Account Tax Compliance Act ("FATCA")

Pursuant to certain provisions of the U.S. Internal Revenue Code of 1986, as amended, commonly known as FATCA, a "foreign financial institution" may be required to withhold on certain payments it makes ("foreign passthru payments") to persons that fail to meet certain certification, reporting, or related requirements. The Issuer is a foreign financial institution for these purposes. A number of jurisdictions, including France, have entered into intergovernmental agreements with the United States to implement FATCA ("IGAs"), which modify the way in which FATCA applies in their jurisdictions. Under the provisions of IGAs as currently in effect, a foreign financial institution in an IGA jurisdiction would generally not be required to withhold under FATCA or an IGA from payments that it makes. Certain aspects of the application of the FATCA provisions and IGAs to instruments such as the Notes, including whether withholding would ever be required pursuant to FATCA or an IGA with respect to payments on instruments such as the Notes, are uncertain and may be subject to change. Even if withholding would be required pursuant to FATCA or an IGA with respect to payments on instruments such as the Notes, such withholding would not apply prior to 1 January 2019, and Notes issued on or prior to the date that is six months after the date on which final regulations defining "foreign passthru payments" are filed with the U.S. Federal Register generally would be "grandfathered" for purposes of FATCA withholding unless materially modified after such date. However, if additional notes (as described under "Terms and Conditions of the Notes—Further Issues") that are not distinguishable from previously issued Notes are issued after the expiration of the grandfathering period and are subject to withholding under FATCA, then withholding agents may treat all Notes, including the Notes offered prior to the expiration of the grandfathering period, as subject to withholding under FATCA. Holders should consult their own tax advisors regarding how these rules may apply to their investment in the Notes. In the event any withholding would be required pursuant to FATCA or an IGA with respect to payments on the Notes, no person will be required to pay additional amounts as a result of the withholding.

Prospective investors should consult their tax advisers on how these rules may apply to the Issuer and to payments they may receive in connection with the Notes.

SUBSCRIPTION AND SALE

Subject to the terms and on the conditions contained in an amended and restated dealer agreement dated 5 September 2018 between the Issuer, the Arranger and the Permanent Dealers (the "**Dealer Agreement**"), the Notes will be offered by the Issuer to the Permanent Dealers. However, the Issuer has reserved the right to sell Notes directly on its own behalf to Dealers that are not Permanent Dealers. The Notes may be resold at prevailing market prices, or at prices related thereto, at the time of such resale, as determined by the relevant Dealer. The Notes may also be sold by the Issuer through the Dealers, acting as agents of the Issuer. The Dealer Agreement also provides for Notes to be issued in syndicated Tranches that are jointly and severally underwritten by two or more Dealers.

The Issuer will pay each relevant Dealer a commission as agreed between them in respect of Notes subscribed by it. The Issuer has agreed to reimburse the Arranger for its expenses incurred in connection with the Programme and the Dealers for certain of their activities in connection with the Programme. The commissions in respect of an issue of Notes on a syndicated basis will be stated in the relevant Final Terms.

The Issuer has agreed to indemnify the Dealers against certain liabilities in connection with the offer and sale of the Notes. The Dealers have agreed to indemnify the Issuer against certain liabilities in connection with the offer and sale of the Notes. The Dealer Agreement entitles the Dealers to terminate any agreement that they make to subscribe Notes in certain circumstances prior to payment for such Notes being made to the Issuer.

Selling Restrictions

General

These selling restrictions may be modified by the agreement of the Issuer and the Dealers in particular following a change in a relevant law, regulation or directive. Any such modification will be set out in a supplement to this Base Prospectus.

Each Dealer has agreed, and each further Dealer appointed under the Programme will be required to agree, that it will comply with all relevant laws, regulations and directives in each jurisdiction in which it purchases, offers, sells or delivers Notes or has in its possession or distributes the Base Prospectus, any other offering material or any Final Terms and that it will obtain any consent, approval or permission required for the purchase, offer or sale of Notes under the laws and regulations in force in any jurisdiction in which it makes such purchase, offer or sale. None of the Issuer or any other Dealer shall have responsibility therefore.

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

This Base Prospectus prepared in connection with the Notes has not been submitted to the clearance procedures of the *Autorité des marchés financiers* (the "**AMF**").

