



€8,600,000,000 Euro Medium Term Note Programme

Under the €8,600,000,000 Euro Medium Term Note Programme (the "**Programme**") described in this Base Prospectus (as defined below), Auchan Holding (formerly Groupe Auchan S.A.) ("**Auchan Holding**" or an "**Issuer**") and Banque Accord S.A. ("**Banque Accord**" or an "**Issuer**") and, together with Auchan Holding, the "**Issuers**", subject to compliance with all relevant laws, regulations and directives, may from time to time issue Euro Medium Term Notes (the "**Notes**"). The aggregate nominal amount of Notes outstanding under this Programme will not at any time exceed €8,600,000,000 (or the equivalent in any other currency).

For the avoidance of doubt, any Notes issued under the Programme on or after the date of this Base Prospectus are issued subject to the provisions described herein. This does not affect any Notes already issued.

Application has been made to the *Commission de Surveillance du Secteur Financier* (the "**CSSF**") in Luxembourg for approval of this Base Prospectus, in its capacity as competent authority pursuant to Article 7 of the *loi relative aux prospectus pour valeurs mobilières* dated 10 July 2005, as amended (the "**Luxembourg Law**") which implements the Prospectus Directive. The expression "**Prospectus Directive**" means the 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 European Economic Area ("**EEA**"). In line with the provision of Article 7(7) of the Luxembourg Law, the CSSF assumes no responsibility as to the economic and financial soundness of the transaction and the quality or solvency of the Issuers.

Application may be made (i) to the Luxembourg Stock Exchange during a period of twelve (12) months after the date of this Base Prospectus for Notes issued under the Programme 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 and/or (ii) to the competent authority of any other Member State of the EEA for Notes issued under the Programme to be listed and admitted to trading on a Regulated Market (as defined below) in such Member State. The regulated market of the Luxembourg Stock Exchange is a regulated market for the purposes of the Market in Financial Instruments Directive 2004/39/EC of the European Parliament and of the Council dated 21 April 2004, as amended, appearing on the list of regulated markets issued by the European Securities and Markets Authority (each, a "**Regulated Market**"). However, Notes which are neither listed nor admitted to trading on any Regulated Market may also be issued pursuant to the Programme. The relevant final terms (the substantial form of which is contained herein) in respect of the issue of any Notes (the "**Final Terms**") will specify whether or not such Notes will be listed and admitted to trading on any Regulated Market, and, if so, the relevant Regulated Market in the EEA.

Notes may be issued either in dematerialised form ("**Dematerialised Notes**") or in materialised form ("**Materialised Notes**"), as more fully described herein.

Dematerialised Notes will at all times be in book entry form in compliance with Article L.211-3 *et seq.* 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 relevant Issuer, be in bearer form (*au porteur*) inscribed as from the issue date in the books of Euroclear France ("**Euroclear France**") (acting as central depository) which shall credit the accounts of Account Holders (as defined in "Terms and Conditions of the Notes – Form, Denomination(s), Title and Method of Issue") including Euroclear Bank S.A./N.V. ("**Euroclear**") and the depository bank for Clearstream Banking, société anonyme ("**Clearstream, Luxembourg**") or 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(s), Title and Method of Issue"), in either fully registered form (*au nominatif pur*), in which case they will be inscribed in an account maintained by the relevant Issuer or by the registration agent (designated in the relevant Final Terms) for the relevant Issuer, or in administered registered form (*au nominatif administré*) in which case they will be inscribed in the accounts of the Account Holders designated by the relevant Noteholders.

Materialised Notes will be in bearer form (*au porteur*) only and may only be issued outside France. A temporary global certificate in bearer form without interest coupons attached (a "**Temporary Global Certificate**") will initially be issued in connection with Materialised Notes. Such Temporary Global Certificate will be subsequently exchanged for definitive Materialised Notes with, where applicable, coupons for interest or talons attached on or after a date expected to be on or about the 40th calendar day after the issue date of the Notes (subject to postponement as described in "Temporary Global Certificates issued in respect of Materialised Notes") upon certification as to non-U.S. beneficial ownership as more fully described herein. Temporary Global Certificates will (a) in the case of a Tranche (as defined in "Terms and Conditions of the Notes - Form, Denomination(s), Title and Method of Issue") intended to be cleared through Euroclear and/or Clearstream, Luxembourg, be deposited on the issue date with a common depository on behalf of Euroclear and/or Clearstream, Luxembourg or (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, Luxembourg or delivered outside a clearing system, be deposited as agreed between the Issuer and the relevant Dealer (as defined below).

Banque Accord and Auchan Holding are rated respectively A negative with negative outlook and A negative with negative outlook by Standard & Poor's Credit Market Services France S.A.S. ("**Standard & Poor's**"). As of the date of this Base Prospectus, Standard & Poor's is a credit rating agency established in the European Union, registered under Regulation (EC) No. 1060/2009 of the European Parliament and of the Council dated 16 September 2009 on credit rating agencies, as amended (the "**CRA Regulation**") and included in the list of registered credit rating agencies published on the website of the European Securities and Markets Authority (<http://www.esma.europa.eu/page/List-registered-and-certified-CRAs>) in accordance with the CRA Regulation. Notes issued under the Programme may be rated or unrated. The rating, if any, will be specified in the relevant Final Terms. A rating is not a recommendation to buy, sell or hold securities and may be subject to suspension, change or withdrawal at any time by the assigning rating agency without notice.

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

ARRANGER
NATIXIS
PERMANENT DEALERS

BANCA IMI
CITIGROUP
CRÉDIT AGRICOLE CIB
HSBC
NATIXIS
SOCIÉTÉ GÉNÉRALE CORPORATE & INVESTMENT BANKING

BNP PARIBAS
CM-CIC MARKET SOLUTIONS
DEUTSCHE BANK
ING
SANTANDER GLOBAL BANKING & MARKETS
THE ROYAL BANK OF SCOTLAND

*This document (together with all supplements thereto from time to time) and the documents incorporated by reference therein constitutes two base prospectuses for the purposes of Article 5.4 of the Prospectus Directive: (i) the base prospectus for Auchan Holding and (ii) the base prospectus for Banque Accord (together, the "**Base Prospectus**") for the purpose of giving information with regard to each of the Issuers and their consolidated subsidiaries and the Notes which, according to the particular nature of the Issuers and the Notes, is necessary to enable investors to make an informed assessment of the assets and liabilities, financial position, profit and losses and prospects of the Issuers.*

The terms and conditions applicable to each Tranche not contained herein (including, without limitation, the aggregate nominal amount, issue price, redemption price thereof, and interest, if any, payable thereunder) will be determined at the time of the issue of each Tranche based on then prevailing market conditions and will be set out in the relevant Final Terms. In relation to each Tranche of Notes, the Base Prospectus must be read with the relevant Final Terms.

This Base Prospectus is to be read in conjunction with all documents which are either incorporated herein by reference or directly included in the prospectus in accordance with Article 15 of the Luxembourg Law and Article 28 of the European Commission Regulation n°809/2004 dated 29 April 2004, as amended (see "Documents Incorporated by Reference" below).

No person is or has been authorised to give any information or to make any representation other than those contained in this Base Prospectus in connection with the issue or sale of the Notes and, if given or made, such information or representation must not be relied upon as having been authorised by Auchan Holding, Banque Accord, the Arranger or any of the Dealers (each 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 Auchan Holding or Banque Accord, as the case may be, or those of the Auchan Holding Group (as defined below) 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 either Auchan Holding or Banque Accord, as the case may be, or that of the Auchan Holding Group since the date hereof or the date upon which this Base Prospectus has been most recently 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.

*For the purposes of this Base Prospectus, the "**Auchan Holding Group**" means Auchan Holding, Banque Accord and their respective consolidated subsidiaries and affiliates as a whole.*

*The distribution of this Base Prospectus, any Final Terms and any offering materials under the Programme, 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 Auchan Holding, Banque Accord, the Arranger and the Dealers 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 may include Materialised Notes in bearer form (au porteur) that are subject to U.S. federal income tax law requirements. Subject to certain exceptions, Notes may not be offered, sold or delivered within the United States or to the account or benefit of U.S. persons. The Notes are being offered and sold outside the United States of America to non-U.S. persons in reliance on Regulation S under the Securities Act. For a description of these and certain further restrictions on offers and sales of Notes and on distribution of this Base Prospectus, see "Subscription and Sale".*

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

The Arranger and the Dealers have not separately verified the information or representations contained or incorporated by reference in this Base Prospectus. None of the Arranger or the Dealers makes any representation, express or implied, or accepts any responsibility, with respect to the

sincerity, 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 or representations incorporated by reference are intended to provide the basis of any credit or other evaluation and should not be considered as a recommendation by any of Auchan Holding, Banque Accord, the Arranger or the Dealers that any recipient of this Base Prospectus or any other information incorporated by reference should purchase the Notes. Each potential purchaser of Notes should determine for itself the relevance of the information contained in this Base Prospectus and its purchase of Notes should be based upon such investigation as it deems necessary. None of the Arranger or the Dealers undertakes to review the financial condition or affairs of Auchan Holding, Banque Accord or the Auchan Holding Group during the life of the arrangements contemplated by this Base Prospectus nor to advise any investor or potential investor in the Notes of any information coming to the attention of any of the Arranger or the Dealers.

In connection with the issue of any Tranche, the Dealer or Dealers (if any) named as the stabilising manager(s) (the "**Stabilising Manager(s)**") (or persons acting on behalf of any Stabilising Manager(s)) in the relevant 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 in the open market. However, there is no assurance that the Stabilising Manager(s) (or persons acting on behalf of a Stabilising Manager(s)) will undertake stabilisation action. Any stabilisation action may begin on or after the date on which adequate public disclosure of the Final Terms of the offer of the relevant Tranche is made and, if begun, may be ended at any time, but it must end no later than the earlier of 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 shall be conducted in accordance with all applicable laws and rules.

In this Base Prospectus, unless otherwise specified or the context otherwise requires, references to "€", "**Euro**", "**EUR**" or "**euro**" are to the lawful currency of the participating member states of the European Economic and Monetary Union which was introduced on 1 January 1999; references to "£", "**pounds sterling**", "**GBP**" and "**Sterling**" are to the lawful currency of the United Kingdom; references to "\$", "**USD**" and "**U.S. Dollars**" are to the lawful currency of the United States of America; references to "¥", "**JPY**", "**Japanese yen**" and "**Yen**" are to the lawful currency of Japan and references to "**CHF**" and "**Swiss francs**" are to the lawful currency of Switzerland.

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PERSONS RESPONSIBLE FOR THE INFORMATION GIVEN IN THE BASE PROSPECTUS

To the best knowledge of Auchan Holding and Banque Accord (having taken all reasonable care to ensure that such is the case), the information contained or incorporated by reference in this Base Prospectus and the Final Terms for each Tranche of Notes issued under the Programme is in accordance with the facts and contains no omission likely to affect its import. The Issuers accept responsibility accordingly.

Auchan Holding

40, avenue de Flandre
59170 Croix

Duly represented by :

Wilhelm Hubner

Chairman of the Management Board (*Directoire*)
and

Xavier Delom de Mezerac

Member of the Management Board (*Directoire*)

Banque Accord

Registered office :
40, avenue de Flandre
59170 Croix

Administrative office :
34, avenue de Flandre
59170 Croix

Duly represented by :

Jean-Pierre Viboud

General Director

RISK FACTORS

The following sets out certain aspects of the offering of the Notes of which prospective investors should be aware and which may affect the Issuers' ability to fulfil their obligations under the Notes. Prior to making an investment decision, prospective investors should consider carefully all of the information contained or incorporated by reference in this Base Prospectus, including in particular the following risk factors detailed below. There may be other risks which are not known to the Issuers on the date of this Base Prospectus or which may not be material on the date of this Base Prospectus but could turn out to be material. Prospective investors should make their own independent evaluation of all risk factors and should also read the detailed information set out elsewhere in this Base Prospectus (including any documents deemed to be incorporated by reference herein as further described in "Documents incorporated by reference" below) and reach their own views prior to making any investment decision.

The Issuers believe that the following factors may affect their ability to fulfil their obligations under Notes issued under the Programme on the date of this Base Prospectus. All of these factors are contingencies which may or may not occur and the Issuers are not in a position to express a view on the likelihood of any such contingency occurring.

In addition, factors which the Issuers believe are material for the purpose of assessing the market risks associated with Notes issued under the Programme are also described below.

The order in which the following risk factors are presented is not an indication of the likelihood of their occurrence.

Words and expressions defined in "Terms and Conditions of the Notes" shall have the same meaning in this section "Risk Factors".

I. RISK FACTORS RELATING TO THE ISSUERS

1. Risk factors in connection with Auchan Holding

Please refer to "Documents incorporated by reference".

2. Risk factors in connection with Banque Accord

Please refer to "Documents incorporated by reference".

U.S. Foreign Account Tax Compliance Withholding ("FATCA")

FATCA imposes a new withholding and information reporting regime on certain non-U.S. financial institutions ("FFIs") that are not deemed to be in compliance or otherwise exempt. The intent of FATCA is to prevent cross-border tax evasion by United States persons by forcing FFIs to disclose information on its United States account holders to the U.S. Internal Revenue Service ("IRS") or otherwise face a potential thirty per cent. (30%) penalty withholding tax with respect to certain payments made to it, provided that those payments have a jurisdictional nexus to the United States.

Under final FATCA regulations, an FFI can become FATCA compliant and thus avoid the penalty withholding tax by entering into an agreement with the IRS to become a "participating FFI". If the FFI becomes a participating FFI it will agree to, among other things, undertake a due diligence operation to identify its United States account holders, provide information annually with respect to those account holders, and to withhold on "passthru payments" that it makes to non-participating FFIs and to recalcitrant account holders (each a "**Recalcitrant Holder**"). The term "**passthru payments**" include both "withholdable payments" and "foreign passthru payments". Withholdable payments are, in general, limited to payments from sources within the United States. Under a controversial notice, the term "**foreign passthru payments**" would have included an amount equal to the payment multiplied by a passthru payment percentage, which would be a percentage based on the payor's U.S. assets divided by its total assets. However, the final FATCA regulations did not adopt this approach and the definition of the term foreign passthru payments is currently reserved.

In general, the new withholding regime will be phased in beginning 1 July 2014 for withholdable payments and may also apply to foreign passthru payments, but in no event earlier than 1 January 2017. FATCA withholding will potentially be required unless the withholding agent can reliably associate the payment with applicable documentation requirements certifying that the payee is exempt from FATCA withholding (e.g., Forms W-8 and W-9 or other suitable or successor forms). Additionally, no amount is required to be withheld on instruments that are "grandfathered obligations" even if payments are made on that instrument after 30 June 2014. Grandfathered obligations include (i) any obligation that is outstanding on 1 July 2014 and, (ii) solely for purposes of a foreign passthru payment, any obligation that is executed on or before the date that is six (6) months after the date on which final regulations defining the term foreign passthru payment are filed with the Federal Register. In this paragraph, the term "**obligation**" includes instruments treated as indebtedness for U.S. Federal income tax purposes, but does not include instruments treated as equity for U.S. Federal income tax purposes. If an obligation is materially modified on or after the grandfathering date and is deemed to be reissued under certain income tax regulations issued by the IRS, the previously discussed exemptions relating to grandfathered obligations would not apply.

The United States and a number of other jurisdictions (such as France) have announced their intention to negotiate intergovernmental agreements ("**IGAs**") to facilitate the implementation of FATCA. Pursuant to FATCA and the "Model 1" and "Model 2" IGAs released by the United States, an FFI in an IGA signatory country could be treated as a "**Reporting FI**" not subject to withholding under FATCA on any payments it receives. Further, an FFI in a Model 1 IGA jurisdiction generally would not be required to withhold under FATCA or an IGA (or any law implementing an IGA) from payments it makes (unless it has agreed to do so under the U.S. "qualified intermediary", "withholding foreign partnership" or "withholding foreign trust" regimes). The Model 2 IGA leaves open the possibility that a Reporting FI might in the future be required to withhold as a participating FFI on payments made to recalcitrant account holders in certain instances and on foreign passthru payments. A Reporting FI governed by a Model 2 IGA may also have to withhold on payments made to noncompliant (or "non-participating FFIs"). Under each Model IGA, a Reporting FI would still be required to report certain information in respect of its account holders and investors to its home government or to the IRS. Pursuant to an anti-abuse rule in the case of significant non-compliance by a Reporting FI, the United States reserves the right to deny the benefits of an IGA to that institution. The United States and France have signed an agreement (the "**US-France IGA**") based largely on the Model 1 IGA.

Banque Accord expects to be treated as a Reporting FI pursuant to the US-France IGA and does not anticipate being required to deduct amounts in respect of FATCA withholding on payments it makes. However, there can be no assurance that Banque Accord will be treated as a Reporting FI, or that it would in the future be exempt from FATCA withholding on payments it makes. For example, Banque Accord and financial institutions through which payments on the Notes are made could potentially be subject to FATCA withholding if (i) the payments are deemed to be from U.S. sources; (ii) one financial institution in the chain of payments is a FATCA withholding agent (e.g., a participating FFI); and (iii) any subsequent FFI through or to which payment on such Notes is made is not a participating FFI, a Reporting FI, or otherwise exempt from or in deemed compliance with FATCA (i.e. not exempt from FATCA withholding) or an investor is a Recalcitrant Holder. If an amount in respect of FATCA withholding were to be deducted or withheld from interest, principal or other payments made in respect of the Notes, neither Banque Accord nor any paying agent nor any other person would, pursuant to the conditions of the Notes, be required to pay additional amounts as a result of the deduction or withholding. As a result, investors may receive less interest or principal than expected.

FATCA is particularly complex and its application is uncertain at this time. The above discussion is based in part on existing regulations and other forms of guidance, all of which are subject to change. Noteholders should consult their own tax advisor to obtain a detailed explanation of FATCA and to learn how this legislation might affect their investment in their particular circumstances.

EU Resolution and Recovery Directive

On 12 June 2014, the Council of the European Union adopted a directive providing for the establishment of an EU-wide framework for the recovery and resolution of credit institutions and investment firms (the "**EU Recovery and Resolution Directive**" or "**RRD**"), which could apply to Banque Accord. The RRD 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 RRD contains four resolution tools and powers which may be used alone or in combination where the relevant resolution authority considers that (a) an institution is failing or likely to fail, (b) there is no reasonable prospect that any alternative private sector measures would prevent the failure of such institution within a reasonable timeframe, and (c) a resolution action is in the public interest:

- (a) sale of business, which enables resolution authorities to direct the sale of the firm or the whole or part of its business on commercial terms;
- (b) bridge institution, which enables resolution authorities to transfer all or part of the business of the firm to a "bridge institution" (an entity created for this purpose that is wholly or partially in public control);
- (c) asset separation, which enables resolution authorities to transfer impaired or problem assets to one or more publicly owned asset management vehicles to allow them to be managed with a view to maximising their value through eventual sale or orderly wind-down (this can be used together with another resolution tool only); and
- (d) bail-in, which gives resolution authorities the power to write down certain claims of unsecured creditors of a failing institution and to convert certain unsecured debt claims including Notes to equity (the "bail-in tool"), which equity could also be subject to any future application of the bail-in tool. Relevant claims for the purposes of the bail-in tool would include the claims of the holders in respect of any Notes issued by Banque Accord under the Programme, only if and to the extent that the bond liability exceeded the value of the cover pool collateral against which it is secured.

The RRD also provides for a Member State as a last resort, after having assessed and exploited the above resolution tools to the maximum extent possible whilst maintaining financial stability, to be able to provide extraordinary public financial support through additional financial stabilisation tools. These consist of the public equity support and temporary public ownership tools. Any such extraordinary financial support must be provided in accordance with the EU state aid framework.

An institution will be considered as failing or likely to fail when: it is, or is likely in the near future to be, in breach of its requirements for continuing authorisation; its assets are, or are likely in the near future to be, less than its liabilities; it is, or is likely in the near future to be, unable to pay its debts as they fall due; or it requires extraordinary public financial support (except in limited circumstances).

The RRD provides that it will be applied by Member States from 1st January 2015, except for the bail-in tool which is to be applied at the latest from 1st January 2016. However, the contents extent, the implementation date and other matters of the RRD may be changed through the law-making process in France. Therefore, it is not yet possible to assess or anticipate the full impact of the relevant loss absorption on the debt securities.

The powers set out in the RRD impact how credit institutions and investment firms are managed as well as, in certain circumstances, the rights of creditors. In particular, potential investors in the Notes issued by Banque Accord should consider the risk that a holder may lose all or a part of its investment, including the principal and any interests, if such or any similar bail-in tool is used (subject, in the case of bonds such as the Notes, to the limitation outlined above). The exercise of any power under the RRD or any suggestion of such exercise could, therefore, materially adversely affect the rights of

holders of Notes issued by Banque Accord, the price or value of their investment in any Notes issued by Banque Accord and/or the ability of Banque Accord to satisfy its obligations under any Notes issued by it.

In addition, the French banking law dated 26 July 2013 regarding the separation and the regulation of banking activities (as modified by the ordinance dated 20 February 2014) that anticipates the implementation of the RRD, has entered into force in France. Many of the provisions contained in the RRD are similar in effect to provisions contained in this French banking law. However, the provisions of the French banking law will need to change to reflect the RRD as now adopted. The precise changes which will be made remain unknown and it is currently unclear in which manner and to what extent, the provisions of the French *Code monétaire et financier* will be amended once the RRD is implemented. It is not yet possible to assess the full impact of the RRD on Banque Accord and there can be no assurance that, once it is implemented, the fact of its implementation or the taking of any actions currently contemplated in it would adversely affect the rights of holders of Notes issued by Banque Accord, the price or value of their investment in the Notes issued by Banque Accord and/or the ability of Banque Accord to satisfy its obligations under the Notes issued by it.

II. RISK FACTORS RELATING TO THE NOTES

1. General Risks Relating to the Notes

1.1 *Independent Review and Advice*

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

A prospective investor may not rely on the Issuers or the Dealer(s) or any of their respective affiliates in connection with its determination as to the legality of its acquisition of the Notes or as to the other matters referred to above.

1.2 *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:

- (a) have sufficient knowledge and experience to make a meaningful evaluation of the Notes, the merits and risks of investing in the Notes and the information contained or incorporated by reference in this Base Prospectus or any applicable supplement;
- (b) have access to, and knowledge of, appropriate analytical tools to evaluate, in the context of its own financial situation, an investment in the Notes and the impact that any such investment will have on its overall investment portfolio;
- (c) have sufficient financial resources and liquidity to bear the risks of an investment in the Notes, including any currency exchange risk due to the fact that the potential investor's currency is not Euro;
- (d) understand thoroughly the terms of the Notes and be familiar with the behaviour of the financial markets and any relevant indices;
- (e) 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 risks of such investment; and
- (f) consult its own advisers as to legal, tax and related aspects of an investment in the Notes.

1.3 *Modification, waivers and substitution*

The Conditions contain provisions for calling General Meetings of Noteholders to consider matters affecting their interests generally. These provisions permit, at a specific majority of Noteholders, 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 in accordance with Article L.228-65 of the French *Code de commerce*.

1.4 *No active Secondary/Trading Market for the Notes*

Notes issued under the Programme will be new securities which may not be widely distributed and for which there may be no active trading market (unless in the case of any particular Tranche, such Tranche is to be assimilated (*assimilée* for the purposes of French law) with and forms a single Series with a Tranche of Notes which is already issued). If the Notes are traded after their initial issuance, they may trade at a discount to their initial offering price, depending upon prevailing interest rates, the market for similar securities, general economic conditions and the financial condition of the relevant Issuer. Although in relation to Notes to be listed on the Luxembourg Stock Exchange and admitted to trading on the Regulated Market of the Luxembourg Stock Exchange and/or any other Regulated Market in the EEA, the Final Terms of the Notes will be filed with the *Commission de Surveillance du Secteur Financier* in Luxembourg and/or with the competent authority of the Regulated Market of the EEA where the Notes will be listed and admitted to trading, there is no assurance that such filings will be accepted, that any particular Tranche of Notes will be so listed and admitted or that an active trading market will develop. Accordingly, there is no assurance as to the development or liquidity of any trading market for any particular Tranche of Notes.

1.5 *Potential Conflicts of Interest*

The Dealers and their respective affiliates may have been engaged, and may in the future engage, in lending, in investment banking and/or commercial banking transactions with, and may perform services to the Issuers and/or the Dealers, as applicable and their respective affiliates in the ordinary course of business.

In addition, in the ordinary course of their business activities, the Dealers and their respective 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 Issuers or the Issuers' affiliates. Certain of the Dealers or their affiliates that have a lending relationship with the Issuers routinely hedge their credit exposure to the Issuers 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. For the avoidance of doubt, in this paragraph the term "affiliates" includes also parent companies.

Each of the Issuers may from time to time be engaged in transactions involving an index or related derivatives which may affect the market price, liquidity or value of the Notes and which could be deemed to be adverse to the interests of the Noteholders.

Potential conflicts of interest may arise between the calculation agent, if any, for a Tranche of Notes and the Noteholders, including with respect to certain discretionary determinations and judgements that such calculation agent may make pursuant to the Conditions that may influence the amount receivable upon redemption of the Notes.

1.6 Exchange Rates

Prospective investors of the Notes should be aware that an investment in the Notes may involve exchange rate risks. The reference assets or the Notes may be denominated in a currency other than the currency of the purchaser's home jurisdiction; and/or the reference assets or the Notes may be denominated in a currency other than the currency in which a purchaser wishes to receive funds. Exchange rates between currencies are determined by factors of supply and demand in the international currency markets which are influenced by macroeconomic factors, speculation and central bank and government intervention (including the imposition of currency controls and restrictions). Fluctuations in exchange rates may affect the value of the Notes or the reference assets.

1.7 Legality of Purchase

Neither the Issuers, the Dealer(s) 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.

1.8 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 suspended, revised or withdrawn by the rating agency at any time without notice.

1.9 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 innovative financial notes such as the Notes. Potential investors are advised not to rely upon the tax overview contained in this Base Prospectus but to ask for their own tax adviser's advice on their individual taxation with respect to the acquisition, holding, sale and redemption of the Notes. Only these advisors are in a position to duly consider the specific situation of the potential investor. This investment consideration has to be read in connection with the taxation sections of this Base Prospectus.

1.10 Mandatory automatic exchange of information in the field of taxation

In accordance with Directive 2011/16/EU, as amended by Directive 2014/107/EU, as regards Administrative Cooperation in the field of Taxation (the "**ACTD**"), member States have to comply with a certain number of obligations regarding mandatory automatic exchange of information in the field of taxation since 1 January 2016. This Directive is meant to bring European law in line with the standards set by the Organization for Economic Co-operation and Development ("**OECD**") and then standardize automatic exchange of financial account information.

As a reminder, Directive 2003/48/EC on taxation of savings income in the form of interest payment (the "**Savings Directive**") was repealed with effect as of 1 January 2016 by Directive 2015/2060/EU (known as Repeal Directive). The aforementioned Savings Directive required automatic exchange of information between member States on private savings income but only as far as interests were concerned. The Directive's repeal can actually be explained by a growing concern to make reporting obligations clearer and prevent member States' tax authorities from complying twice with formalities which have the same purpose, as a result of a cumulative application of both the Savings Directive and the ACTD. Nevertheless, some obligations under the Savings directive, exhaustively listed, might be extended after 1 January 2016 should the interest payment have happened prior to this date.

Besides, a particular derogation was granted to Austria allowing it to apply the Savings Directive for an additional one-year period, even longer for some obligations.

Furthermore, for a transitional period, Austria will apply a 35% withholding tax to all interest payments within the scope of the Savings Directive, unless the beneficial owner of the paid interests chooses to comply with the exchange of information. Several non-EU States and territories including Switzerland, have adopted similar measures. Notwithstanding the Savings Directive's repeal, member States in which the beneficial owners are resident for tax purposes will continue to grant tax credits or refund the tax withheld by Austria during the transitional period, upon presentation of a supporting document. It is a question of protecting the vested rights of the beneficial owners of the interest payments.

Financial institutions' reporting obligations

ACTD was implemented in France under Article 1649 AC of the French Tax Code (the "**FTC**"), as amended by article 44 of 29 December 2015 Amending Finance Act for 2015. It provides that, to ensure automatic exchange in the field of taxation, the French financial institutions shall diligently report the required information about equity income, account balances and the surrender value of guaranteed investment contracts or bonds or similar financial investments. As a consequence, any account managing institution, insurance institution or equivalent as well as any other financial institution are under the obligation to identify the account to which the payment is made as well as the account holder. They must also collect data on the jurisdiction of residence and taxpayer identification number (TIN) of all account holders and, in case of any entity being an account holder, of the person controlling the account. So, for each non-French client, the financial institution will have to report to the French tax authorities all of the information about this client. And then, the authorities themselves will be in charge of reporting the information to the tax authorities in the State of which the client is a resident.

Please note that Article 1649 AC of the FTC had been first drafted in the context of agreements such as FATCA. Since it was redrafted as a transposition of the ACTD, the scope of this provision has been expanded in order to make the exchange of information mandatory for clients who are resident for tax purposes in a member State or in a State with which an agreement on automatic exchange of information (in every sense of the OECD standards) has been signed.

1.11 Market Value of the Notes

The market value of the Notes will be affected by the creditworthiness of the relevant Issuer and a number of additional factors, including, but not limited to, the value and/or the volatility of the index (as the case may be), market interest and yield rates and the time remaining to the maturity date.

The value of the Notes or the index 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 or the index are traded. The price at which a Noteholder will be able to sell the Notes prior to maturity may be at a discount, which could be substantial, from the issue price or the purchase price paid by such purchaser.

1.12 Change of Law

The Conditions 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 in French law or the official application or interpretation of French law after the date of this Base Prospectus.

1.13 French Insolvency Law

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*), an accelerated safeguard procedure (*procédure de sauvegarde accélérée*), an accelerated financial safeguard procedure (*procédure de sauvegarde financière accélérée*) or a judicial reorganization procedure (*procédure de redressement judiciaire*) is opened in France with respect to the Issuers.

The Assembly comprises holders of all debt securities issued by the relevant 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*), proposed accelerated safeguard plan (*projet de plan de sauvegarde accélérée*), proposed accelerated financial safeguard plan (*projet de plan de sauvegarde financière accélérée*) or proposed judicial reorganization plan (*projet de plan de redressement*) applicable to the relevant Issuer and may further agree to:

- increase the liabilities (*charges*) of holders of debt securities (including the Noteholders) by rescheduling due payments and/or partially or totally writing-off receivables in the form of debt securities;
- 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 rights to share capital.

Decisions of the Assembly will be taken by a two-third (2/3) majority (calculated as a proportion of the debt securities held by the holders which have cast a vote at such Assembly or were represented thereat). No quorum is required.

For the avoidance of doubt, the provisions relating to the Meetings of the Noteholders described in the Conditions set out in this Base Prospectus will not be applicable to the extent they are not in compliance with compulsory insolvency law provisions that apply in these circumstances.

