Base Prospectus dated 21 July 2026

RÉGIE AUTONOME DES TRANSPORTS PARISIENS

Euro 7,000,000,000

Euro Medium Term Note Programme

Under the Euro Medium Term Note Programme (the "**Programme**") described in this base prospectus (the "**Base Prospectus**"), Régie Autonome des Transports Parisiens (the "**Issuer**" or "**RATP**"), 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 will not at any time exceed Euro 7,000,000,000 (or the equivalent in other currencies) and may be denominated in any currency.

This Base Prospectus (together with any supplements thereto) constitutes a base prospectus for the purposes of Article 8 of Regulation (EU) 2017/1129 (as may be amended from time to time, the "**EU Prospectus Regulation**"). This Base Prospectus has been approved by the *Autorité des marchés financiers* (the "**AMF**") in France in its capacity as competent authority under the EU Prospectus Regulation and pursuant to the French *Code monétaire et financier* and received the approval no. 26-287 on 21 July 2026. The AMF only approves this Base Prospectus as meeting the standards of completeness, comprehensibility and consistency imposed by the EU Prospectus Regulation. Such approval should not be considered as an endorsement of the Issuer and of the quality of the Notes which are subject to this Base Prospectus. Investors should make their own assessment as to the suitability of investing in the Notes.

Application may be made (i) to the regulated market of Euronext Paris S.A. ("**Euronext Paris**") for Notes issued under the Programme during the period of twelve (12) months from the date of the approval of this Base Prospectus for Notes issued under the Programme to be admitted to trading and/or (ii) to the competent authority of any other member state of the European Economic Area ("**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, provided that the Base Prospectus is completed by one or more supplements, pursuant to Article 23 of the EU Prospectus Regulation, following the occurrence of any significant new factor, material mistake or material inaccuracy relating to the information included (including information incorporated by reference) in this Base Prospectus which may affect investors' assessment of the Notes. After 21 July 2027, the Base Prospectus, as supplemented, will expire and the obligation to supplement this Base Prospectus in the event of significant new factors, material mistakes or material inaccuracies will no longer apply.

Euronext Paris is a regulated market (a "**Regulated Market**") for the purposes of the Markets in Financial Instruments Directive 2014/65/EU, as amended ("**EU MiFID II**"). Notes which are not listed and admitted to trading on a Regulated Market may also be issued pursuant to the Programme. The relevant Final Terms in respect of the issue of any Notes (the "**Final Terms**"), a form of which is contained herein, will specify whether or not such Notes will be listed and admitted to trading, and, if so, the relevant Regulated Market.

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

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

Dematerialised Notes may, at the option of the Issuer, be in bearer dematerialised form (*au porteur*) inscribed as from the issue date in the books of Euroclear France ("**Euroclear France**") (acting as central depositary) which shall credit the accounts of Account Holders (as defined in the section "Terms and

Conditions of the Notes – Form, Denomination, Title and Method of Issue") including Euroclear Bank SA/NV ("**Euroclear**") and the depositary bank for Clearstream Banking, *société anonyme* ("**Clearstream**") or in registered dematerialised form (*au nominatif*) and, in such latter case, at the option of the relevant Noteholder (as defined in Condition 1.3(iv) of the Terms and Conditions below), in either fully registered form (*au nominatif pur*), in which case they will be inscribed either with the Issuer or with the registration agent (designated in the relevant Final Terms) acting on behalf of the Issuer, or in administered registered form (*au nominatif administré*) in which case they will be inscribed in the books of an Account Holder designated by the relevant Noteholders.

Materialised Notes will be in bearer materialised form only and may only be issued outside France. A temporary global certificate in bearer form without interest coupons attached (a "**Temporary Global Certificate**") will initially be issued in connection with Materialised Notes. Such Temporary Global Certificate will be exchanged for Definitive Materialised Notes in bearer form with, where applicable, coupons for interest attached, on or after a date expected to be on or about the fortieth calendar day after the issue date of the Notes (subject to postponement as described in the section "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 below) intended to be cleared through Euroclear and/or Clearstream, Luxembourg, be deposited on the issue date with a common depositary on behalf of Euroclear and/or Clearstream, Luxembourg and (b) in the case of a Tranche intended to be cleared through a clearing system other than or in addition to Euroclear and/or Clearstream, Luxembourg or delivered outside a clearing system, be deposited as agreed between the Issuer and the relevant Dealer (as defined below).

The Issuer is rated Aa3 (outlook negative) by Moody's France S.A.S ("**Moody's**") and A+ (outlook stable) by S&P Global Ratings Europe Limited ("**S&P**"). Each of Moody's and S&P is established in the European Economic Area and is registered under Regulation (EU) No 1060/2009 on credit rating agencies, as amended (the "**EU CRA Regulation**"). Each of Moody's and S&P is included in the list of credit rating agencies published by the European Securities and Markets Authority ("**ESMA**") on its website in accordance with EU CRA Regulation and they appear on the latest update of the list of registered credit rating agencies on the ESMA website https://www.esma.europa.eu/supervision/credit-rating-agencies/risk. Neither Moody's nor S&P is established in the United Kingdom (the "**UK**"), or are registered in accordance with Regulation (EC) No 1060/2009 as it forms part of the domestic law of the UK by virtue of the European Union (Withdrawal) Act 2018 (the "**UK CRA Regulation**"). The ratings of Moody's and S&P have been endorsed by Moody's Investors Service Ltd. and S&P Global Ratings UK Limited, respectively, in accordance with the UK CRA Regulation and have not been withdrawn. As such, the ratings issued by each of Moody's and S&P may be used for regulatory purposes in the UK in accordance with the UK CRA Regulation. Where Notes are rated, the applicable rating(s) will be specified in the relevant Final Terms. Whether or not a rating in relation to any Notes will be treated as having been issued by a credit rating agency established in the European Economic Area or in the UK and registered under the EU CRA Regulation or the UK CRA Regulation will be disclosed in the relevant Final Terms. As at the date of this Base Prospectus each of Moody's and S&P appear on the list of registered and certified rating agencies published by ESMA. A rating is not a recommendation to buy, sell or hold securities and may be subject to suspension, reduction or withdrawal at any time by the assigning rating agency.

In the case of any Notes which are to be admitted to trading on a Regulated Market, the minimum denomination shall be €100,000 (or its equivalent in any other currency as at the date of issue of the Notes).

This Base Prospectus (including any supplements to this Base Prospectus) and the information incorporated by reference in this Base Prospectus will be made available on the website of the Issuer (https://www.ratp.fr/groupe-ratp/newsroom/corporate/publications-legales) and this Base Prospectus (including any supplements to this Base Prospectus) will be available on the website of the AMF (www.amf-france.org).

Prospective investors should have regard to the factors described under the section headed "Risk Factors" in this Base Prospectus before deciding to invest in the Notes issued under the Programme.

Arranger for the Programme

BNP PARIBAS

Dealers

BARCLAYS
BNP PARIBAS
CRÉDIT AGRICOLE CIB
DEUTSCHE BANK
GOLDMAN SACHS BANK EUROPE SE
HSBC
J.P. MORGAN
LA BANQUE POSTALE
NATIXIS
SOCIÉTÉ GÉNÉRALE CORPORATE & INVESTMENT BANKING

IMPORTANT NOTICES

This Base Prospectus including the information incorporated by reference herein (together with any Supplements to this Base Prospectus published from time to time (each a "**Supplement**" and together the "**Supplements**")) constitutes a base prospectus for the purposes of Article 8 of the EU Prospectus Regulation and has been prepared for the purpose of giving all necessary information with regard to the Issuer and the Notes which, according to the particular nature of the Issuer and the Notes, is material to an investor for making an informed assessment of the assets and liabilities, financial position, profit and losses and prospects of the Issuer, the rights attached to the Notes, the reasons for the issuance of Notes and its impact on the Issuer.

This Base Prospectus should be read and construed in conjunction with any Supplement thereto, all information which is incorporated by reference (see the section "Information Incorporated by Reference") and with the relevant Final Terms. The Base Prospectus does not constitute an offer of, or an invitation by or on behalf of the Issuer, the Dealers or the Arranger to subscribe for, or purchase, any Notes and should not be considered as a recommendation by any of the Issuer, the Arranger or the Dealers that any recipient of the Base Prospectus, any Final Terms or any other information incorporated by reference should purchase the Notes.