European Economic Area

Public offer selling restriction under the Prospectus Directive

If the Final Terms in respect of any Notes specify "Prohibition of Sales to EEA Retail Investors" as "Not Applicable", each Dealer has represented and agreed, and each further Dealer appointed under the Programme will be required to represent and agree, that it has not made and will not make an offer of Notes which are the subject of the offering contemplated by the Base Prospectus as completed by the Final Terms in relation thereto to the public in a Member State of the EEA except that it may make an offer of such Notes to the public in that Member State of the EEA:

- (i) if the final terms in relation to the Notes specify that an offer of those Notes may be made other than pursuant to Article 3(2) of the Prospectus Directive in that Member State of the EEA (a "**Non-exempt Offer**"), following the date of publication of a prospectus in relation to such Notes which has been approved by the competent authority in that Member State of the EEA or, where appropriate, approved in another Member State of the EEA and notified to the competent authority in that Member State of the EEA, provided that (a) the Issuer has given its written consent and (b) any such prospectus has subsequently been completed by the final terms contemplating such Non-exempt Offer, in accordance with the Prospectus Directive, in the period beginning and ending on the dates specified in such prospectus or final terms, as applicable;

- (ii) at any time to any legal entity which is a qualified investor as defined under the Prospectus Directive;
- (iii) at any time to fewer than one hundred and fifty (150) natural or legal persons (other than qualified investors as defined in the Prospectus Directive) subject to obtaining the prior consent of the relevant Dealer or Dealers nominated by the Issuer for any such offer; or
- (iv) at any time in any other circumstances falling within Article 3(2) of the Prospectus Directive,

provided that no such offer of Notes referred to in paragraphs (ii) to (iv) above shall require the Issuer or any Dealer to publish a prospectus pursuant to Article 3 of the Prospectus Directive or supplement a prospectus pursuant to Article 16 of the Prospectus Directive.

For the purposes of this provision, the expression an "**offer of Notes to the public**" in relation to any Notes in any Member State of the EEA means the communication in any form and by any means of sufficient information on the terms of the offer and the Notes to be offered so as to enable an investor to decide to purchase or subscribe the Notes, as the same may be varied in that Member State of the EEA by any measure implementing the Prospectus Directive in that Member State of the EEA and the expression "**Prospectus Directive**" means Directive 2003/71/EC of the European Parliament and of the Council dated 4 November 2003, as amended and includes any relevant implementing measure in each relevant Member State of the EEA.

Prohibition of Sales to EEA Retail Investors

If the Final Terms in respect of any Notes specifies "Prohibition of Sales to EEA Retail Investors" as "Applicable", each Dealer has represented and agreed, and each further Dealer appointed under the Programme will be required to represent and agree, that it has not offered, sold or otherwise made available and will not offer, sell or otherwise make available any Notes which are the subject of the offering contemplated by this Base Prospectus as completed by the Final Terms in relation thereto 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;
 - (ii) a customer within the meaning of Directive 2016/97/EU, as amended, where that customer would not qualify as a professional client as defined in point (10) of Article 4(1) of MiFID II; or
 - (iii) not a qualified investor as defined in the Prospectus Directive; and
- (b) the expression an "offer" includes the communication in any form and by any means of sufficient information on the terms of the offer and the Notes to be offered so as to enable an investor to decide to purchase or subscribe the Notes.

United States of America

The Notes have not been and will not be registered under the Securities Act, and subject to certain exceptions, may not be offered or sold within the United States or to, or for the account or benefit of U.S. persons as defined under Regulation S. The Notes are being offered and sold outside of the United States in offshore transactions to non-U.S. persons in reliance on Regulation S. Each Dealer has agreed, and each further Dealer appointed under the Programme will be required to agree, that it will not offer or sell the Notes of any identifiable Tranche within the United States.

Materialised Notes having a maturity of more than one (1) year are subject to U.S. tax law requirements and may not be offered, sold or delivered within the United States or its possessions or to a United States person, except in certain transactions permitted by U.S. tax regulations. Terms used in this paragraph have the meanings given to them by the U.S. Internal Revenue Code of 1986, as amended, and regulations thereunder.

In addition, until forty (40) calendar days after the commencement of the offering of any identifiable Tranche, 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.