As a regulated credit institution (*établissement de crédit*), Banque Accord is also subject to the specific provisions of Articles L.613-26 *et seq.* of the French *Code monétaire et financier* that specify the conditions for opening an insolvency proceeding against a credit institution (*établissement de crédit*) (prior information and opinion of the French banking authority (*Autorité de contrôle prudentiel et de résolution*)), include specific concepts of cash flow insolvency (*cessation des paiements*) and set out specific rules for the liquidation of a credit institution (*établissement de crédit*). More specifically, pursuant to Article L.613-62 of the French *Code monétaire et financier*, the French banking authority (*Autorité de contrôle prudentiel et de résolution*) may restrict the right to invoke the termination, the set-off rights or the acceleration under any agreement entered into with Banque Accord.

1.14 Financial transactions tax

On 14 February 2013, the European Commission adopted a proposal for a Council Directive (the "**Proposed Directive**") aiming for an enhanced cooperation with respect to the taxation of financial transactions, which, if adopted, would subject dealings in securities (such as the Notes) involving financial institutions to a financial transaction tax (the "**FTT**"). It is currently anticipated that the FTT would be implemented in eleven (11) Member States (Austria, Belgium, Estonia, France, Germany, Greece, Italy, Portugal, Slovenia, Slovakia and Spain) (the "**Participating Member States**").

Pursuant to the Proposed Directive, the FTT would apply to all financial transactions where at least one party to the transaction, or person acting for the account of one party to the transaction, is established or deemed to be established in a Participating Member State. The FTT would be payable by each financial institution established, or deemed to be established, in a Participating Member State as long as (i) it is party to a transaction, or acts for the account of a party to a transaction, or (ii) the transaction has been entered into for its own account. The taxation rate would be left to the discretion of each Participating Member State but would not be less than 0.1 per cent. (0.1%) of the taxable amount for financial instruments other than derivative instruments.

If the Proposed Directive is adopted and implemented in local legislation, holders of Notes may be exposed to increased transaction costs with respect to financial transactions carried out with respect to the Notes and the liquidity of the market for the Notes may be diminished.

However, the Proposed Directive is still being discussed by the Participating Member States. It may therefore be modified at any time prior to any implementation, the timing of which remains uncertain.

Prospective Noteholders should consult their own tax advisers in relation to the consequences of the FTT associated with subscribing, purchasing, holding and disposing the Notes.

1.15 Redemption below par

Some Notes may be redeemable at an amount significantly less than the value of the Noteholders' investment in such Notes.

2. Risks related to the structure of a particular issue of Notes

The Programme allows for different types of Notes to be issued. Accordingly, each Tranche of Notes may carry varying risks for potential investors depending on the specific features of such Notes such as, *inter alia*, the provisions for computation of periodic interest payments, if any, redemption and issue price.

2.1 Notes subject to optional redemption by the Issuer

In the event that the relevant Issuer would be obliged to increase the amounts payable in respect of any Notes due to any withholding or deduction for or on account of, any present or future taxes, duties, assessments or governmental charges of whatever nature imposed, levied, collected, withheld or assessed by the country of domicile (or residence for tax purposes) by the relevant Issuer, or on behalf of France, or any political subdivision thereof or any authority therein or thereof having power to tax, the relevant Issuer may redeem all outstanding Notes in accordance with the Terms and Conditions.

In addition, if in the case of any particular Tranche of Notes the relevant Final Terms specifies that the Notes are redeemable at the relevant Issuer's option in certain other circumstances the relevant Issuer may choose to redeem the Notes at times when prevailing interest rates may be relatively low. Any optional redemption feature (as provided in Condition 6(c) Redemption at the Option of the Issuer, Exercise of Issuer's Options and Partial Redemption), in Condition 6(d) (Make-Whole Redemption Option), in Condition 6(e) (Residual Maturity Call Option), in Condition 6(f) (Clean-up Call Option) or in Condition 6(g) (Redemption at the Option of the Issuer following a Rate of Interest Increase Event) of the Conditions) where the relevant Issuer is given the right to redeem the Notes early is likely to limit the market value of such Notes. During a period when the relevant Issuer may elect, or has elected, to redeem Notes, such Notes may feature a market value not substantially above the price at which they can be redeemed.

In such circumstances an investor may not be able to reinvest the redemption proceeds in a comparable security at an effective interest rate as high as that of the relevant Notes.

2.2 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.

Holders 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.

In addition, the yield of Notes which bear interest at a fixed rate is calculated at the issue date of such Notes on the basis of its issue price. It is not an indication of future yield.

2.3 Floating Rate Notes

Investment in Notes which bear interest at a floating rate comprise (i) a reference rate and (ii) a margin to be added or subtracted, as the case may be, from such base rate. Typically, the relevant margin will not change throughout the life of the Notes but there will be a periodic adjustment (as specified in the relevant Final Terms) of the reference rate (e.g., every three (3) months or six (6) months) which itself will change in accordance with general market conditions. Accordingly, the market value of Floating Rate Notes may be volatile if changes, particularly short term changes, to market interest rates evidenced by the relevant reference rate can only be reflected in the interest rate of these Notes upon the next periodic adjustment of the relevant reference rate.

2.4 Inverse Floating Rate Notes

Investment in Notes which bear interest at an inverse Floating Rate comprise (i) a fixed base rate minus (ii) a reference rate. The market value of such Notes typically is more volatile than the market value of Floating Rate Notes based on the same reference rate (and with otherwise comparable terms). Inverse Floating Rate Notes are more volatile because an increase in the reference rate not only decreases the interest rate of the Notes, but may also reflect an increase in prevailing interest rates, which further adversely affects the market value of these Notes.

2.5 Fixed to Floating Rate Notes

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

2.6 Inflation Linked Notes

The relevant Issuer may issue Notes with principal or interest determined by reference to the rate of inflation in France or in the European Monetary Union ("**Inflation Linked Notes**"), where interest amounts and/or principal are dependent upon the performance of an Inflation Index (as defined below), which will be one of (i) the consumer price index (excluding tobacco) for all households in France or the relevant substitute index (the "**CPI**"), as calculated and published monthly by the *Institut National de la Statistique et des Etudes Economiques* ("**INSEE**"), or (ii) the harmonised index of consumer prices (excluding tobacco), or the relevant substitute index, measuring the rate of inflation in the European Monetary Union as calculated and published monthly by Eurostat (the "**HICP**") (each an "**Inflation Index**" and together, the "**Inflation Indices**"). If the value of the relevant Inflation Index calculated at any time prior to the maturity date is lower than the value of the relevant index at the time of the issue of the Notes or at the time of purchase by the Noteholders, then the amount of interest payable by the relevant Issuer and/or the principal of Inflation Linked Notes may vary. Noteholders may receive no interest. However, if, at maturity, the level of the relevant Inflation Index Ratio is less than 1.00, the Notes will be redeemed at par.

Neither the current nor the historical levels of any of the Inflation Indices should be taken as an indication of future performance of such index during the term of any Inflation Linked Notes.

Inflation Linked Notes are not in any way sponsored, endorsed, sold or promoted by the INSEE or Eurostat, as the case may be, and the INSEE or Eurostat makes no warranty or representation whatsoever, express or implied, either as to the results to be obtained from the use of any of the

Inflation Indices and/or the figure at which such indices stand at any particular time. The Inflation Indices are determined, composed and calculated by the INSEE or Eurostat, as the case may be, without regard to the relevant Issuer or the Notes. The INSEE or Eurostat, as the case may be, is not responsible for or has not participated in the determination of the timing of, prices of, or quantities of the Inflation Linked Notes to be issued or in the determination or calculation of the interest payable under such Notes.

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

The relevant Issuer makes no representation as to the tax treatment of such Notes or as to the lawfulness of the purchase of such Notes in any jurisdiction.

The decision to purchase Inflation Linked Notes involves complex financial appreciations and risks as the inflation cannot be foreseen with certainty. The yield of Inflation Linked Notes may be lower than the yield of non-Inflation Linked Notes.

2.7 Zero Coupon Notes

Changes in market interest rates have a substantially stronger impact on the prices of Zero Coupon Notes than on the prices of ordinary Notes because the discounted issue prices are substantially below par. If market interest rates increase, Zero Coupon Notes can suffer higher price losses than other Notes having the same maturity and credit rating. Due to their leverage effect, Zero Coupon Notes are a type of investment associated with a particularly high price risk.

2.8 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.

2.9 Subordinated Notes

In the event of any insolvency or liquidation of the relevant Issuer, holders of Subordinated Notes would receive payments on any outstanding Subordinated Notes only after senior Noteholders and other senior creditors have been repaid in full, if and to the extent that there is still cash available for those payments. Thus, holders of Subordinated Notes generally face a higher performance risk than holders of senior Notes.

GENERAL DESCRIPTION OF THE PROGRAMME

The following general description of the Programme does not purport to be complete and is taken from, and is qualified in its entirety by the remainder of this Base Prospectus and, in relation to the terms and conditions of any particular Tranche of Notes, the relevant Final Terms. The Notes will be issued on such terms as shall be agreed between the relevant Issuer and the relevant Dealer(s) and will be subject to the Conditions set out in this Base Prospectus as completed by the relevant Final Terms.

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

Issuers: Auchan Holding,
Banque Accord.

Arranger: Natixis.

Dealers: Banca IMI S.p.A.,
Banco Santander, S.A.,
BNP Paribas,
Citigroup Global Markets Limited,
Crédit Industriel et Commercial S.A.
Crédit Agricole Corporate and Investment Bank,
Deutsche Bank AG, London Branch,
HSBC Bank plc,
ING,
Natixis,
Société Générale,
The Royal Bank of Scotland plc.

The Issuers may from time to time terminate the appointment of any Dealer under the Programme or appoint additional dealers either in respect of one (1) or more Tranches or in respect of the whole Programme. References in this Base Prospectus to "**Permanent Dealers**" are to the persons referred 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 the Permanent Dealers and all persons appointed as a dealer in respect of one (1) or more Tranches.

Description: Under the Euro Medium Term Note Programme (the "**Programme**"), the Issuers, subject to compliance with all relevant laws, regulations and directives, may from time to time issue notes (the "**Notes**").

Programme Limit: Up to €8,600,000,000 (or its equivalent in any other currency at the date of the issue) aggregate nominal amount of Notes outstanding at any one time.

Pursuant to their corporate authorisations, the Issuers can issue Notes up to a maximum aggregate nominal amount of €8,600,000,000.

The maximum aggregate principal amount of Notes which may be outstanding under the Programme may be increased from time to time, subject to compliance with the relevant provisions of

the amended and restated dealer agreement entered into between the Issuers, the Arranger and the Permanent Dealers and within the Programme Limit.

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

BNP Paribas Securities Services.

Method of Issue:

The Notes will be issued on a syndicated or non-syndicated basis.

Maturities:

Subject to compliance with all relevant laws, regulations and directives, any maturity from seven (7) days from the date of original issue as specified in the relevant Final Terms.

Currencies:

Euro, U.S. Dollar, Japanese yen, Swiss franc, Sterling and any other currency specified in the relevant Final Terms.

**Commercial terms of the
Notes (price, amount,
interest rate, etc.):**

The commercial terms and conditions of the Notes of each Tranche of Notes will be set out in the relevant Final Terms.

Denomination(s):

Notes shall be issued in the Specified Denomination(s) set out in the relevant Final Terms, save that the Notes admitted to trading on a Regulated Market in circumstances which require the publication of a prospectus under the Prospectus Directive shall have a minimum denomination of €100,000 each (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.

In addition, Notes (including Notes denominated in Sterling) which have a maturity of less than one (1) year and in respect of which the issue proceeds are to be accepted by the Issuers in the United Kingdom or whose issue otherwise constitutes a contravention of section 19 of the Financial Services and Markets Act 2000 ("**FSMA**") will have a minimum denomination of £100,000 each (or its equivalent in other currencies).

Dematerialised Notes will be issued in one (1) denomination only.

Status of Notes:

Unsubordinated Notes or Subordinated Notes.

Form of Notes:

Dematerialised Notes or Materialised Notes.

Dematerialised Notes may be issued in bearer form (*au porteur*) or in registered form (*au nominatif*).

Materialised Notes will be in bearer form (*au porteur*) only.

Negative Pledge:

There will be a negative pledge in respect of Unsubordinated Notes.

Fixed Rate Notes:

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

Floating Rate Notes:

Floating Rate Notes will bear interest determined separately for each Series as follows, as set out in the relevant Final Terms:

- (i) on the same basis as the floating rate under a notional interest rate swap transaction in the relevant Specified Currency governed by the 2013 FBF Master Agreement, or
- (ii) on the same basis as the floating rate under a notional interest rate swap transaction in the relevant Specified Currency governed by an agreement incorporating the 2006 ISDA Definitions, or
- (iii) on the basis of a reference rate appearing on an agreed screen page of a commercial quotation service (including, without limitation, EURIBOR (or TIBEUR in French), EONIA (or TEMPE in French), LIBOR, CMS Rate or TEC10¹),

in each case as adjusted by any applicable margin and/or rate multiplier, if any, and calculated and payable 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.

Inflation Linked Notes:

Inflation Linked Notes may be issued by the relevant Issuer where the interest and/or the principal in respect of such Notes will be calculated by reference to an Inflation Index Ratio derived from either:

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

Zero Coupon Notes:

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

Rate of Interest Increase Event:

In the event that:

- (i) a Rating Downgrade occurs at any time during the ninety (90) days following the Annual Notification, and
- (ii) the relevant Rating Agency publicly announces, or confirms in writing to the relevant Issuer, that such Rating Downgrade results, in whole or in part, from the Change of Control that has occurred,

then, the Rate of Interest will be increased in accordance with the table set out in the relevant Final Terms.

¹ All potential users of the EUR-TEC10-CNO must first enter into a trademark licence agreement available from the CNO.

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

There will be events of default and a cross-default in respect of Unsubordinated Notes; Subordinated Notes will be repayable in the event of the liquidation of the relevant Issuer only.

Redemption:

The relevant Final Terms will specify the provisions applicable to the redemption of the Notes and whether such Notes may be redeemed prior to their stated maturity at the option of the Noteholder or the relevant Issuer. Unless permitted by the applicable laws and regulations, Notes (including Notes denominated in Sterling) in respect of which the issue proceeds are to be accepted by the relevant Issuer in the United Kingdom or whose issue otherwise constitutes a contravention of section 19 of the FSMA must have a minimum redemption amount of £100,000 (or its equivalent in other currencies), unless such Notes may not be redeemed until the first anniversary of their date of issue.

Optional Redemption:

The Final Terms issued in respect of each issue of Notes shall state whether such Notes may be redeemed prior to their stated maturity at the option of the relevant Issuer (either in whole or in part) and/or the Noteholders and, if so, the terms applicable to such redemption.

Make-Whole Redemption by the relevant Issuer:

The Final Terms issued in respect of each issue of Notes shall state whether such Notes may be redeemed at the option of the relevant Issuer (either in whole or in part) at any time prior to their stated maturity, at their relevant Make-Whole Redemption Amount.

Residual Maturity Call Option:

The Final Terms issued in respect of each issue of Notes shall state whether such Notes may be redeemed at the option of the relevant Issuer (in whole but not in part) at their Optional Redemption Amount together with interest accrued to, but excluding, the date fixed for redemption (including, where applicable, any Arrears of Interest), no earlier than three (3) months before the Maturity Date.

Clean-up Call Option:

The Final Terms issued in respect of each issue of Notes shall state whether such Notes may be redeemed at the option of the relevant Issuer (in whole but not in part) at any time prior to their Maturity Date, at their Optional Redemption Amount together with interest accrued to, but excluding, the date fixed for redemption (including, where applicable, any Arrears of Interest), as long as the aggregate principal amount outstanding of the Notes is equal to 20 per cent. or less of the aggregate principal amount of Notes issued on the Issue Date of all Tranches of the relevant Series.

Redemption at the Option of the Issuer following a Rate of Interest Increase Event:

The Final Terms issued in respect of each issue of Notes shall state whether such Notes may be redeemed at the option of the relevant Issuer (either in whole or in part) on any date falling not

more than forty-five (45) calendar days after the Rate of Interest Increase Date at their Optional Redemption Amount plus any interest accrued up to and including the Optional Redemption Date (including, where applicable, any Arrears of Interest), upon the first occurrence of a Rate of Interest Increase Event.

Redemption by instalments: The Final Terms issued in respect of each issue of Notes that are redeemable in two (2) or more instalments shall set out the dates on which, and the amounts in which, such Notes may be redeemed.

Taxation Redemption: The Notes may be subject to redemption at the option of the relevant Issuer for taxation reasons.

Taxation (withholding tax): 1. All payments of principal and interest by or on behalf of Auchan Holding or Banque Accord in their capacity as Issuers in respect of the Notes shall be made free and clear of, and without withholding or deduction for, any taxes, duties, assessments of 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.

2. If French law should require that payments of principal or interest in respect of any Note, Receipt or Coupon be subject to deduction or withholding in respect of any present or future taxes or duties whatsoever levied by the Republic of France, the relevant Issuer, to the fullest extent then permitted by law, shall pay such additional amounts as shall result in receipt by the Noteholders or, if applicable, the Receiptholders and the Couponholders, as the case may be, of such amounts as would have been received by them had no such withholding or deduction been required, subject to certain exceptions described in Condition 8.

3. Payments of interest and other income made by the Issuers with respect to the Notes (other than Notes issued on or after 1st March 2010 and which are to be assimilated (*assimilées* for the purpose of French law) and form a single series with Notes issued before 1st March 2010 having the benefit of Article 131 *quater* of the French *Code général des impôts*) 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 in a non-cooperative State or territory (*Etat ou territoire non coopératif* also referred to as *ETNC*) within the meaning of Article 238-0 A of the French *Code général des impôts* (hereinafter referred to as 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 (where relevant) to certain exceptions described below and to the more favourable provisions of any applicable double tax treaty) pursuant to Article 125 A III of the French *Code général des impôts*.

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 a particular issue of Notes if the relevant Issuer can prove that the principal purpose and effect of such issue of Notes were not that of allowing the payments of interest or other income to be made in a Non-Cooperative State (the "**Exception**"). Pursuant to the official guidelines published by the French tax authorities on 11 February 2014 (*Bulletin Officiel des Finances Publiques-Impôts* - BOI-INT-DG-20-50-20140211, Section no. 990), an issue of Notes will be deemed to have a qualifying purpose and effect, and accordingly will be able to benefit from the Exception without the relevant Issuer having to provide any proof of the purpose and effect of the issue of Notes, if such Notes are:

- (i) offered by means of a public offer within the meaning of Article L.411-1 of the French *Code monétaire et financier* or pursuant to an equivalent offer in a state other than a Non-Cooperative State. For this purpose, an "**equivalent offer**" means any offer requiring the registration or submission of an offer document by or with a foreign securities market authority; 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, an investment service provider, or by a 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 payments 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 operator 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 income paid by or on behalf of the Issuers with respect to such Notes may no longer be deductible from the relevant Issuer's taxable income, if they are paid or accrued to persons established or domiciled in a Non-Cooperative State or paid in such a Non-Cooperative State (hereinafter referred to as the "**Deductibility Exclusion**"). Under certain conditions, any such non-deductible interest and other income may be recharacterised as deemed distributed income pursuant to Articles 109 *et seq.* of the French *Code général des impôts*, in which case such non-deductible interest and other income may be subject to the withholding tax set out under Article 119 *bis* of the French *Code général des impôts*, at a rate of thirty per cent. (30%) or

seventy-five per cent. (75%) (subject to the more favourable provisions of any applicable double tax treaty).

However, neither the Deductibility Exclusion (as further specified by the official regulation (*Bulletin Officiel des Finances Publiques-Impôts* published by French tax authorities on 11 February 2014, BOI-INT-DG-20-50-20140211, Section no. 550) nor the withholding tax set out in Article 119 *bis* 2 of the French *Code général des impôts* will apply in respect of the issue of Notes if the relevant Issuer can prove that it can benefit from the Exception and that the relevant interest or revenues relate to genuine transactions and are not an abnormal or exaggerated amount. Pursuant to the official guidelines published by the French tax authorities on 11 February 2014 (*Bulletin Officiel des Finances Publiques – Impôts* - BOI-INT-DG-20-50-20140211, Section no. 550), an issue of Notes will benefit from the Exception without the relevant Issuer having to provide any proof of the purpose and effect of the issue of the Notes, if such Notes qualify to one of the three above-mentioned classifications.

4. Payments of interest and other income made by the Issuers with respect to 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 *Code général des impôts*, before 1st March 2010 will continue to be exempt from the withholding tax set out under Article 125 A III of the French *Code général des impôts*.

In addition, interest and other income paid by the relevant Issuer on such Notes will not be subject to the withholding tax set out under Article 119 *bis* of the French *Code général des impôts* or to the Deductibility Exclusion solely on the account of their being paid in a Non-Cooperative State or accrued or paid to persons established or domiciled in a Non-Cooperative State.

For the avoidance of doubt, Notes issued before 1st March 2010 but which maturity is extended on or after 1st March 2010 would fall under the French withholding tax regime described in paragraph 3 above from their initial maturity date.

5. Pursuant to Articles 125 A and 125 D of the French *Code général des impôts*, subject to certain limited exceptions, interest (and other similar revenues) received as from 1st January 2013 by individuals who are fiscally domiciled (*domiciliés fiscalement*) in France is subject to a twenty-four per cent. (24%) withholding tax, which is deductible from their personal income tax liability in respect of the year in which the payment has been made. Social contributions (CSG, CRDS and other related contributions) are also levied by way of withholding tax at an aggregate rate of fifteen and a half per cent. (15.5%) on interest (and other similar income) paid to

individuals who are fiscally domiciled (*domiciliés fiscalement*) in France.

Investors should carefully review the "Taxation" section of the Base Prospectus and Condition 8.

Noteholder, Couponholder, Receiptholder and/or prospective holder or beneficial owner of the Notes must inform itself and/or consult its tax advisor regarding the French withholding tax regime described above.

Central Depositary:

Euroclear France in respect of Dematerialised Notes.

Clearing Systems:

Euroclear France, Clearstream, Luxembourg and Euroclear.

Settlement procedure of the Notes, including derivative Notes:

Any amount due and payable in respect of any Notes (including Inflation Linked Notes) issued under the Programme will be paid in cash.

Listing and Admission to Trading:

Listing may be sought on the official list of the Luxembourg Stock Exchange and admission to trading may be sought on the Regulated Market of the Luxembourg Stock Exchange and/or any other Regulated Market in the EEA as specified in the relevant Final Terms. As specified in the relevant Final Terms, a Series of Notes may also be neither listed nor admitted to trading.

Offer to the public:

The Notes shall not be offered to the public in Luxembourg and/or in any Member State of the European Economic Area.

Method of Publication of the Base Prospectus and Final Terms:

The Base Prospectus and the Final Terms related to Notes listed and admitted to trading on any Regulated Market will always be published on the websites of (a) the Luxembourg Stock Exchange (www.bourse.lu) and (b) the relevant Issuer (<http://www.groupe-auchan.com/nos-resultats/informations-aux-obligataires/> in respect of Auchan Holding and <http://www.oney-banque-accord.com/index.php?id=84> in respect of Banque Accord).

So long as Notes may be issued pursuant to this Base Prospectus, this Base Prospectus and various other documents will be available (i) for viewing on the websites of (a) the Luxembourg Stock Exchange (www.bourse.lu) and (b) the relevant Issuer (<http://www.groupe-auchan.com/nos-resultats/informations-aux-obligataires/> in respect of Auchan Holding and <http://www.oney-banque-accord.com/index.php?id=84> in respect of Banque Accord) and (ii) free of charge, during usual business hours on any weekday, for inspection at the registered office of the relevant Issuer and at the specified office of the Paying Agent(s).

In addition, if the Notes are listed and admitted to trading on a Regulated Market other than the Luxembourg Stock Exchange,

the relevant Final Terms will provide whether additional methods of publication are required and what they consist of.

Rating:

Each of the Issuer is rated A negative with negative outlook by Standard & Poor's Credit Market Services France S.A.S. ("**Standard & Poor's**"). As of the date of this Base Prospectus, Standard & Poor's is a credit rating agency established in the European Union, registered under Regulation (EC) No. 1060/2009 of the European Parliament and of the Council of 16 September 2009 on credit rating agencies, as amended (the "**CRA Regulation**") and included in the list of registered credit rating agencies published on the website of the European Securities and Markets Authority (<http://www.esma.europa.eu/page/List-registered-and-certified-CRAs>) in accordance with the CRA Regulation.

Notes issued under the Programme may be rated or unrated. Where a Tranche of Notes is rated, such rating will not necessarily be the same as the rating(s) assigned to the Programme.

Selling Restrictions:

The offer and sale of Notes will be subject to selling restrictions in various jurisdictions, in particular, those of the United States of America and those of the European Economic Area including France and the United Kingdom.

Governing Law:

French law.

DOCUMENTS INCORPORATED BY REFERENCE

This Base Prospectus should be read and construed in conjunction with the following documents which have previously been published and have been filed with the *Commission de Surveillance du Secteur Financier* ("**CSSF**") in Luxembourg and which are incorporated by reference in, and form part of, this Base Prospectus:

- the audited consolidated financial reports of Auchan Holding for the financial year ended on 31 December 2015;
- the 2015 half-year condensed consolidated financial reports of Banque Accord;
- the audited consolidated financial reports of Groupe Auchan and the audited consolidated financial reports of Banque Accord for the financial year ended on 31 December 2014;
- the audited consolidated financial reports of Banque Accord for the financial year ended on 31 December 2013;
- the section "Terms and Conditions of the Notes" contained in the base prospectus of the Issuers dated 23 September 2009 (which was approved by the CSSF in Luxembourg) (the "**2009 Conditions**") and the additional "Terms and Conditions of the Notes" contained in the supplement to such base prospectus dated 7 May 2010 (which was approved by the CSSF in Luxembourg) (the "**Additional 2009 Conditions**");
- the section "Terms and Conditions of the Notes" contained in the base prospectus of the Issuers dated 12 October 2010 (which was approved by the CSSF in Luxembourg) (the "**2010 Conditions**");
- the section "Terms and Conditions of the Notes" contained in the base prospectus of the Issuers dated 28 October 2011 (which was approved by the CSSF in Luxembourg) (the "**2011 Conditions**");
- the section "Terms and Conditions of the Notes" contained in the base prospectus of the Issuers dated 4 December 2012 (which was approved by the CSSF in Luxembourg) (the "**2012 Conditions**");
- the section "Terms and Conditions of the Notes" contained in the base prospectus of the Issuers dated 18 November 2013 (which was approved by the CSSF in Luxembourg) (the "**2013 Conditions**"); and
- the section "Terms and Conditions of the Notes" contained in the base prospectus of the Issuers dated 18 November 2014 (which was approved by the CSSF in Luxembourg) (the "**2014 Conditions**") and, together with the 2009 Conditions, the Additional 2009 Conditions, the 2010 Conditions, the 2011 Conditions, the 2012 Conditions and the 2013 Conditions, the "**EMTN Previous Conditions**").

The EMTN Previous Conditions are incorporated by reference in this Base Prospectus for the purposes only of further issues of Notes to be assimilated (*assimilées* for the purpose of French law) and form a single Series with Notes already issued under the relevant EMTN Previous Conditions. To the extent that only the EMTN Previous Conditions are specified to be incorporated by reference therein, the non-incorporated parts of the previous base prospectuses are either not relevant for investors or are covered elsewhere in the Base Prospectus.

The information incorporated by reference in this Base Prospectus shall be read in connection with the cross-reference lists as set out below. The information incorporated by reference that is not included in the cross-reference lists, is considered as additional information and is not required by the relevant schedules of the Prospectus Regulation.

CROSS-REFERENCE LIST IN RESPECT OF THE EMTN PREVIOUS CONDITIONS

EMTN Previous Conditions	
2009 Conditions	Pages 21 to 50
Additional 2009 Conditions	Pages 12 to 15
2010 Conditions	Pages 26 to 59
2011 Conditions	Pages 26 to 58
2012 Conditions	Pages 26 to 55
2013 Conditions	Pages 28 to 59
2014 Conditions	Pages 31 to 70

**CROSS-REFERENCE LIST IN RESPECT OF THE FINANCIAL INFORMATION FOR THE YEARS
ENDED 31 DECEMBER 2015 AND 31 DECEMBER 2014 IN RESPECT OF AUCHAN HOLDING**

Regulation – Annex IX in respect of Auchan Holding		Financial Report 2014	Financial Report 2015
Risk Factors	3.1. <u>Prominent disclosure of risk factors that may affect the Issuer's ability to fulfill its obligations under the securities to investors</u>	Pages 6 to 7 and pages 56 to 65 (Notes 32.2 to 32.7)	Pages 6 to 7, pages 44 to 49 (Note 10.4) and pages 58 to 60 (Note 11.3)
Information about the Issuer	4.1.5. <u>Recent events particular to the Issuer</u>	Pages 3 to 4 and page 15 to 16 (Note 2) and page 68 (note 36)	Pages 3, 4 and 6 and pages 15 to 16 (Note 1)
Financial information concerning the Issuer's assets and liabilities, financial position and profits and losses	11.1. <u>Historical Financial Information</u>		
	<i>Audited historical financial information for the latest two financial years</i>	Pages 9 to 13	Pages 9 to 13
	<i>Audit reports for the latest two financial years</i>	Page 72	Page 66
	<i>Balance sheet</i>	Page 9	Page 9
	<i>Income statement</i>	Pages 10 to 11	Pages 10 to 11
	<i>Cash flow statement</i>	Page 12 and page 68 (note 35)	Page 12 and page 64 (Note 13)
	<i>Statement of changes in consolidated equity</i>	Page 13	Page 13
	<i>Accounting policies</i>	Pages 16 to 27 (Note 3)	Pages 16 to 20 (Note 2)
	<i>Explanatory notes</i>	Pages 14 to 71	Pages 14 to 64
	11.2. <u>Financial Statements</u>		
	<i>Own or consolidated financial statements (if both are prepared, at least the consolidated financial statements) for the latest two financial years</i>	Pages 9 to 13	Pages 9 to 13
	11.3. <u>Auditing of historical annual financial information</u>		
	<i>Statement indicating that the historical financial information has been audited</i>	Page 72	Page 66

The English translations of the auditor's reports set out in the financial report 2014 (page 72) and the financial report 2015 (page 66) are free translations of the original French version and accurately reflect the corresponding statutory auditors' reports.

So long as Notes may be issued pursuant to this Base Prospectus, this Base Prospectus and the documents incorporated by reference in this Base Prospectus will be available (i) for viewing on the

websites of (a) the Luxembourg Stock Exchange (www.bourse.lu) and (b) Auchan Holding (<http://www.groupe-auchan.com/nos-resultats/informations-aux-obligataires/>) and (ii) free of charge, during usual business hours on any weekday, for inspection at the registered office of Auchan Holding and at the specified office of the Paying Agent(s).

**CROSS-REFERENCE LIST IN RESPECT OF THE FINANCIAL INFORMATION FOR THE FIRST
HALF YEAR 2015 AND FOR THE YEARS ENDED 31 DECEMBER 2014 AND 31 DECEMBER 2013
IN RESPECT OF BANQUE ACCORD**

Regarding the 2015 half-yearly financial report, the 2014 financial report and the 2013 financial report, pages' numbers mentioned below refer to the pages' number of the pdf version of the document available on Banque Accord's website (www.oney-banque-accord.com) and on the website of the Luxembourg Stock Exchange (www.bourse.lu). For the avoidance of doubt, pages' numbers do not refer to the numbers mentioned on the bottom of the pages of the 2015 half-yearly financial report, the 2014 financial report and the 2013 financial report.