Other than in relation to the information which is deemed to be incorporated by reference (see the section “Information Incorporated by Reference”), the information on the websites to which this Base Prospectus refers does not form part of this Base Prospectus (including, for the avoidance of doubt, any information on the website which appears in the information incorporated by reference) unless that information is incorporated by reference in the Base Prospectus and has not been scrutinised or approved by the AMF.

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

The distribution of the Base Prospectus, any Final Terms, any offering materials and the offering or sale of the Notes in certain jurisdictions may be restricted by law. Persons into whose possession the Base Prospectus comes are required 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**") and may include Notes that are subject to U.S. tax law requirements. Subject to certain exceptions, Notes may not be offered, sold or delivered within the United States or to, or for the account or benefit of, U.S. persons (as defined in Regulation S under the Securities Act or in the case of Materialised Notes in bearer form, the U.S. Internal Revenue Code of 1986, as amended). For a description of certain restrictions on offers and sales of Notes and on distribution of the Base Prospectus and any Final Terms, see "Subscription and Sale".

None of the Dealers or the Arranger has separately verified or makes any representation, express or implied, or accepts any responsibility, with respect to the accuracy or completeness of any of the information in this Base Prospectus. Each potential purchaser of Notes should determine for itself the relevance of the information contained in the Base Prospectus and its purchase of Notes should be based upon such investigation as it deems necessary. None of the Dealers or the Arranger undertakes to review the financial condition or affairs of the Issuer during the life of the arrangements contemplated by this Base Prospectus nor to advise any investor or potential investor in the Notes of any information coming to the attention of any of the Dealers or the Arranger.

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

A prospective investor may not rely on the Issuer, the Arranger 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.

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

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 acquired, sold or transferred or other jurisdictions. In some jurisdictions, no official statements of the tax authorities or court decisions may be available for financial instruments such as the Notes. Potential investors are advised not to rely upon the tax information contained in this Base Prospectus and/or in the Final Terms (which does not constitute tax advice) 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.

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

In the Base Prospectus, unless otherwise specified or the context otherwise requires, references to "**Euro**", "**EUR**" or "**€**" are to the lawful currency of member states of the European Union that adopt the single currency introduced in accordance with the Treaty establishing the European Community (as amended), references to "**Canadian Dollars**" or "**CAD**" are the lawful currency of Canada, references to "**Australian dollars**" or "**AUD**" are the lawful currency of Australia, references to "**New Zealand dollars**" or "**NZD**" are the lawful currency of New Zealand, reference to "**Sterling**", "**GBP**" or "**£**" are to the lawful currency of the United Kingdom, references to "**Hong Kong dollars**" or "**HKD**" are to the lawful currency of Hong Kong, references to "**Swiss francs**" or "**CHF**" are the lawful currency of Switzerland, references to "**Japanese yen**", "**JPY**" or "**yen**" are to the lawful currency of Japan and references to "**U.S.$**", "**USD**" or "**dollars**" are to the lawful currency of the United States of America.

PROHIBITION OF SALES TO EEA RETAIL INVESTORS - The Notes are not intended to be offered, sold or otherwise made available to and should not be offered, sold or otherwise made available to any retail investor in the European Economic Area (the "**EEA**"). For these purposes, a retail investor means a person who is one (or more) of: (i) a retail client as defined in point (11) of Article 4(1) of Directive 2014/65/EU (as amended, "**EU MiFID II**"); (ii) a customer within the meaning of Directive (EU) 2016/97 on insurance distribution (the "**Insurance Distribution Directive**", as amended or superseded), where that customer would not qualify as a professional client as defined in point (10) of Article 4(1) of EU MiFID II or (iii) not a qualified investor as defined in the EU Prospectus Regulation. Consequently, no key information document required by Regulation (EU) No 1286/2014 (the "**EU PRIIPs Regulation**") for offering or selling the Notes or otherwise making them available to retail investors in the EEA has been prepared and therefore offering or selling the Notes or otherwise making them available to any retail investor in the EEA may be unlawful under the EU PRIIPs Regulation.

PROHIBITION OF SALES TO UK RETAIL INVESTORS – The Notes are not intended to be offered, sold, distributed or otherwise made available to and should not be offered, sold, distributed or otherwise made available to any retail investor in the United Kingdom ("**UK**"). For these purposes, a retail investor means a person who is either one (or both) of the following: (i) not a professional client, as defined in point (8) of Article 2(1) of Regulation (EU) No 600/2014 as it forms part of the domestic law by virtue of the European Union (Withdrawal) Act 2018 (the "**EUWA**"); or (ii) not a qualified investor as defined in paragraph 15 of Schedule 1 to the Public Offers and Admissions to Trading Regulations 2024. Consequently, no disclosure document required by the FCA Product Disclosure Sourcebook ("**DISC**") for offering or selling the Notes or otherwise making them available to retail investors in the UK has been prepared and therefore offering, selling or distributing the Notes or otherwise making them available to any retail investor in the UK may be unlawful under DISC and the Consumer Composite Investments (Designated Activities) Regulations 2024.

EU MiFID II PRODUCT GOVERNANCE / TARGET MARKET – The relevant Final Terms in respect of any Notes will include a legend entitled "EU MiFID II Product Governance" which will outline the determination of the target market of the Notes and which channels for distribution of the Notes are appropriate. Any person subsequently offering, selling or recommending the Notes (a "**distributor**") should take into consideration such determination; however, a distributor subject to EU MiFID II is responsible for undertaking its own target market assessment in respect of the Notes (by either adopting or refining the manufacturers' target market assessment) and determining appropriate distribution channels.

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

UK MiFIR PRODUCT GOVERNANCE / TARGET MARKET – The relevant Final Terms in respect of any Notes may include a legend entitled "**UK MiFIR Product Governance**" which will outline the target market assessment in respect of the Notes and which channels for distribution of the Notes are appropriate. Any person subsequently offering, selling or recommending the Notes (a "**distributor**") should take into consideration the target market assessment; however, a distributor subject to the FCA Handbook Product Intervention and Product Governance Sourcebook (the "**UK MiFIR Product Governance Rules**") is responsible for undertaking its own target market assessment in respect of the Notes (by either adopting or refining the manufacturers' target market assessment) and determining appropriate distribution channels.

A determination will be made in relation to each issue about whether, for the purpose of the UK MiFIR Product Governance Rules, any Dealer subscribing for any Notes is a manufacturer in respect of such Notes, but otherwise neither the Arranger nor the Dealers nor any of their respective affiliates will be a manufacturer for the purpose of the UK MiFIR Product Governance Rules.

Notification under Section 309B of the Securities and Futures Act 2001 – The relevant Final Terms in respect of any Notes may include a legend entitled "*Singapore Securities and Futures Act Product Classification*" which will state the product classification of the Notes pursuant to Section 309B(1) of the Securities and Futures Act 2001 (2020 Revised Edition) (the "**SFA**"). The Issuer will make a determination and provide the appropriate written notification to "relevant persons" in relation to each issue about the classification of the Notes being offered for the purposes of Section 309B(1)(a) and Section 309B(1)(c) of the SFA.

Important notice relating to Eligible Green Projects

None of the Dealers accepts any responsibility for any social and environmental assessment (as applicable) of any Notes issued as Green Bonds (as defined below) or makes any representation or warranty or assurance whether such Notes will meet any investor expectations or requirements regarding such "green", "sustainable", social or similar labels. None of the Dealers is responsible for the use or allocation of proceeds for any Notes issued as Green Bonds, nor the impact or monitoring of such use of proceeds nor do any of the Dealers undertake to ensure that there are at any time sufficient Eligible Green Projects to allow for allocation of a sum equal to the net proceeds of the issue of such Green Bonds in full.

Moreover, if Green Bonds are listed or admitted to trading on a specific segment of any stock exchange for Green Bonds, or included in an index or indices, neither the Issuer nor any Dealer makes any representation as to the satisfaction of such Green Bonds to fulfil the criteria of such specific segments, index or indices, or, if Green Bonds are listed or admitted to trading, that any such listing or admission to trading, or inclusion in such index or indices, will be maintained during the life of the Green Bonds.