This Base Prospectus has been prepared by the Issuer for use in connection with the offer and sale of the Notes

outside the United States. The Issuer and the Dealer(s) reserve the right to reject any offer to purchase the Notes, in whole or in part, for any reason. This Base Prospectus does not constitute an offer to any person in the United States. Distribution of this Base Prospectus to any U.S. person or to any other person within the United States is unauthorised and any disclosure without the prior written consent of the Issuer of any of its contents to any such U.S. person or other person within the United States is prohibited.

United Kingdom

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

- (a) in relation to any Notes which have a maturity of less than one (1) year, (a) it is a person whose ordinary activities involve it in acquiring, holding, managing or disposing of investments (as principal or agent) for the purposes of its business and (b) it has not offered or sold and will not offer or sell any Notes other than to persons whose ordinary activities involve them in acquiring, holding, managing or disposing of investments (as principal or as agent) for the purposes of their businesses or who it is reasonable to expect will acquire, hold, manage or dispose of investments (as principal or agent) for the purposes of their businesses where the issue of the Notes would otherwise constitute a contravention of Section 19 of the Financial Services and Markets Act 2000, as amended (the "FSMA") by the Issuer;
- (b) it has only communicated or caused to be communicated and will only communicate or cause to be communicated an invitation or inducement to engage in investment activity (within the meaning of Section 21 of the FSMA) received by it in connection with the issue or sale of any Notes in circumstances in which Section 21(1) of the FSMA does not apply to the Issuer; and
- (c) it has complied and will comply with all applicable provisions of the FSMA with respect to anything done by it in relation to any Notes in, from or otherwise involving the United Kingdom.

Italy

No Notes may be offered, sold or delivered, nor may copies of the Base Prospectus, the Final Terms or of any other document relating to the Notes be distributed in the Republic of Italy or to Italian investors either on the primary or secondary market.

Japan

The Notes have not been and will not be registered under the Financial Instruments and Exchange Law of Japan (Law No. 25 of 1948, as amended: the "FIEA"). Accordingly, each of the Dealers has represented and agreed that it has not, directly or indirectly, offered or sold and will not, directly or indirectly, offer or sell any Notes in Japan or to or for the benefit of a resident of Japan (as defined under Item 5, Paragraph 1, Article 6 of the Foreign Exchange and Foreign Trade Act No. 228 of 1949, as amended), or to others for re-offering or re-sale, directly or indirectly in Japan or to, or for the benefit of any resident of Japan, except pursuant to an exemption from the registration requirements of, and otherwise in compliance with the FIEA and other relevant laws, regulations and ministerial guidelines of Japan.

The Netherlands

Each Dealer has represented and agreed and each further Dealer appointed under the Programme will be required to represent and agree, that any Notes will only be offered in The Netherlands to Qualified Investors (as defined in the Prospectus Directive), unless such offer is made in accordance with the Dutch Financial Supervision Act (*Wet op het financieel toezicht*).

Kingdom of Spain

Each Dealer has represented and agreed, and each further Dealer appointed under the Programme will be required to represent and agree, that it will not make an offering of the Notes which are the subject of the offering contemplated by this Prospectus as completed by the applicable Final Terms unless, the requirements of Royal Legislative Decree 4/2015 of 23 October 2015, approving the consolidated text of the Securities Market Law, Royal Decree 1310/2005, of 4 November 2005, on admission to listing and on issues and public offers of securities (as amended from time to time) and any other regulation and ESMA or *Comisión Nacional del Mercado de Valores* (the "CNMV") guidance developing them which may be in force and required therefore from time to

time have been complied with. Otherwise no Notes will be offered, sold, delivered, marketed nor may copies of this Prospectus or of any other document relating to the Notes be distributed in the Kingdom of Spain, except:

- to qualified investors (*inversores cualificados*), as defined in Article 39 of Royal Decree 1310/2005, of 4 November 2005, on admission to listing and on issues and public offers of securities as amended from time to time and in particular as amended by Royal Decree 1698/2012, of 21 December 2012, which modifies the applicable laws and regulations on prospectus and transparency requirements. Individuals and small and medium-sized enterprises domiciled in Spain which have requested to be considered as qualified investors must comply with the registration requirements set forth by Article 39 of Royal Decree 1310/2005, of 4 November 2005, on admission to listing and on issues and public offers of securities; or
- in other circumstances which are exempted from the rules on public offerings pursuant to Article 35 of Royal Legislative Decree 4/2015 of 23 October 2015, approving the consolidated text of the Securities Market Law.