Regulation – Annex XI in respect of Banque Accord		Half-yearly financial report 2015	Financial Report 2014	Financial Report 2013
Risk Factors	3.1. <u>Prominent disclosure of risk factors that may affect the Issuer's ability to fulfil its obligations under the securities to investors</u>	Page 5 and pages 34 to 38 (Note 26)	Pages 4 to 5 and pages 50 to 55 (Note 31)	Pages 11 to 12 and pages 46 to 50 (Note 31)
Information about the Issuer	4.1.5. <u>Recent events particular to the Issuer</u>	Page 15 (Note 2)	Pages 2 to 3 and page 16 (Note 2)	Pages 10 to 11 and page 17 (Note 2)
Organisational Structure	6.1. <u>Description of the group of which the Issuer is part and of the issuer's position within it.</u>	Page 15 (Note 1)	Page 15 (Note 1)	Page 16 (Note 1)
Financial information concerning the issuer's assets and liabilities, financial position and profits and losses	11.1. <u>Historical Financial Information</u>			
	<i>Audited historical financial information</i>	Pages 7 to 12	Pages 7 to 12	Pages 2 to 6
	<i>Audit reports</i>	N/A	Pages 58 to 60 (the audit report is in French in the English version of the 2014 financial report)	Pages 53 to 55 (the audit report is in French in the English version of the 2013 financial report)
	<i>Balance sheet</i>	Pages 7 to 8	Pages 7 to 8	Pages 2 to 3
	<i>Income statement</i>	Page 9	Page 9	Pages 4 to 5
	<i>Statement of changes in consolidated equity</i>	N/A	Page 12 (the relevant table is in French in the English version of the 2014 financial report)	Page 7 and pages 37 to 39 (Notes 16 and 17) (the relevant table is in French in the English version of the 2013 financial report)
	<i>Accounting policies</i>	Pages 15 to 19	Pages 16 to 32	Pages 18 to 31

Regulation – Annex XI in respect of Banque Accord		Half-yearly financial report 2015	Financial Report 2014	Financial Report 2013
	<i>Explanatory notes</i>	(Note 3) Pages 13 to 40	(note 3) Pages 14 to 57	(Note 3) Pages 14 to 51
	<i>Cash flow statement</i>	Page 11	Page 11	Page 6
	11.2. <u>Financial Statements</u> <i>Own or consolidated financial statements (if both are prepared, at least the consolidated financial statements) for the latest two financial years</i>	Pages 7 to 9	Pages 7 to 12	Pages 2 to 6
	11.3. <u>Auditing of historical annual financial information</u> <i>Statement indicating that the historical financial information has been audited</i>	N/A	Pages 58 to 60 (French version)	Pages 53 to 55 (French version)
	11.5. <u>Interim and other financial information</u> <i>Half-year financial information</i>	Pages 7 to 12	N/A	N/A
	<i>Review report</i>	N/A	N/A	N/A

So long as Notes may be issued pursuant to this Base Prospectus, this Base Prospectus and the documents incorporated by reference in this Base Prospectus will be available (i) for viewing on the websites of (a) the Luxembourg Stock Exchange (www.bourse.lu) and (b) Banque Accord (<http://www.oney-banque-accord.com/index.php?id=68>) and (ii) free of charge, during usual business hours on any weekday, for inspection at the registered office of the Banque Accord and at the specified office of the Paying Agent(s).

SUPPLEMENT TO THE BASE PROSPECTUS

If at any time Auchan Holding or Banque Accord shall be required to prepare a supplement to this Base Prospectus pursuant to the provisions of Article 16 of the Prospectus Directive and Article 13.1 of the Luxembourg Law, Auchan Holding and/or Banque Accord will prepare and make available an appropriate supplement to this Base Prospectus, which in respect of any subsequent issue of Notes 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 or on a Regulated Market of a Member State of the EEA, shall constitute a supplement to the Base Prospectus for the purpose of the relevant provisions of the Prospectus Directive and the Luxembourg Law.

TERMS AND CONDITIONS OF THE NOTES

The following is the text of the Conditions (as defined below) that, as completed by the relevant Final Terms (as defined below), shall be applicable to the Notes. In the case of Dematerialised Notes (as defined below), 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 (as defined below), either (i) the full text of the Conditions together with the relevant provisions of the Final Terms (subject to simplification by the deletion of non-applicable provisions) or (ii) the terms and conditions as so completed, shall be endorsed on 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 (1) Series only, not to all Notes that may be issued under the Programme.

The Notes are issued by Banque Accord ("**Banque Accord**" or an "**Issuer**") and Auchan Holding (formerly Groupe Auchan) ("**Auchan Holding**" or an "**Issuer**" and, together with Banque Accord, the "**Issuers**") with the benefit of an amended and restated agency agreement dated 7 April 2016 entered into between the Issuers and BNP Paribas Securities Services (as amended and supplemented from time to time, the "**Agency Agreement**"). The fiscal agent, the paying agents and the calculation agent(s) for the time being (if any) are referred to below respectively as the "**Fiscal Agent**", the "**Paying Agents**" (which expression shall include the Fiscal Agent) and the "**Calculation Agent(s)**". The specific terms of each issue of Notes will be set out in the final terms, the form of which is included in this Base Prospectus (the "**Final Terms**"). 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 and the holders of the receipts for the payment of instalments of principal (the "**Receipts**") relating to Materialised Notes of which the principal is redeemable in instalments are respectively referred to below as the "**Couponholders**" and the "**Receiptholders**".

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

For the purpose of these Conditions, "**Regulated Market**" means any regulated market situated in a Member State of the European Economic Area ("**EEA**") as defined in the Market in Financial Instruments Directive 2004/39/EC of the European Parliament and of the Council dated 21 April 2004, as amended, appearing on the list of regulated markets issued by the European Securities and Markets Authority.

1. Form, Denomination(s), Title and Method of Issue

(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 *et seq.* and R.211-1 *et seq.* 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 relevant Issuer, in either bearer form (*au porteur*), in which case they are inscribed in the books of Euroclear France (acting as central depository) ("**Euroclear France**") which shall credit the accounts of Account Holders, or in registered form (*au nominatif*) and, in such latter case, at the option of the relevant Noteholder in either administered registered form (*au nominatif administré*) inscribed in the books of an Account Holder or in fully registered form (*au nominatif pur*) inscribed in an account maintained by the relevant Issuer or the registration agent (designated in the relevant Final Terms) acting on behalf of the relevant

Issuer (the "**Registration Agent**").

For the purpose of these Conditions, "**Account Holder**" means any authorised financial intermediary institution entitled, either directly or indirectly, to hold accounts on behalf of its customers with Euroclear France, and includes the depositary bank for Clearstream Banking, société anonyme ("**Clearstream, Luxembourg**") and Euroclear Bank S.A. / N.V. ("**Euroclear**").

- (ii) Materialised Notes are issued in bearer form (*au porteur*) 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. "**Instalment Notes**" are issued with one (1) or more Receipts attached.

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

The Notes may be "**Fixed Rate Notes**", "**Floating Rate Notes**", "**Fixed to Floating Rate Notes**", "**Inflation Linked 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.

- (b) **Denomination(s):** Notes shall be issued in the specified denomination(s) as set out in the relevant Final Terms (the "**Specified Denomination(s)**") save that the minimum denomination of each Note admitted to trading on a Regulated Market in circumstances which require the publication of a prospectus under the Prospectus Directive will be €100,000 (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 (1) Specified Denomination only.

- (c) **Title:**

- (i) Title to Dematerialised Notes in bearer form (*au porteur*) and in administered registered form (*au nominatif administré*) shall pass upon, and transfer of such Notes may only be effected through, registration of the transfer in the accounts of Account Holders. Title to Dematerialised Notes in fully registered form (*au nominatif pur*) shall pass upon, and transfer of such Notes may only be effected through, registration of the transfer in the accounts of the relevant Issuer or of the Registration Agent.
- (ii) Title to Definitive Materialised Notes including, where appropriate, Coupons, Receipt(s) and/or a Talon attached, shall pass by delivery.
- (iii) Except as ordered by a court of competent jurisdiction or as required by law, the holder of any Note (as defined below), Receipt, Coupon or Talon shall be deemed to be and may be treated as its absolute owner for all purposes, whether or not it is overdue and regardless of any notice of ownership, or an interest in it, any writing on it (or on the Certificate representing it) or its theft or loss (or that of its related Certificate) and no person shall be liable for so treating the holder.
- (iv) Pursuant to Article L.228-2 of the French *Code de commerce*, the relevant Issuer may require the identification of the Noteholders unless such right is expressly excluded in the relevant Final Terms.
- (v) In these Conditions, "**holder of Notes**", "**holder of any Note**" or "**Noteholder**" means (i) in the case of Dematerialised Notes, the person whose name appears in the account of

the relevant Account Holder or the relevant Issuer or the Registration Agent (as the case may be) as being entitled to such Notes and (ii) in the case of Definitive Materialised Notes, the bearer of any Definitive Materialised Note and the Receipts, Coupons, or Talon relating to it, and capitalised terms have the meanings given to them in the relevant Final Terms, the absence of any such meaning indicating that such term is not applicable to the Notes.

- (d) **Method of Issue:** The Notes will be issued on a syndicated or non-syndicated basis. The Notes will be issued in series (each a "**Series**") having one (1) or more issue dates and on terms otherwise identical (or identical other than in respect of the first payment of interest), the Notes of each Series being intended to be interchangeable with all other Notes of that Series. Each Series may be issued in tranches (each a "**Tranche**") on the same or different issue dates. The specific terms of each Tranche (which will be completed, where necessary, with supplemental terms and conditions and, save in respect of the issue date, issue price, first payment of interest and aggregate nominal amount of the Tranche, will be identical to the terms of other Tranches of the same Series) will be determined by the relevant Issuer and the relevant Dealer(s) at the time of the issue and will be set out in the relevant Final Terms.

2. Conversion 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 (*au nominatif*), 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 Noteholder, be converted into Notes in administered registered form (*au nominatif administré*), and *vice versa*. The exercise of any such option by such Noteholder shall be made in accordance with Article R.211-4 of the French *Code monétaire et financier*. Any such conversion shall be effected at the cost of such Noteholder.

(b) **Materialised Notes:**

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

3. Status

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

(a) **Status of Unsubordinated Notes:**

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

(b) **Status of Subordinated Notes:**

(i) *Subordination:*

Payments of principal in respect of Subordinated Notes (which term shall include both Subordinated Notes with a specified maturity date ("**Dated Subordinated Notes**") and Subordinated Notes without a specified maturity date ("**Undated Subordinated Notes**")

are direct, unsecured, unconditional and subordinated obligations of the relevant Issuer and rank and will rank *pari passu* without any preference among themselves and *pari passu* with any other present or future direct, unsecured, unconditional and subordinated obligations of the relevant Issuer with the exception of the *prêts participatifs* granted to the relevant Issuer. If any judgement is rendered by any competent court declaring the judicial liquidation (*liquidation judiciaire*) of the relevant Issuer or if the relevant Issuer is liquidated for any other reason, the rights of payment of the holders of Subordinated Notes shall be subordinated to the payment in full of unsubordinated creditors and, subject to such payment in full, the holders of Subordinated Notes shall be paid in priority to any *prêts participatifs* granted to the relevant Issuer. In the event of incomplete payment of unsubordinated creditors, the obligations of the relevant Issuer in connection with the Subordinated Notes will be terminated. The holders of Subordinated Notes shall take all steps necessary for the orderly accomplishment of any collective proceedings or voluntary liquidation.

(ii) *Dated Subordinated Notes:*

Payments of interest relating to Dated Subordinated Notes constitute obligations which rank equally with the obligations of the relevant Issuer in respect of Unsubordinated Notes issued by the relevant Issuer in accordance with Condition 3(a).

(iii) *Undated Subordinated Notes:*

Payments of interest relating to Undated Subordinated Notes may be deferred in accordance with the provisions of Condition 5(g). The use of the proceeds of issues of Undated Subordinated Notes will be specified in the relevant Final Terms.

4. Negative Pledge

So long as any of the Unsubordinated Notes or, if applicable, any Receipts or Coupons relating to them, remain outstanding (as defined below), the relevant Issuer will not, and will ensure that none of its Principal Subsidiaries (as defined below) will, create or permit to subsist any mortgage, charge, pledge or other Security Interest other than a Permitted Security Interest upon any of its or their respective assets or revenues, present or future, to secure any Relevant Indebtedness (all as defined below) or any guarantee in respect of any Relevant Indebtedness (whether before or after the issue of Unsubordinated Notes) unless such relevant Issuer's obligations under the Unsubordinated Notes, Receipts and Coupons are equally and rateably secured therewith.

For the purposes of this Condition:

- (i) **"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 the 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, Arrears of Interest, as the case may be, and any interest payable after such date) have been duly paid,
 - (i) in the case of Dematerialised Notes in bearer form (*au porteur*) and in administered registered form (*au nominatif administré*), to the relevant Account Holders on behalf of the Noteholder as provided in Condition 7(a),
 - (ii) in the case of Dematerialised Notes in fully registered form (*au nominatif pur*), to the account of the Noteholder as provided in Condition 7(a) and
 - (iii) in the case of Materialised Notes, to the Fiscal Agent as provided in the Agency Agreement and remain available for payment against presentation and surrender of Materialised Notes, Receipts and/or Coupons, as the case may be,

- (c) those which have become void or in respect of which claims have become prescribed,
- (d) those which have been purchased and cancelled as provided in the Conditions,
- (e) in the case of Materialised Notes
 - (i) those mutilated or defaced Materialised Notes that have been surrendered in exchange for replacement Materialised Notes,
 - (ii) (for the purpose only of determining how many such Materialised Notes are outstanding and without prejudice to their status for any other purpose) those Materialised Notes alleged to have been lost, stolen or destroyed and in respect of which replacement Materialised Notes have been issued and
 - (iii) any Temporary Global Certificate to the extent that it shall have been exchanged for one (1) or more Definitive Materialised Notes, pursuant to its provisions;
- (ii) **"Permitted Security Interest"** means a security interest granted to holders of debt securities over an asset and required to finance its purchase only;
- (iii) **"Principal Subsidiary"** means at any relevant time a Subsidiary:
 - (a) of Auchan Holding, whose total net assets or net sales (or, where the Subsidiary in question prepares consolidated accounts, whose total consolidated net assets or consolidated net sales, as the case may be) attributable to Auchan Holding represent not less than ten (10) per cent. of the total consolidated net assets or the consolidated net sales of Auchan Holding, as the case may be, all as calculated by reference to the then latest audited accounts (or consolidated accounts, as the case may be) of such Subsidiary and the then latest audited consolidated accounts of Auchan Holding and its consolidated subsidiaries; or
 - (b) of Banque Accord, whose total net assets or operating income (or, where the Subsidiary in question prepares consolidated accounts, whose total consolidated net assets or consolidated operating income, as the case may be) attributable to Banque Accord represent not less than ten (10) per cent. of the total consolidated net assets or the consolidated operating income of Banque Accord, as the case may be, all as calculated by reference to the then latest audited accounts (or consolidated accounts, as the case may be) of such Subsidiary and the then latest audited consolidated accounts of Banque Accord and its consolidated subsidiaries; or
 - (c) of any of the Issuers, to which is transferred all or substantially all the assets and undertakings of a Subsidiary which immediately prior to such transfer is a Principal Subsidiary;
- (iv) **"Relevant Indebtedness"** means any indebtedness for borrowed money, represented by notes (*obligations*) or other assimilated debt securities with a maturity of more than one (1) year which are for the time being, or are capable of being, quoted, listed and admitted to trading or ordinarily dealt in on any stock exchange, over-the-counter-market or other securities market. For the avoidance of doubt, such Relevant Indebtedness does not include indebtedness for borrowed money arising under loan or credit facility agreements;
- (v) **"Security Interest"** means any mortgage, lien, charge, pledge or other form of security interest (*sûreté réelle*);
- (vi) **"Subsidiary"** means, in relation to any person or entity at any time, any other person or entity (whether or not now existing) as defined in Article L.233-1 of the French *Code de commerce* or any other person or entity controlling directly or indirectly such person or entity within the meaning of Article L.233-3 of the French *Code de commerce*, except for any person or entity controlled by such other person or entity (the **"Controlling Party"**) severally with a third party

(through any arrangement such as a joint-venture agreement) so that such Controlling Party is not in a position to exercise such control solely by itself.

This Condition 4 shall not apply to 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 rate specified as such in the relevant Final Terms which shall be either LIBOR, EURIBOR, EONIA, TEC10, CMS Rate or any other reference rate;

"Business Day" means:

- (i) in the case of euro, a day on which the Trans European Automated Real Time Gross Settlement Express Transfer system (known as TARGET 2) or any successor thereto (the **"TARGET 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 such 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 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 (1) Determination Period, the sum of:
 - the number of days in such Calculation Period falling in the Determination Period in which it begins divided by the product of (1) the number of days in such Determination Period and (2) the number of Determination Periods normally ending in any year; and
 - the number of days in such Calculation Period falling in the next Determination Period divided by the product of (1) the number of days in such Determination Period and (2) the number of Determination Periods normally ending in any year
- in each case **"Determination Period"** means the period from and including a Determination Date in any year to but excluding the next Determination Date and

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

- (iii) if **"Actual/365 (Fixed)"** is specified in the relevant Final Terms, the actual number of days in the Calculation Period divided by 365;
- (iv) if **"Actual/360"** is specified in the relevant Final Terms, the actual number of days in the Calculation Period divided by 360;
- (v) if **"30/360"**, **"360/360"** or **"Bond Basis"** is specified in the relevant Final Terms, the number of days in the Calculation Period divided by 360 (the number of days to be calculated on the basis of a year of 360 days with twelve (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));
- (vi) 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, 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 thirty-one (31) days, using the same abbreviations as for 30E/360, the fraction is:

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

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

or

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

- (vii) if **"30E/360"** or **"Eurobond 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 elapsed during such period, calculated on the basis of a year comprising twelve (12) months of thirty (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:

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

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

"Euro-zone" means the region comprised of Member States of the European Union that adopt the single currency in accordance with the Treaty establishing the European Community, as amended;

"FBF Definitions" means the definitions set out in the 2013 FBF Master Agreement relating to Transactions on Forward Financial Instruments as supplemented by the then applicable Interest and Currency Technical Annex (*Echange de conditions d'Intérêt ou de Devises - Additif Technique*) as published by the *Fédération Bancaire Française* (www.fbf.fr) ("**FBF**"), in their updated version applicable as at the date of issue of the first Tranche of the relevant Series;

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

"Interest Amount" means the amount of interest payable, and in the case of Fixed Rate Notes, means the Fixed Coupon Amount or Broken Amount, as the case may be;

"Interest Commencement Date" means the Issue Date (as defined in the relevant Final Terms) 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 (2) 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 (2) 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(s)" means the date(s) specified in the relevant Final Terms;

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

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

"ISDA Definitions" means the 2006 ISDA Definitions as published (www.isda.org) by the International Swaps and Derivatives Association, Inc., in their updated version applicable as at the date of issue of the first Tranche of the relevant Series;

"Margin" means, for an Interest Accrual Period, the percentage or number for the applicable Interest Accrual Period, as indicated in the relevant Final Terms, it being specified that it may have a positive value, a negative value or equal zero;

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

"Primary Source" means, with respect to any Floating Rate to be determined in accordance with a Screen Rate Determination on an Interest Determination Date, the primary source specified as such in the relevant Final Terms;

"Rate of Interest" means the rate of interest payable from time to time in respect of the Notes and that is either specified or calculated in accordance with the provisions of these Conditions as completed by the relevant Final Terms;

"Reference Banks" means the institutions specified as such in the relevant Final Terms or, if none, four (4) major banks selected by the Calculation Agent in the interbank market (or, if appropriate, money, swap or over-the-counter index options market) that is most closely connected with the Benchmark (which, if EURIBOR or EONIA is the relevant Benchmark, shall be the Euro-zone, if LIBOR is the relevant Benchmark, shall be London and if the CMS Rate is the Benchmark, shall be the swap market of the Relevant Financial Centre) following agreement with the relevant Issuer;

"Relevant Date" means, in respect of any Note, Receipt 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 (7) days after that on which notice is duly given to the holders of such Materialised Notes that, upon further presentation of the Materialised Note, Receipt or Coupon being made in accordance with the Conditions, such payment will be made, provided that payment is in fact made upon such presentation;

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

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

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

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

"Specified Currency" means the currency specified as such in the relevant Final Terms or, if none is specified, the currency in which the Notes are denominated; and

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

- (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 annually, semi-annually, quarterly or monthly (except as otherwise provided in the relevant Final Terms) in arrears on each Interest Payment Date (as specified in the relevant Final Terms).

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

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

(i) *Interest Payment Dates:* Each Floating Rate Note and Inflation Linked Note bears interest on its outstanding nominal amount from the Interest Commencement Date at the rate *per annum* (expressed as a percentage) equal to the Rate of Interest, such interest being payable annually, semi-annually, quarterly or monthly (except as otherwise provided in the relevant Final Terms) in arrears on each Interest Payment Date (as specified in the relevant Final Terms). Such Interest Payment Date(s) is/are either shown in the relevant Final Terms as Specified Interest Payment Dates or, if no Specified Interest Payment Date(s) is/are shown in the relevant Final Terms, Interest Payment Date shall mean each date which falls the number of months or other period shown in the relevant Final Terms as the Interest Period after the preceding Interest Payment Date or, in the case of the first Interest Payment Date, after the Interest Commencement Date.

(ii) *Business Day Convention:* If any date referred to in these Conditions that is specified to be subject to adjustment in accordance with a Business Day Convention would otherwise fall on a day that is not a Business Day, then, if the Business Day Convention specified is

- (A) the Floating Rate Business Day Convention, such date shall be postponed to the next day that is a Business Day unless it would thereby fall into the next calendar month, in which event (x) such date shall be brought forward to the immediately preceding Business Day and (y) each subsequent such date shall be the last Business Day of the month in which such date would have fallen had it not been subject to adjustment,
- (B) the Following Business Day Convention, such date shall be postponed to the next day that is a Business Day,
- (C) the Modified Following Business Day Convention, such date shall be postponed to the next day that is a Business Day unless it would thereby fall into the next calendar month, in which event such date shall be brought forward to the immediately preceding Business Day or
- (D) the Preceding Business Day Convention, such date shall be brought forward to the immediately preceding Business Day.

Notwithstanding the foregoing, where the relevant 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.

(iii) *Rate of Interest for Floating Rate Notes:* The Rate of Interest in respect of Floating Rate Notes for each Interest Accrual Period shall be determined in the manner specified in the provisions below relating to either FBF Determination, ISDA 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 as a rate equal to the relevant FBF Rate plus or minus (as indicated in the relevant Final Terms) the Margin (if any). For the purposes of this sub-paragraph (A), "**FBF Rate**" for an Interest

Accrual Period means a rate equal to the Floating Rate that would be determined by the Agent under notional interest rate swap (*Echange*) in the relevant Specified Currency incorporating 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.

For the purposes of this sub-paragraph (A), "**Floating Rate**", "**Agent**", "**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.

In the relevant Final Terms, when the paragraph "Floating Rate (*Taux Variable*)" specifies that the rate is determined by linear interpolation, in respect of an Interest Period, the Rate of Interest for such Interest Period shall be calculated by the Calculation Agent with a linear interpolation between two (2) rates based on the relevant Floating Rate, one of which corresponding to a maturity immediately below the length of the relevant Interest Period, and the other of which corresponding to a maturity immediately above the length of the relevant Interest Period.

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

Where ISDA Determination is specified in the relevant Final Terms as the manner in which the Rate of Interest is to be determined, the Rate of Interest for each Interest Accrual Period shall be determined by the Calculation Agent as a rate equal to the relevant ISDA Rate plus or minus (as indicated in the relevant Final Terms) the Margin (if any). For the purposes of this sub-paragraph (B), "**ISDA Rate**" for an Interest Accrual Period means a rate equal to the Floating Rate that would be determined by the Calculation Agent under a Swap Transaction under the terms of an agreement incorporating the ISDA Definitions and under which:

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

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

In the relevant Final Terms, when the paragraph "Floating Rate Option" specifies that the rate is determined by linear interpolation, in respect of an Interest Period, the Rate of Interest for such Interest Period shall be calculated by the Calculation Agent with a linear interpolation between two (2) rates based on the relevant Floating Rate Option, one of which corresponding to a Designated Maturity immediately below the length of the relevant Interest Period, and the other of which corresponding to a Designated Maturity immediately above the length of the relevant Interest Period.

(C) *Screen Rate Determination and Benchmark 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 at or

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

- (a) if the Primary Source for Floating Rate is a Page, subject as provided below, the Rate of Interest shall be:
 - (i) the Relevant Rate (where such Relevant Rate on such Page is a composite quotation or is customarily supplied by one entity) or
 - (ii) the arithmetic mean of the Relevant Rates of the persons whose Relevant Rates appear on that Page,in each case appearing on such Page at the Relevant Time on the Interest Determination Date as specified in the relevant Final Terms, plus or minus (as indicated in the relevant Final Terms) the Margin (if any);
- (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 Page at the Relevant Time on the Interest Determination Date or if sub-paragraph (a)(ii) applies and fewer than two (2) Relevant Rates appear on the Page at the Relevant Time on the Interest Determination Date, subject as provided below, the Rate of Interest shall be the arithmetic mean of the Relevant Rates that each of the Reference Banks is quoting to leading banks in the Relevant Financial Centre at the Relevant Time on the Interest Determination Date, as determined by the Calculation Agent plus or minus (as indicated in the relevant Final Terms) the Margin (if any); and
- (c) if paragraph (b) above applies and the Calculation Agent determines that fewer than two (2) Reference Banks are so quoting Relevant Rates, subject as provided below, the Rate of Interest shall be the arithmetic mean of the rates *per annum* (expressed as a percentage) that the Calculation Agent determines to be the rates (being the nearest equivalent to the Benchmark) in respect of a Representative Amount of the Specified Currency that at least two (2) out of five (5) 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 (x) to leading banks carrying on business in Europe, or (if the Calculation Agent determines that fewer than two (2) of such banks are so quoting to leading banks in Europe) (y) to leading banks carrying on business in the Principal Financial Centre; except that, if fewer than two (2) 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, or Maximum or Minimum Rate of Interest applicable to the preceding Interest Accrual Period and to the relevant Interest Accrual Period).
- (d) Notwithstanding the provisions of paragraphs (a), (b) and (c) above, if Screen Rate Determination is specified in the relevant Final Terms as the manner in which the Rate of Interest is to be determined and the Benchmark in respect of the Floating Rate Notes is specified as being EONIA, the Rate of Interest for each Interest Accrual Period will be, subject as provided below, the rate of return of a daily compound interest investment (with the arithmetic average of the daily rates of the day-to-day Euro-zone interbank

euro money market as reference rate for the calculation of interest) plus or minus (as indicated in the relevant Final Terms) the Margin (if any) and will be calculated by the Calculation Agent on the Interest Determination Date, as follows, and the resulting will be rounded, if necessary, to the nearest five ten-thousandth of a percentage point, with 0.00005 being rounded upwards:

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

Where:

"i" is a series of whole numbers from 1 to d_o , each representing the relevant Target Business Day in chronological order from, and including, the first Target Business Day in the relevant Interest Accrual Period;

" d_o " is for any Interest Accrual Period, the number of Target Business Days in the relevant Interest Accrual Period;

" $EONIA_i$ ", for any day "i" in the relevant Interest Accrual Period, is a reference rate equal to the overnight rate as calculated by the European Central Bank and appearing on the EONIA Reuters Page or such other page or service as may replace such page for the purposes of displaying Euro overnight index average rate of leading reference banks for deposits in Euro (the "**EONIA Page**") in respect of that day provided that, if, for any reason, at 11.00 a.m. (Brussels time) on any such day "i", no rate is published on the EONIA Page, the Calculation Agent will request the principal office in the Euro-zone of each of the Reference Banks (but which shall not include the Calculation Agent) to provide it with their respective quotations of the rates offered by such banks at approximately 11.00 a.m. (Brussels time) on such day "i", to prime banks in the Euro-zone inter-bank market for Euro overnight index average rate for deposits in Euro in an amount that is, in the reasonable opinion of the Calculation Agent, representative for a single transaction in the relevant market at the relevant time. The applicable reference rate for such day "i" shall be the arithmetic mean (rounded if necessary, to the nearest three ten-thousandth of a percentage point, with 0.005 being rounded upwards) of at least two of the rates so quoted, it being provided that if less than two rates are provided to the Calculation Agent, the applicable reference rate shall be determined by the Calculation Agent after consultation of an independent expert;

" n_i " is the number of calendar days in the relevant Interest Accrual Period on which the rate $EONIA_i$ is applicable; and

"d" is the number of calendar days in the relevant Interest Accrual Period.

- (e) Notwithstanding the provisions of paragraphs (a) to (d) above, if Screen Rate Determination is specified in the relevant Final Terms as the manner in which the Rate of Interest is to be determined and the Benchmark in respect of the Floating Rate Notes is specified as being the TEC 10, the Rate of Interest for each Interest Accrual Period will, subject as provided below, be the offered quotation (expressed as a percentage rate *per annum*) for the EUR-TEC10-CNO² calculated by the *Comité de Normalisation Obligataire*, which appears on the Page, being Reuters Screen CNOTEC10 Page, as at

² All potential users of the EUR-TEC10-CNO must first enter into a trademark licence agreement available from the CNO.

10.00 a.m. (Paris time) on the Interest Determination Date in question plus or minus (as indicated in the relevant Final Terms) the Margin (if any), all as determined by the Calculation Agent.

For information purposes only, the EUR-TEC10-CNO, established in April 1996, is the percentage yield (rounded to the nearest second decimal point, 0.005 per cent. being rounded upwards) of a notional 10 year French Treasury Bond (*Obligation Assimilable du Trésor*, "**OAT**") corresponding to the linear interpolation between the yield to maturity of the two actual OATs (the "**Reference OATs**") whose periods to maturity are closest in duration to the notional 10 year OAT, one Reference OAT's duration being of less than 10 years and the other Reference OAT's duration being greater than 10 years.

If, on any Interest Determination Date, such rate does not appear on Reuters Screen CNOTE10 Page, EUR-TEC10-CNO shall be determined by the Calculation Agent on the basis of the mid-market prices for each of the two Reference OATs, which would have been used by the *Comité de Normalisation Obligataire* for the calculation of EUR-TEC10-CNO, quoted by five *Spécialistes en Valeurs du Trésor* at approximately 10:00 a.m. (Paris time) on the Interest Determination Date in question. The Calculation Agent will request each *Spécialiste en Valeurs du Trésor* to provide a quotation of its price.

EUR-TEC10-CNO will be the redemption yield of the arithmetic mean of such quotations as determined by the Calculation Agent after discarding the highest and lowest such quotations. The above mentioned redemption yield shall be determined by the Calculation Agent in accordance with the formula that would have been used by the *Comité de Normalisation Obligataire* for the determination of EUR-TEC10-CNO.