In addition none of the Dealers makes any representation nor has conducted any due diligence on the Issuer's Green Bond Framework (as defined in the section "Use of Proceeds"). Vigeo Eiris has issued a Second Party Opinion (as defined in the section "Use of Proceeds") on the Issuer's Green Bond Framework. No representation or assurance is given by the Dealers as to the suitability or reliability of the Second Party Opinion or any opinion or certification of any third party made available in connection with an issue of Notes issued as Green Bonds. As at the date of this Base Prospectus, the providers of such opinions and certifications are not subject to any specific regulatory or other regime or oversight. The Second Party Opinion and any other such opinion or certification is not, nor should be deemed to be, a recommendation by the Dealers, or any other person to buy, sell or hold any Notes and is current only as of the date it is issued. The criteria and/or considerations that formed the basis of the Second Party Opinion or any such other opinion or certification may change at any time and the Second Party Opinion may be amended, updated, supplemented, replaced and/or withdrawn. Prospective investors must determine for themselves the relevance of any such opinion or certification and/or the information contained therein. The Issuer's Green Bond Framework may also be subject to review and change and may be amended, updated, supplemented, replaced and/or withdrawn from time to time and any subsequent version(s) may differ from any description given in this Base Prospectus. The Issuer's Green Bond Framework, the Second Party Opinion and any other such opinion or certification does not form part of, nor is incorporated by reference in, this Base Prospectus.

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GENERAL DESCRIPTION OF THE PROGRAMME

The following overview is qualified in its entirety by the remainder of this Base Prospectus. It constitutes a general description of the Programme for the purposes of Article 25.1(b) of the Commission Delegated Regulation (EU) 2019/980. It does not, and is not intended to, constitute a summary of this Base Prospectus within the meaning of Article 7 of the EU Prospectus Regulation or any implementing regulation thereof and it does not purport to be complete.

Issuer	Régie Autonome des Transports Parisiens
Legal Entity Identifier (LEI)	969500K59E47ULNCAQ69
Description	Euro Medium Term Note Programme (the "**Programme**")
Arranger	BNP PARIBAS
Dealers	Barclays Bank Ireland PLC, BNP PARIBAS, Crédit Agricole Corporate and Investment Bank, Deutsche Bank Aktiengesellschaft, Goldman Sachs Bank Europe SE, HSBC Continental Europe, J.P. Morgan SE, La Banque Postale, Natixis and Société Générale The Issuer may from time to time terminate the appointment of any Dealer under the Programme or appoint additional Dealers either in respect of one or more Tranches or in respect of the whole Programme. References in this Base Prospectus to "**Permanent Dealers**" are to the persons listed above as Dealers and to such additional persons which are appointed as Dealers in respect of the whole Programme (and whose appointment has not been terminated) and to "**Dealers**" are to all Permanent Dealers and all persons appointed as a Dealer in respect of one or more Tranches. The identity of the Dealer(s) in respect of a specific Tranche will be disclosed in the relevant Final Terms.
Fiscal Agent and Principal Paying Agent	BNP PARIBAS.
Paying Agent	BNP PARIBAS.
Programme Limit	Up to Euro 7,000,000,000 (or the equivalent in other currencies at the date of issue) aggregate nominal amount of Notes outstanding at any one time.
Currencies	Subject to compliance with all relevant laws, regulations and directives, Notes may be issued in any currency agreed between the Issuer, the relevant Dealers and specified in the relevant Final Terms.
Maturities	Subject to compliance with all relevant laws, regulations and directives, any maturity greater than one month.
Denominations	The Notes will be issued in such denominations as may be specified in the relevant Final Terms, save that (i) in case of any Notes which are to be listed or admitted to trading on a regulated market of a member state of the EEA, the minimum specified denomination shall be €100,000 (or its equivalent in any other currency as at the date of issue of the Notes); and (ii) unless otherwise permitted by then current laws and regulations, Notes (including Notes denominated in sterling) having a maturity of less than one year and in respect of which

	the issue proceeds are to be accepted by the Issuer in the United Kingdom or whose issue otherwise constitutes a contravention of section 19 of the Financial Services and Markets Act 2000 will have a minimum denomination of £100,000 (or its equivalent in other currencies).
Method of Issue	The Notes will be issued on a syndicated or non-syndicated basis. The Notes will be issued in series (each a "**Series**") having one or more issue dates and on terms otherwise identical (other than in respect of the first payment of interest), the Notes of that 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, on a continuous basis with no minimum issue size. Further Notes may be issued as part of an existing Series.
Form of Notes	Notes may be issued in either dematerialised form ("**Dematerialised Notes**") or in materialised form ("**Materialised Notes**"). Dematerialised Notes may, at the option of the Issuer, be issued in bearer dematerialised form (*au porteur*) or in registered dematerialised form (*au nominatif*) and, in such latter case, at the option of the relevant Noteholder, in either fully registered form (*au nominatif pur*) or administered registered form (*au nominatif administré*). No physical documents of title will be issued in respect of Dematerialised Notes. See "Terms and Conditions of the Notes – Form, Denomination, Title and Method of Issue". Materialised Notes will be in bearer materialised form only. A temporary Global Certificate will be issued initially in respect of each Tranche of Materialised Notes. Materialised Notes may only be issued outside France. See "Terms and Conditions of the Notes – Form, Denomination, Title and Method of Issue".
Issue Price	Notes may be issued at their nominal amount or at a discount or premium to their nominal amount. Partly-paid Notes may be issued, the Issue Price of which will be payable in two or more instalments. The Issue Price of the Notes will be specified in the relevant Final Terms.
Fixed Rate Notes	Fixed interest will be payable in arrear on the date or dates in each year specified in the relevant Final Terms.
Floating Rate Notes	Floating Rate Notes will bear interest determined separately for each Series as follows: (i) by reference to EURIBOR or by reference to a Successor Rate or Alternative Rate, as may be determined by the Independent Adviser if a Benchmark Event occurs, as adjusted for (i) any applicable adjustment spread (in the case of a Successor Rate or Alternative Rate only); (ii) by reference to SONIA, calculated using either "Lag Method" or the "Observation Shift Method"; or

	(iii) by reference to €STR, calculated using either "Lag" or "Observation Shift", and any applicable margin. Interest periods will be specified in the relevant Final Terms.
Fixed to Floating Rate Notes	Fixed to Floating Rate Notes are Notes for which a change of interest basis is specified to be applicable in the relevant Final Terms.
Zero Coupon Notes	Zero Coupon Notes may be issued at their nominal amount or at a discount to it and will not bear interest.
Dual Currency Notes	Payments (whether in respect of principal or interest and whether at maturity or otherwise) in respect of Dual Currency Notes will be made in such currencies, and based on such rates of exchange as may be specified in the relevant Final Terms.
Interest Periods and Rates of Interest	The length of the interest periods for the Notes and the applicable rate of interest or its method of calculation may differ from time to time or be constant for any Series. Notes may have a maximum interest rate, a minimum interest rate, or both. The use of interest accrual periods permits the Notes to bear interest at different rates in the same interest period. All such information will be set out in the relevant Final Terms. The minimum/maximum interest rate (that is the reference rate plus any applicable Margin) shall at all times not be less than zero.
Benchmark Discontinuation	If a Benchmark Event occurs (as defined in Condition 4.4(b)), the Issuer shall use reasonable endeavours to appoint an Independent Adviser, as soon as reasonably practicable, to determine a Successor Rate (as such terms are defined in Condition 4.4(b)), the related adjustment and/or amendments to the terms of the relevant Series of Notes are further described in Condition 4.4(b).
Redemption	The Final Terms issued in respect of each issue of Notes will specify the basis for calculating the redemption amounts payable. Unless permitted by then current laws and regulations, Notes (including Notes denominated in sterling) having a maturity of less than one year from the date of issue and in respect of which the issue proceeds are to be accepted by the Issuer in the United Kingdom or whose issue otherwise constitutes a contravention of section 19 of the Financial Services and Markets Act 2000 will have a minimum redemption value of £100,000 (or its equivalent in other currencies).
Redemption by Instalments	The relevant Final Terms issued in respect of each issue of Notes which are redeemable in two or more instalments will set out the dates on which, and the amounts in which, such Notes may be redeemed.
Optional Redemption	The relevant Final Terms issued in respect of each issue of Notes will state whether such Notes may be redeemed before their stated maturity at the option of the Issuer (either in whole or in part) and/or the holders and if so the terms applicable to such redemption.