Except to qualified investors, any offer, sale or delivery of the Notes or distribution of copies of this Prospectus or any other document relating to the Notes in the Kingdom of Spain, even those which are exempted from the rules on public offerings, must be made by an investment firm, bank or financial intermediary permitted to conduct such activities in the Kingdom of Spain in accordance with Royal Legislative Decree 4/2015 of 23 October 2015, approving the consolidated text of the Securities Market Law. In addition, each Dealer has agreed that it will comply, and each further Dealer appointed under the programme will be required to agree to comply where applicable, with all requirements under Royal Legislative Decree 4/2015 of 23 October 2015, approving the consolidated text of the Securities Market Law, Royal Decree 1310/2005, of 4 November 2005, Royal Decree 217/2008, of 15 February 2008, Markets in Financial Instruments Directive (Directive 2014/65/EU) related rules and any ESMA or CNMV regulatory guidance in relation thereto.

Any re-offer or re-sale of the Notes shall be subject to the restrictions set out herein above.

Switzerland

Each Dealer has represented and agreed, and each further Dealer appointed under the Programme will be required to agree, that it will comply with any laws, regulations or guidelines in Switzerland from time to time, including, but not limited to, any regulations made by the Swiss Financial Market Supervisory Authority FINMA and/or the Swiss National Bank (if any) in relation to the offer, sale, delivery or transfer of the Notes or the distribution of any offering or marketing material in Switzerland in respect of such Notes.

France

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

(i) Offer to the public in France:

it has only made and will only make an offer of Notes to the public (*offre au public*) in France in the period beginning (i) when a prospectus in relation to those Notes has been approved by the AMF, on the date of its publication or, (ii) when a prospectus has been approved by the competent authority of another Member State of the European Economic Area which has implemented the Prospectus Directive (as defined above), on the date of notification of such approval to the AMF, all in accordance with Articles L. 412-1 and L. 621-8 of the French *Code monétaire et financier* and the provisions of the *Règlement général* of the AMF, and ending at the latest on the date which is twelve (12) months after the date of approval of the Base Prospectus; or

(ii) Private placement in France:

it has not offered or sold and will not offer or sell, directly or indirectly, any Notes to the public in France and it has not distributed or caused to be distributed and will not distribute or cause to be distributed to the public in France, this Base Prospectus, the relevant Final Terms or any other offering material relating to the Notes and such offers, sales and distributions have been and will be made in France only to (a) providers of investment services relating to portfolio management for the account of third parties (*personnes fournissant le service d'investissement de gestion de portefeuille pour compte de tiers*), and/or (b) qualified investors (*investisseurs qualifiés*) investing for their own account, all as defined in, and in accordance with, Articles L. 411-1, L. 411-2 and D. 411-1 of the French *Code monétaire et financier*.

GENERAL INFORMATION

- (1) This Base Prospectus has been approved by the CSSF, as competent authority in Luxembourg for the purposes of the Prospectus Directive. It has not been submitted to the clearance procedures of the AMF.
- (2) The Issuer has obtained all necessary corporate and other consents, approvals and authorisations in France in connection with the update of the Programme. Any issuance of Notes under the Programme, to the extent that such Notes constitute *obligations* under French law, requires the prior authorisation of the Board of Directors (*Conseil d'Administration*) of the Issuer, which may delegate its power to its *Président* or to any other member of the Board of Directors (*Conseil d'Administration*) of the Issuer, or to the *Directeur Général* of the Issuer, or to any other person.

Any issuance of Notes under the Programme will, to the extent that such Notes do not constitute *obligations*, fall within the general powers of the *Directeur Général* of the Issuer or a *Directeur Général Délégué* of the Issuer or any other authorised official acting by delegation.