- (f) Notwithstanding the provisions of paragraphs (a) to (e) above, if Screen Rate Determination is specified in the relevant Final Terms as the manner in which the Rate of Interest is to be determined and the Benchmark in respect of the Floating Rate Notes is specified as being the CMS Rate, the Rate of Interest for each Interest Accrual Period will, subject as provided below, be determined by the Calculation Agent based on the annual rate applicable for a swap in the Specified Currency which maturity is the Specified Duration, expressed as a percentage, as it appears on the Page at the Relevant Time on the relevant Interest Determination Date (the "**CMS Rate**") and increased or decreased, as the case may be (as specified in the relevant Final Terms) by the Margin (if any).

If the relevant Page is not available, the Calculation Agent shall request each of the Reference Banks to provide the Calculation Agent with its quotation for the Relevant Swap Rate (as defined below) at approximately the Relevant Time on the Interest Determination Date. If at least three of the Reference Banks provide the Calculation Agent with such quotations, the CMS Rate for such Interest Accrual Period shall be the arithmetic mean of such quotations, eliminating the highest quotation (or, in the event of equality, one of the highest) and the lowest quotation (or, in the event of equality, one of the lowest). If on any Interest Determination Date less than three or none of Reference Banks provides the Calculation Agent with such quotations as provided in the preceding paragraph, the CMS Rate shall be determined by the Calculation Agent on such commercial basis as considered appropriate by the Calculation Agent in its absolute discretion, in

accordance with standard market practice.

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

"Relevant Swap Rate" means:

- (i) where the Specified Currency is Euro, the mid-market annual swap rate determined on the basis of the arithmetic mean of the bid and offered rates for the annual fixed leg, calculated on a 30/360 day count basis, of a fixed-for-floating euro interest rate swap transaction with a term equal to the Specified Duration commencing on the first day of the relevant Interest Period and in a Representative Amount (as defined below) with an acknowledged dealer of good credit in the swap market, where the floating leg, in each case calculated on an Actual/360 day count basis, is equivalent to EUR-EURIBOR-Reuters (as defined in the ISDA Definitions) with a Specified Duration determined by the Calculation Agent by reference to standard market practice and/or the ISDA Definitions;
- (ii) where the Specified Currency is Sterling, the mid-market semi-annual swap rate determined on the basis of the arithmetic mean of the bid and offered rates for the annual fixed leg, calculated on an Actual 30/365 (Fixed) day count basis, of a fixed-for-floating Sterling interest rate swap transaction with a term equal to the Specified Duration commencing on the first day of the relevant Interest Period and in a Representative Amount with an acknowledged dealer of good credit in the swap market, where the floating leg is, in each case, calculated on an Actual/365 (Fixed) day count basis, is equivalent (A) if the Specified Duration is greater than one year, to GBP-LIBOR-BBA (as defined in the ISDA Definitions) with a Specified Duration of six months or (B) if the Specified Duration is one year or less, to GBP-LIBOR-BBA with a Specified Duration of three months;
- (iii) where the Specified Currency is U.S. Dollar, the mid-market semi-annual swap rate determined on the basis of the arithmetic mean of the bid and offered rates for the annual fixed leg, calculated on a 30/360 day count basis, of a fixed-for-floating United States dollar interest rate swap transaction with a term equal to the Specified Duration commencing on the first day of the relevant Interest Period and in a Representative Amount with an acknowledged dealer of good credit in the swap market, where the floating leg, calculated on an Actual/360 day count basis, is equivalent to USD-LIBOR-BBA (as defined in the ISDA Definitions) with a Specified Duration of three months; and
- (iv) where the Specified Currency is any other currency or, if the Final Terms specify otherwise, the mid-market swap rate as determined in accordance with the relevant Final Terms.

"Representative Amount" means an amount that is representative for a single transaction in the relevant market at the relevant time.

In the relevant Final Terms, when the paragraph "Benchmark" specifies that the rate is determined by linear interpolation, in respect of an Interest Period, the Rate of Interest for such Interest Period shall be calculated by the Calculation Agent with a linear interpolation between two (2) rates based on the relevant Benchmark, one

of which corresponding to a maturity immediately below the length of the relevant Interest Period, and the other of which corresponding to a maturity immediately above the length of the relevant Interest Period.

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

(A) Consumer Price Index (CPI):

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

The Rate of Interest in respect of Inflation Linked Notes indexed to the CPI (the "**CPI Linked Interest**") will be determined by the Calculation Agent on the following basis:

- (i) fixed rate *per annum* specified in the relevant Final Terms multiplied by the Inflation Index Ratio.

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

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

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

Daily Inflation Reference Index =

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

With:

"**CPI Monthly Reference Index** _{M-2}": price index of month M-2;

"**CPI Monthly Reference Index** _{M-3}": price index of month M-3;

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

"**ND** _M": number of days in the relevant month M and, in the case of payment of principal and interest, shall be equal to 31.

The CPI Daily Inflation Reference Index will be rounded if necessary to five significant figures (with halves being rounded up).

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

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

- (ii) The calculation method described below is based on the recommendation issued by the French Bond Association (*Comité de Normalisation Obligataire* – www.cnofrance.org) in its December 2010 Paper entitled "Inflation Indexed Notes" (*Obligations et autres instruments de taux d'intérêt en euro, Normes et usages des marchés de capitaux – Chapitre II: Les obligations indexées sur l'inflation*). In the case of any conflict between the calculation method provided below and the calculation method provided by the French Bond Association (*Comité de Normalisation Obligataire*), the calculation method provided by the French Bond Association (*Comité de Normalisation Obligataire*) shall prevail.
- (iii) The CPI Linked Interest applicable from time to time for each Interest Period (as specified in the relevant Final Terms) will be equal to the fixed rate *per annum* specified in the relevant Final Terms multiplied by the Inflation Index Ratio (as defined above).
- (iv) If the CPI Monthly Reference Index is not published in a timely manner, a substitute CPI Monthly Reference Index (the "**Substitute CPI Monthly Reference Index**") shall be determined by the Calculation Agent in accordance with the following provisions:
 - I. If a provisional CPI Monthly Reference Index (*indice provisoire*) has already been published, such index shall automatically be used as the Substitute CPI Monthly Reference Index. Such provisional CPI Monthly Reference Index would be published under the heading "*indice de substitution*". Once the definitive CPI Monthly Reference Index is released, it would automatically apply from the day following its release to all calculations taking place from this date.
 - II. If no provisional CPI Monthly Reference Index is available, a substitute index shall be calculated on the basis of the most recently published figure adjusted as set out in the following formula:

Substitute CPI Monthly Reference Index_M =

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

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

out in accordance with the following equation:

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

Such that:

$$\text{CPI Monthly Reference Index (New Basis)} = \text{CPI Monthly Reference Index (Previous Basis)} \times \text{Key}$$

(B) Harmonised Index of Consumer Prices (HICP):

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

The Rate of Interest in respect of Inflation Linked Notes indexed to the HICP (the HICP Linked Interest) will be determined by the Calculation Agent on the following basis:

- (i) fixed rate *per annum* specified in the relevant Final Terms multiplied by the Inflation Index Ratio.

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

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

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

HICP Daily Inflation Reference Index =

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

With

"**HICP Monthly Reference Index** _{M-2}": price index of month M-2;

"**HICP Monthly Reference Index** _{M-3}": price index of month M-3;

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

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

The HICP Daily Inflation Reference Index will be rounded if necessary to five significant figures (with halves being rounded up).

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

"HICP Monthly Reference Index" refers to the harmonised index of consumer prices excluding tobacco measuring the rate of inflation in the European Monetary Union excluding tobacco as calculated and published by Eurostat as such index may be adjusted or replaced from time to time as provided herein. The first publication or announcement of a level of such index for a given month shall be final and conclusive and later revisions to the level for such month will not be used in any calculations.

- (ii) The HICP Linked Interest applicable from time to time for each Interest Period (as specified in the relevant Final Terms) will be equal to the fixed rate *per annum* specified in the relevant Final Terms multiplied by the Inflation Index Ratio (as defined above).
- (iii) If the HICP Monthly Reference Index is not published in a timely manner, a substitute HICP Monthly Reference Index (the **"Substitute HICP Monthly Reference Index"**) shall be determined by the Calculation Agent in accordance with the following provisions:
 - I. If a provisional HICP Monthly Reference Index has already been published by Eurostat, such index shall automatically be used as the Substitute HICP Monthly Reference Index. Once the definitive HICP Monthly Reference Index is released, it would automatically apply from the day following its release to all calculations taking place from this date.
 - II. If no provisional HICP Monthly Reference Index is available, a substitute index shall be calculated on the basis of the most recently published figure adjusted as set out in the following formula:

Substitute HICP Monthly Reference Index_M =

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

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

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

Such that:

$$\text{HICP Monthly Reference Index} = \text{HICP Monthly Reference Index} \times \text{Key}$$

- (d) **Interest on Fixed to Floating Rate Notes:** Fixed to 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. Each Fixed to Floating Rate Notes shall bear interest on its outstanding nominal amount at a rate that:
- (i) at the relevant Issuer's option, the relevant Issuer may elect to convert (the "**Issuer Change of Interest Basis**") on the Interest Determination Date specified in the relevant Final Terms (the "**Switch Date**") from Fixed Rate (as defined in Condition 5(b) and specified in the relevant Final Terms) to Floating Rate (as defined in Condition 5(c) and specified in the relevant Final Terms) or from Floating Rate to Fixed Rate, it being specified that any Issuer Change of Interest Basis shall be notified by the relevant Issuer to the relevant Noteholders in accordance with Condition 15 within the period specified in the relevant Final Terms; or
 - (ii) automatically changes from Fixed Rate to Floating Rate or from Floating Rate to Fixed Rate on the Switch Date (the "**Automatic Change of Interest Basis**").
- (e) **Zero Coupon Notes:** Where a Note the Interest Basis of which is specified to be Zero Coupon is repayable prior to the Maturity Date and is not paid when due, the amount due and payable prior to the Maturity Date shall be the Early Redemption Amount of such Note. As from the Maturity Date, the Rate of Interest for any overdue principal of such a Note shall be a rate *per annum* (expressed as a percentage) equal to the Amortisation Yield (as described in Condition 6(j)(i)(B)).
- (f) **Accrual of Interest:** Interest shall cease to accrue on each Note on the due date for redemption unless (i) in the case of Dematerialised Notes, on such due date or (ii) in the case of Materialised Notes, upon due presentation, payment is improperly withheld or refused, in which event interest shall continue to accrue (as well after as before judgement) at the Rate of Interest in the manner provided in this Condition 5 to the Relevant Date.
- (g) **Deferral of interest:** In respect of Banque Accord, payment of interest on Undated Subordinated Notes may be postponed in accordance with applicable French banking laws and regulations and in particular Article 4(c) of Regulation no. 90-02 dated 23 February 1990 of the CRBF as amended from time to time.

In the case of Undated Subordinated Notes issued by any of the Issuers, interest shall be payable on each Compulsory Interest Payment Date (as defined below) in respect of the interest accrued in the Interest Period ending on the day immediately preceding such date. On any Optional Interest Payment Date (as defined below), interest accrued in the Interest Period ending on the day immediately preceding such date may be paid (if the relevant Issuer so elects) but the relevant Issuer shall not have any obligation to make such payment and any such failure to pay shall not constitute a default under the Notes or for any other purpose. Notice of any Optional Interest Payment Date shall (so long as the rules of the relevant Regulated Market(s) so require) be given to the Noteholders in accordance with Condition 15 and to the relevant Regulated Market(s) on which the Notes are admitted to trading, as the case may be. Such notice shall be given at least seven (7) days prior to the relevant Optional Interest Payment Date(s). Any interest not paid on an Optional Interest Payment Date shall, so long as the same remains unpaid, constitute "**Arrears of Interest**" which term shall include interest on such unpaid interest as referred to below. Arrears of Interest may, at the option of the relevant Issuer, be paid in whole or in part at any time upon the expiration of not less than seven (7) days' notice to such effect given to the Noteholders in accordance with Condition 15 provided that all Arrears of Interest on all Undated Subordinated Notes outstanding shall become due in full on whichever is the earliest of:

- (i) the Interest Payment Date immediately following the date upon which the *Assemblée Générale* of the shareholders of the relevant Issuer passed a resolution to pay a dividend on the ordinary share capital of the relevant Issuer,

- (ii) the commencement of a liquidation or dissolution of the relevant Issuer, and
- (iii) any redemption date under the relevant Notes.

If notice is given by the relevant Issuer of its intention to pay the whole or part of Arrears of Interest, the relevant Issuer shall be obliged to do so upon the expiration of such notice. When Arrears of Interest are paid in part, each such payment shall be applied in or towards satisfaction of the full amount of the Arrears of Interest accrued in respect of the earliest Interest Period in respect of which Arrears of Interest have accrued and have not been paid in full. Arrears of Interest shall (to the extent permitted by law) bear interest accruing (but only, in accordance with Article 1154 of the French *Code civil*, after such interest has accrued for a period of one (1) year) and compounding on the basis of the exact number of days which have elapsed at the prevailing rate of interest on the Undated Subordinated Notes in respect of each relevant Interest Period. For these purposes the following expressions have the following meanings:

"Compulsory Interest Payment Date" means any Interest Payment Date unless at the *Assemblée Générale* of the shareholders of the relevant Issuer immediately preceding such date which was required to approve the annual accounts of the relevant Issuer for the fiscal year ended prior to such *Assemblée Générale*, no resolution was passed to pay a dividend on the ordinary share capital of the relevant Issuer in respect of such previous fiscal year.

"Optional Interest Payment Date" means any Interest Payment Date, as the case may be, other than a Compulsory Interest Payment Date.

(h) **Margin, Maximum/Minimum Rates of Interest, Instalment Amounts and Redemption Amounts and Rounding:**

- (i) If any Margin is specified in the relevant Final Terms (either (x) generally, or (y) in relation to one (1) or more Interest Accrual Periods), an adjustment shall be made to all Rates of Interest, in the case of (x), or the Rates of Interest for the specified Interest Accrual Periods, in the case of (y), calculated in accordance with Condition 5(c) above by adding (if a positive number) or subtracting the absolute value (if a negative number) of such Margin, subject always to the next paragraph;
 - (ii) If any Maximum or Minimum Rate of Interest, Instalment Amount or Redemption Amount is specified in the relevant Final Terms, then any Rate of Interest, Instalment Amount or Redemption Amount shall be subject to such maximum or minimum, as the case may be;
 - (iii) For the purposes of any calculations required pursuant to these Conditions (unless otherwise specified), (x) all percentages resulting from such calculations shall be rounded, if necessary, to the nearest one hundred-thousandth of a percentage point (with halves being rounded up), (y) all figures shall be rounded to seven (7) significant figures (with halves being rounded up) and (z) all currency amounts that fall due and payable shall be rounded to the nearest unit of such currency (with halves being rounded up), save in the case of yen, which shall be rounded down to the nearest yen. For these purposes **"unit"** means the lowest amount of such currency that is available as legal tender in the country(ies) of such currency.
- (i) **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 (or a formula for its calculation) 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 (or be calculated in accordance with such formula). Where any Interest Period comprises two (2) 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.

- (j) **Determination and Publication of Rates of Interest, Interest Amounts, Final Redemption Amounts, Optional Redemption Amounts, Make-Whole Redemption Amounts, Early Redemption Amounts and Instalment Amounts:** As soon as practicable after the relevant time on such date as the Calculation Agent may be required to calculate any rate or amount, obtain any quotation or make any determination or calculation, it shall determine such rate and calculate the Interest Amounts in respect of each Specified Denomination of the Notes for the relevant Interest Accrual Period, calculate the Final Redemption Amount, Optional Redemption Amount, Make-Whole Redemption Amount, Early Redemption Amount or Instalment Amount, obtain such quotation or make such determination or calculation, as the case may be, and cause the Rate of Interest and the Interest Amounts for each Interest Period and the relevant Interest Payment Date and, if required to be calculated, the Final Redemption Amount, Optional Redemption Amount, Make-Whole Redemption Amount, Early Redemption Amount or any Instalment Amount, to be notified to the Fiscal Agent, the relevant Issuer, each of the Paying Agents, the Noteholders, any other Calculation Agent appointed in respect of the Notes that is to make a further calculation upon receipt of such information and, if the Notes are listed and admitted to trading on a Regulated Market and the rules of such Regulated Market so require, such Regulated Market as soon as possible after their determination but in no event later than (i) the commencement of the relevant Interest Period, if determined prior to such time, in the case of notification to such Regulated Market of a Rate of Interest and Interest Amount, or (ii) in all other cases, the fourth Business Day after such determination. Where any Interest Payment Date or Interest Period Date is subject to adjustment pursuant to Condition 5(c)(ii), the Interest Amounts and the Interest Payment Date so published may subsequently be amended (or appropriate alternative arrangements made by way of adjustment) without notice in the event of an extension or shortening of the Interest Period. If the Notes become due and payable under Condition 9, the accrued interest and the Rate of Interest payable in respect of the Notes shall nevertheless continue to be calculated as previously in accordance with this Condition but no publication of the Rate of Interest or the Interest Amount so calculated need be made. The determination of any rate or amount, the obtaining of each quotation and the making of each determination or calculation by the Calculation Agent(s) shall (in the absence of manifest error) be final and binding upon all parties.
- (k) **Calculation Agent and Reference Banks:** The relevant Issuer shall procure that there shall at all times be four (4) 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 relevant 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, Instalment Amount, Final Redemption Amount, Early Redemption Amount, Optional Redemption Amount or Make-Whole Redemption Amount, as the case may be, or to comply with any other requirement, the relevant 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 office or any other office actively involved in such market) to act as such in its place. The Calculation Agent may not resign its duties without a successor having been appointed as aforesaid. So long as the Notes are listed and admitted to trading on any Regulated Market and the rules of, or applicable to, that Regulated Market so require, notice of any change of Calculation Agent shall be given in accordance with Condition 15.

6. Redemption, Purchase and Options

- (a) **Final Redemption:** Unless previously redeemed, purchased and cancelled as provided below, each Note shall be finally redeemed on the Maturity Date specified in the relevant Final Terms at its Final Redemption Amount or, in the case of a Note falling within Condition 6(b) below, its final Instalment Amount. The Maturity Date in relation to Subordinated Notes issued by Banque Accord the proceeds of which constitute Tier 2 Capital will be such minimum maturity as required from time to time by applicable legal and/or regulatory requirements.
- (b) **Redemption by Instalments:** Unless previously redeemed, purchased and cancelled as provided in this Condition 6 or the relevant Instalment Date (being one of the dates so specified in the relevant Final Terms) is extended pursuant to any Issuer's or Noteholder's option in accordance with Condition 6(c) or 6(h), each Note that provides for Instalment Dates and Instalment Amounts shall be partially redeemed on each Instalment Date at the related Instalment Amount specified in the relevant Final Terms. The outstanding nominal amount of each such Note shall be reduced by the Instalment Amount (or, if such Instalment Amount is calculated by reference to a proportion of the nominal amount of such Note, such proportion) for all purposes with effect from the related Instalment Date, unless payment of the Instalment Amount is improperly withheld or refused (i) in the case of Dematerialised Notes, on the due date for such payment or (ii) in the case of Materialised Notes, on presentation of the related Receipt, in which case, such amount shall remain outstanding until the Relevant Date relating to such Instalment Amount.
- (c) **Redemption at the Option of the Issuer, Exercise of Issuer's Options and Partial Redemption:** If a call option is specified in the relevant Final Terms, the relevant Issuer may, subject, in the case of Subordinated Notes issued by Banque Accord the proceeds of which constitute Tier 2 Capital, to the prior approval of the *Secrétariat Général* of the *Autorité de contrôle prudentiel et de résolution* and subject to compliance by such relevant Issuer with all the relevant laws, regulations and directives and on giving not less than fifteen (15) nor more than thirty (30) calendar days' irrevocable notice in accordance with Condition 15 to the Noteholders (or such other notice period as may be specified in the relevant Final Terms) redeem, or exercise any Issuer's option (as may be described) in relation to, all or, if so provided in the relevant Final Terms, some, of the Notes on any Optional Redemption Date or Option Exercise Date, as the case may be. Any such redemption of Notes shall be at their optional redemption amount equal to the nominal amount to be redeemed specified in the relevant Final Terms (the "**Optional Redemption Amount**") together with interest accrued to the date fixed for redemption (including, where applicable, any Arrears of Interest), if any. Any such redemption or exercise 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, or the relevant Issuer's option shall be exercised, on the date specified in such notice in accordance with this Condition.

In the case of a partial redemption or a partial exercise of an Issuer's option in respect of Materialised Notes, the notice to holders of such Materialised Notes shall also contain the numbers of the Definitive Materialised Notes to be redeemed or in respect of which such option has been exercised, 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 requirements of the Regulated Market on which the Notes are listed and admitted to trading.

In the case of a partial redemption of or a partial exercise of an Issuer's option in respect of Dematerialised Notes of any Series, the redemption may be effected, at the option of the

relevant Issuer, either (i) by reducing the nominal amount of all such Dematerialised Notes in proportion to the aggregate nominal amount redeemed or (ii) by redeeming in full some only of such Dematerialised Notes and, in such latter case, the choice between those Dematerialised Notes that will be fully redeemed and those Dematerialised Notes that will not be redeemed shall be made in accordance with Article R.213-16 of the French *Code monétaire et financier*, subject to compliance with any other applicable laws and requirements of the Regulated Market on which the Notes are listed and admitted to trading.

So long as the Notes are listed and admitted to trading on a Regulated Market, the relevant Issuer shall, each time there has been a partial redemption of the Notes, cause to be published (i) as long as such Notes are admitted to trading on the Regulated Market of the Luxembourg Stock Exchange and the rules of such Stock Exchange so permit, on the website of the Luxembourg Stock Exchange (www.bourse.lu) or (ii) in a leading newspaper with general circulation in the city where the Regulated Market on which such Notes are listed and admitted to trading is located, which in the case of the Regulated Market of the Luxembourg Stock Exchange is expected to be the *Luxemburger Wort*, a notice specifying the aggregate nominal amount of Notes outstanding and, in the case of Materialised Notes, a list of any Definitive Materialised Notes drawn for redemption but not surrendered.

- (d) **Make-Whole Redemption Option:** If a Make-Whole Redemption Option is specified in the relevant Final Terms, the relevant Issuer may, subject, in the case of Subordinated Notes issued by Banque Accord the proceeds of which constitute Tier 2 Capital, to the prior approval of the *Secrétariat Général* of the *Autorité de contrôle prudentiel et de résolution* and subject to compliance by such relevant Issuer with all the relevant laws, regulations and directives and on giving:

- (A) not less than fifteen (15) nor more than thirty (30) calendar days' notice in accordance with Condition 15 to the Noteholders (or such other notice period as may be specified in the relevant Final Terms); and
- (B) not less than fifteen (15) calendar days before the giving of the notice referred to in paragraph (A) above, notice to the Fiscal Agent, the Calculation Agent and such other parties as may be specified in the Final Terms (or such other notice period as may be specified in the relevant Final Terms),

(which notices shall be irrevocable and shall specify the date fixed for redemption (the "**Make-Whole Redemption Date**")), redeem all or some only of the Notes then outstanding at any time prior to their Maturity Date at their Make-Whole Redemption Amount. On or not later than the Business Day immediately following the Calculation Date, the Calculation Agent shall notify the relevant Issuer, the Fiscal Agent, the Noteholders and such other parties as may be specified in the relevant Final Terms of the Make-Whole Redemption Amount. All Notes in respect of which any such notice referred to in sub-paragraph (A) above is given shall be redeemed on the relevant Make-Whole Redemption Date in accordance with this Condition.

For the purposes of this Condition, the following defined terms shall have the meanings set out below:

"Benchmark Rate" means (i) the average of the four (4) quotations given by the Reference Dealers of the mid-market annual yield to maturity of the Reference Security on the Calculation Date at 11.00 a.m. (Central European time ("**CET**")) or (ii) the Reference Screen Rate. The Benchmark Rate will be published by the relevant Issuer in accordance with Condition 15;

"Calculation Date" means the third Business Day (as defined in Condition 5(a)) prior to the Make-whole Redemption Date;

"Make-Whole Redemption Amount" means an amount in the Specified Currency of the relevant Notes, determined by the Calculation Agent, equal to the sum rounded to the nearest cent (half a cent being rounded upwards) of

- (i) the greater of (x) the Final Redemption Amount of such Notes and (y) the sum of the present values as at the Make-Whole Redemption Date of the remaining scheduled payments of principal and interest on such Notes (excluding any interest accrued but not paid on such Notes (including, where applicable, any Arrears of Interest) from, and including, the Interest Payment Date or, as the case may be, the Interest Commencement Date immediately preceding such Make-Whole Redemption Date to, but excluding, the Make-Whole Redemption Date) discounted from the Maturity Date to the Make-Whole Redemption Date on the basis of the relevant Day Count Fraction at a rate equal to the Make-Whole Redemption Rate; and
- (ii) any interest accrued but not paid on such Notes (including, where applicable, any Arrears of Interest) from, and including, the Interest Payment Date or, as the case may be, the Interest Commencement Date immediately preceding such Make-Whole Redemption Date to, but excluding, the Make-Whole Redemption Date;

"Make-Whole Redemption Margin" means the rate *per annum* specified in the relevant Final Terms;

"Make-Whole Redemption Rate" means the sum, as calculated by the Calculation Agent, of the Benchmark Rate and the Make-Whole Redemption Margin;

"Reference Dealers" means each of the four (4) banks selected by the Calculation Agent which are primary European government security dealers, and their respective successors, or makers in pricing corporate bond issues or such other banks as specified in the relevant Final Terms and their respective successor;

"Reference Security" means the security specified as such in the relevant Final Terms. If the Reference Security is no longer outstanding, a Similar Security will be chosen by the Calculation Agent on the Calculation Date at 2.00 p.m. (CET), quoted in writing by the Calculation Agent to the relevant Issuer and published in accordance with Condition 15;

"Reference Screen Rate" means the screen rate specified as such in the relevant Final Terms and any successor thereto; and

"Similar Security" means a reference bond or reference bonds issued by the relevant Issuer of the Reference Security having actual or interpolated maturity comparable with the remaining term of the Notes that would be utilised, at the time of selection and in accordance with customary financial practice, in pricing new issues of corporate debt securities of comparable maturity to the remaining term of the Notes.

The determination of any rate or amount, the obtaining of each quotation and the making of each determination or calculation by the Calculation Agent shall (in the absence of manifest error) be final and binding upon all parties.

In the case of a partial redemption in respect of Materialised Notes, 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 requirements of the Regulated Market on which the Notes are listed and admitted to trading.

In the case of a partial redemption in respect of Dematerialised Notes of any Series, the redemption may be effected, at the option of the relevant Issuer, either (i) by reducing the nominal amount of all such Dematerialised Notes in proportion to the aggregate nominal amount redeemed in which case (a) any such redemption or exercise 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) and (b) the Calculation Agent shall determine the Make-Whole Redemption Amount on the basis of the proportion of such aggregate nominal amount so redeemed or (ii) by redeeming in full some only of such Dematerialised Notes and, in such latter case, the choice between those Dematerialised Notes that will be fully redeemed and those Dematerialised Notes that will not be redeemed shall be made in accordance with Article R.213-16 of the French *Code monétaire et financier*, subject to compliance with any other applicable laws and requirements of the Regulated Market on which the Notes are listed and admitted to trading.

So long as the Notes are listed and admitted to trading on a Regulated Market, the relevant Issuer shall, each time there has been a partial redemption of the Notes, cause to be published (i) as long as such Notes are admitted to trading on the Regulated Market of the Luxembourg Stock Exchange and the rules of such Stock Exchange so permit, on the website of the Luxembourg Stock Exchange (www.bourse.lu) or (ii) in a leading newspaper with general circulation in the city where the Regulated Market on which such Notes are listed and admitted to trading is located, which in the case of the Regulated Market of the Luxembourg Stock Exchange is expected to be the *Luxemburger Wort*, a notice specifying the aggregate nominal amount of Notes outstanding and, in the case of Materialised Notes, a list of any Definitive Materialised Notes drawn for redemption but not surrendered.

- (e) **Residual Maturity Call Option:** If a Residual Maturity Call Option is specified in the relevant Final Terms, the relevant Issuer may, subject, in the case of Subordinated Notes issued by Banque Accord the proceeds of which constitute Tier 2 Capital, to the prior approval of the *Secrétariat Général* of the *Autorité de contrôle prudentiel et de résolution* and subject to compliance by such relevant Issuer with all the relevant laws, regulations and directives and on giving not less than fifteen (15) nor more than thirty (30) calendar days' irrevocable notice in accordance with Condition 15 to the Noteholders redeem all, but not some only, of the Notes at their Optional Redemption Amount together with interest accrued to the date fixed for redemption (including, where applicable, any Arrears of Interest), no earlier than three (3) months before the Maturity Date.
- (f) **Clean-up Call Option:** If a Clean-up Call Option is specified in the relevant Final Terms, the relevant Issuer may, subject, in the case of Subordinated Notes issued by Banque Accord the proceeds of which constitute Tier 2 Capital, to the prior approval of the *Secrétariat Général* of the *Autorité de contrôle prudentiel et de résolution* and subject to compliance by such relevant Issuer with all the relevant laws, regulations and directives and on giving not less than fifteen (15) nor more than thirty (30) calendar days' irrevocable notice in accordance with Condition 15 to the Noteholders, redeem all, but not some only, of the Notes, at any time prior to their Maturity Date, at their Optional Redemption Amount together with interest accrued to the date fixed for redemption (including, where applicable, any Arrears of Interest), as long as the aggregate principal amount outstanding of the Notes of the relevant Series is equal to 20 per cent. or less of the aggregate principal amount of Notes issued on the Issue Date of all Tranches of the relevant Series.
- (g) **Redemption at the Option of the Issuer following a Rate of Interest Increase Event:** Upon the first occurrence of a Rate of Interest Increase Event as defined in Condition 14, the relevant Issuer may, subject to having given not more than thirty (30) nor less than fifteen (15) calendar days' prior notice to the Noteholders in accordance with Condition 15 (which notice shall be irrevocable), redeem the relevant Notes (either in whole or in part) on any date falling not more than forty-five (45) calendar days after the Rate of Interest Increase Date (the "**Optional Redemption Date**") at their Optional Redemption Amount plus any interest accrued up to and including the Optional Redemption Date (including, where applicable, any Arrears of Interest).
- (h) **Redemption at the Option of Noteholders and Exercise of Noteholders' Options:** If a Put

Option is specified in the relevant Final Terms, and provided, if the relevant Issuer is Banque Accord, that the relevant Note is not a Subordinated Note the proceeds of which constitute Tier 2 Capital, the relevant Issuer shall, at the option of the Noteholder, upon the Noteholder giving not less than fifteen (15) nor more than thirty (30) calendar days' notice to the relevant Issuer (or such other notice period as may be specified in the relevant Final Terms) redeem such Note on the Optional Redemption Date(s) at its Optional Redemption Amount together with interest accrued to the date fixed for redemption including, where applicable, any Arrears of Interest.

To exercise such option or any other Noteholders' option that may be set out in the relevant Final Terms (which must be exercised on an Option Exercise Date) 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 from any Paying Agent, within the notice period. In the case of Materialised Notes, the Exercise Notice shall have attached to it the relevant Notes (together with all unmatured Receipts and 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 Principal Paying Agent as specified in the Exercise Notice. No option so exercised and, where applicable, no Note so deposited or transferred, may be withdrawn without the prior consent of the relevant Issuer.