Status of the Notes	The Notes will constitute direct, unconditional, unsubordinated and unsecured obligations of the Issuer all as described in "Terms and Conditions of the Notes – Status".
Negative Pledge	See "Terms and Conditions of the Notes – Negative Pledge".
Cross Default	See "Terms and Conditions of the Notes – Events of Default".
Rating	Tranches of Notes issued under the Programme may be rated or unrated. As at the date of this Base Prospectus, Moody's and S&P are credit rating agencies established in the European Economic Area, registered under Regulation (EC) No 1060/2009 (as amended) on credit rating agencies ("**EU CRA Regulation**") and included in the list of credit rating agencies published by the European Securities and Markets Authority ("**ESMA**") on its website in accordance with the EU CRA Regulation (https://www.esma.europa.eu/supervision/credit-rating-agencies/risk). Neither Moody's nor S&P is established in the United Kingdom (the "**UK**"), or are registered in accordance with Regulation (EU) No 1060/2009 as it forms part of the domestic law of the UK by virtue of the European Union (Withdrawal) Act 2018 (the "**UK CRA Regulation**"). The ratings of Moody's and S&P have been endorsed by Moody's Investors Service Ltd. and S&P Global Ratings UK Limited, respectively, in accordance with the UK CRA Regulation and have not been withdrawn. As such, the ratings issued by each of Moody's and S&P may be used for regulatory purposes in the UK in accordance with the UK CRA Regulation. Where a Tranche of Notes is rated, such rating will not necessarily be the same as the rating assigned to other Notes issued under the Programme. The relevant Final Terms will specify whether or not credit ratings are issued by a credit rating agency established in the European Economic Area or the UK and registered under the EU CRA Regulation or the UK CRA Regulation. A rating is not a recommendation to buy, sell or hold securities and may be subject to suspension, reduction or withdrawal at any time by the assigning rating agency.
Early Redemption	Except as provided in "Optional Redemption" above, Notes will be redeemable at the option of the Issuer prior to maturity only for tax reasons.
Withholding Tax	All payments in respect of the Notes will be made without deduction for or on account of French withholding taxes, subject as provided in Condition 7 (*Taxation*). In the event that any such deduction is made, the Issuer will, save in certain limited circumstances provided in Condition 7 (*Taxation*), be required to pay additional amounts to cover the amounts so deducted.
Governing Law and Jurisdiction	French law. Any claim against the Issuer in connection with any Notes, Coupons or Talons will be submitted to the exclusive jurisdiction of the competent courts in Paris.
Listing and Admission to Trading	Each Series issued under the Programme may be listed and admitted to trading on Euronext Paris and/or any other stock exchange as may be agreed between the Issuer and the

	relevant Dealer(s) and specified in the relevant Final Terms, or may be unlisted.
Selling Restrictions	There are restrictions on the sale of Notes and the distribution of offering material in various jurisdictions. See "Subscription and Sale". The Notes to be issued by the Issuer qualify under Category 2 for the purposes of Regulation S under the Securities Act. Materialised Notes will be issued in compliance with US Treas. Reg. §1.163-5(c)(2)(i)(D) (the "**D Rules**") unless the relevant Final Terms state that such Materialised Notes are issued in compliance with US Treas. Reg. §1.163-5(c)(2)(i)(C) (the "**C Rules**"), or (ii) such Materialised Notes are issued other than in compliance with the D Rules or the C Rules but in circumstances in which the Notes will not constitute "registration required obligations" under the United States Tax Equity and Fiscal Responsibility Act of 1982 ("**TEFRA**"), which circumstance will be referred to in the relevant Final Terms as a transaction to which TEFRA is not applicable. The TEFRA rules do not apply to Dematerialised Notes.
Clearing Systems	Clearstream, Luxembourg, Euroclear or any other clearing system (provided proper clearing and settlement procedures have previously been put in place) that may be agreed between the Issuer, the Fiscal Agent and the relevant Dealer in relation to Materialised Notes.
Central Depositary	Euroclear France in relation to Dematerialised Notes.
Use of Proceeds	The net proceeds from each issue of Notes will be used for the financing of the Issuer's investment programme or the buy-back of outstanding bonds of the Issuer. If there is another particular identified use of proceeds, such as that described below, this will be stated in the relevant Final Terms. The relevant Final Terms may provide that the net proceeds of an issue of Notes concerns one or more of the Eligible Green Projects (as defined in the section "Use of Proceeds").

RISK FACTORS

The Issuer believes that the following factors may affect its ability to fulfil its obligations under Notes issued under the Programme. All of these factors are contingencies which may or may not occur.

In accordance with the provisions of Article 16 of the EU Prospectus Regulation, the risk factors set out below are limited to those that are specific to the Issuer and the Notes and material to an informed investor's decision to invest in the Notes.

The Issuer believes that the factors described below and in the information incorporated by reference represent the principal risks inherent in investing in Notes issued under the Programme. Prospective investors should read the detailed information set out elsewhere in this Base Prospectus (including any documents deemed to be incorporated by reference herein) and reach their own views prior to making any investment decision.

Terms defined herein shall have the same meaning as in the "Terms and Conditions of the Notes".

RISK FACTORS RELATING TO THE ISSUER

Main risk factors

The following table classifies the main risk factors to which RATP Group is exposed into six categories: (1) Strategy/Business, (2) Safety/Security, (3) Governance, (4) Operation, (5) HR/social, (6) Financial/Purchase

In order to determine the importance of each of these risks, they are assessed in relation to their probability of occurrence and the extent of their negative impact, taking into account the effect of the risk management measures put in place. This approach of "net risk" is in compliance with the ESMA Guidelines on risk factors. Moreover, for each category, the risks are listed in decreasing order of importance, according to a three-level criticality scale ("net risk"): high, medium, and low.

Strategy/Business	medium	Risk related to the management of transitions in Ile-de-France
	medium	Robustness of the business model
Safety/Security	high	Cyber-risk
	high	Terrorist attacks
	medium	Road accidents
	low	Rail accidents
Governance	medium	Business conduct risk
	medium	Breach of the rules of ethics
	medium	Non-Compliance with the GDPR
Operation	medium	Infrastructure availability risk
	medium	Major project management risk
	medium	Climate events
	low	Transition risks
	low	Fire
HR / Social	medium	Absenteeism
	medium	Occupational hazards
	medium	Lack of necessary skills
	low	Pandemic risk
Financial / Purchase	medium	Supply chain risk – rail industry failure
	low	Liquidity

Description of the main risk factors

For the description of risk management measures related to these risk factors please refer to the 2025 financial and sustainability report section "Internal control and risk management".

Strategy/Business

▶ **Risk related to the management of transitions in Ile-de-France** medium

As part of the opening of public transport services to competition in Ile-de-France, starting with the historic bus network, RATP Group faces various challenges in the context of the transition:

- continuation of bus operations under a monopoly for a transitional period of two years (2025-2026), during which the activity will be gradually handed over to new operators under public service contracts;
- resumption of operations for contracts awarded to the subsidiary RATP Cap Ile-de-France.

Some components of this complex transition may have negative impacts on service quality, social climate, costs and revenues, and the reputation of RATP and its subsidiary RATP Cap Ile-de-France:

- operational impacts on RATP EPIC's historic Paris bus network, from 2025 until the end of the phased transition period in November 2026, in an unprecedented multi-operator operating environment;
- potential social tensions (social unrest, absenteeism) that would affect RATP's ability to deliver its bus transport service during the transition period;
- potential difficulties encountered by RATP in carrying out service continuity missions (notably relating to cross-functional information systems) that Ile-de-France Mobilités has asked RATP to perform on its behalf for all new bus operators;

- failure to meet key objectives (service quality, service levels, performance indicators, social climate and associated costs) set out in a new public service contract awarded to RATP Cap Ile-de-France, resulting in losses of revenue and contractual penalties.