- (3) There has been no significant change in the financial or trading position of the Issuer or the Group since 30 June 2018.
- (4) Except as disclosed on pages 72 and 73 of the 2017 Registration Document which is incorporated by reference on pages 90 *et seq.* of this Base Prospectus, there has been no material adverse change in the prospects of the Issuer or the Group since 31 December 2017.
- (5) Neither the Issuer nor any other member of the Group is or has been involved in any governmental, legal or arbitration proceedings (including any such proceeding which are pending or threatened of which the Issuer is aware), during a period covering at least the previous twelve (12) months which may have, or have had in the recent past, significant effects on the financial position or profitability of the Issuer.
- (6) There are no material contracts that are not entered into the ordinary course of the Issuer's business which could result in any member of the Group being under an obligation or entitlement that is material to the Issuer's ability to meet its obligation to Noteholders in respect of the Notes being issued.
- (7) Application may be made for Notes to be accepted for clearance through Euroclear France (66, rue de la Victoire, 75009 Paris, France) and/or Euroclear (boulevard du Roi Albert II, 1210 Bruxelles, Belgique) and Clearstream (42, avenue JF Kennedy, 1855 Luxembourg, Luxembourg). The Common Code and the International Securities Identification Number (ISIN) or the identification number for any other relevant clearing system for each Series of Notes will be set out in the relevant Final Terms.
- (8) Mazars, 61, rue Henri-Regnault, 92400 Courbevoie, France and Deloitte & Associés, 185 avenue Charles de Gaulle BP 136, 92524 Neuilly sur Seine Cedex, France (both entities regulated by the *Haut Conseil du Commissariat aux Comptes* and duly authorised as *Commissaires aux comptes*) (i) have audited and rendered unqualified audit reports on (a) the 2016 Consolidated Financial Statements of the Issuer and (b) the 2017 Consolidated Financial Statements of the Issuer and (ii) have reviewed the 2018 Consolidated Interim Financial Statements.
- (9) This Base Prospectus (together with all supplements to the Base Prospectus from time to time) will be published on the websites of the Luxembourg Stock Exchange (www.bourse.lu) during a period of twelve months from the date of this Base Prospectus. The Final Terms related to Notes admitted to trading on any Regulated Market of the EEA or offered to the public in a Member State of the EEA, in each case in accordance with the Prospectus Directive, will be published on the website of the Luxembourg Stock Exchange (www.bourse.lu) during a period of twelve months from the date of this Base Prospectus.

In addition, should the Notes be admitted to trading on a Regulated Market of the EEA other than the Luxembourg Stock Exchange or offered to the public in a Member State of the EEA other than Luxembourg, in each case in accordance with the Prospectus Directive, the Final Terms related to those Notes will provide whether this Base Prospectus and the relevant Final Terms will be published on the website of (x) the Regulated Market of the Member State of the EEA where the Notes have been admitted to trading or offered to the public or (y) the competent authority of the Member State of the EEA where the Notes have been admitted to trading or offered to the public.

- (10) So long as Notes are capable of being issued under the Programme, copies of the following documents will, when published, be available during normal business hours on any weekday (Saturdays, Sundays and public holidays excepted), at the registered office of the Issuer and at the specified office of the Paying Agent(s):
- (i) the *statuts* of the Issuer;
 - (ii) the 2016 Registration Document, the 2017 Registration Document and the Update of the 2017 Registration Document;
 - (iii) the Agency Agreement (which includes the form of the *Lettre Comptable*, the Temporary Global Certificates, the Definitive Materialised Notes, the Coupons and the Talons);
 - (iv) the Final Terms for Notes that are listed on the Official List of the Luxembourg Stock Exchange and admitted to trading on the Regulated Market of the Luxembourg Stock Exchange or any other Regulated Market in the EEA and/or that are offered to the public in Luxembourg and/or in any Member State of the EEA;
 - (v) a copy of this Base Prospectus together with any supplement to this Base Prospectus or further base prospectus;
 - (vi) all reports, letters and other documents, historical financial information, valuations and statements prepared by any expert at the relevant Issuer's request any part of which is included or referred to in this Base Prospectus.
- (11) The price and amount of Notes to be issued under the Programme will be determined by the Issuer and each relevant Dealer at the time of issue in accordance with prevailing market conditions.
- (12) In relation to any Tranche of Fixed Rate Notes, an indication of yield in respect of such Notes will be specified in the applicable Final Terms. The yield is calculated at the Issue Date of the Fixed Rate Notes on the basis of the relevant Issue Price. The yield indicated will be calculated as the yield to maturity as at the Issue Date of the Fixed Rate Notes and will not be an indication of future yield.
- (13) Senior Preferred Notes to be issued under the Programme are expected to be rated A/A-1 by S&P and Aa3/P-1 by Moody's France S.A.S. ("**Moody's**"). Senior Non-Preferred Notes to be issued under the Programme are expected to be rated BBB+ by S&P and Baa1 by Moody's. Subordinated Notes to be issued under the Programme are expected to be rated BBB by S&P and Baa1 by Moody's.