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

Final Redemption Amount = IIR x nominal amount of the Notes

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

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

- (j) **Early Redemption:**

- (i) *Zero Coupon Notes:*

- (A) The Early Redemption Amount payable in respect of any Zero Coupon Note upon redemption of such Note pursuant to Condition 6(k) or Condition 6(n) or upon it becoming due and payable as provided in Condition 9 shall be the Amortised Nominal Amount (calculated as provided below) of such Note.
- (B) Subject to the provisions of sub-paragraph (C) below, the Amortised Nominal Amount of any such Zero Coupon Note shall be the scheduled Final Redemption Amount of such Note on the Maturity Date discounted at a rate *per annum* (expressed as a percentage) equal to the Amortisation Yield (which, if none is shown in the relevant Final Terms, shall be such rate as would produce an Amortised Nominal Amount equal to the issue price of the Notes if they were discounted back to their issue price on the Issue Date) compounded annually.
- (C) If the Early Redemption Amount payable in respect of any such Note upon its redemption pursuant to Condition 6(k) or Condition 6(n) or upon it becoming due and payable as provided in Condition 9 is not paid when due, the Early Redemption Amount due and payable in respect of such Note shall be the Amortised Nominal Amount of such Note as defined in sub-paragraph (B) above, except that such sub-paragraph shall have effect as though the date on which the

Amortised Nominal Amount becomes due and payable was the Relevant Date. The calculation of the Amortised Nominal Amount in accordance with this subparagraph 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(f).

Where such calculation is to be made for a period of less than one (1) year, it shall be made on the basis of the Day Count Fraction shown in the relevant Final Terms.

(ii) *Inflation Linked Notes:*

- (A) If the relevant Final Terms provides that Condition 6(j)(ii) shall apply in respect of Inflation Linked Notes, the Early Redemption Amount in respect of Inflation Linked Notes will be determined by the Calculation Agent on the following basis:

Early Redemption Amount = IIR x nominal amount of the Notes

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

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

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

- (iii) *Other Notes:* The Early Redemption Amount payable in respect of any Note (other than Notes described in (i) above), upon redemption of such Note pursuant to Condition 6(k), or upon it becoming due and payable as provided in Condition 9 shall be the Final Redemption Amount together with interest accrued to the date fixed for redemption (including, where applicable, any Arrears of Interest).

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

- (i) If, by reason of any change in, or any change in the official application or interpretation of, French law, becoming effective after the Issue Date, the relevant Issuer would on the occasion of the next payment of principal or interest due in respect of the Notes, not be able to make such payment without having to pay additional amounts as specified under Condition 8 below, the relevant Issuer may, at its option, on any Interest Payment Date or, if so specified in the relevant Final Terms, at any time, subject to having given not more than forty-five (45) nor less than thirty (30) calendar days' notice to the Noteholders (which notice shall be irrevocable), in accordance with Condition 15, and, in the case of Subordinated Notes issued by Banque Accord the proceeds of which

constitute Tier 2 Capital, subject to the prior approval of the *Secrétariat Général* of the *Autorité de contrôle prudentiel et de résolution*, redeem all, but not some only, of the Notes at their Early Redemption Amount together with, unless otherwise specified in the Final Terms, any interest accrued to the date set for redemption (including, where applicable, any Arrears of Interest) provided that the due date for redemption of which notice may be given shall be no earlier than the latest practicable date on which the relevant Issuer could make payment of principal and interest without withholding for such French taxes.

- (ii) If the relevant Issuer would, on the next payment of principal or interest in respect of the Notes, be prevented by French law from making payment to the Noteholders or, if applicable, Couponholders of the full amounts then due and payable, notwithstanding the undertaking to pay additional amounts contained in Condition 8 below, then the relevant Issuer, shall forthwith give notice of such fact to the Fiscal Agent and the relevant Issuer shall upon giving not less than seven (7) calendar days' prior notice to the Noteholders in accordance with Condition 15, and, in the case of Subordinated Notes issued by Banque Accord the proceeds of which constitute Tier 2 Capital, subject to the prior approval of the *Secrétariat Général* of the *Autorité de contrôle prudentiel et de résolution* redeem all, but not some only, of the Notes then outstanding at their Early Redemption Amount together with, unless otherwise specified in the Final Terms, any interest accrued to the date set for redemption (including, where applicable, any Arrears of Interest) on
 - (A) the latest practicable Interest Payment Date on which the relevant 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 relevant Issuer could make payment of the full amount then due and payable in respect of the Notes and (ii) fourteen (14) calendar 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 relevant Issuer could make payment of the full amount payable in respect of the Notes, or, if applicable, Receipts or Coupons or, if that date is passed, as soon as practicable thereafter.
- (l) **Purchases:** The relevant Issuer shall have the right at all times to purchase Notes (provided that, in the case of Materialised Notes, all unmatured Receipts and Coupons and unexchanged Talons relating thereto are attached thereto or surrendered therewith) in the open market or otherwise at any price, subject to applicable laws and/or regulations. The Final Terms will specify whether Notes so purchased by the relevant Issuer may be held and resold in accordance with Articles L.213-1 A and D.213-1 A of the *Code monétaire et financier* for the purpose of enhancing the liquidity of the Notes. In the case of Subordinated Notes issued by Banque Accord the proceeds of which constitute Tier 2 Capital, any such purchase will be subject to the prior approval of the *Secrétariat Général* of the *Autorité de contrôle prudentiel et de résolution* (i) if it relates (individually or when aggregated with any previous purchase(s)) to ten per cent. (10%) or more of the principal amount of the Notes or (ii) if such purchase is made in the context of an *Offre Publique d'Achat* (OPA) (a public purchase offer) or an *Offre Publique d'Echange* (OPE) (a public exchange offer).
- (m) **Cancellation:** All Notes purchased by or on behalf of the relevant Issuer for cancellation must be cancelled, in the case of Dematerialised Notes, by transfer to an account in accordance with the rules and procedures of Euroclear France and, in the case of Materialised Notes, by surrendering the relevant Temporary Global Certificate or the Definitive Materialised Notes in question together with all unmatured Receipts and 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 relevant 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 Receipts and Coupons and unexchanged Talons attached thereto or surrendered therewith). Any Notes so cancelled or, where applicable, transferred or surrendered for cancellation may not be reissued or resold and the obligations of the relevant Issuer in respect of any such Notes shall be discharged.

- (n) **Illegality:** 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, it would become unlawful for the relevant Issuer to perform or comply with one or more of its obligations under the Notes, the relevant Issuer will, 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 15, 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 (including, where applicable, any Arrears of Interest).

7. Payments and Talons

- (a) **Dematerialised Notes:** Payments of principal and interest (including, for the avoidance of doubt, any Arrears of Interest, where applicable) in respect of Dematerialised Notes shall be made (i) in the case of Dematerialised Notes in bearer form (*au porteur*) or administered registered form (*au nominatif administré*), by transfer to the account denominated in the relevant currency of the relevant Account Holders for the benefit of the Noteholders and (ii) in the case of Dematerialised Notes in fully registered form (*au nominatif pur*), to an account denominated in the relevant currency with a Bank (as defined below) designated by the Noteholders. All payments validly made to such Account Holders or Bank will constitute an effective discharge of the relevant Issuer in respect of such payments.
- (b) **Materialised Notes:** Payments of principal and interest (including, for the avoidance of doubt, any Arrears of Interest, where applicable) in respect of Materialised Notes shall, subject as mentioned below, be made against presentation and surrender of the relevant Receipts (in the case of payments of Instalment Amounts other than on the due date for redemption and provided that the Receipt is presented for payment together with its relative Note), Materialised Notes (in the case of all other payments of principal and, in the case of interest, as specified in Condition 7(f)(vi)) or Coupons (in the case of interest, save as specified in Condition 7(f)(vi)), as the case may be, at the specified office of any Paying Agent outside the United States by a cheque payable in the relevant currency drawn on, or, at the option of the Noteholder, by transfer to an account denominated in such currency with, a Bank and in compliance with applicable U.S. Treasury regulations.

"Bank" means a bank in the principal financial centre for such currency or, in the case of euro, in a city in which banks have access to the TARGET System.

- (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 relevant 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 relevant Issuer, any adverse tax consequence to the relevant Issuer.
- (d) **Payments subject to Fiscal Laws:** All payments are subject in all cases to any applicable fiscal or other laws, regulations and directives in the place of payment but without prejudice to

the provisions of Condition 8. No commission or expenses shall be charged to the Noteholders or Couponholders in respect of such payments.

- (e) **Appointment of Agents:** the Fiscal Agent, the Paying Agent and the Calculation Agent initially appointed under the Agency Agreement and their respective specified offices are listed below. The Fiscal Agent, the Paying Agents and the Registration Agent act solely as agents of each Issuer and the Calculation Agent(s) act(s) as independent expert(s) and, in each case such, do not assume any obligation or relationship of agency for any Noteholder or Couponholder. The Issuers reserve the right at any time to vary or terminate the appointment of the Fiscal Agent, any other Paying Agent, the Registration Agent or the Calculation Agent(s) and to appoint additional or other Paying Agents, provided that the Issuers shall at all times maintain (i) a Fiscal Agent, (ii) one or more Calculation Agent(s) where the Conditions so require, (iii) Paying Agents having specified offices in at least two (2) major European cities (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, such other city where the Notes are admitted to trading), (iv) in the case of Dematerialised Notes in fully registered form, a Registration Agent, (v) a Paying Agent with a specified office in a European Union Member State that will not be obliged to withhold or deduct tax pursuant to any directive implementing the conclusions of the ECOFIN Council meeting of 26-27 November 2000 or any subsequent meeting of the ECOFIN Council on the taxation of savings income or any law implementing or complying with, or introduced in order to conform to, such directive and (vi) such other agents as may be required by the rules of any other Regulated Market on which the Notes may be listed and admitted to trading.

In addition, the Issuers 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 Noteholders in accordance with Condition 15.

- (f) **Unmatured Coupons and Receipts and unexchanged Talons:**

- (i) Unless Materialised Notes provide that the relative Coupons are to become void upon the due date for redemption of those Notes, Materialised Notes should be surrendered for payment together with all unmaturing Coupons (if any) relating thereto, failing which an amount equal to the face value of each missing unmaturing Coupon (together, where applicable, with the amount of any Arrears of Interest corresponding to such Coupon) (or, in the case of payment not being made in full, that proportion of the amount of such missing unmaturing Coupon (together, where applicable, with the amount of any Arrears of Interest corresponding to such Coupon) that the sum of principal so paid bears to the total principal due) shall be deducted from the Final Redemption Amount, Amortised Nominal Amount, Early Redemption Amount or Optional Redemption Amount, as the case may be, due for payment. Any amount so deducted shall be paid in the manner mentioned above against surrender of such missing Coupon within a period of ten (10) years from the Relevant Date for the payment of such principal (whether or not such Coupon has become void pursuant to Condition 10).
- (ii) If Materialised Notes so provide, upon the due date for redemption of any such Materialised Note, unmaturing Coupons relating to such Note (whether or not attached) shall become void and no payment shall be made in respect of them.
- (iii) Upon the due date for redemption of any Materialised Note, any unexchanged Talon relating to such Note (whether or not attached) shall become void and no Coupon shall be delivered in respect of such Talon.

- (iv) Upon the due date for redemption of any Materialised Note that is redeemable in instalments, all Receipts relating to such Materialised Note having an Instalment Date falling on or after such due date (whether or not attached) shall become void and no payment shall be made in respect of them.
 - (v) Where any Materialised Note that provides that the relative unmatured Coupons are to become void upon the due date for redemption of those Notes is presented for redemption without all unmatured Coupons, and where any such Note is presented for redemption without any unexchanged Talon relating to it, redemption shall be made only against the provision of such indemnity as the Issuers may require.
 - (vi) If the due date for redemption of any Materialised Note is not a due date for payment of interest, interest accrued from the preceding due date for payment of interest or the Interest Commencement Date, as the case may be, (including, for the avoidance of doubt, any Arrears of Interest if applicable) shall only be payable against presentation (and surrender if appropriate) of the relevant Definitive Materialised Note. Interest accrued on a Materialised Note that only bears interest after its Maturity Date shall be payable on redemption of such Note against presentation of the relevant Materialised Notes.
- (g) **Talons:** On or after the Interest Payment Date for the final Coupon forming part of a Coupon sheet issued in respect of any Materialised Note, the Talon forming part of such Coupon sheet may be surrendered at the specified office of the Fiscal Agent in exchange for a further Coupon sheet (and if necessary another Talon for a further Coupon sheet) (but excluding any Coupons that may have become void pursuant to Condition 10), provided that, in respect of Notes listed on the Official List of the Luxembourg Stock Exchange and admitted to trading on the Regulated Market of the Luxembourg Stock Exchange, such exchange shall always take place at the specified office of the Fiscal Agent or of the Paying Agent, as a case may be, in Luxembourg.
- (h) **Non-Business Days:** If any date for payment in respect of any Note, Receipt or Coupon is not a business day, the Noteholder, Receiptholder or Couponholder 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.

8. Taxation

(a) Tax exemption:

All payment of principal, interest and other revenues by or on behalf of the Issuers 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 or interest in respect of any Note, Receipt or Coupon be subject to deduction or withholding in respect of any present or future taxes or duties whatsoever levied by the Republic of France, the relevant Issuer, to the fullest extent then permitted by law, shall pay such additional amounts as shall result in receipt by the Noteholders or, if applicable, the Receiptholders and the Couponholders,

as the case may be, of such amounts as would have been received by them had no such withholding or deduction been required, except that no such additional amounts shall be due by the relevant Issuer with respect to any Note, Receipt or Coupon, as the case may be:

- (i) **Other connection:** to, or to a third party on behalf of, a Noteholder, Receiptholder or Couponholder (including a beneficial owner (*ayant droit*)), 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, Receipt or Coupon; or
- (ii) **Presentation more than thirty (30) calendar days after the Relevant Date:** in the case of Materialised Notes, more than thirty (30) calendar days after the Relevant Date except to the extent that the Noteholder, Receiptholder or Couponholder, as the case may be, would have been entitled to such additional amounts on presenting it for payment on the thirtieth such calendar day; or
- (iii) **Payment made pursuant to any directive on the taxation of savings income:** where such withholding or deduction is imposed on a payment required to be made pursuant to any directive implementing the conclusions of the ECOFIN Council Meeting of 26 and 27 November 2000 or any subsequent meeting of the ECOFIN Council on the taxation of savings income or any law implementing or complying with, or introduced in order to conform to, such directive; or
- (iv) **Payment by another Paying Agent:** Definitive Materialised Notes presented for payment by or on behalf of a holder who would have been able to avoid such withholding or deduction by presenting the relevant Note, Receipt or Coupon to another Paying Agent in a Member State of the European Union; or
- (v) **Notes that are neither listed nor admitted to the clearing operations of a central depository:** that is neither admitted (i) 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, an investment services provider, or by a similar foreign entity, provided further that such market operator, investment services provider or entity is not located in a Non-Cooperative State), nor, (ii) at the time of issuance, to the clearing operations of a central depository or of a securities clearing, delivery and payments 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) and where such withholding or deduction is imposed solely by reason of such payments being made, or accrued to a Noteholder established or domiciled in, a Non-Cooperative State or receiving payments under such Note in a bank account opened in a financial institution located in a Non-Cooperative State.

References in these Conditions to (i) "**principal**" shall be deemed to include any premium payable in respect of the Notes, all Instalment Amounts, Final Redemption Amounts, Early Redemption Amounts, Optional Redemption Amounts, Make-Whole Redemption Amounts, Amortised Nominal Amounts and all other amounts in the nature of principal payable pursuant to Condition 6 or any amendment or supplement to it, (ii) "**interest**" shall be deemed to include all Interest Amounts and all other amounts (including, for the avoidance of doubt, all arrears of interest) payable pursuant to Condition 6 or any amendment or supplement to it and (iii) "**principal**" and/or "**interest**" shall be deemed to include any additional amounts that may be payable under this Condition.

9. Events of Default

The Representative (as defined under Condition 11(b)), upon request of any Noteholder, may, upon written notice to the relevant Issuer and the Fiscal Agent given before all defaults shall have been

remedied, cause all the Notes held by such Noteholder to become immediately due and payable, whereupon such Notes shall become immediately due and payable at their principal amount, plus accrued interest, without any other formality, if any of the following events (each an "**Event of Default**") shall occur:

(a) **Unsubordinated Notes:** In the case of Unsubordinated Notes:

- (i) the relevant Issuer is in default for more than fifteen (15) days for the payment of principal of, or interest on, any Note (including the payment of any additional amounts in accordance with Condition 8 (b)), when the same shall become due and payable; or
- (ii) the relevant Issuer is in default in the performance of, or compliance with, any of its other obligations under the Notes and such default has not been cured within thirty (30) days after the receipt by the Fiscal Agent of the written notice of such default by a Noteholder; or
- (iii) if Relevant Indebtedness (as defined in Condition 4 ("**Negative Pledge**")) of the relevant Issuer, for borrowed money in excess of Euro 100,000,000 (one hundred million) (or its equivalent in any other currency) shall become due and payable prior to its stated maturity as a result of a default thereunder, or any such Relevant Indebtedness shall not be paid when due or, as the case may be, within any applicable grace period (as originally agreed) therefore or any steps shall have been taken to enforce any security in respect of any such Relevant Indebtedness or any guarantee or indemnity given by the relevant Issuer for, or in respect of, any such Relevant Indebtedness of others shall not be honoured when due and called upon; or
- (iv) if the relevant Issuer, makes any proposal for a general moratorium in relation to its debt or a judgement is issued for reorganisation proceedings (*procédure de redressement judiciaire*) or for the judicial liquidation (*liquidation judiciaire*).

(b) **Subordinated Notes:** In the case of Subordinated Notes and in accordance with Condition 3(b), if any judgement shall be issued for the judicial liquidation (*liquidation judiciaire*) of the relevant Issuer or if the relevant Issuer is liquidated for any other reason then the Subordinated Notes shall become immediately due and payable, in accordance with Condition 4(b), at their principal amount together with any accrued interest to the date of payment without any further formality.

10. Prescription

Claims against the relevant Issuer for payment in respect of the Notes, Receipts and Coupons (which for this purpose shall not include Talons) shall be prescribed and become void unless made within five (5) years (in the case of principal and interest) from the appropriate Relevant Date in respect of them.

11. Representation of Noteholders

In respect of the representation of the Noteholders, the following shall apply:

- (a) If the relevant Final Terms specify "Full Masse", the Noteholders will, in respect of all Tranches in any Series, be grouped automatically for the defence of their common interests in a masse (in each case, the "**Masse**") and the provisions of the French *Code de commerce* relating to the Masse shall apply subject to the below provisions of this Condition 11(a).

The Masse will be a separate legal entity and will act in part through a representative (the "**Representative**") and in part through a general meeting of the Noteholders (the "**General Meeting**").

The names and addresses of the initial Representative of the Masse and its alternate will be set out in the relevant Final Terms. The Representative appointed in respect of the first Tranche of any Series of Notes will be the representative of the single Masse of all Tranches in such Series.

The Representative will be entitled to such remuneration in connection with its functions or duties as set out in the relevant Final Terms.

In the event of death, retirement, dissolution or revocation of appointment of the Representative, such Representative will be replaced by another Representative. In the event of the death, retirement, dissolution or revocation of appointment of the alternate Representative, an alternate will be elected by the General Meeting.

In accordance with Article R.228-71 of the French *Code de commerce*, the right of each Noteholder to participate in General Meetings will be evidenced by the entries in the books of the relevant Account Holder of the name of such Noteholder as of 0:00 Paris time, on the second business day in Paris preceding the date set of for the meeting of the relevant General Meeting.

The place where a General Meeting shall be held will be set out in the notice convening such General Meeting; or

- (b) If the relevant Final Terms specify "Contractual Masse", the Noteholders will, in respect of all Tranches of any Series, be grouped automatically for the defence of their common interests in a masse (in each case, the "**Masse**") which will be subject to the below provisions of this Condition 11(b).

The Masse will be governed by the provisions of the French *Code de commerce*, with the exception of Articles L.228-48, L.228-59, R.228-63, R.228-67 and R.228-69 and subject to the following provisions:

(i) **Legal Personality**

The Masse will be a separate legal entity and will act in part through a representative (the "**Representative**") and in part through a general meeting of the Noteholders (the "**General Meeting**").

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

(ii) **Representative**

The office of Representative may be conferred on a person of any nationality who agrees to perform such function. However, the following persons may not be chosen as Representatives:

- (A) none of the relevant Issuers, the members of their respective Board of Directors (*Conseil d'administration*) or Supervisory Board (*Conseil de surveillance*) and Management Board (*Directoire*), their general managers (*directeurs généraux*) (as the case may be), their statutory auditors, or their employees as well as their ascendants, descendants and spouses; or
- (B) companies guaranteeing all or part of the obligations of the Issuers, their respective managers (*gérants*), general managers (*directeurs généraux*) (as the case may be), members of their respective Board of Directors (*Conseil d'administration*) or Supervisory Board (*Conseil de surveillance*) and Management Board (*Directoire*), their statutory auditors, or employees as well as their ascendants, descendants and spouse; or
- (C) companies holding ten per cent. (10%) or more of the share capital of the Issuers or companies having ten per cent. (10%) or more of the share capital held by the relevant Issuer; or

- (D) persons to whom the practice of banker is forbidden or who have been deprived of the right of directing, administering or managing an enterprise in whatever capacity.

The names and addresses of the initial Representative of the Masse and its alternate will be set out in the relevant Final Terms. The Representative appointed in respect of the first Tranche of any Series of Notes will be the Representative of the single Masse of all Tranches in such Series.

The Representative will be entitled to such remuneration in connection with its functions or duties as set out in the relevant Final Terms.

In the event of death, retirement, dissolution or revocation of appointment of the Representative, such Representative will be replaced by the alternate Representative. In the event of the death, retirement, dissolution or revocation of appointment of the alternate Representative, an alternate will be elected by the General Meeting.

All interested parties will at all times have the right to obtain the names and addresses of the Representative and the alternate Representative at the head office of the relevant Issuer and the specified offices of any of the Paying Agents.

(iii) Powers of the Representative

The Representative shall (in the absence of any decision to the contrary of the General Meeting) have the power to take all acts of management necessary in order to defend the common interests of the Noteholders.

All legal proceedings against the Noteholders or initiated by them, must be brought by or against the Representative.

The Representative may not interfere in the management of the affairs of the Issuers.

(iv) General Meeting

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

Notice of the date, time, place and agenda of any General Meeting will be published as provided under Condition 15.

Each Noteholder has the right to participate in a General Meeting in person or by proxy. Each Note carries the right to one vote or, in the case of Notes issued with more than one (1) Specified Denomination, one vote in respect of each multiple of the lowest Specified Denomination comprised in the principal amount of the Specified Denomination of such Note.

In accordance with Article R.228-71 of the French *Code de commerce*, the rights of each holder of a Note to participate in a General Meeting must be evidenced by entries in the books of the relevant Account Holder of the name of such holder of a Note on the second business day in Paris preceding the date set for the relevant General Meeting at 0.00, Paris time.

(v) Powers of the General Meetings

The General Meeting is empowered to deliberate on the dismissal and replacement of the Representative and the alternate Representative and also may act with respect to any other matter that relates to the common rights, actions and benefits which now or in the

future may accrue with respect to the Notes, including authorising the Representative to act at law as plaintiff or defendant.

The General Meeting may further deliberate on any proposal relating to the modification of the Conditions including any proposal, whether for arbitration or settlement, relating to rights in controversy or which were the subject of judicial decisions, it being specified, however, that the General Meeting may not increase amounts payable to Noteholders, nor authorise or accept a postponement of the date of payment of interest on or a modification of the terms of repayment of or the rate of interest on the Notes nor establish any unequal treatment between the Noteholders, nor to decide to convert Notes into shares and that no amendment to the status of Subordinated Notes issued by Banque Accord the proceeds of which constitute Tier 2 Capital may be approved until the consent of the *Secrétariat Général* of the *Autorité de contrôle prudentiel et de résolution* has been obtained in relation to such amendment.

General Meetings may deliberate validly on first convocation only if Noteholders present or represented hold at least a fifth of the principal amount of the Notes then outstanding. On second convocation, no quorum shall be required. Decisions at meetings shall be taken by a two-third (2/3) majority of votes cast by Noteholders attending such General Meetings or represented thereat.

Decisions of General Meetings must be published in accordance with the provisions set forth in Condition 15.

(vi) **Information to Noteholders**

Each Noteholder or Representative thereof will have the right, during the fifteen (15)-day period preceding the holding of each General Meeting, to consult or make a copy of the text of the resolutions which will be proposed and of the reports 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 relevant Issuer, at the specified offices of any of the Paying Agents and at any other place specified in the notice of the General Meeting.

(vii) **Expenses**

The relevant Issuer will pay all expenses relating to the operation of the Masse, including expenses relating to the calling and holding of General Meetings and, more generally, all administrative expenses resolved upon by the General Meeting, it being expressly stipulated that no expenses may be imputed against interest payable under the Notes.

In respect of Conditions 11(a) and 11(b), the holders of Notes of the same Series, and the holders of Notes of any other Series which have been assimilated (*assimilées* for the purpose of French law) with the Notes of such first mentioned Series in accordance with Condition 13, shall, for the defence of their respective common interests, be grouped in a single Masse. The Representative appointed in respect of the first Tranche of any Series of Notes will be the Representative of the single Masse of all such Series.

For the avoidance of doubt, in this Condition 11, the term "outstanding" shall not include those Notes purchased by the relevant Issuer in accordance with Article L.213-1 A of the French *Code monétaire et financier* that are held by it and not cancelled.

12. Replacement of definitive Notes, Receipts, Coupons and Talons

If, in the case of any Materialised Notes, a Definitive Materialised Note, Receipt, Coupon or Talon is lost, stolen, mutilated, defaced or destroyed, it may be replaced, subject to applicable laws and regulations of the Regulated Market on which the Notes are listed and admitted to trading, at the specified office of the Fiscal Agent or such other Paying Agent as may from time to time be designated by the relevant 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, Receipt, Coupon or Talon is subsequently presented for payment or, as the case may be, for exchange for further Coupons, there shall be paid to the Issuers on demand the amount payable by the relevant Issuer in respect of such Definitive Materialised Notes, Receipts, Coupons or further Coupons) and otherwise as the relevant Issuer may require. Mutilated or defaced Materialised Notes, Receipts, Coupons or Talons must be surrendered before replacements will be issued.

13. Further Issues

The relevant Issuer may, without the consent of the Noteholders, Receiptholders or Couponholders create and issue further Notes to be assimilated (*assimilées* for the purpose of French law) and form a single Series with the Notes provided such Notes and the further Notes carry rights identical in all respects (or in all respects save for the first payment of interest specified in the relevant Final Terms) and that the terms of such further Notes provide for such assimilation; and references in these Conditions to "Notes" shall be construed accordingly.

14. Change of Control

If Condition 14 is specified as being applicable in the relevant Final Terms, the following provisions shall apply.

- (a) **Increase of the applicable Rate of Interest following a Rating Downgrade resulting from a Change of Control:** Each year while any Note remains outstanding and no later than two (2) weeks after the filing of its annual accounts with the Registrar of the Court of Commerce, the relevant Issuer shall notify the Representative in writing (the "**Annual Notification**") of any Change of Control that may have occurred in the previous twelve (12) months.

A "**Change of Control**" shall be deemed to occur if (whether or not approved by the Board of Directors (*Conseil d'administration*) or the Supervisory Board (*Conseil de surveillance*) and/or the Management Board (*Directoire*) of the relevant Issuer (as the case may be)) any person or any group of persons acting in concert belonging to (i) the *Association Familiale Mulliez* and/or (ii) one or more entities whose interests or shares are owned, directly or indirectly, by any member of the *Association Familiale Mulliez* cease to hold together, directly or indirectly, at least 50.1 per cent. of the total voting rights or of the issued ordinary share capital of the relevant Issuer (or in the event of a merger or an acquisition, its successor company).

- (b) **Rate of Interest Increase Event**

In the event that

- (i) a Rating Downgrade occurs at any time during the ninety (90) days following the Annual Notification, and
- (ii) the relevant Rating Agency publicly announces, or confirms in writing to the relevant Issuer, that such Rating Downgrade results, in whole or in part, from the Change of Control that has occurred,

((i) and (ii) together, a "**Rate of Interest Increase Event**"), then, the Rate of Interest will be increased in accordance with the table set out in the relevant Final Terms.

Such increased Rate of Interest shall apply as from and including the date (the "**Rate of Interest Increase Date**") that is the later of:

- (i) the date of the Change of Control; and
- (ii) the date of announcement of such Rating Downgrade,

for the remainder of the Interest Period in which the Rate of Interest Increase Date occurs and following this announcement (the interest payable in respect of such Interest Period being

calculated on a pro rata basis by applying the Day Count Fraction) and for all subsequent Interest Periods until the redemption of such Note.

The relevant Issuer shall forthwith give notice to the Fiscal Agent of such increase in the Rate of Interest and shall notify the Noteholders thereof immediately in accordance with Condition 15.

The Rate of Interest payable on the Notes will only be subject to adjustment as provided in this Condition upon the first occurrence of a Change of Control or Rating Downgrade and there shall be no further adjustments to the Rate of Interest upon the occurrence of any subsequent upwards or downwards change in rating.

For the avoidance of doubt, it is specified that upon the first occurrence of a Rate of Interest Increase Event, the relevant Issuer will have the option to redeem the Notes in accordance with Condition 6(g).

A **"Rating Downgrade"** shall be deemed to have occurred in respect of a Change of Control if the rating previously assigned to the Notes by any Rating Agency is (i) withdrawn or (ii) changed from an investment grade rating (BBB-, or their respective equivalents for the time being, or better) to a non-investment grade rating (BB+, or their respective equivalents for the time being, or worse) or (iii) if the rating previously assigned to the Notes by any Rating Agency was below an investment grade rating (as described above), lowered by at least one full rating notch (for example, from BB+ to BB or their respective equivalents), provided that a Rating Downgrade otherwise arising by virtue of a particular change in rating shall be deemed not to have occurred in respect of a particular Change of Control if the Rating Agency making the change in rating does not publicly announce or confirm that the reduction was the result, in whole or part, of any event or circumstance comprised in or arising as a result of, or in respect of, the applicable Change of Control.

In the event that the Notes are rated by more than one Rating Agency, the rating to be taken into account to determine if a Rating Downgrade has occurred shall be the lower rating assigned by any of such Rating Agencies.

If any rating of the relevant Issuer's Notes is assigned by any Rating Agency or Rating Agencies other than or in addition to S&P, the ratings in the table set out in the relevant Final Terms shall be construed as if it referred to the equivalent ratings of such other or additional Rating Agency or Rating Agencies.

In the event that the relevant Issuer's Notes cease at any time to have a rating assigned to them by at least one Rating Agency, the relevant Issuer shall use its best endeavours to obtain a rating of its Notes from a Rating Agency as soon as practicable.