For RATP, the challenges of 2026 will mainly focus on implementing the 4 successive transition waves from March to November, with the aim of ensuring a smooth transition without impacting operational continuity and service quality for passengers.

▶ **Robustness of the business model** medium

The gradual opening to competition of public transport in Ile-de-France (2025-2026 for the bus network, 2030 for the tram network and 2040 for the metro and RER networks), combined with growing pressure on the resources of public transport authorities resulting from the macroeconomic context, changes in the labour market, changing mobility habits (including the lasting effects of Covid- 19), and the scale of development and upgrade investments implemented to promote modal shift and adapt infrastructure to climate change, could all have a negative impact on RATP Group’s business model and results.

Since 2020, the macroeconomic environment has had a negative impact on RATP Group’s financial results, with a “price scissors” effect characterised by (i) higher operating costs, particularly energy costs; (ii) slower revenue growth, due to the reduced effectiveness of contractual indexation clauses in a highly inflationary environment, the continued absence of traffic returning to its pre-Covid levels, and increased budgetary constraints on local authorities and transport authorities; (iii) higher direct and indirect costs associated with high staff absenteeism.

The situation has improved over the past two years, due to the slowdown in inflation, the successful action plan to reduce absenteeism, and the conclusion in July 2025 of a new operating contract with IDFM, but the risks mentioned above remain. While the development of public transport is essential for the success of the ecological transition, the decarbonisation of the economy and for improving the quality of life in cities, its business model risks being undermined by these recent changes, through insufficient growth in tariff revenues and increased costs, limiting both the financing of operations and investments.

RATP Group’s revenue will be adversely impacted by the partial loss of activity on its historic bus network: following the tenders, RATP Cap Ile-de-France will operate through public service contracts 70% of the business, the remaining part having been awarded to competitors. This decline is expected to be offset in 2026 by revenue growth from subsidiaries, through tenders won for other public transport networks in the Ile-de-France region (such as the T12/T13 tram-train), elsewhere in France (such as the Lyon metro and tram network won by RATP Dev in 2024, and the Caen and Beziers networks won in 2025) and abroad (United States, Australia), as well as through the business diversification, notably with the award of the City of Paris heating network concession agreement to RATP Solutions Ville, in consortium with Dalkia and Eiffage, at the end of 2025.

The impact on RATP Group net income remains uncertain at this stage: it will now depend on RATP Group’s success in implementing the newly awarded contracts, in line with the objectives of the business plans in terms of profitability. This contrasts with the previous situation, where the Bus business was operated as a monopoly by RATP EPIC under the 2021–2024 operating contract, which was effectively imbalanced.

The financial trajectory will also depend on RATP’s ability to reduce its SG&A expenses (corporate functions and shared service centers) at a pace aligned with the decrease in bus network activity, as well as within operational structures.

The current geopolitical tensions in the Middle East will increase the volatility of the business in the coming months, as they could lead to energy cost increases, general inflation, slowdown in economic growth, or supply chain disruption for some commodities or spare parts, leading to increase in delivery times and prices. This context could have a negative impact on the financial and operational performance of current contracts, and the pace of investment projects implementation.

Safety/Security

- **Cyber-risk** high

The security of information systems is subject to constant vigilance, due to the growing threat of cybercrime, compounded by heightened international tensions and state-sponsored threats. Cyberattacks can take many forms and attackers may pursue various objectives, including malicious intent, sabotage, or data theft. The consequences for a company can be extremely significant, including service disruptions, data loss, repair costs, and reputational damage.

RATP Group, like all major European operators, is exposed to substantial cybersecurity risks, affecting not only its social and economic activities but also its industrial systems.

RATP Group is also strongly impacted by evolving national and European cybersecurity regulations, including the 2025 Military Programming Act in France, NIS 2 (Network and Information Security), CER (Critical Entities Resilience), and the CRA (Cyber Resilience Act). The company is therefore implementing the necessary resources to ensure compliance with these various requirements, which demand stronger safeguards and more detailed analysis at every stage, including across the entire value chain. Organisations are increasingly being held accountable in the event of a data breach or security incident. Failure to comply with these requirements could result in significant financial and legal penalties for RATP Group, as well as a negative impact on its image.

The current geopolitical instability, particularly tensions in the Middle East and Eastern Europe, could constitute an aggravating factor likely to increase the group's exposure to cyber threats.

- **Terrorist attack risk** high

As a major player in the economic life of Ile-de-France and a French corporate group with an international presence, RATP Group pays particular attention to the risk of terrorist attacks, notably in the context of an increased threat to French interests, both at home and abroad.

Faced with terrorism on its premises, as occurred in 1995 (Saint-Michel station) and 1996 (Port-Royal station), RATP strives to identify and prevent, on an ongoing basis, the various scenarios according to which acts of a terrorist nature could be committed and target the vehicles, stations and passenger areas, infrastructure and networks operated by RATP Group.

Such an event could result in significant loss of lives and have a considerable negative impact on the reputation of RATP Group, as well as legal, operational and financial consequences (property damage, legal damages, increased insurance costs, loss of business, etc.).

In a context of heightened international tensions, particularly in the Middle East, the terrorist threat environment in France and worldwide remains elevated. As a major public transport operator, RATP Group remains vigilant to potential impacts on its networks, operations and passengers.

- **Road accidents** medium

Road safety is a strong hallmark of RATP Group's identity.

The passenger transport activity carries various risk factors regarding:

- compliance with regulatory requirements relating to passenger transport, notably in terms of working conditions, the highway code and vehicle road-worthiness testing standards;
- traffic conditions, notably in densely populated areas;
- oversight and management of road safety within the Group's operational divisions and subsidiaries operating road networks.

A significant increase in the frequency of road accidents could have substantial negative consequences on RATP Group's reputation, as well as legal, operational, and financial consequences (property damage, legal damages, increased insurance costs, loss of business, etc.).

In 2025, RATP EPIC and RATP Cap Île-de-France recorded a total of 6.14 accidents per 100,000 commercial kilometres operated, including traffic accidents and individual passenger accidents. More specifically, RATP EPIC reported a rate of 6.26 incidents per 100,000 kilometres operated, marking an improvement compared with the 7.1 recorded in 2024. Meanwhile, RATP Cap Île-de-France reported a rate of 5.1 incidents per 100,000 kilometres operated (excluding individual passenger incidents). The majority of accidents involve third-party vehicles (more than 65% in 2025 within the EPIC perimeter) reflecting the challenges of operating in the dense traffic conditions of Paris and its inner suburbs.

- **Rail accidents** low

Railway safety is a matter of great importance and a daily concern for the Group given the potential human and financial impacts of an accident.

As such, the risk of rail accidents is identified as a major risk for RATP Group, potentially leading to collective or individual accidents such as train collisions, derailments, fires, or passengers being struck by trains. Such an event could have a significant impact on the reputation of RATP Group, as well as legal, operational, and financial consequences (property damage, legal damages, increased insurance costs, loss of business, etc.).

The net exposure to this risk is nevertheless considered low, given all the internal barriers in place to mitigate it.

In 2025, RATP EPIC, RATP Dev (within its scope in France), and RATP Cap Île-de-France recorded a total of 1.17 accidents per 100,000 commercial kilometres operated, including both collective incidents and individual passenger accidents. Overall, this combined accident rate shows a slight increase compared with 2024 (1.08), but remains below the 2023 level (1.29). A closer look at each of the Group's entities (EPIC, RATP Dev, and RATP Cap Île-de-France) reveals improvements in their respective accident rates, reflecting an overall enhancement in passenger safety conditions. However, changes in their relative weighting (particularly the share of kilometres operated by RATP Dev which rose from 3.2% to 18.7% of the Group's total kilometres operated in France) have contributed to the slight deterioration in the consolidated indicator.

Governance

- **Business conduct risk** medium

The integrity and development of RATP Group's activities are based on a zero-tolerance policy towards malpractice and a total rejection of corruption and influence peddling in all its forms, the combating of conflicts of interest and fraud, and strict compliance with competition rules.