As defined by S&P an obligation rated 'A' is somewhat more susceptible to the adverse effects of changes in circumstances and economic conditions than obligations in higher-rated categories. However, the Issuer's capacity to meet its financial commitment on the obligation is still strong. A short-term obligation rated 'A-1' is rated in the highest category by S&P. The Issuer's capacity to meet its financial commitment on the obligation is strong. An obligation rated 'BBB' exhibits adequate protection parameters. However, adverse economic conditions or changing circumstances are more likely to lead to a weakened capacity of the Issuer to meet its financial commitment on the obligation. The ratings may be modified by the addition of a plus (+) or minus (-) sign to show relative standing within the major rating categories.

As defined by Moody's, an obligation rated 'Aa' is judged to be of high quality and subject to very low credit risk. The Issuer capacity to meet its financial commitment when the short-term debt obligation is rated 'P-1' means a superior ability to repay short-term debt obligations. An obligation rated 'A' is judged to be upper-medium grade and consequently subject to low credit risk.

The Issuer accepts no responsibility for the accuracy or reliability of the ratings. A credit rating is not a recommendation to buy, sell or hold securities and may be subject to suspension, change or withdrawal at any time by the assigning credit rating agency.

S&P and Moody's are established in the European Union and registered under the CRA Regulation and are included in the list of credit rating agencies registered in accordance with the CRA Regulation published by the ESMA on its website as of the date of this Base Prospectus²⁸.

²⁸ <https://www.esma.europa.eu/supervision/credit-rating-agencies/risk>.

- (14) In connection with the issue of any Tranche of Notes, the Dealer or Dealers (if any) named as the stabilising manager(s) (the "**Stabilising Manager(s)**") (or persons acting on behalf of any Stabilising Manager(s)) in the applicable Final Terms may over-allot Notes or effect transactions with a view to supporting the market price of the Notes at a level higher than that which might otherwise prevail. However, stabilisation may not necessarily occur. Any stabilisation action may begin on or after the date on which adequate public disclosure of the Final Terms of the offer of the relevant Tranche is made and, if begun, may cease at any time, but it must end no later than the earlier of thirty (30) calendar days after the issue date of the relevant Tranche and sixty (60) calendar days after the date of the allotment of the relevant Tranche. Any stabilisation action or over-allotment must be conducted by the Stabilising Manager(s) (or person acting on behalf of any Stabilising Manager) in accordance with all applicable laws and rules.
- (15) Amounts payable under Floating Rate Notes or CMS Linked Notes will be calculated by reference to EURIBOR, LIBOR or EUR CMS which are provided by the European Money Markets Institute ("**EMMI**") (with respect to EURIBOR) and ICE Benchmark Administration Limited ("**ICE**") (with respect to LIBOR) and International Swaps and Derivatives Association ("**ISDA**") (with respect to EUR CMS) or other reference rates, as specified in the relevant Final Terms. As at the date of this Base Prospectus, only ICE appears on the register of administrators and benchmarks established and maintained by the ESMA pursuant to Article 36 of the Regulation (EU) 2016/1011 dated 8 June 2016 (the "**Benchmark Regulation**"). As far as the Issuer is aware, the transitional provisions in Article 51 of the Benchmarks Regulation apply, such that EMMI and ISDA are not currently required to obtain authorisation or registration (or, if located outside the European Union, recognition, endorsement or equivalence). The relevant Final Terms will specify the administrator of any relevant benchmark used as a reference under the Floating Rate Notes and whether or not such administrator appears on the above mentioned register of administrators and benchmarks established and maintained by the ESMA.

PERSON RESPONSIBLE FOR THE INFORMATION GIVEN IN THE BASE PROSPECTUS

Crédit Mutuel Arkéa (the "**Responsible Person**") accepts responsibility for the information contained in this Base Prospectus and the Final Terms for each Tranche of Notes issued under the Programme. To the best of its knowledge (having taken all reasonable care to ensure that such is the case), the information contained in this Base Prospectus is in accordance with the facts and contains no omission likely to affect its import.

The Responsible Person furthermore declares that, any translation contained in this Base Prospectus is, to the best of its knowledge, a fair and true translation of the original version.

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