"Rating Agency" means S&P, as the case may be, or any rating organisation generally recognised by banks, securities houses and investors in the euro-markets, provided that references herein to a Rating Agency shall only be to such Rating Agency as shall have been appointed by or on behalf of the relevant Issuer to maintain a Rating and shall not extend to any such Rating Agency providing rating on an unsolicited basis

"S&P's" means Standard & Poor's Credit Market Services France S.A.S. and its successors or affiliates.

15. Notices

- (a) Notices to the holders of Dematerialised Notes in registered form (*au nominatif*) shall be valid if either, (i) they are mailed to them at their respective addresses, in which case they will be deemed to have been given on the fourth weekday (being a day other than a Saturday or a Sunday) after the mailing or (ii) 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 listed and admitted to trading on any Regulated Market(s) and the rules of such Regulated Market so require, in a leading daily newspaper with general circulation in the city/ies where the

Regulated Market(s) on which such Notes are listed and admitted to trading is/are located, which in the case of the Regulated Market of the Luxembourg Stock Exchange is expected to be the *Luxemburger Wort*, or (iii) so long as such Notes are admitted to trading on the Regulated Market of the Luxembourg Stock Exchange, they are published on the website of the Regulated Market 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 (i) in a leading daily newspaper of general circulation in Europe (which is expected to be the *Financial Times*) or (ii) so long as such Notes are listed and 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 are listed and admitted to trading is/are located, which, in the case of the Luxembourg Stock Exchange, 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 on which such Notes are admitted to trading, which in the case of the Regulated Market of the Luxembourg Stock Exchange is expected to be the website of the Luxembourg Stock Exchange (www.bourse.lu).
- (c) If any such publication is not practicable, notice shall be validly given if published in another leading daily English language newspaper with general circulation in Europe. Any 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.
- (d) 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, Luxembourg and any other clearing system through which the Notes are for the time being cleared in substitution for the mailing and publication as required by Conditions 15(a), (b) and (c) above; provided that (i) so long as such Notes are listed and 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 listed and admitted to trading is located, which in the case of the Regulated Market of the Luxembourg Stock Exchange is expected to be the *Luxemburger Wort*, or (ii) so long as such Notes are listed and admitted to trading on the Regulated Market of the Luxembourg Stock Exchange, notices shall also be published on the website of the Luxembourg Stock Exchange (www.bourse.lu). Notices relating to the convocation and decision(s) of the General Meetings pursuant to Condition 11 shall also be published in a leading newspaper with general circulation in Europe.

16. Governing Law and Jurisdiction

- (a) **Governing Law:** The Notes and, where applicable, the Receipts, the Coupons and the Talons are governed by, and shall be construed in accordance with, French law.
- (b) **Jurisdiction:** Any claim against the relevant Issuer in connection with any Notes, Receipts, Coupons or Talons may be brought before any competent court in Paris.

TEMPORARY GLOBAL CERTIFICATES ISSUED IN RESPECT OF MATERIALIZED NOTES

Temporary Global Certificate

A Temporary Global Certificate, without interest Coupons, will initially be issued in connection with Materialised Notes. Upon the initial deposit of such Temporary Global Certificate with a common depositary for Euroclear and for Clearstream, Luxembourg (the "**Common Depositary**"). Euroclear or Clearstream, Luxembourg will credit each subscriber with a nominal amount of Notes equal to the nominal amount thereof for which it has subscribed and paid.

The Common Depositary may also (if indicated in the relevant Final Terms) credit the accounts of subscribers with other clearing systems through direct or indirect accounts with Euroclear and Clearstream, Luxembourg held by such other clearing systems with a nominal amount of Notes. Conversely, a nominal amount of Notes that is initially deposited with any clearing system other than Euroclear or Clearstream, Luxembourg may similarly be credited to the accounts of subscribers with Euroclear, Clearstream, Luxembourg 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 TEFRA C Rules or in a transaction to which TEFRA is not applicable (as to which, see "General Description of the Programme – Selling Restrictions"), 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) 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.

Delivery of Definitive Materialised Notes

On or after its Exchange Date, the holder of the Temporary Global Certificate must surrender such Temporary Global Certificate to or to the order of the Fiscal Agent. In exchange for the Temporary Global Certificate so surrendered, the relevant Issuer will deliver, or procure the delivery of, an equal aggregate nominal amount of duly executed and authenticated Definitive Materialised Notes.

"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 and Receipts in respect of interest or Instalment Amounts that have not already been paid on the Temporary Global Certificate and a Talon). Definitive Materialised Notes will be security printed in accordance with any applicable legal and requirements of the Regulated Market. Forms of such Definitive Materialised Notes shall be available at the specified offices of any of the Paying Agents.

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 assimilated with such first mentioned Materialised Notes are issued prior to such day pursuant to Condition 13, the Exchange Date may, at the option of the relevant 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 365 days (and that are not relying on the TEFRA C Rules), the Temporary Global Certificate shall bear the following legend:

ANY UNITED STATES PERSON WHO HOLDS THIS OBLIGATION WILL BE SUBJECT TO LIMITATIONS UNDER THE UNITED STATES FEDERAL INCOME TAX LAWS INCLUDING THE LIMITATION PROVIDED IN SECTIONS 165(j) AND 1287(a) OF THE INTERNAL REVENUE CODE OF 1986, AS AMENDED.

USE OF PROCEEDS

The net proceeds of the issue of the Notes are expected to be used for general corporate purposes in the case of Notes issued by Auchan Holding, and for general corporate purposes in the case of Notes issued by Banque Accord.

DESCRIPTION AND BUSINESS OVERVIEW OF AUCHAN HOLDING AND BANQUE ACCORD

I. HISTORY AND DEVELOPMENT OF THE ISSUERS

Auchan Holding, Banque Accord and their respective consolidated subsidiaries and affiliates as a whole are hereafter referred to as the "**Auchan Holding Group**".

Overview of the Auchan Holding Group

The Auchan Holding Group is the tenth largest food retailer in the world operating through hypermarkets and supermarkets in 16 countries and employed 330,700 people at 31 December 2014.

The Auchan Holding Group has a strong market position in the Central and Eastern European food retail markets and significant international market positions in the other countries. In particular, the Auchan Holding Group is world's eleventh largest food retailer. The Auchan Holding Group has developed specific activities to support its core business, such as shopping centre management, through Immochan, financial services, through Banque Accord as well as certain less significant activities such as home furnishing and appliances, cybermarket on website and distance shopping.

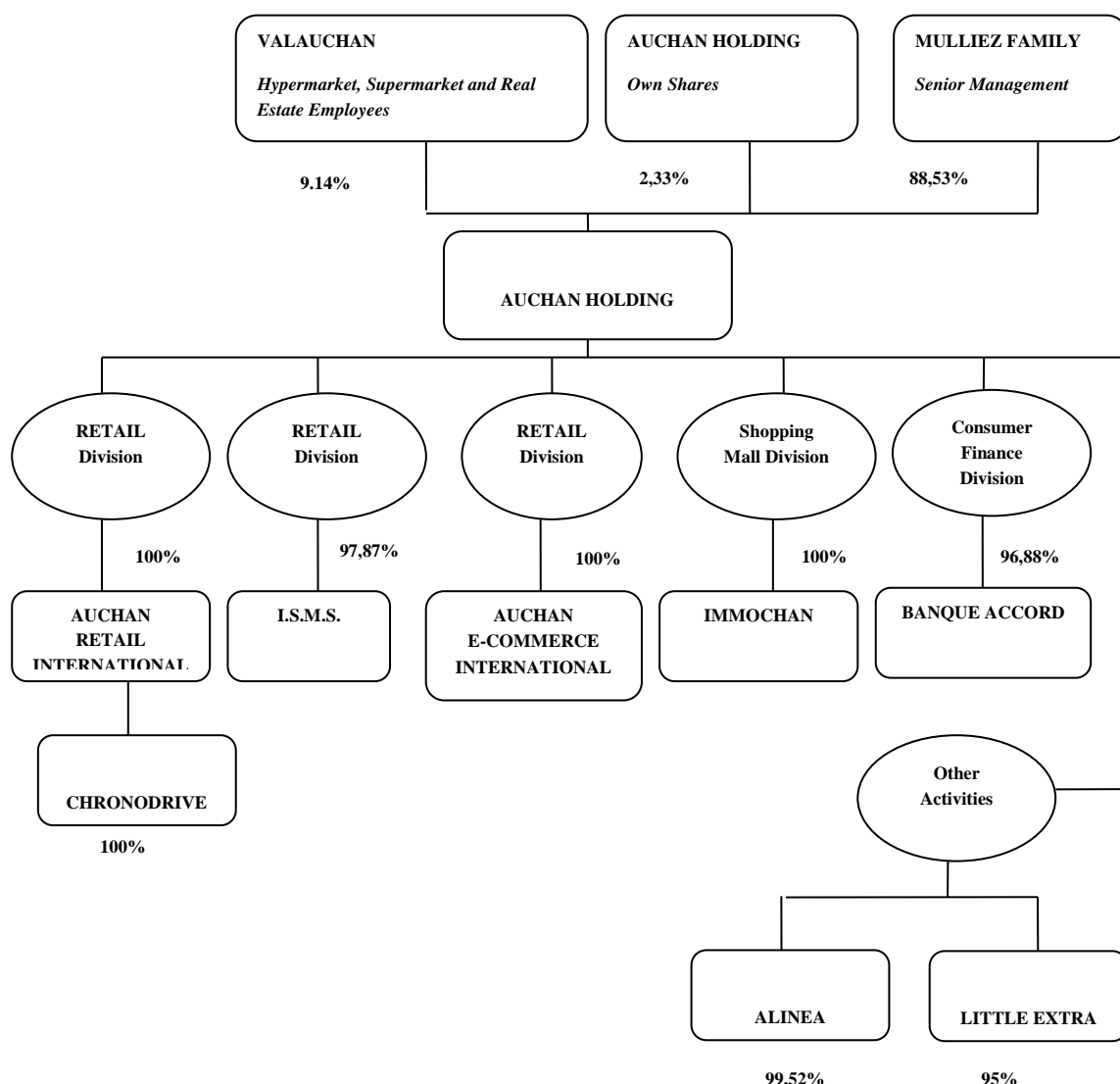
Overview of Banque Accord

Banque Accord is specialised in consumer credit, electronic payments, and payment card management and has a portfolio of 7.8 million customers. Banque Accord is a subsidiary of Auchan Holding which holds 96.50% of its voting rights.

As of 30 June 2015, Banque Accord operated in 11 countries (France, Spain, Italy, Portugal, Poland, Hungary, Romania, Ukraine, Russia, mainland China and Malta).

SIMPLIFIED GROUP ORGANISATIONAL STRUCTURE AS OF DECEMBER 31st 2015

(OWNERSHIP PERCENTAGES)



II. DESCRIPTION AND BUSINESS OVERVIEW OF AUCHAN HOLDING

1. General information about Auchan Holding

Auchan Holding (with commercial name "Oney") is a French *société anonyme à directoire et conseil de surveillance* with an issued share capital of € 633,088,320 (divided into 31,654,416 shares with a nominal value of €20 each, all fully paid-up), registered with the *Registre du Commerce et des Sociétés* of Lille Métropole under number 476 180 625. Its registered office is located at 40, avenue de Flandre, 59170 Croix, France, (telephone number: +33.3.20.81.68.00) (hereafter "**Auchan Holding**"). Auchan Holding was incorporated in France on 15 May 1961 for a term expiring on 15 June 2060. It is governed in particular in accordance with the provisions French *Code de Commerce* and *Code monétaire et financier*.

The corporate object of Auchan Holding, as defined in clause 3 of its articles of association dated 2 December 2015, is in particular to acquire shareholding interests in company in order to carry out the following activities in any country:

- retail trade of all items, in particular food, household articles and clothing;
- wholesale trade of all items;
- activity as forwarding agent and purchase agent; and
- any commercial, industrial, financial or real estate transactions directly or indirectly relating to the main object of Auchan Holding, and easing such object.

Auchan Holding may act either on its own behalf or on behalf of any third party as representative, broker or commission agent.

2. Principal activities of Auchan Holding

Auchan Holding is the parent company of the Auchan Holding Group, the activity of which is divided into three core businesses: retail, retail property and banking.

a. Retail Division

The retail division brings together the food retail formats, hypermarkets, supermarkets, convenience stores, drive outlets and e-commerce.

- Hypermarket

The Auchan Holding Group's primary strength and experience lies in its ability to manage large hypermarkets which sales area are up to 20,000m² with a broad range of products.

The hypermarket activity, which represented 81,6% of group revenue in 2014, brought together 888 hypermarkets in 12 countries.

The Auchan Holding Group's hypermarkets are located in major shopping centers where international and national powerful specialized retailers are located, with the view to attracting customers' flows.

All hypermarkets are usually operated under the trade-name Auchan except in countries where a local well established trade-name has been either acquired or created. This is the case for the Alcampo hypermarkets in Spain, the Jumbo hypermarkets in Portugal or the RT Mart hypermarkets in Taiwan.

- Supermarket

A further strength and experience of the Auchan Holding Group lies in its ability to manage supermarkets, which are located in urban trade centres or in small cities for neighbourhood retail activities.

Supermarkets bring together 862 fully-consolidated stores in 6 countries.

- Drive and other activities

Drive and other activities of Auchan Holding include furnitures and home decoration (Alinea and Little Extra) and online retail shopping (Chronodrive and Drive). As of first half of 2015, revenues generated by the 26 Alinéa, 61 Chronodrive and 16 Little Extra outlets together with the e-commerce activities in France and Poland fell by 0.7% to €565 million.

b. Retail property management division

The retail property management division is responsible for the management and development of the Auchan Holding Group's shopping centres and retail properties. The Auchan Holding Group's world-wide strategy is to build major shopping centres, with a view to increase the customers' flow in hypermarkets. Currently 370 shopping centres with shopping malls and retail parks are managed by

Immochan and its subsidiaries in 12 countries and regions, of which 253 fully-owned, 77 leased and 54 under management contracts.

c. Banking division

The banking division of the Auchan Holding Group is described below (see hereafter "*Principal activities of Banque Accord*").

3. Recent events particular to Auchan Holding

Recent events particular to Auchan Holding are set out in details in the relevant sections of documents incorporated by reference in this Base Prospectus (please refer to "Documents incorporated by reference" above and in particular to the lines "Information about the Issuer" of the cross-reference lists). Also, the organization and the governance structure of the Auchan Holding Group has been reorganized as announced in a press release dated 23 October 2015. On 2 December 2015, the Annual General Meeting of Groupe Auchan SA approved a change in the company's name to Auchan Holding SA. The governance structure of Auchan Holding was also changed into a management and supervisory board structure. The operational reorganization is still ongoing.

In addition, please note the following recent events particular to Auchan Holding:

- Sun Art Retail Group becomes a player in the Chinese e-commerce;
- Acquisition in April 2015 of www.fieldschina.com, a website specialised in the sale of food products on the Chinese market;
- Auchan Holding completes its Real acquisition (acquisition of properties of ex-Real hypermarkets and shopping centres in Romania);
- Announcement of a restructuring plan in Italy;
- Exclusive negotiations with Système U in France to improve the purchasing partnership signed in 2014;
- Restructuring or sale of assets that are long-term loss-makers in France (Chronodrive and Grosbill);
- Sale of assets in France by Immochan as part of its dynamic asset management policy ;
- Continued development of A2pas in Paris.

4. Management of Auchan Holding

a. Supervisory Board (*Conseil de Surveillance*) and Management Board (*Directoire*) of Auchan Holding

Principal Occupation (and principal activities outside Auchan Holding that are significant with respect to Auchan Holding):

Supervisory Board (*Conseil de Surveillance*) as of 2 December 2015:

Vianney MULLIEZ	Chairman (<i>Président du Conseil de Surveillance</i>) and Member
AUSSPAR S.A.S.	Member, represented by Christophe DUBRULLE
Jean-Louis CLAVEL	Member
Valérie VENDEVILLE	Member
Barthélémy GUISLAIN	Member

Management Board (*Directoire*) as of 2 December 2015:

Wilhelm HUBNER	Chairman (<i>Président du Directoire</i>)
Jean-Pierre VIBOUD	Member

Benoit LHEUREUX	Member
Xavier DELOM DE MEZERAC	Member

With respect to Auchan Holding, all members of the Supervisory Board and Management Board have their business address at Auchan Holding's address.

The Audit Committee and the Executive Committee are currently being reorganized and the members of the Audit Committee and the Executive Committee will be appointed in the coming months.

b. Outside Activities

As of 29th February 2016, the outside activities of the members of the Supervisory Board (*Conseil de Surveillance*) and Management Board (*Directoire*) are as follows.

Vianney MULLIEZ	Chairman of the Supervisory Board	AUCHAN HOLDING SA	France
	Director	AUCHAN HOLDING SA	France
	Director	AUCHAN E-COMMERCE INTERNATIONAL	France
	Director	IMMOCHAN	France
	Director	COFITES	France
	Chairman of the Board of Directors	ISMS SA	France
	Director	ISMS SA	France
	Chairman of the Board of Directors	AUCHAN RETAIL INTERNATIONAL SA	France
	Director	AUCHAN RETAIL INTERNATIONAL SA	France
	Liquidator	FONCIERE DU CHATEAU ROUGE SCIM	France
	Permanent representative of AUCHAN HOLDING, Chairman	DAI GROUPE SAS	France
	Manager	SOCIETE CIVILE DAMIM	France
	Manager	SOCIETE CIVILE AGAM	France
	Manager	SOCIETE CIVILE VIMZ	France
	Manager	SOCIETE CIVILE ALEXAM	France

Christophe DUBRULLE	Permanent representative of AUSSPAR	AUCHAN HOLDING SA	France
	Permanent representative of AUSSPAR	AUCHAN RETAIL INTERNATIONAL SA	France
	Permanent representative of AUSSPAR	ISMS SA	France
	Director	EDRIVE SA	France
Jean-Louis CLAVEL	Member of the Supervisory Board	AUCHAN HOLDING SA	France
	Director	ISMS SA	France
	Director	BANQUE ACCORD SA	France
	Director	AUCHAN RETAIL INTERNATIONAL SA	France
Valérie VENDEVILLE	Member of the Supervisory Board	AUCHAN HOLDING SA	France
	Director	ISMS SA	France
	Director	AUCHAN RETAIL INTERNATIONAL SA	France
Barthélémy GUISLAIN	Manager	ACANTHE SCA	France
	Director	AUCHAN RETAIL INTERNATIONAL SA	France
	Manager	CIMOFAT SCA	France
	Chairman	CLABIS SAS	France
	Chairman	CLARIS France SAS	France
	Permanent representative of SAS HOLYMPIADES and Director	DECATHLON SA	France
	Manager	DE LA PORTE DE LYON SC	France
	Manager	GARGANO SC	France
	Director	AUCHAN HOLDING SA	France
	Manager	GUISLAINVERT SC	France

	Director	ISMS SA	France
	Chairman of the board	KBANE SA	France
	Chairman	MOBILIS SSAS	France
	Manager	SODEREC SC	France
	Chairman	SODISTRI SAS	France
	Chairman	SURAUMARCHE SAS	France
	Chairman	SURCREHOL SAS	France
	Chairman	SURFIPAR SAS	France
	Chairman	SURHOLKIA SAS	France
	Chairman	SURMUFIL SAS	France
	Chairman	SURSOPARFIL SAS	France
	Manager	T.S.2 M SARL	France
	Manager	VALOREST SCA	France
Wilhelm HUBNER	General Director	AUCHAN E-COMMERCE INTERNATIONAL	France
	Chairman of the Management Board and Member of the Management Board	AUCHAN HOLDING	France
	Director	IMMO TLT	France
	Director	IMMOCHAN RUSSIA	Russia
	General Director	ISMS	France
Jean-Pierre VIBOUD	Chief executive officer	BANQUE ACCORD SA	France
	Member of the Management Board (Directoire)	AUCHAN HOLDING SA	France
	Chairman of the Supervisory Board	ARMONEY GIE FRANCE	France
	Permanent Representative of BANQUE ACCORD company, Director	ONEY SERVICIOS FINANCIEROS EFC S.A.U	Spain

	Director and Chairman of the Board	ONEY INSTITUICAO FINANCEIRA DE CREDITO SA	Portugal
	Director	ONEY ACCORD CONSULTING COMPANY CO LTD	China
	Chairman	NATURAL SECURITY SAS	France
	Permanent Representative of BANQUE ACCORD company, Director	NATURAL SECURITY SAS	France
	Chairman	NATURAL SECURITY ALLIANCE	France
	Permanent Representative of BANQUE ACCORD company, Chairman	ONEY INVESTMENT SAS	France
	Director	GROUPE ACTICALL	Luxembo urg
Benoit LHEUREUX	Member of the Management Board	AUCHAN HOLDING	France
	Member of the Board	AUCHAN RUSSIE SARL (AIIAH)	Russia
	General Director	IMMOCHAN	France
Xavier DELOM de MEZERAC	Director and Chairman of the Board	BANQUE ACCORD SA	France
	Director and Chairman of the Board	AUCHAN COORDINATION SERVICES SA	Belgium
	Director of the Board	AUCHAN (CHINA) HONG KONG LTD	Hong Kong
	Director of the Board	CONCORD CHAMPION INTERNATIONAL LTD	Cayman Islands
	Director of the Board	RT MART HOLDING LTD	Hong Kong
	Non-executive Director of the Board – Member of Audit Committee	SUN ART RETAIL GROUP LIMITED	Hong Kong
	Manager	SCI DU ROY	France
	Manager	GFA des Terres de canons	France

Managing Director -	A-RT Retail Holdings	Hong Kong Limited
Member of Supervisory Board	OOSTERDAM B.V.	Netherlands
Supervisor	RT-Mart International Limited	Taiwan
Permanent representative of Auchan Holding - Chairman of the Board	AUCHAN FINANCES INTERNATIONAL	France
Permanent representative of Auchan Holding - Chairman of the Board	SANSAK	France
Permanent representative of Auchan Holding - Chairman of the Board	SAINLAUR	France
Member of the Management Board (Directoire)	AUCHAN HOLDING	France

There is no known potential conflict of interests between any duties to Auchan Holding of the members of the Board of Directors and their private interests and/or other duties.

5. Trend information

There has been no material adverse change in the prospect of Auchan Holding since 31 December 2015.

No trends, uncertainties, demands, commitment or events Auchan Holding is aware of as at the date of this Base Prospectus are reasonably likely to have any material effect on Auchan Holding's prospects for the current financial year.

III. DESCRIPTION AND BUSINESS OVERVIEW OF BANQUE ACCORD

1. General information about Banque Accord

Banque Accord is a French *société anonyme à conseil d'administration* with an issued share capital €50,786,190 (divided into 1,451,034 ordinary shares with a nominal value of €35 each, all fully paid-up), registered with the *Registre du Commerce et des Sociétés* of Lille Métropole under number 546 380 197. Its registered office is located at 40, avenue de Flandre, 59170 Croix, France (telephone number: +33.3.28.38.58.00). Banque Accord was incorporated in France on 22 June 1988 for a term expiring on 31 December 2100. Banque Accord is a subsidiary of Auchan Holding which holds 96.50% of its voting rights.

Banque Accord is a company duly licensed as a bank by the French "*Autorité de contrôle prudentiel et de résolution*" pursuant to the provisions of the French *Code monétaire et financier*. It is governed in particular by the French *Code de Commerce* and *Code monétaire et financier*.

2. Principal activities

Banque Accord's business is divided into four main activities: (i) the issuance and the management of payment cards (private label payment cards, credit cards, gift cards), (ii) the distribution of financial services (consumer credits, insurance, saving) and of non-financial services (such as special offers on magazine subscription), (iii) the electronic management of banking payment transactions, the management of authorization system for such transactions, the management of electronic payment

terminals and of the integrated cash desks, the managements of fuel dispensers as well as of cash dispensers and (iv) insurance brokerage.

Banque Accord offers to its customers a complete range of financing services, such as term loans redeemable by instalments and revolving credit facilities, primarily through the issuance and management of the private label cards and payment and credit cards. In addition, Banque Accord offers its financial services, such as personal loans, savings as well as insurance services. The services of Banque Accord are proposed primarily through the stores of the Auchan Holding Group or the stores operated by other retailers with which Banque Accord has entered into a partnership. Since 2004, Banque Accord's has been operating its activities through its commercial offices and the call centres of Banque Accord. Banque Accord has already developed and managed an extensive and detailed client database, which allows it to set up and tailor customer loyalty programmes through exclusive commercial offers designed for holders of the cards issued by Banque Accord.

Since its creation as a core business unit of the Auchan Holding Group, Banque Accord is also involved in the management of all non-cash transactions in France, namely all payments made by any kind of credit cards or Banque Accord network cards in any stores of the Auchan Holding Group located in France.

3. Recent events particular to Banque Accord

Recent events particular to Banque Accord are set out in details in the relevant sections of documents incorporated by reference in this Base Prospectus (please refer to "Documents incorporated by reference" above and in particular to the lines "Information about the Issuer" of the cross-reference lists).

- **Share capital increase**

On 22 February 2016, the share capital of Banque Accord of €29,020,680 has been increased to €50,786,190 by incorporation of reserves.

- **Press release dated 14 March 2016**

By way of a press release dated 14 March 2016 (as reproduced hereafter), Banque Accord announced its financial results showing a strong growth in 2015.

The profit estimate, as this term is defined in Article 2 (11) of the Commission Regulation (EC) No 809/2004, as referred to in the press release has not been subject to an audit review. It has been compiled on the basis of the established financial reporting process of Banque Accord using the same accounting principles, standards and assumptions as have been used in the 2014 consolidated financial statements of Banque Accord. The 2015 unaudited results are substantially consistent with the final figures to be published in the 2015 audited financial statement.

PRESS RELEASE

Strong growth for Oney Banque Accord in 2015

Lille, 14 March 2016 – **Oney Banque Accord today unveils financial and commercial results with a further sharp increase for 2015. The number of its merchant and e-merchant partners grew to stand at more than 250 worldwide and 460,000 new customers put their trust in the bank. Oney Banque Accord also performed well in insurance products and all its other activities (payment methods, consumer credit, fraud management, e-banking, data). At the same time Oney Banque Accord experienced pressure on lines of credit due to regulatory changes aimed at limiting the credit rates offered to customers. Net banking income at Oney Banque Accord was thus up 1.0% to €387 million. Outstanding loan rate risk continued to decline in 2015, from 3.0% at 31 December 2014 to 2.5% at 31 December 2015, its lowest level since 2007. Taking into**

account the gain on disposal of Oney China to Sun Art Retail Group, net income was up 36.9% to €70 million against €51 million in 2014 (up 11% before exceptionals).

At 31 December 2015	Consolidated	Change on 2014
Net banking income	€387 million	+1%
Outstanding loan risk rate	2.5%	vs. 3% at 31/12/2014
Net income	€70 million	+36.9%
Analytical share of activities excluding credit in net banking income	37.3%	36.2%
Solvency ratio	15.8%	13.7%

These results reflect the growth and diversification ambitions to which the Group has been committed for a number of years, helping merchants create and deploy the customer journeys of tomorrow.

Streamlining, simplifying and securing the buying journey: such is the promise made to merchants by Oney Banque Accord, which is positioned across all stages of the off and online buying journey from customer recognition to payment. Development of innovative solutions is based on an open innovation approach, which includes employees, customer partners, start-ups, prestigious universities and end consumers. Across this co-creation logic, Oney Banque Accord has created a dynamic ecosystem that it is constantly coordinating and building up.

Innovative solutions advanced by merchants and the international markets

2015 has seen local and international deployment of the Group's innovations pick up as the customer journey becomes more streamlined and enriched. 2015 thus confirmed interest in and the potential of all the Oney Banque Accord solutions and particularly:

- FacilityPay, the multi-channel payment solution used three or four times by bank card, which is continuing to grow and now has more than 150 partners;
- Automatic, payment by number plate recognition at service stations;
- in-store Electronic Signature, simplifying contract signing, available in more than 300 stores;
- SellSecure, the anti-fraud solution.

As proof of the interest shown by merchants, in 2015 around 20 partners with ever more diversified backgrounds joined Oney Banque Accord: a real asset when it comes to stimulating the diversification of the Group's activities. In France, more than 20% of clients now come from a web background.

Major agreement in China

Auchan China and RT Mart China joined the capital of Oney China for a total of 51%. Validated in December by the Chinese authorities, this agreement makes Oney China the consumer finance and payment mainstay of Sunart in China. This link will enable Oney China to speed up its growth and assist its partners' business in an ever more integrated fashion in three activities: credit, payment and data. Countless innovative plans have already been initiated in 2016 with ever more digital solutions such as integrated mobile payment, particularly via social networks (WeChat), and the development of virtual prepaid cards.

New expertise developed

In 2015 Oney Banque Accord also developed real expertise across the entire data chain, from collection to its evaluation. Auchan Italy, Simply Italy and Unilever Italy thus now call on the CRM Oney platform to strengthen knowledge of their clients, optimise their clients' buying journeys and thereby develop their activities and revenue.

'We are delighted to note the popularity of our innovations. Our partners would like to be able to fully assist the change in their customers' buying behaviour. In this respect they are keener than ever to

propose ever simpler, more fluid and securer buying journeys, meeting their customer's expectations,' said Jean-Pierre Viboud, CEO of the Oney Banque Accord Group. 'Emboldened by these results, we aim to continue this momentum and speed up our growth by relying on our greatest strengths: our agility and our merchant DNA.'

Some key figures:

38.2 million gift cards activated in 2015
 5.4 billion data items processed each month
 8.1 million customers
 More than 250 partner clients worldwide

Find all the Oney Banque Accord solutions for optimising the buying journey of tomorrow by clicking: <http://www.hopscotch-presse.fr/oney/>.

About Oney Banque Accord:

Founded in 1983, Oney Banque Accord, an Auchan Holding company, is now present in 11 countries (France, Poland, Hungary, Italy, Spain, Portugal, Russia, Malta, China, Romania, Ukraine) and has 2,300 employees worldwide including 900 in France. Across all sales channels, Oney Banque Accord helps its merchant partners redefine and optimise their customer journeys by capitalising on its dual role as banker and merchant.

Oney Banque Accord leverages its innovative technology, mastery of e-banking and payment solutions, customer knowledge, and understanding of new modes of consumption to help its partners provide their customers with more streamlined, secure, cross-channel and innovative buying journeys.

For more information: www.oney.com

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4. Management of Banque Accord

Board of Directors (Conseil d'administration) of Banque Accord

Xavier DELOM de MEZERAC	Chairman and Member
Jérôme GUILLEMARD	Member
Gérard MULLIEZ	Member
Caroline PERON	Member
Marie TRENTESAUX-LECLERCQ	Member
Jean-Louis CLAVEL	Member
Philippe TAPIE	Member

Chief Executive Officer

Jean-Pierre VIBOUD	Chief Executive Officer
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With respect to Banque Accord, all members of the Board of Directors or the Chief Executive Officer have their business address at Banque Accord's address.

Outside Activities

As of 29th February 2016, the outside activities of the members of the Board of Directors are as follows.