The main compliance risks addressed relate to situations where RATP Group is in the position of purchaser, or a bidder in the case of calls for tenders. These risks underlie all aspects of our activities and can take the form, in everyday business life, of gifts, invitations, conflicts of interest, sponsorship, patronage, lobbying and facilitation payments.

A breach of compliance rules, which would be contrary to the Group's values, would have a significant impact on its image and may harm its growth in current and future markets. This could result in financial penalties of up to 10% of consolidated revenue for breach of competition rules, €5 million for corruption in France, and up to several hundred million euros in cases of international corruption.

▶ Breach of the rules of ethics — medium

In terms of ethics, there are many risk factors, given society's heightened sensitivity to discrimination, sexual or workplace harassment, respect for human rights and gender equality. The same applies to the reaffirmation of republican principles in France, in particular secularism and religious neutrality.

The approach adopted by RATP Group is that any employee faced with a sensitive and/or unprecedented situation must be able to make an appropriate decision that respects the code of ethics, complies with applicable law, and considers the requirements expected by the Group. This stance applies equally to issues relating to secularism and to combating discrimination and harassment.

The occurrence of an ethical risk could have a significant impact on the Group's reputation and would be at odds with the ever-growing concerns of stakeholders. Furthermore, unethical behaviour is likely to result in direct or indirect costs for the company (litigation, loss of tenders, boycotts).

▶ Non-Compliance with the GDPR — medium

Personal data protection is governed by European Regulation 2016/679 of 27 April 2016, the General Data Protection Regulation (GDPR), which came into direct effect in the Member States of the European Union on 25 May 2018.

As a public transport operator, RATP Group collects and processes the personal data of its customers and employees, notably data relating to ticketing, geolocation, video surveillance, human resources management, customer relations, communication and marketing. This data is sensitive and must be protected; otherwise, penalties may apply.

The risk identified for RATP Group is the deliberate or negligent violation of the General Data Protection Regulation in the management of customer or employee data, resulting in financial and/ or criminal penalties.

This risk can manifest itself in various ways, notably:

- a breach of security leading to unauthorised access, corruption, loss or disclosure of personal data;
- an error in processing, which may occur when an RATP Group employee performs an incorrect operation, for example by modifying, deleting, copying or sharing data inappropriately. This type of error can have negative consequences for the data subject, such as an invasion of privacy, receipt of unwanted messages, or exposure to fraud attempts;
- failure to fulfil the obligation to inform, consult or obtain consent for processing from data subjects;
- failure to comply with rights of access, rectification, deletion, restriction, objection or transfer of data;
- failure to comply with contractual or legal obligations relating to subcontracting, cross-border transfers, keeping a register of data processing activities, or carrying out impact assessments.

General Data Protection Regulation compliance is continuously strengthened within the organisation as the Group is exposed to the risk of isolated non-compliant practices. The maximum penalty for non-compliance is 4% of the Group's revenue. In addition, RATP Group may be exposed to legal proceedings, damages, loss of trust on the part of its customers and employees, damage to its brand image and reputation, and disruption to its activities and services.

Operation

▶ **Infrastructure availability risk** medium

The availability of infrastructure/assets managed by the Infrastructure Management (IM) company for the metro and RER rail networks (tunnels, bridges, tracks, switches, signalling, catenary systems, electrical power distribution, etc.) is essential for RATP to fulfil its daily passenger transport remit. Infrastructure availability may be threatened occasionally or recurrently by risks arising from:

- internal sources: lack of maintenance, works on the network, inconsistencies between transport systems or damage to infrastructure by rolling stock, for example;
- external sources: climate events such as floods and heatwaves, which can have an impact on the safety and availability of infrastructure (see climate impact risk), or damage to infrastructure caused by works carried out by third parties outside the RATP network or following malicious acts (terrorism, intrusion, etc.).

The unavailability of infrastructure can have a significant impact on the company's ability to maintain the service expected by passengers and the organising authority Ile-de-France Mobilités (IDFM), which could result in financial penalties, a deterioration in customer satisfaction, damage to the Group's image, or even serious passenger accidents.

▶ **Major project management risk** medium

RATP Group leads a wide variety of investment projects: infrastructure and buildings, industrial equipment and systems, rolling stock, information systems, etc.

The management of major projects involves various risk factors, with exposure sometimes heightened by macroeconomic and geopolitical instability:

- changes in customer needs and expectations during projects;
- managing internal and external interfaces throughout the project;
- internal control and risk management (negotiations with third parties, securing financing and project cost inflation);
- availability of internal/external resources and procurement of equipment;
- assessing the complexity of the project and the adequacy of resources (internal and external).

Given the annual level of investment (approximately €2 billion a year) and the expected performance in terms of maintaining or improving the quality of service on our networks, the success of these projects represents a strategic challenge for the company. Over and above the commitments made to IDFM, any project non-compliance, whether a functional defect, delayed delivery, or budget overrun, may adversely affect service quality for passengers, the Group's reputation, and its financial results due to:

- increased operating and maintenance costs in the event of delayed delivery or a functional defect;
- an increase in debt and a reduction in the return on investment in the event of cost overruns that cannot be contractually passed on to the funders (State, local authorities, IDFM);
- for RATP Infrastructure's regulated business, a reduction in the revenues and financial results (in the event of a delay in delivery or failure to deliver a project, leading to a lower regulated asset base and consequently a reduction in the contractual remuneration received from Ile-de-France Mobilités).

For example, the multi-year contract (2025-2029) signed with IDFM includes an incentive clause to control the infrastructure operator's investment costs, applicable to a list of major projects: in the event of a variation of +/-10% around the target cost, a penalty equal to 10% of any cost overrun exceeding 10%, or a bonus equal to 10% of cost savings exceeding 10%, will be applied, after neutralising the impact of external factors beyond RATP's control.

Geopolitical instability in the Middle East creates pressure on the availability and delivery of equipment, spare parts or commodities. The disruptions in supply chains could contribute to higher project costs, financing costs or delays, which could affect the execution conditions of some major projects.

- **Climate events** medium

Given its activity, RATP Group is significantly exposed to natural disasters (floods, storms, droughts, etc.) and the impacts of climate change (increased episodes of torrential rains, heatwaves, and extreme natural hazards). The consequences of these events can include railway accidents, destruction or prolonged unavailability of infrastructure, or the loss of a strategic command post.

In the Ile-de-France region, the high temperatures experienced during the summers of 2019, 2022 and 2025 required increased monitoring of our network (tracks), including temporary speed restrictions to prevent rail accidents. The heavy rainfalls experienced regularly since summer 2018 has had a direct impact on the availability of rail transport infrastructure (derailment of RER line B in summer 2018 following the collapse of an embankment) and the closure of certain metro stations to passengers (due to localised flooding).

In the most extreme case of a 100-year flood of the Seine (a major natural hazard in Ile-de-France), almost 5 million people and many businesses in the Paris region would be directly and indirectly affected, with major economic, human and social repercussions; and a long-lasting unavailability of a large part of the underground rail network.

However, over the last five years, no climate event has had a significant financial impact on RATP Group (direct damage and operating losses).

- **Transition risks** low

Transition risks relate to the changes needed to evolve towards a low-carbon business model, in line with global climate commitments. These risks include availability and market fluctuations in the price of commodities, technological innovations, and regulatory measures. At the end of 2025, fossil energies still represent 47% of RATP Group's total energy consumption and 20% of RATP EPIC's total energy consumption.

Among the major risks for its activities, RATP has identified :

– Strengthening of regulations on energy performance, particularly for buildings.

  To meet the Energy and Climate commitments of Europe and France, regulations on energy consumption in buildings are being strengthened. In particular, RATP has 99 sites which are subject to energy performance obligations by 2030, 2040 and 2050 (« Décret tertiaire » or « Dispostif Eco-Energie Tertiaire »).

  The impacts for RATP could be :

  - increased investment needs to make real estate assets compliant with regulations.
  - delay in achieving compliance with environmental regulations linked to the time required for developing preliminary studies, obtaining funding, and carrying out works. This could lead to financial penalties or reputational impacts.

- Tensions over copper and aluminium supplies, necessary for RATP activities. Indeed, the transition involves strong growth in global demand for copper for various purposes, notably the development of electric vehicles and power grids. RATP uses copper primarily for the electrical installations required for the operation of the railway networks. Copper is also a component present in rolling stock. The escalation of geopolitical conflicts exacerbates the shortage of resources required to achieve the RATP Group's transition objectives.

  The impacts for RATP could be:

  - difficulty in sourcing these raw materials due to the gap between supply and demand, which could have an adverse impact on network maintenance and project lead times;
  - increase in the cost of purchasing cables and electrical equipment.

▶ **Fire** low

Fire safety and the evacuation conditions of the general public and staff are a major concern for RATP Group, both for the operation and maintenance of transport systems, ERPs and facilities, as well as industrial or office sites, and transport sites and systems for which RATP Group is the infrastructure manager, builder or operator.

A fire can have serious human, material, economic and environmental consequences. These consequences can be even more dramatic in underground areas: loss of life, destruction of infrastructure and transport systems.

The fire on 10 August 1903 at the Couronnes metro station caused the death of 84 people. This tragedy led all stakeholders and RATP to define very early on an ambitious and regularly updated policy for managing the risk of fire, which is translated into permanent actions at all levels of the Group.

The energy conversion of RATP Group's bus fleets is leading to changes in the technologies used, requiring increased vigilance on exposure to the risk of electrical fire.

HR / social

▶ **Absenteeism** medium

The shortage of human resources at the core of RATP's activities can significantly impact its capacity to conduct operations. Indeed, persistence of a high rate of absenteeism due to illness or work-related accidents, notably in operations and maintenance, could lead to a deterioration in operational, commercial, and economic performance at RATP. By reducing the available workforce, absenteeism is likely to negatively affect service production and/or increase production costs, due to the additional resources needed (recruitment, temporary staff). It also negatively impacts the company's accounts through the payment of daily allowances, of which RATP contributes to the Municipal Social Action Centre (CCAS) budget.

Absenteeism is a major concern for many companies, regardless of their size or sector. The issue of absenteeism was highlighted by the Covid-19 pandemic, which seems to have marked a lasting shift, beyond its direct health impact. Other factors such as the evolution of employee expectations regarding working conditions, changes in passenger behaviour towards frontline staff, (including increases in assaults and incivilities), and the rise in fraudulent absences combined with multiple jobs, have resulted in a significant increase in absenteeism since 2020.

At the end of 2025, the absenteeism rate for RATP EPIC was 9%, down from 10.6% in 2022. However, the decrease in this indicator slowed notably between 2024 (9.1%) and 2025, showing the fragility and difficulty of reducing absenteeism.

▶ Occupational hazards **medium**

As a key performance and trust issue between RATP Group, its employees, and its internal and external social partners, the prevention of occupational risks and the protection of employee health are at the heart of the Group's daily concerns and actions.

Given the company's activities and the major developments under way within the Group, the most significant risk factors are:

- assaults on employees by third parties, due to a significant proportion of their work involving contact with users and serving all areas of the country, including so-called "sensitive" areas;
- worksite safety during modernisation works on infrastructure and facilities, in the context of a significant increase in the number of construction sites due to the upgrading and extension of the public transport network in the Ile-de-France region;
- supporting employees through change as the business evolves and the group undergoes transformation.

The main impact that the Group wishes to avoid is physical or psychological harm to an employee or subcontractor, with more than one-third of workplace accidents linked to the risk of assault.

RATP's occupational accident frequency rate (number of occupational accidents with lost time x 1,000,000 / number of hours worked) decreased steadily and sharply (-36%) in five years, from 40.90 in 2015 to 26.03 in 2020. The frequency of accidents requiring sick leave rose significantly in 2021-2022 (35.28 in 2022), then the trend reversed to reach 27.8 in 2024, before increasing again to 32.4 in 2025. Regarding the severity rate (number of days lost due to occupational accidents x 1,000/number of hours worked), after an improvement observed in 2024 compared to the last two preceding years (4.2 in 2024 against 4.9 in 2023), the value reached 4.7 in 2025.

The deterioration of both indicators in 2025 is largely explained by the end of the exceptional context observed in 2024, notably linked to the Paris 2024 Olympic and Paralympic Games, during which increased law enforcement presence had a deterrent effect on assaults against RATP's field staff. In contrast, 2025 saw a rise in assaults, which significantly impacted both the frequency and severity of workplace accidents.

Geopolitical instability in the Middle East may increase stress and safety concerns for employees and stakeholders in both directly and indirectly affected areas, potentially impacting their well-being, availability, and working conditions.

▶ Lack of necessary skills **medium**

In the context of the opening to competition of the Ile-de-France public transport system, the Group may encounter difficulties in ensuring the availability of skills necessary to support its development and maintain its expertise.

To support this change and the deployment of service offers in new markets, the Group must acquire new skills and promote employee training and mobility. The challenge is thus to maintain key skills, renew them in line with changing requirements, and continuously support the upskilling of employees.

The risk associated with skills concerns both quality (adequate skills) and quantity (shortages in the labour market for certain specific skills), which could have a negative impact on the Group's growth and results in a context of increased needs linked to the development of the transport offer and the expansion of networks in Ile-de-France (notably the Grand Paris Express).

Lastly, 2025 and 2026 will mark the completion of the process of opening to competition public bus and coach transport services in the Ile-de-France region, representing a major turning point for RATP, and more specifically for its bus activity. This transformation is leading to far-reaching changes, both operational and social in nature.

This process involves the gradual transfer of nearly 18,000 employees from RATP to the new operators of the public service contracts awarded by IDFM, RATP Group subsidiaries and competing companies. The awarding of the various contract lots, spread over a one-year period, was completed in October 2025. Service commissioning began on 1 November 2025 and will be completed on 1 November 2026. However, Decree No. 2024-508 of 4 June 2024 identified a list of so-called "non-transferable" functions (cross-functional roles within the bus network and support functions contributing to its proper operation). The staff concerned will remain employed by RATP EPIC, and their employment contracts will not be transferred. They must therefore be redeployed through internal mobility, either within RATP EPIC or to Group subsidiaries, to organise the next stage of their career development.

- **Pandemic risk** low

As a public transport company contributing to the daily mobility of people and therefore to the smooth running of the economy of the cities and regions in which it operates, RATP Group requires a robust and resilient organisation to ensure continuity of service, while guaranteeing the appropriate level of protection for its employees and passengers.

Since the 2020 health crisis in France and worldwide, the pandemic risk has been identified among the major risk factors to which the company is particularly exposed. This exposure is mainly reflected in significant financial impacts, notably in terms of lost revenue, additional costs associated with health protection measures, and the impact of the crisis on the financial position of public transport authorities. Health risks also present major operational challenges, notably due to their impact on employee absenteeism and the need to comply with government directives to limit the effects of the pandemic: rapid and frequent adjustments to transport services, measures to maintain physical distancing and compliance with barrier measures, enhanced cleaning and disinfection of rolling stock and facilities, and the provision of protective equipment, particularly masks and hand sanitiser, to employees.

Due to the nature of its activities, the group had to address two distinct imperatives in 2020:

- ensuring the continuity of operational activities, requiring employees to travel to perform their duties;
- ensuring the continuity of functional activities, through the widespread implementation of remote working.

Financial / Purchase

- **Supply chain risk – rail industry failure** medium

RATP Group undertakes a wide variety of investment projects (averaging €2.1 billion per year over the 2025-2029 period), a substantial proportion of which are being carried out by manufacturers in the railway sector.

The rail industry comprises three main categories of players:

- manufacturers-assemblers (or system integrators) specialising in the construction of rolling stock, who may also operate in signalling and automation;
- signalling and automation specialists;
- original Equipment Manufacturers (OEMs), most often specialised in a specific market segment (braking systems, running gear, seats, etc.).

Over the past ten years, the sector has undergone significant consolidation, notably to address competition from Asian players (through mergers, acquisitions, etc.). This consolidation has an adverse impact on contracting entities such as RATP, as it reduces competition intensity and supplier diversity, and frequently jeopardises the continuity of certain products ranges (tendency to rationalise product strategies following each company acquisition).