Jean-Louis CLAVEL	Member of the Supervisory Board	AUCHAN HOLDING SA	France
	Director	ISMS SA	France
	Director	BANQUE ACCORD SA	France
	Director	AUCHAN RETAIL INTERNATIONAL SA	France
Xavier DELOM de MEZERAC	Director and Chairman of the Board	BANQUE ACCORD SA	France
	Director and Chairman of the Board	AUCHAN COORDINATION SERVICES SA	Belgium
	Director of the Board	AUCHAN (CHINA) HONG KONG LTD	Hong Kong
	Director of the Board	CONCORD CHAMPION INTERNATIONAL LTD	Cayman Islands
	Director of the Board	RT MART HOLDING LTD	Hong Kong
	Non-executive Director of the Board – Member of Audit Committee	SUN ART RETAIL GROUP LIMITED	Hong Kong
	Manager	SCI DU ROY	France
	Manager	GFA des Terres de canons	France
	Managing Director -	A-RT Retail Holdings Limited	Hong Kong
	Member of Supervisory Board	OOSTERDAM B.V.	Netherlands
	Supervisor	RT-Mart International Limited	Taiwan
	Permanent representative of Auchan Holding - Chairman of the Board	AUCHAN FINANCES INTERNATIONAL	France
	Permanent representative of Auchan Holding -	SANSAK	France

	Chairman of the Board		
	Permanent representative of Auchan Holding - Chairman of the Board	SAINLAUR	France
	Member of the Management Board (Directoire)	AUCHAN HOLDING	France
Jérôme GUILLEMARD	Director	BANQUE ACCORD SA	France
	Manager	CADRISOCHA	France
	Director	ONEY BANK	Russia
	Director	AUCHAN COORDINATIONS SERVICES	Belgium
	Director	ONEY HOLDING LIMITED	Malta
	Director	ONEY INSURANCE PCC LIMITED CO LTD	Malta
	Director	ONEY LIFE PCC LIMITED CO LTD	Malta
	Director	BANQUE ACCORD SA	France
	Member of the Supervisory Board	FCP VALACCORD	France
Gérard MULLIEZ	Director	BANQUE ACCORD SA	France
	Manager	SOCIETE CIVILE PAFIL	France
	Chairman	AUSSMAN SAS	France
	Manager	SCI ARREAL 1	France
	Manager	SOCIETE CIVILE FONTAINE 2003	France
	Manager	SOCIETE CIVILE IMMOBILIERE DULE 01	France
	Manager	SOCIETE CIVILE AMFIL	France
	Manager	SOCIETE CIVILE LES BOIS	France
	Manager	SOCIETE CIVILE IMMOBILIERE FONTAINE	France

	Manager	SOCIETE CIVILE LE TERRAIN DU DOME	France
	Manager	SOCIETE CIVILE ARFIL	France
	Manager	SOCIETE CIVILE IMMOBILIERE DU CHATEAU DE LA FONTAINE	France
	Manager	SOCIETE CIVILE VACQUERIE 2011	France
	Manager	SOCIETE CIVILE LES ETANGS	France
	Manager	RECUEIL 2007 SCI	France
	Director	MACO PHARMA SA	France
	Member of the Supervisory Board	MACO PRODUCTIONS	France
	Director	CONSOBIS	France
	Manager	SCI SAINT BONNAVENTURE	France
	Member of the Supervisory Board	VALKIA	France
Caroline PERON	Director	BANQUE ACCORD SA	France
Philippe TAPIE	Director	BANQUE ACCORD SA	France
	Chairman of the Board of Directors and Director	MOBILIS GESTION SA	France
	Chairman of the Board of Directors and Director	CAVA OBLIG SICAV	France
	Director	COLAM SA	France
	Chairman	MAISONS DE FAMILLE SAS	France

Jean-Pierre VIBOUD	Chief executive officer	BANQUE ACCORD SA	France
	Member of the Management Board (Directoire)	AUCHAN HOLDING SA	France
	Chairman of the Supervisory Board	ARMONEY GIE FRANCE	France
	Permanent Representative of BANQUE ACCORD company, Director	ONEY SERVICIOS FINANCIEROS EFC S.A.U	Spain
	Director and Chairman of the Board	ONEY INSTITUICAO FINANCEIRA DE CREDITO SA	Portugal
	Director	ONEY ACCORD CONSULTING COMPANY CO LTD	China
	Chairman	NATURAL SECURITY SAS	France
	Permanent Representative of BANQUE ACCORD company, Director	NATURAL SECURITY SAS	France
	Chairman	NATURAL SECURITY ALLIANCE	France
	Permanent Representative of BANQUE ACCORD company, Chairman	ONEY INVESTMENT SAS	France
	Director	GROUPE ACTICALL	Luxembourg

The Directors of Banque Accord act in the best interest of Banque Accord. Each is likely to preserve his independence of analyse, judgement, decision and action in all circumstance. The Directors shall inform the Board of any real or potential conflict of interest to which he may be exposed. There exists no known potential conflict of interests between any duties to Banque Accord of its Directors and their private interests and/or other duties.

5. Trend information

There has been no material adverse change in the prospect of Banque Accord since 31 December 2014.

No trends, uncertainties, demands, commitments or events Banque Accord is aware of as at the date of this Base Prospectus are reasonably likely to have any material effect on Banque Accord's prospects for the current financial year.

TAXATION

The statement herein regarding taxation are based on the laws in force in the European Union, the Republic of France and the Grand Duchy of Luxembourg as of the date of this Base Prospectus as supplemented from time to time and are subject to any changes in law. The following overview 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. 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 under the laws of the European Union, the Republic of France, the Grand Duchy of Luxembourg and/or any other jurisdiction.

All prospective holders should seek independent advice as to their tax positions.

Mandatory automatic exchange of information in the field of taxation

In accordance with Directive 2011/16/EU, as amended by Directive 2014/107/EU, as regards Administrative Cooperation in the field of Taxation (known as ACTD), member States have had to comply with a certain number of obligations regarding mandatory automatic exchange of information in the field of taxation since 1 January 2016. This Directive is meant to bring European law in line with the standards set by the Organization for Economic Co-operation and Development (OECD) and then standardize automatic exchange of financial account information.

As a reminder, Directive 2003/48/EC on taxation of savings income in the form of interest payment (known as Savings Directive) was repealed with effect as of 1 January 2016 by Directive 2015/2060/EU (known as Repeal Directive). The aforementioned Savings Directive required automatic exchange of information between member States on private savings income but only as far as interests were concerned. The Directive's repeal can actually be explained by a growing concern to make reporting obligations clearer and prevent member States' tax authorities from complying twice with formalities which have the same purpose, as a result of a cumulative application of both the Savings Directive and the ACTD. Nevertheless, some obligations under the Savings directive, exhaustively listed, might be extended after 1 January 2016 should the interest payment have happened prior to this date.

Besides, a particular derogation was granted to Austria allowing it to apply the Savings Directive for an additional one-year period, even longer for some obligations.

Furthermore, for a transitional period, Austria will apply a 35% withholding tax to all interest payments within the scope of the Savings Directive, unless the beneficial owner of the paid interests chooses to comply with the exchange of information. Several non-EU States and territories including Switzerland, have adopted similar measures. Notwithstanding the Savings Directive's repeal, member States in which the beneficial owners are resident for tax purposes will continue to grant tax credits or refund the tax withheld by Austria during the transitional period, upon presentation of a supporting document. It is a question of protecting the vested rights of the beneficial owners of the interest payments.

Financial institutions' reporting obligations

ACTD was implemented in France under Article 1649 AC of the French Tax Code ("FTC"), as amended by article 44 of 29 December 2015 Amending Finance Act for 2015. It provides that, to ensure automatic exchange in the field of taxation, the French financial institutions shall diligently report the required information about equity income, account balances and the surrender value of guaranteed investment contracts or bonds or similar financial investments. As a consequence, any account managing institution, insurance institution or equivalent as well as any other financial institution are under the obligation to identify the account to which the payment is made as well as the account holder. They must also collect data on the jurisdiction of residence and taxpayer identification number (TIN) of all account holders and, in case of any entity being an account holder, of the person controlling the account. So, for each non-French client, the financial institution will have to report to the French tax authorities all of the information about this client. And then, the authorities themselves will be in charge of reporting the information to the tax authorities in the State of which the client is a resident.

Please note that Article 1649 AC of the FTC had been first drafted in the context of agreements such as FATCA. Since it was redrafted as a transposition of the ACTD, the scope of this provision has been expanded in order to make the exchange of information mandatory for clients who are resident for tax purposes in a member State or in a State with which an agreement on automatic exchange of information (in every sense of the OECD standards) has been signed.

France

EU Savings Directive

The EU Savings Directive was implemented into French law under Article 242 *ter* of the French *Code général des impôts* and Articles 49 I *ter* to 49 I *sexies* of the Annex III to the French *Code général des impôts* which Articles imposes on paying agents based in France an obligation to report to the French tax authorities certain information with respect to interest payments made to beneficial owners domiciled in another Member State, including, among other things, the identity and address of the beneficial owner and a detailed list of the different categories of interest paid to that beneficial owner (IFU form: a statement which recaps every type of income received).

French withholding tax

The following is an overview of certain tax considerations that may be relevant to holders of Notes who do not concurrently hold shares of any Issuers and are not otherwise affiliated with the any of the Issuers within the meaning of Article 39, 12 of the French Code général des impôts.

1. Payments of interest and other income made by each of the Issuers with respect to the Notes (other than Notes issued on or after 1st March 2010 and which are to be assimilated (*assimilées* for the purpose of French law) and form a single series with Notes issued before 1st March 2010 having the benefit of Article 131 *quater* of the French *Code général des impôts*) 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 in a non-cooperative State or territory (*Etat ou territoire non-coopératif* also referred to as "ETNC") within the meaning of Article 238-0 A of the French *Code général des impôts* (hereinafter referred to as 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 (where relevant) to certain exceptions described below and to the more favourable provisions of any applicable double tax treaty) pursuant to Article 125 A III of the French *Code général des impôts*.

Notwithstanding the foregoing, Article 125 A III of the French *Code general des impôts* provides that 75% withholding tax will not apply in respect of a particular issue of Notes if the relevant Issuer can prove that the principal purpose and effect of such issue of Notes were not that of allowing the payments of interest or other income to be made in a Non-Cooperative State (the "**Exception**"). Pursuant to the official guidelines published by the French tax authorities on 11 February 2014 (*Bulletin Officiel des Finances Publiques-Impôts* - BOI-INT-DG-20-50-20140211, Section no. 990), an issue of Notes will be deemed to have a qualifying purpose and effect, and accordingly will be able to benefit from the Exception without the relevant Issuer having to provide any proof of the purpose and effect of the issue of Notes, if such Notes are:

- (i) offered by means of a public offer within the meaning of Article L.411-1 of the French *Code monétaire et financier* or pursuant to an equivalent offer in a state other than a Non-Cooperative State. For this purpose, an "**equivalent offer**" means any offer requiring the registration or submission of an offer document by or with a foreign securities market authority; 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, an investment service provider, or by a 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 payments 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 operator 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 income paid by or on behalf of the Issuers with respect to such Notes may no longer be deductible from the relevant Issuer's taxable income, if they are paid or accrued to persons established or domiciled in a Non-Cooperative State or paid in such a Non-Cooperative State (hereinafter referred to as the "**Deductibility Exclusion**"). Under certain conditions, any such non-deductible interest and other income may be recharacterised as deemed distributed income pursuant to Articles 109 *et seq.* of the French *Code général des impôts*, in which case such non-deductible interest and other income may be subject to the withholding tax set out under Article 119 *bis* of the French *Code général des impôts*, at a rate of thirty per cent. (30%) or seventy-five per cent. (75%) (subject to the more favourable provisions of any applicable double tax treaty).

However, neither the Deductibility Exclusion (as further specified by the official regulation (*Bulletin Officiel des Finances Publiques-Impôts* published by French tax authorities on 11 February 2014, BOI-INT-DG-20-50-20140211, Section no. 550) nor the withholding tax set out in Article 119 *bis* 2 of the French *Code général des impôts* will apply in respect of the issue of Notes if the relevant Issuer can prove that it can benefit from the Exception and that the relevant interest or revenues relate to genuine transactions and are not an abnormal or exaggerated amount. Pursuant to the official guidelines published by the French tax authorities on 11 February 2014 (*Bulletin Officiel des Finances Publiques – Impôts* - BOI-INT-DG-20-50-20140211, Section no. 550), an issue of Notes will benefit from the Exception without the relevant Issuer having to provide any proof of the purpose and effect of the issue of the Notes, if such Notes qualify to one of the three above-mentioned classifications.

2. Payments of interest and other income made by the Issuers with respect to 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 *Code général des impôts*, before 1st March 2010 will continue to be exempt from the withholding tax set out under Article 125 A III of the French *Code général des impôts*.

Such Notes, whether denominated in Euro or in any currency and constituting *obligations* under French law, or *titres de créances négociables* within the meaning of the official guidelines published by the French tax authorities on 11 February 2014 (*Bulletin Officiel des Finances Publiques – Impôts* – BOI-RPPM-RCM-30-10-30-30-20140211), or other debt securities issued under French or foreign law and considered by the French tax authorities as falling into similar categories, are deemed to be issued outside the Republic of France for the purpose of Article 131 *quater* of the French *Code général des impôts*, in accordance with the above mentioned regulations.

In addition, interest and other income paid by the relevant Issuer on such Notes will not be subject to the withholding tax set out under Article 119 *bis* of the French *Code général des impôts* or to the Deductibility Exclusion solely on the account of their being paid in a Non-Cooperative State or accrued or paid to persons established or domiciled in a Non-Cooperative State.

For the avoidance of doubt, Notes issued before 1st March 2010 but which maturity is extended on or after 1st March 2010 would fall under the French withholding tax regime described above from their initial maturity date.

Noteholder, Couponholder, Receiptholder and/or prospective holder or beneficial owner of the Notes must inform itself and/or consult its tax advisor regarding the French withholding tax regime described above.

Payments made to French resident individuals

Pursuant to Articles 125 A and 125 D of the French *Code général des impôts*, subject to certain limited exceptions, interest (and other similar revenues) received as from 1st January 2013 by individuals who are fiscally domiciled (*domiciliés fiscalement*) in France are subject to a twenty-four per cent. (24%) withholding tax, which is deductible from their personal income tax liability in respect of the year in which the payment has been made. Social contributions (CSG, CRDS and other related contributions) are also levied by way of withholding tax at an aggregate rate of fifteen and a half per cent. (15.5%) on

interest (and other similar revenues) paid to individuals who are fiscally domiciled (*domiciliés fiscalement*) in France.

Luxembourg

The following is a general overview of certain Luxembourg tax considerations relating to the Notes. It does not purport to be a complete analysis of all tax considerations relating to the Notes, whether in Luxembourg or elsewhere. Prospective purchasers of the Notes should consult their own tax advisers as to which countries tax laws could be relevant to acquiring, holding and disposing of the Notes and receiving payments of interest, principal and/or other amounts under the Notes and the consequences of such actions under the tax laws of Luxembourg. This overview is based upon the law as in effect on the date of this Base Prospectus. The information contained within this section is limited to withholding tax issues, and prospective investors should not apply any information set out below to other areas, including (but not limited to) the legality of transactions involving the Notes.

Withholding tax

All payments of interest and principal by the Issuers in the context of the holding, disposal, redemption or repurchase of the Notes can be made free and clear of any withholding or deduction for or on account of any taxes of whatsoever nature imposed, levied, withheld, or assessed by Luxembourg or any political subdivision or taxing authority thereof or therein, in accordance with the applicable Luxembourg law, subject however to:

- (i) the application of the Luxembourg laws of 21 June 2005 implementing the EU Savings Directive as well as several agreements concluded between Luxembourg and certain dependent or associated territories of the European Union and providing for the possible application of a withholding tax (of thirty-five per cent (35%) as from 1st July 2011) on interest paid to certain Luxembourg non-resident investors (individuals and Residual Entities) (see, paragraph "EU Savings Directive" above, which may be applicable in the event of the relevant Issuer appointing a paying agent in Luxembourg within the meaning of the EU Savings Directive or Agreements).

Luxembourg has decided to opt-out of the withholding system and to opt-in to the automatic exchange of information as from 1 January 2015.

- (ii) the application as regards Luxembourg resident individuals of the Luxembourg law of 23 December 2005 which has introduced a ten per cent. (10%) withholding tax on certain interest payments (*i.e.* with certain exemptions, interest payments within the meaning of the Luxembourg Laws of 21 June 2005 implementing the EU Savings Directive and the Agreements). This law applies to interest payments accrued as from 1st July 2005 and paid as from 1st January 2006. Further and pursuant to the Luxembourg law of 17 July 2008, Luxembourg resident individuals who are the beneficial owners of interest payments and other similar income made by a paying agent established outside Luxembourg in a Member State of the European Union or of the European Economic Area or in a jurisdiction having concluded an agreement with Luxembourg in connection with the EU Savings Directive, may also opt for a ten per cent. (10%) levy. In such case, the ten per cent. (10%) levy is calculated on the same amounts as for the payments made by Luxembourg resident paying agents. The option for the ten per cent. (10%) levy must cover all interest payments made by the paying agent to the Luxembourg resident beneficial owner during the entire civil year. For Luxembourg resident individuals acting in the course of the management of their private wealth, the ten per cent. (10%) levy is final whether such withholding tax is levied on a mandatory basis by a Luxembourg paying agent or levied at the option of such Luxembourg resident individual.

Responsibility for the withholding of tax in application of the above-mentioned Luxembourg laws of 21 June 2005 and the law of 23 December 2005 is assumed by the Luxembourg paying agent within the meaning of these laws.

U.S. Taxation

The discussion above does not address the tax consequences of the purchase, ownership or disposition of an interest in the Notes under United States federal, state or local tax law. Each prospective purchaser should consult its own tax adviser regarding such tax consequences.

Investors should carefully review Condition 8 entitled "Taxation" of the "Terms and Conditions of the Notes" section in the Base prospectus.

SUBSCRIPTION AND SALE

Summary of Dealer Agreement

Subject to the terms and on the conditions contained in an amended and restated dealer agreement entered into between the Issuers, the Arranger and the Permanent Dealers on 7 April 2016 (as amended or supplemented from time to time, the "**Dealer Agreement**"), the Notes will be offered on a continuous basis to the Permanent Dealers. However, each 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 relevant Issuer through the Dealers, acting as agents of such Issuer. The Dealer Agreement also provides for Notes to be issued in syndicated Tranches that are jointly and severally underwritten by two (2) or more Dealers.

The relevant Issuer will pay each relevant Dealer a commission as agreed between them in respect of Notes subscribed by it unless otherwise agreed. Auchan Holding (formerly Groupe Auchan S.A.) and Banque Accord have agreed to reimburse the Dealers as agreed between the relevant Issuer and the Dealers in the Dealer Agreement.

Auchan Holding and Banque Accord have 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 Issuers against certain liabilities in connection with the offer and the sales 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 relevant Issuer. Except as described in this section "Subscription and Sale" and unless otherwise provided in the relevant Final Terms, no person involved in the issue of Notes has an interest that may be material to such issue.

Selling Restrictions

France

Each of the Dealers and each further Dealer appointed under the Programme has represented and agreed, that 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, the 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 (i) 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 (ii) qualified investors (*investisseurs qualifiés*), acting 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*.

This Base Prospectus, prepared in connection with the Notes to be issued under the Programme, has not been submitted to the clearance procedure of the French financial markets authority (*Autorité des marchés financiers*).

European Economic Area (Public Offer Selling Restrictions under the Prospectus Directive)

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 this Base Prospectus as completed by the relevant Final Terms to the public in a Member State of the European Economic Area (each a "**Member State**") except that it may make an offer of such Notes to the public in that Member State:

- (a) at any time to any legal entity which is a qualified investor as defined under the Prospectus Directive;

- (b) at any time to fewer than 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 Issuers for any such offer; or
- (c) 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 (a) to (c) above shall require the relevant 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 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 by any measure implementing the Prospectus Directive in that Member State and the expression **"Prospectus Directive"** means the 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.

The Public Offer Selling Restriction under the Prospectus Directive selling restriction is in addition to any other selling restriction set out below.

United States

The Notes have not been and will not be registered under the Securities Act of 1933, as amended (the **"Securities Act"**). Under U.S. regulations, the Notes may not be offered or sold directly or indirectly within the United States or to, or for the account or benefit of, U.S. persons except in certain transactions exempt from the registration requirements of the Securities Act. Terms used in this paragraph have the meanings given to them by Regulation S under the Securities Act (**"Regulation S"**).

Materialised Notes having a maturity of more than one (1) year are subject to U.S. federal income 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. Treasury 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.

Each Dealer has agreed and each further Dealer appointed under the Programme will be required to agree that, except as permitted by the Dealer Agreement, it will not offer, sell or, in the case of Materialised Notes, deliver the Notes of any identifiable Tranche, (i) as part of their distribution at any time or (ii) otherwise until forty (40) calendar days after completion of the distribution of such Tranche as determined, and certified to the relevant Issuer, by the Fiscal Agent, or in the case of Notes issued on a syndicated basis, the Lead Manager, within the United States or to, or for the account or benefit of, U.S. persons, and it will have sent to each Dealer to which it sells Notes during the distribution compliance period a confirmation or other notice setting forth the restrictions on offers and sales of the Notes within the United States or to, or for the account or benefit of, U.S. persons. Terms used in this paragraph have the meanings given to them by Regulation S.

The Notes are being offered and sold outside the United States to non-U.S. persons in reliance on Regulation S.

In addition, until forty (40) calendar days after the commencement of the offering of any identifiable Tranche of Notes, an offer or sale of Notes within the United States by any Dealer (whether or not participating in the offering of such Tranche of Notes) may violate the registration requirements of the Securities Act.

This Base Prospectus has been prepared by the Issuers for use in connection with the offer and sale of the Notes outside the United States. The Issuers and the Dealers reserve the right to reject any offer to purchase the Notes, in whole or in part, for any reason. This Base Prospectus does not

constitute an offer to any person in the United States. Distribution of this Base Prospectus by any non-U.S. person outside the United States to any U.S. person or to any other person within the United States is unauthorised and any disclosure without prior written consent of the Issuers of any of its contents to any such U.S. person or other person within the United States, is prohibited.

United Kingdom

Each Dealer has represented, warranted and agreed and each further Dealer appointed under the Programme will be required to represent, warrant and agree that:

- (i) 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 in the United Kingdom other than to persons whose ordinary activities involve them in acquiring, holding, managing or disposing of investments (as principal or agent) for the purposes of their businesses or who it is reasonable to expect will acquire, hold, manage or dispose of investments (as principal or agent) for the purposes of their businesses where the issue of the Notes would otherwise constitute a contravention of Section 19 of the Financial Services and Markets Act 2000, as amended (the "**FSMA**") by the relevant Issuer;
- (ii) it has only communicated or caused to be communicated and will only communicate or cause to be communicated any 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 relevant Issuer; and
- (iii) it has complied and will comply with all applicable provisions of the FSMA with respect to anything done by it in relation to such Notes in, from or otherwise involving the United Kingdom.

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 "**Financial Instruments and Exchange Law**"). Accordingly, each Dealer has represented and agreed, and each further Dealer appointed under the Programme will be required to represent and agree, that it has not, 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, or to others for re-offering or resale, directly or indirectly, in Japan or to, or for the benefit of, a resident of Japan, except pursuant to an exemption from the registration requirements of, and otherwise in compliance with the Financial Instruments and Exchange Law and other relevant laws and regulations of Japan. As used in this paragraph, "**resident of Japan**" shall be read and construed according to the definition given under Article 6.1(v) of the Financial Instruments and Exchange Law.

Republic of Italy

The offering of the Notes has not been registered pursuant to Italian securities legislation and, accordingly, no Notes may be offered, sold or delivered, nor may copies of this Base Prospectus or of any other document relating to the Notes be distributed in the Republic of Italy, except:

- (i) to qualified investors (*investitori qualificati*), as defined pursuant to Article 100 of Legislative Decree No. 58 of 24 February 1998, as amended (the "**Financial Services Act**") and Article 34-ter, first paragraph, letter (b) of CONSOB Regulation No. 11971 of 14 May 1999, as amended from time to time ("**Regulation No. 11971**"); or
- (ii) in other circumstances which are exempted from the rules on public offerings pursuant to Article 100 of the Financial Services Act and Regulation No. 11971.

Any offer, sale or delivery of the Notes or distribution of copies of this Base Prospectus or any other document relating to the Notes in the Republic of Italy under (i) or (ii) above must be:

- (a) made by an investment firm, bank or financial intermediary permitted to conduct such activities in the Republic of Italy in accordance with the Financial Services Act, CONSOB Regulation No. 16190 of 29 October 2007 (as amended from time to time) and Legislative Decree No. 385 of 1st September 1993, as amended (the "**Banking Act**");
- (b) in compliance with the Banking Act and the implementing guidelines of the Bank of Italy, as amended from time to time, pursuant to which the Bank of Italy may request information on the issue or the offer of securities in the Republic of Italy; and
- (c) in compliance with any other applicable laws and regulations or requirement imposed by CONSOB or any other Italian authority.

Please note that in accordance with Article 100-bis of the Financial Services Act, where no exemption from the rules on public offerings applies under (i) and (ii) above, the subsequent distribution of the Notes on the secondary market in Italy must be made in compliance with the public offer and the prospectus requirement rules provided under the Financial Services Act and Regulation No. 11971. Failure to comply with such rules may result in the sale of such Notes being declared null and void and in the liability of the intermediary transferring the financial instruments for any damages suffered by the investors.

General

These selling restrictions may be modified by the Issuers, with reasonable prior opportunity given to the Dealers to comment any such modification in particular following a change in a relevant law, regulation or directive. Any such modification or supplement will be set out in a supplement to this Base Prospectus.

No action has been taken in any jurisdiction that would permit an offer to the public of any of the Notes, or possession or distribution of the Base Prospectus or any other offering material or any Final Terms, in any country or jurisdiction where action for that purpose is required.

Each Dealer has agreed that it will, to the best of its knowledge, comply with all relevant laws, regulations and directives in each jurisdiction in which it purchases, offers, sells or delivers Notes or has in its possession or distributes the Base Prospectus, any other offering material or any Final Terms and obtain any consent, approval or permission required for the purchase, offer or sale of Notes under the laws and regulations in force in any jurisdiction in which it makes such purchase, offer or sale and neither any of the Issuers nor any other Dealer shall have responsibility therefore.

Each of the Dealers and the Issuers has represented and agreed that Materialised Notes may only be issued outside France.

FORM OF FINAL TERMS

Final Terms dated [●]



[Brief description: amount, currency, type of Notes]

Issued by: [Auchan Holding (formerly Groupe Auchan) / Banque Accord (the "Issuer")]

under the

€ 8,600,000,000

**Euro Medium Term Note Programme
of Auchan Holding and Banque Accord**

SERIES NO: [●]

TRANCHE NO: [●]

Issue Price: [●] per cent.

[Name(s) of Dealer(s)]

PART A – CONTRACTUAL TERMS

Terms used herein shall be deemed to be defined as such for the purposes of the Conditions set forth in the base prospectus dated 7 April 2016 [as supplemented by the supplement[s] to the base prospectus dated [respectively] [●]] ([together] the "**Base Prospectus**") which [together] constitute[s] a base prospectus for the purposes of the Prospectus Directive. The expression "**Prospectus Directive**" means the Directive 2003/71/EC of the European Parliament and of the Council dated 4 November 2003 on the prospectus to be published when securities are offered to the public or admitted to trading, as amended and includes any relevant implementing measure in each relevant Member State.

This document constitutes the final terms (the "**Final Terms**") of the notes described herein (the "**Notes**") for the purposes of Article 5.4 of the Prospectus Directive and must be read in conjunction with such Base Prospectus. Full information on the Issuers and the offer of the Notes is only available on the basis of the combination of these Final Terms and the Base Prospectus. The Base Prospectus and these Final Terms are available (i) for viewing on the websites of (a) the Luxembourg Stock Exchange (www.bourse.lu) and (b) the Issuer ([<http://www.groupe-auchan.com/nos-resultats/informations-aux-obligataires/> in respect of Auchan Holding and <http://www.oney-banque-accord.com/index.php?id=84> in respect of Banque Accord]) and (ii) free of charge, during usual business hours at the registered office of the Issuer and at the specified office of the Paying Agent(s). [In addition³, the Base Prospectus and these Final Terms are available for viewing [at/on] [●]].

The following alternative language applies if the first tranche of an issue which is being increased was issued under a Base Prospectus with an earlier date.

Terms used herein shall be deemed to be defined as such for the purposes of the Conditions which are the [2009] [2010] [2011] [2012] [2013] [2014] EMTN Conditions [and the Additional [2009] Conditions] which are incorporated by reference in the base prospectus dated 7 April 2016 [as supplemented by the supplement[s] dated [respectively] [●]] ([together] the "**Base Prospectus**") which [together] constitute[s] a base prospectus for the purposes of the Prospectus Directive. The expression "**Prospectus Directive**" means the Directive 2003/71/EC of the European Parliament and of the Council dated 4 November 2003 on the prospectus to be published when securities are offered to the public or admitted to trading, as amended and includes any relevant implementing measure in each relevant Member State.

This document constitutes the final terms (the "**Final Terms**") of the notes described herein (the "**Notes**") for the purposes of Article 5.4 of the Prospectus Directive and must be read in conjunction with the Base Prospectus (including the [2009] [2010] [2011] [2012] [2013] [2014] EMTN Conditions [and the Additional [2009] Conditions] incorporated by reference therein). 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 [2009] [2010] [2011] [2012] [2013] [2014] EMTN Conditions [and the Additional [2009] Conditions]. The Base Prospectus and these Final Terms are available (i) for viewing on the websites of (a) the Luxembourg Stock Exchange (www.bourse.lu) and (b) the Issuer ([www.groupe-auchan.com in respect of Auchan Holding and www.oney-banque-accord.com in respect of Banque Accord]) and (ii) free of charge, during usual business hours at the registered office of the Issuer and at the specified office of the Paying Agent(s). [In addition⁴, the Base Prospectus and these Final Terms are available for viewing [at/on] [●]].

[Include whichever of the following apply or specify as "Not Applicable" (N/A). Note that the numbering should remain as set out below, even if "Not Applicable" is indicated for individual paragraphs or sub-paragraphs. Italics denote guidance for completing the Final Terms.]

³ If the Notes are admitted to trading on a Regulated Market other than the Luxembourg Stock Exchange.

⁴ If the Notes are admitted to trading on a Regulated Market other than the Luxembourg Stock Exchange.

1. (i) Series Number: [●]
- (ii) Tranche Number: [●]
- [(iii) Date on which Notes become fungible: [The Notes will be assimilated (*assimilées* for the purpose of French law) and form a single series with the (*insert description of the relevant Series: amount, currency, type of Notes*) (the "**Existing Notes**") as from the date of exchange which is expected to be on or around the date which is forty (40) calendar days after the Issue Date (the "**Assimilation Date**")]
2. Specified Currency: [●]
3. Aggregate Nominal Amount of Notes:
 - (i) Series: [●]
 - (ii) Tranche: [●]
4. Issue Price: [●] per cent. of the Aggregate Nominal Amount of the Tranche
 [plus an amount corresponding to accrued interest at a rate of [●] per cent. of such Aggregate Nominal Amount for the period from, and including, the [Interest Commencement Date/ other (*specify*)] to, but excluding, the Issue Date (*if applicable*)]
5. Specified Denomination(s): [●]⁵ (*one (1) denomination only for Dematerialised Notes (Not less than €100,000, or its equivalent in other currency at the Issue Date)*)
 - (i) Issue Date: [●]
 - (ii) Interest Commencement Date: [[●] (*specify*)]/ Issue Date/ Not Applicable]
7. Maturity Date: [●] (*specify date or (for Floating Rate Notes) Interest Payment Date falling in or nearest to the relevant month and year*)
8. Interest Basis: [[●] per cent. Fixed Rate]
 [[EURIBOR, LIBOR, EONIA, TEC10, CMS Rate or other] +/- [●] per cent. Floating Rate]
 [Fixed to Floating Rate Notes]
 [Zero Coupon]
 [[CPI/HICP] Inflation Linked Interest]

⁵ 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 section 19 of the FSMA and having a maturity of less than one (1) year must have a minimum denomination of £100,000 (or its equivalent in other currency).

(further particulars specified below)

- 9. Redemption/Payment Basis⁶:** [Unless previously redeemed or purchased and cancelled, the Notes will be redeemed on the Maturity Date at [100 per cent. (100%) / [●] per cent. ([●]%) of their Specified Denomination]

[Inflation Linked Notes]

[Instalment]

(further particulars specified below)

- 10. Change of Interest Basis:** [Applicable/ Not Applicable]
- [(further particulars specified below in item 15 (Fixed to Floating Rate Note provisions)]*

- 11. Put/Call Options:** [Noteholder Put]
- [Issuer Call]
- [Make-Whole Redemption Option]
- [Residual Maturity Call Option]
- [Clean-up Call Option]
- [(further particulars specified below)]*
- [Not Applicable]

- 12. (i) Status of the Notes:** [Dated Subordinated/ Undated Subordinated/ Unsubordinated Notes]

- (ii) Dates of the corporate authorisations for issuance of the Notes: [Decision of [the Supervisory Board (*Conseil de surveillance*) and] the Management Board (*Directoire*) of Auchan Holding dated [●] [and of [●] [function] dated [●]]/ [Decision of the Board of Directors (*Conseil d'administration*) of Banque Accord dated [●] [and of [●] [function] dated [●]]⁷/ [Decision of [●] [function] dated [●]]⁸

PROVISIONS RELATING TO INTEREST (IF ANY) PAYABLE

- 13. Fixed Rate Note Provisions:** [Applicable/Applicable before the Switch Date/ Applicable after the Switch Date/Not Applicable]
- (If not applicable, delete the remaining sub-paragraphs of this paragraph)*

- (i) Rate(s) of Interest: [●] per cent. *per annum* [payable [annually/ semi-annually/

⁶ If the Final Redemption Amount is different than one hundred per cent. (100%) of the nominal value, the Notes will constitute derivative securities for the purposes of the Prospectus Directive and the requirements of Annex XII to the Prospectus Directive Regulation No. 809/2004, as amended (the "**Prospectus Directive Regulation**") will apply. This form of Final Terms has been annotated to indicate where the key additional requirements of Annex XII are dealt with. Where Annex XII is not applicable but income on the Notes is linked to an underlying, nevertheless consider including disclosure in relation to the underlying.

⁷ Relevant for issues of Notes constituting *obligations* under French law.

⁸ Only relevant for issues of Notes not constituting *obligations* under French law.

quarterly/ monthly/ other (*specify*) in arrears]

(ii) Interest Payment Date(s): [[●] in each year / [●] and [●] in each year / [●], [●], [●] and [●] in each year] up to and including the Maturity Date

(To be amended, as the case may be)

(iii) Fixed Coupon Amount(s): [●] per Specified Denomination

(iv) Broken Amount(s): [Not Applicable/ [●] (*insert particulars of any initial or final broken interest amounts which do not correspond with the Fixed Coupon Amount(s) and the Interest Payment Date(s) to which they refer*)]

(v) Day Count Fraction: [Actual/365]

[Actual/365 - FBF]

[Actual/Actual - ISDA]

[Actual/Actual - ICMA]

[Actual/365 (Fixed)]

[Actual/360]

[30/360]

[360/360]

[Bond Basis]

[30/360 - FBF]

[Actual 30A/360 (American Bond Basis)]

[30E/360]

[Eurobond Basis]

(vi) Determination Dates: [●] in each year

(insert regular Interest Payment Dates, ignoring Issue Date or Maturity Date in the case of a long or short first or last coupon. N.B. only relevant where Day Count Fraction is Actual/Actual - ICMA)

14. Floating Rate Note

Provisions:

[Applicable/Not Applicable]

(If not applicable, delete the remaining sub-paragraphs of this paragraph)

(i) Interest Period(s): [●]

(ii) Specified Interest Payment Dates: [[●] in each year / [●] and [●] in each year / [●],[●],[●] and [●] in each year] up to and including the Maturity Date

(To be amended, as the case may be)

(iii) First Interest Payment Date: [●]

- (iv) Interest Period Date: [●] [Interest Payment Date/ Other (*specify*)]
- (v) Business Day Convention: [Floating Rate Business Day Convention/ Following Business Day Convention/ Modified Following Business Day Convention/ Preceding Business Day Convention]
(Insert "unadjusted" if the application of the relevant business day convention is not intended to affect the Interest Amount)
- (vi) Business Centre(s): [●]
- (vii) Manner in which the Rate(s) of Interest is/are to be determined: [Screen Rate Determination/ FBF Determination/ ISDA Determination]
- (viii) Party responsible for calculating the Rate(s) of Interest and Interest Amount(s) (if not the Calculation Agent): [●]/[Not Applicable]
- (ix) Screen Rate Determination: [Applicable/Not Applicable]
- Benchmark: [●] (*specify Benchmark [EURIBOR, LIBOR, EONIA, TEC10, CMS Rate or other] (additional information if necessary)*
(If the Rate of Interest is determined by linear interpolation in respect of the first and/or last long or short interest period, insert the relevant interest period(s) and the relevant two (2) rates used for such determination)
- Relevant Rate: [●]
- Relevant Time: [●]
- Interest Determination Date(s): [●]
- Primary Source: [Screen Page / Reference Banks]
- Screen Page (if Primary Source for Floating Rate Notes is "Screen Page"): [●] (*Specify the relevant screen page*)
- Reference Banks: [●] (*Specify four (4)*)
- Relevant Financial Centre: [●] (*Specify the financial centre most closely connected to the Benchmark - specify if not Paris*)

- 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*)
- (x) FBF Determination: [Applicable/Not Applicable]
- Floating Rate (*Taux Variable*): [●] (*specify Benchmark [EURIBOR, LIBOR, EONIA, TEC10, CMS Rate or other] and months [e.g. EURIBOR 3 months] (additional information if necessary)*

(If the Rate of Interest is determined by linear interpolation in respect of the first and/or last long or short interest period, insert the relevant interest period(s) and the relevant two (2) rates used for such determination)
- Floating Rate Determination Date (*Date de Détermination du Taux Variable*): [●]
- (xi) ISDA Determination: [Applicable/Not Applicable]
- Floating Rate Option (*Taux Variable*): [●]

(If the Rate of Interest is determined by linear interpolation in respect of the first and/or last long or short interest period, insert the relevant interest period(s) and the relevant two (2) rates used for such determination)
- Designated Maturity: [●]
- Reset Date: [●]
- (xii) Margin(s): [+/-][●] per cent. *per annum*
- (xiii) Minimum Rate of Interest: [Not Applicable/ [●] per cent. *per annum*]
- (xiv) Maximum Rate of Interest: [Not Applicable/ [●] per cent. *per annum*]
- (xv) Day Count Fraction: [Actual/365]
[Actual/365 - FBF]
[Actual/Actual - ISDA]
[Actual/Actual - ICMA]
[Actual/365 (Fixed)]
[Actual/360]

	[30/360]
	[360/360]
	[Bond Basis]
	[30/360 - FBF]
	[Actual 30A/360 (American Bond Basis)]
	[30E/360]
	[Eurobond Basis]
15. Fixed to Floating Rate Note Provisions:	[Applicable/Not Applicable]
	<i>(If not applicable, delete the remaining sub-paragraphs of this paragraph)</i>
(i) Issuer Change of Interest Basis:	[Applicable/Not Applicable]
(ii) Automatic Change of Interest Basis:	[Applicable/Not Applicable]
(iii) Rate applicable before the Switch Date:	Determined in accordance with [Condition 5(b) as further described in line item 13 above / Condition 5(c) as further described in line item 14 above]
(iv) Rate applicable after the Switch Date:	Determined in accordance with [Condition 5(b) as further described in line item 13 above / Condition 5(c) as further described in line item 14 above]
(v) Switch Date:	[•]
(vi) Minimum notice period required for notice from the Issuer:	[[•] Business Days prior to the Switch Date / Not Applicable] <i>(in the case of Automatic Change of Interest Basis)</i>
16. Zero Coupon Note Provisions:	[Applicable/Not Applicable]
	<i>(If not applicable, delete the remaining sub-paragraphs of this paragraph)</i>
(i) Amortisation Yield:	[•] per cent. <i>per annum</i>
(ii) Day Count Fraction:	[Actual/365]
	[Actual/365 - FBF]
	[Actual/Actual - ISDA]
	[Actual/Actual - ICMA]
	[Actual/365 (Fixed)]
	[Actual/360]
	[30/360]

[360/360]

[Bond Basis]

[30/360 - FBF]

[Actual 30A/360 (American Bond Basis)]

[30E/360]

[Eurobond Basis]

17. Inflation Linked Note

Provisions:

[Applicable/Not Applicable]

(If not applicable, delete the remaining subparagraphs of this paragraph)

(i) Index: [CPI/HICP]

(ii) Party responsible for calculating the interest due (if not the Calculation Agent): [[•]/Not Applicable]

(iii) Interest Period(s): [•]

(iv) Interest Payment Date(s): [[•] in each year / [•] and [•] in each year / [•], [•], [•] and [•] in each year] up to and including the Maturity Date

(To be amended, as the case may be)

(v) Interest Determination Date: [•]

(vi) Base Reference: [CPI/HICP] Daily Inflation Reference Index applicable on [specify date] (amounting to: [•])

(vii) Rate of Interest: [•] per cent. *per annum* multiplied by the Inflation Index Ratio [payable [annually/ semi-annually/ quarterly/ monthly/ other (specify)] in arrears]

(viii) Day Count Fraction: [Actual/365]

[Actual/365 - FBF]

[Actual/Actual - ISDA]

[Actual/Actual - ICMA]

[Actual/365 (Fixed)]

[Actual/360]

[30/360]

[360/360]

[Bond Basis]

[30/360 - FBF]

[Actual 30A/360 (American Bond Basis)]

[30E/360]

[Eurobond Basis]

- (ix) Business Day Convention: [Floating Rate Business Day Convention/ Following Business Day Convention/ Modified Following Business Day Convention/ Preceding Business Day Convention]
- (x) Business Centre(s): [●]
- (xi) Minimum Rate of Interest: [[Not Applicable]/[●] per cent. *per annum*]
- (xii) Maximum Rate of Interest: [[Not Applicable]/[●] per cent. *per annum*]

18. Change of Control

(Condition 14):

[Applicable/Not Applicable]

[If Applicable, specify the applicable Rate of Interest:

Rate of Interest on the Rate of Interest Increase Event:

Rating Downgrade

Rate of Interest

*Standard's & Poor's
Credit Market Services
France S.A.S.*

to BB+	+ [●] per cent. <i>per annum</i>
to BB	+ [●] per cent. <i>per annum</i>
to BB-	+ [●] per cent. <i>per annum</i>
to B+	+ [●] per cent. <i>per annum</i>
to B	+ [●] per cent. <i>per annum</i>
to B- or lower	+ [●] per cent. <i>per annum</i>

PROVISIONS RELATING TO REDEMPTION

19. Call Option:

[Applicable/Not Applicable]

(If not applicable, delete the remaining sub-paragraphs of this paragraph)

- (i) Notice Period: [As per Condition 6(c)/ [●]]
- (ii) Optional Redemption Date(s): [●]
- (iii) Optional Redemption Amount(s) of each Note: [●] per Specified Denomination
- (iv) If redeemable in part:
- (a) Minimum Redemption Amount: [[●] per Specified Denomination/ Not Applicable]
- (b) Maximum Redemption Amount: [[●] per Specified Denomination/ Not Applicable]

20. Make-Whole Redemption**Option (Condition 6(d)):**

[Applicable/Not Applicable]

(If not applicable, delete the remaining sub-paragraphs of this paragraph)

(i) Notice Period:

[As per Condition 6(d)/[•]]

(ii) Other parties to be notified (if other than set out in Condition 6(d)):

[[•]/Not Applicable]

(If applicable, specify name(s) and address(es))

(iii) Reference Security:

[•]

(iv) Reference Screen Rate:

[•]

(v) Make-Whole Redemption Margin:

[•] per annum

(vi) Reference Dealers:

[(Specify four (4))/ As selected by the Calculation Agent]

(vii) If redeemable in part:

(a) Minimum Redemption Amount:

[[•] per Specified Denomination/ Not Applicable]

(b) Maximum Redemption Amount:

[[•] per Specified Denomination/ Not Applicable]

21. Residual Maturity Call**Option:**

[Applicable/Not Applicable]

(i) Call Option Date:

[•]

(ii) Optional Redemption Amount(s) of each Note:

[•] per Specified Denomination

22. Clean-up Call Option:

[Applicable/Not Applicable]

(i) Optional Redemption Amount(s) of each Note:

[•] per Specified Denomination

23. Put Option:

[Applicable/Not Applicable]

(If not applicable, delete the remaining sub-paragraphs of this paragraph)

(i) Notice Period:

[As per Condition 6(h)/[•]]

(ii) Optional Redemption Date(s):

[•]

(iii) Optional Redemption Amount(s) of each Note:

[•] per Specified Denomination

24. Final Redemption Amount of

- each Note**⁹: [●] per Specified Denomination
- 25. Inflation Linked Notes - Provisions relating to the Final Redemption Amount:** [Applicable/Not Applicable]
- (If not applicable, delete the remaining subparagraphs of this paragraph)*
- (i) Index: [CPI/HICP]
 - (ii) Final Redemption Amount in respect of Inflation Linked Notes: [Condition 6(i) applies]
 - (iii) Base Reference: [CPI/HICP] Daily Inflation Reference Index applicable on [specify date] (amounting to: [●])
 - (iv) Inflation Index Ratio: [●]
 - (v) Party responsible for calculating the Final Redemption Amount (if not the Calculation Agent): [[●]/Not Applicable]
- 26. Redemption by Instalment:** [Applicable/Not Applicable]
- (If not applicable, delete the following subparagraphs)*
- (i) Instalment Date(s): [●]
 - (ii) Instalment Amount(s) in respect of each Note: [●] per Specified Denomination
- 27. Early Redemption Amount:**
- Early Redemption Amount(s) of each Note payable on redemption for taxation reasons, for illegality, or on event of default or other early redemption¹⁰: [●] per Specified Denomination
- Redemption for Taxation Reasons:
- (i) Early Redemption Amount to be increased with any accrued interest to the date set for redemption (Condition 6(k)): [Yes/No]
 - (ii) Redemption on a date

⁹ Applicable for Notes other than Inflation Linked Notes.

¹⁰ Applicable for Notes other than Inflation Linked Notes.

other than an Interest
Payment Date (Condition
6(k)(ii)): [Yes/No]

**28. Inflation Linked Notes -
Provisions relating to the
Early Redemption Amount:**

[Applicable/Not Applicable]

*(If not applicable, delete the remaining subparagraphs of
this paragraph)*

(i) Index: [CPI/HICP]

(ii) Early Redemption Amount
in respect of Inflation
Linked Notes: [Condition 6(j)(ii) applies]

(iii) Base Reference: [CPI/HICP] Daily Inflation Reference Index applicable on
[specify date] (amounting to: [●])

(iv) Inflation Index Ratio: [●]

(v) Party responsible for
calculating the Early
Redemption Amount (if
not the Calculation
Agent): [●]

**29. Notes purchased may be
held and resold (Condition
6(l)):**

[Yes/No]

*(Specify whether Notes purchased by the Issuer may be
held and resold)*

GENERAL PROVISIONS APPLICABLE TO THE NOTES

30. Form of Notes: [Dematerialised Notes/ Materialised Notes] *(Materialised
Notes are only in bearer form (au porteur)) (Delete as
appropriate)*

(i) Form of Dematerialised
Notes: [Not Applicable/ In bearer form (au porteur)/ In registered
form (au nominatif)]

(ii) Registration Agent: [Not Applicable/ Applicable (if applicable give name and
address)] *(Note that a Registration Agent can be appointed
in relation to fully registered (au nominatif pur)
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]

- (iv) Option to request identification information of the Noteholders
(Condition 1(c)(iv)): [Applicable/Not Applicable]

31. Financial Centre(s) or other special provisions relating to Payment Dates:

[Not Applicable/ Give details. Note that this paragraph relates to the date and place of payment, and not interest period end dates, to which subparagraphs 13(ii) and 14(ii) relate]

32. Talons for future Coupons or Receipts to be attached to Definitive Notes (and dates on which such Talons mature):

[Yes/ Not Applicable. (If yes, give details)] (Only applicable to Materialised Notes).

33. Masse:

[[Full Masse]/[Contractual Masse] shall apply]

(Note that (i) in respect of any Tranche of Notes issued outside France, Condition 11(b) (Contractual Masse) may be elected by the Issuer, and (ii) in respect of any Tranche of Notes issued inside France, Condition 11(a) (Full Masse) shall apply)

(i) Initial Representative: [●] (specify name and address)

(ii) Alternate Representative: [●] (specify name and address)

(iii) Remuneration of the Representative: [Applicable/Not Applicable] (if applicable, specify the amount)

GENERAL

The aggregate principal amount of Notes issued has been translated into Euro at the rate of [●] per cent. producing a sum of: [●]

[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 in any material respect.]

Signed on behalf of [Auchan Holding] [Banque Accord]:

Duly represented by:

PART B – OTHER INFORMATION

1. LISTING AND ADMISSION TO TRADING

- (i) Listing: [The official List of the Luxembourg Stock Exchange]/ [[●] with effect from [●]]/ [Not Applicable]
- (ii) Admission to trading: [Application [has been/ 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] with effect from [●]./ Not Applicable.]
- (when documenting a fungible issue, need to indicate that Existing Notes are already admitted to trading)*
- (iii) Estimate of total expenses related to listing and admission to trading: [[●] [(including the AMF fees)] / Not Applicable]

2. RATINGS

- Ratings: [The Notes to be issued have been rated:]
- [Standard & Poor's Credit Market Services France S.A.S.: [●]]
- (and as the case may be)*
- [[Other]: [●]]
- [[●]/ [Each of the above agencies] is established in the European Union, registered under Regulation (EC) No. 1060/2009 of the European Parliament and of the Council dated 16 September 2009 on credit rating agencies, as amended (the "**CRA Regulation**") and included in the list of registered credit rating agencies published on the website of the European Securities and Markets Authority (<http://www.esma.europa.eu/page/List-registered-and-certified-CRAs>) in accordance with the CRA Regulation]
- [The Notes have not been rated]

3. [NOTIFICATION]

The *Commission de surveillance du secteur financier*, which is the competent authority in Luxembourg for the purposes of the Prospectus Directive [has been requested to provide/ has provided - *include first alternative for an issue which is contemporaneous with the update of the Programme and the second alternative for subsequent issues*] the [*include names of competent authorities of host Member States*] with [a] certificate[s] of approval attesting that the Base Prospectus has been drawn up in accordance with the Prospectus Directive.]

4. [OTHER INTERESTS OF NATURAL AND LEGAL PERSONS INVOLVED IN THE ISSUE]

Need to include a description of any interest, including conflicting ones, that is material to the issue of the Notes, detailing the persons involved and the nature of the interest. May be satisfied by the inclusion of the following statement: "Save as discussed in "Subscription and Sale", so far as the Issuer is aware, no person involved in the offer of the Notes has an interest material to the offer"

5. [OTHER ADVISORS]

If advisors are mentioned in these Final Terms, include a declaration which specifies the capacity in which the advisors have acted.]

6. [REASONS FOR THE OFFER, ESTIMATED NET PROCEEDS AND TOTAL EXPENSES¹¹

[(i) Reasons for the offer:

[●]

(See "Use of Proceeds" wording in the Base Prospectus – if reasons for offer different from making profit and/or hedging certain risks will need to include those reasons here.)

(Required only for Undated Subordinated Notes)]

[(ii) Estimated net proceeds:

[●]

*(If proceeds are intended for more than one use will need to split out and present in order of priority. If proceeds insufficient to fund all proposed uses state amount and sources of other funding)]**

[(iii) Estimated total expenses:

[●]*

**(Only necessary to include disclosure of net proceeds and total expenses at (ii) and (iii) above where disclosure is included at (i) above)]*

7. [Fixed Rate Notes only – YIELD]

Indication of yield:

[●] per annum

8. [Floating Rate Notes only – HISTORIC INTEREST RATES¹²

Details of historic [LIBOR/EURIBOR/EONIA/TEC10/CMS Rate] rates can be obtained from [Reuters/other].]

9. [Inflation Linked Notes only – PERFORMANCE OF INDEX AND OTHER INFORMATION CONCERNING THE UNDERLYING¹³

(i) Name of underlying index: [●]

(ii) Information about the index, its volatility and past and future performance can be obtained: [●]

The Issuer [[intends to provide post-issuance information [specify what information will be reported and where it can be obtained]] / [does not intend to provide post-issuance information]].

¹¹ Required only for derivative securities to which Annex XII to the Prospectus Directive Regulation applies.

¹² Required only for derivative securities to which Annex XII to the Prospectus Directive Regulation applies.

¹³ Required only for derivative securities to which Annex XII to the Prospectus Directive Regulation applies.

10. OPERATIONAL INFORMATION

ISIN Code: [●]

Common Code: [●]

Depositories:

(i) Euroclear France to act as Central Depository: [Yes/No]

(ii) Common Depository for Euroclear and Clearstream Luxembourg: [Yes/No]

Any clearing system(s) other than Euroclear Bank and Clearstream, Luxembourg and the relevant identification number(s): [Not Applicable/ give name(s), number(s) and address(es)]

Delivery: Delivery [against/ free of] payment

Name and addresses of additional Paying Agent(s) (if any): [Not Applicable/ give name(s) and address(es)]

11. DISTRIBUTION

Method of distribution: [Syndicated/ Non-Syndicated]

(i) If syndicated, names of Managers: [Not Applicable/ specify names]

(ii) Stabilising Manager(s) (if any): [Not Applicable/ specify names]

If non-syndicated, name of Dealer: [Not Applicable/ specify names]

U.S. selling restrictions: Reg. S Compliance Category 2; TEFRA C/ TEFRA D/ TEFRA rules Not Applicable
(TEFRA rules are not applicable to Dematerialised Notes)

12. [PLACING AND UNDERWRITING]¹⁴

Name and address of the coordinator(s) of the global offer and of single parts of the offer and, to the extent known to the Issuer or to the offeror, of the placers in the various countries where the offer takes place: [●]

Entities agreeing to underwrite the issue on a firm commitment basis, and entities agreeing to place the issue without a firm commitment or under 'best efforts' arrangements. Where not all of the issue is underwritten, a statement of the portion not covered: [●]

Date of underwriting agreement: [●]

¹⁴ Required only for derivative securities to which Annex XII to the Prospectus Directive Regulation applies.

Name and address of Calculation Agent: [•]

GENERAL INFORMATION

- (1) Application has been made to the CSSF, as competent authority in Luxembourg for the purposes of the Prospectus Directive, for approval of the Base Prospectus.

In compliance with Article 18 of the Prospectus Directive, application may also be made for the notification of certificate of approval to any competent authority of any member State of the EEA.

- (2) Each of Auchan Holding and Banque Accord has obtained all necessary corporate and other consents, approvals and authorisations in the Republic of France in connection with the update of the Programme.

Any issue of Notes by Auchan Holding under the Programme, to the extent that such Notes constitute *obligations*, requires the prior authorisation of (i) the *Directoire* of Auchan Holding, which may delegate its powers to its *Président* or, pursuant to the proposal of the latter, to any other member of the *Directoire*; or (ii) the Ordinary General Meeting of Auchan Holding's shareholders if (a) the *statuts* of Auchan Holding so require (at the date hereof the *statuts* of Auchan Holding do not require a resolution of the Ordinary General Meeting) or (b) the shareholders at an Ordinary General Meeting decide to authorise an issue of *obligations*, all pursuant to Article L.228-40 of the French *Code de commerce*. Any issue of Notes, to the extent that such Notes do not constitute *obligations*, will fall within the general powers of the *Directoire*.

For this purpose, on 17 December 2015 the *Directoire* of Auchan Holding has authorised issues of Notes constituting obligations up to an outstanding maximum aggregate amount of €2,500,000,000, which authority will, unless previously cancelled, expire on 16 December 2016 provided that the outstanding maximum aggregate amount of Notes under the Programme shall not exceed €6,600,000,000, and has authorised Mr. Wilhelm Hubner, Chairman of the Management Board (*Président du Directoire*) and, after consent of the latter, Mr. Xavier Delom de Mezerac, member of the *Directoire*, to issue Notes within the limits set out by the *Directoire* mentioned above and by the articles of association of Auchan Holding.

Any issue of Notes by Banque Accord under the Programme, to the extent that such Notes constitute *obligations*, requires the prior authorisation of (i) the *Conseil d'administration* of Banque Accord, which may delegate its powers to its *Président* or to any other member of the *Conseil d'administration*; or (ii) the Ordinary General Meeting of Banque Accord's shareholders if (a) the *statuts* of Banque Accord so require (at the date hereof the *statuts* of Banque Accord do not require a resolution of the Ordinary General Meeting) or (b) the shareholders at an Ordinary General Meeting decide to authorise an issue of *obligations*, all pursuant to Article L.228-40 of the French *Code de commerce*. Any issue of Notes, to the extent that such Notes do not constitute *obligations*, will fall within the general powers of the *Président* of the *Conseil d'administration* or a *Directeur général* of Banque Accord.

For this purpose, on 12 October 2015 the *Conseil d'administration* of Banque Accord has authorised issues of Notes constituting obligations up to an outstanding maximum aggregate amount of €1,500,000,000 which authority will, unless previously cancelled, expire on 11 October 2016 provided that the outstanding maximum aggregate amount of Notes under the Programme shall not exceed €2,000,000,000, and has authorised each member of the *Conseil d'administration* and the *Directeur général*, acting jointly or separately, to issue Notes within the limits set out by the *Conseil d'administration* mentioned above.

Accordingly, pursuant to the resolutions of the Issuers mentioned above, the outstanding maximum aggregate amount of Notes issued by the Issuers under the Programme shall not at any time exceed €8,600,000,000.

- (3) There has been no significant change in the financial or trading position of Banque Accord or of the Auchan Holding Group since the last financial report dated 30 June 2015 and there has been no significant change in the financial or trading position of Auchan Holding since

31 December 2015.

- (4) There has been no material adverse change in the financial position or prospects of Banque Accord or of the Auchan Holding Group since 31 December 2014 and there has been no material adverse change in the financial position or prospects of Auchan Holding since 31 December 2015.
- (5) Neither Auchan Holding nor Banque Accord nor any of their respective Subsidiaries is or has been involved in any governmental, legal or arbitration proceedings (including any such proceeding which are pending or threatened of which Auchan Holding or Banque Accord is aware), during a period covering the previous twelve (12) months which may have, or have had in the recent past, significant effects on the financial position or profitability of either Auchan Holding or Banque Accord or Auchan Holding Group.
- (6) So long as Notes may be issued pursuant to this Base Prospectus, copies of the following documents will be available, free of charge, during usual business hours on any weekday, for inspection at the registered office of the relevant Issuer:
 - (i) the *statuts* of the Issuers;
 - (ii) the interim financial statements ended 30 June 2015 of the Issuers as well as the published annual report and consolidated accounts (in French and, where available, in English) of each of the Issuers financial years ended 31 December 2013, 31 December 2014 and, where available, 31 December 2015;
 - (iii) 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;
 - (iv) a copy of this Base Prospectus together with any supplement to this Base Prospectus; and
 - (v) 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.
- (7) For so long as Notes may be issued pursuant to this Base Prospectus, the following documents will be available, on the website of the Luxembourg Stock Exchange (www.bourse.lu):
 - (i) 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;
 - (ii) this Base Prospectus together with any supplement to this Base Prospectus; and
 - (iii) the documents incorporated by reference in this Base Prospectus.
- (8) Copies of the latest annual report and annual non-consolidated and consolidated accounts of Auchan Holding (in French and, where available, in English) (in each case as soon as they are published) and copies of the latest annual report, annual non-consolidated and consolidated accounts of Banque Accord (in French and, where available, in English) (in each case as soon as they are published) will be available (i) during usual business hours at the registered office of the Issuers and (ii) on the Issuers' websites (<http://www.groupe-auchan.com/nos-resultats/rapports-annuels/> and <http://www.oney-banque-accord.com/index.php?id=68>).
- (9) In respect of Auchan Holding, KPMG SA at 3 Cours du Triangle, Immeuble le Palatin, 92939 Paris La Défense Cedex, France and PricewaterhouseCoopers Audit at 63 rue de Villiers, 92200 Neuilly-sur-Seine, France, respectively (both entities regulated by the *Haut Conseil du Commissariat aux Comptes* and duly authorised as *Commissaires aux comptes*), have audited and rendered audit reports on the consolidated financial statements of Auchan Holding for the

years ended 31 December 2014 and 31 December 2015 prepared in accordance with IFRS as adopted by the European Union.

- (10) In respect of Banque Accord, (a) KPMG SA at 3 Cours du Triangle, Immeuble le Palatin, 92939 Paris La Défense Cedex, France and PricewaterhouseCoopers Audit at 63 rue de Villiers, 92200 Neuilly-sur-Seine, France, respectively (both entities regulated by the *Haut Conseil du Commissariat aux Comptes* and duly authorised as *Commissaires aux comptes*), have audited and rendered audit reports on the consolidated financial statements of Banque Accord for the years ended 31 December 2013 and 31 December 2014 prepared in accordance with IFRS as adopted by the European Union and (b) KPMG SA at 3 Cours du Triangle, Immeuble le Palatin, 92939 Paris La Défense Cedex, France and PricewaterhouseCoopers Audit at 63 rue de Villiers, 92200 Neuilly-sur-Seine, France (both entities regulated by the *Haut Conseil du Commissariat aux Comptes* and duly authorised as *Commissaires aux comptes*), have reviewed and verified the condensed half-yearly consolidated financial statements of Banque Accord for the six(6)-month period ended 30 June 2015 prepared in accordance with IFRS as adopted by the European Union.

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Banque Accord
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Auditors to Auchan Holding

PRICEWATERHOUSECOOPERS AUDIT

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France

Auditors to Banque Accord

PRICEWATERHOUSECOOPERS AUDIT

Mr Alexandre DECRAND
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France

KPMG

M. Malcolm LARTY
1, cours Valmy
92923 PARIS LA DEFENSE CEDEX

KPMG

M. Malcolm LARTY
1, cours Valmy
92923 PARIS LA DEFENSE CEDEX

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BNP Paribas Securities Services

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