In addition, the railway industry is characterised by highly specialised and demanding expertise, and the need to maintain this expertise over long periods, given that railway systems can have life cycles of up to 40 years.

At present, significant skills-related challenges are being observed: project teams sometimes include profiles that do not fully match technical requirements (including reduced levels of seniority), and difficulties in managing project complexity, resulting in slower progress during design and engineering phases, particularly for train control systems, which now need to integrate cybersecurity requirements. Manufacturers are struggling to meet demand due to the simultaneous launch of several major industrial projects (SGP, SNCF, RATP, etc.), and a substantial labour shortage currently affects the industrial sector (approximately 65,000 unfilled positions in 2024 and 62,000 during the first half of 2025).

This situation is particularly acute among small and medium-sized subcontractors, thereby jeopardising the supply chains of our traditional manufacturers. This fragility is also observed across Europe and beyond, particularly in the case of outsourced production. Ensuring adequate control over the quality of suppliers and subcontractors represents a major challenge, and any shortcomings in this area are frequently a source of project delays.

Lastly, pressure on supply chains resulting from macroeconomic and geopolitical instability has a direct impact on the Group's ability, and that of its suppliers, to deliver projects within scheduled timeframes and to ensure the maintenance of assets, including rolling stock and infrastructure. In extreme cases, this could lead to the unavailability of rolling stock, infrastructure or systems, which could materially affect RATP Group's capacity to deliver transport services.

The current geopolitical context, particularly tensions in the Middle East, may intensify pressure on supply chains and industrial capacities. This situation could lead to procurement delays or difficulties in securing critical components, thereby affecting RATP Group's ability to achieve its objectives and sustain ongoing projects.

The current geopolitical environment is also creating increased risks for the global supply of electronic components. Rising tensions between major economic powers, combined with export controls and trade restrictions, are contributing to supply-chain uncertainty across the semiconductor industry. At the same time, constraints affecting certain critical minerals and rare-earth elements are placing additional pressure on portions of the electronics manufacturing ecosystem. Demand for processors, high-bandwidth memory, and specialized AI-related semiconductors has also grown significantly as artificial intelligence initiatives expand worldwide. This competition for critical technologies and manufacturing capacity is creating procurement challenges, contributing to longer lead times for some components and infrastructure equipment, and increasing cost pressures. These factors may affect IT project schedules, infrastructure modernization programs, and overall technology acquisition costs.

- **Liquidity** low

Liquidity risk is the risk that RATP would not have access to sufficient funds to finance its current business activities, the investments provided for in its contract with Ile-de-France Mobilités, those required for its development or any exceptional event that may occur.

Financial markets can be subject to periods of volatility and lack of liquidity, as evidenced by the closure of short-term debt markets during the first weeks of the Covid-19 epidemic in the spring of 2020.

Any downgrading of RATP's debt rating could increase the cost of refinancing its existing bonds and have a negative impact on RATP's ability to obtain financing. If RATP is unable to access the capital markets or other sources of funding at competitive rates for an extended period, its cost of funding may increase, and its strategy may need to be reassessed. Any of these events could have a material adverse effect on the business, financial condition, and results of the company.

Geopolitical instability in the Middle East may affect access to funding by impacting public investors' confidence and limit liquidity sources, thereby reinforcing the Group's exposure to liquidity risk.

However, RATP Group's debt and funding needs have significantly decreased since 2024, as a result of assets buybacks by IDFM, in the context of the opening to competition of the public transport market.

RISK FACTORS RELATING TO THE NOTES

The risk factors below have been presented in a limited number of categories depending on their nature. In each category, the most material risks are listed below on the Issuer's assessment of the expected magnitude of their negative impact and the probability of their occurrence.

1. Risks Relating to all Series of Notes

Credit risk

An investment in the Notes involves taking credit risk on the Issuer. Since the Notes are unsecured obligations of the Issuer, benefitting from no direct recourse to any assets or guarantees, the Noteholders can only rely on the ability of the Issuer to pay any amount due under the Notes. The Issuer is rated Aa3(outlook negative) by Moody's and A+ (outlook stable) by S&P and the value of the Notes will depend on the creditworthiness of the Issuer and the level of such credit rating (as may be impacted by the risks relating to the Issuer described above). If the financial situation of the Issuer deteriorates, the potential impact on the Noteholders could be very significant because (i) the Issuer may not be able to fulfil all or part of its payment obligations under the Notes, (ii) the market value of the Notes may decrease, in particular if the credit rating deteriorates, and (iii) investors may lose all or part of their investment.

An active trading market for the Notes may not develop

The Programme allows for the Notes to be admitted to trading on Euronext Paris or on any other Regulated Market as may be agreed with the Issuer. An active trading market for the Notes may not develop and if one does develop, it may not be maintained. If an active trading market for the Notes does not develop or is not maintained, there may be a material adverse effect on the market or trading price and liquidity of the Notes.

This may have a negative impact on the liquidity of the Notes and result in low trading volumes. The degree of liquidity of the Notes may negatively impact the price at which an investor can dispose of the Notes where the investor is seeking to achieve a sale within a short timeframe. In such circumstances, the impact of this risk on the Noteholder would be high because Notes would likely have to be resold at a discount to the nominal value of the Notes. Furthermore, if additional and competing products are introduced in the markets, this may have a significant adverse effect on the market value of the Notes.

Modification of the Terms and Conditions of the Notes, waivers and substitution

Condition 10 (*Meetings of Noteholders*) contains provisions for consulting Noteholders on matters affecting their interests generally. Subject to the provisions of the relevant Final Terms, the Noteholders will, in respect of all Tranches in any Series, be automatically grouped for the defence of their common interests in a Masse, as defined in Condition 10 (*Meetings of Noteholders*). Noteholders can adopt measures either through a general meeting (the "**General Meetings**") or by consent following a written consultation (the "**Written Resolutions**").

The Terms and Conditions permit in certain cases defined majorities to bind all Noteholders including Noteholders who did not attend and vote at the relevant General Meeting, Noteholders who voted in a manner contrary to the majority or Noteholders who did not consent to a Written Resolution.

While it is not possible to assess the likelihood that the Terms and Conditions will need to be amended by way of a General Meeting or Written Resolution during the life of the Notes, if such a General Meeting were to take place or such a Written Resolution were to be taken, it is possible that a majority of Noteholders could adopt a decision that would modify the Terms and Conditions in a way that could impair or limit the rights of the Noteholders, for example by waiving certain rights temporarily or permanently or by amending the financial conditions of the Notes and reducing their yield for Noteholders. These amendments could in turn have the effect of having a material adverse effect on the market value of the Notes.

Change of Law

The Terms and Conditions of the Notes are based on French law and EU rules in effect as at the date of this Base Prospectus. Possible judicial decisions or changes in French law, EU rules or their official application or interpretation after the date of this Base Prospectus could be unfavourable to creditors' rights, including those of the Noteholders. If any change in law was unfavourable to the Issuer or the Noteholders, it could have an adverse or a material adverse effect on the market value of the Notes (depending on the nature of the change) and could have potentially negative repercussions on the Noteholders' investment in the Notes. The risk of changes in law is higher for Notes with longer maturities.

Exchange rate risks and exchange controls

The Programme allows for Notes to be issued in a range of currencies (each, a "**Specified Currency**"). The Issuer will pay principal and interest on the Notes in the Specified Currency. This presents certain risks relating to currency conversions if an investor's financial activities are denominated principally in a currency or currency unit (the "**Investor's Currency**") other than the Specified Currency. These include the risk that exchange rates may significantly change (including changes due to devaluation of the Specified Currency or revaluation of the Investor's Currency) and the risk that authorities with jurisdiction over the Investor's Currency may impose or modify exchange controls. Such risks generally depend on a number of factors, including financial, economic and political events over which the Issuer has no control. An appreciation in the value of the Investor's Currency relative to the Specified Currency would decrease (1) the Investor's Currency equivalent yield on the Notes, (2) the Investor's Currency-equivalent value of the principal payable on the Notes and (3) the Investor's Currency-equivalent market value of the Notes.

Government and monetary or financial authorities may impose (as some have done in the past) exchange controls that could adversely affect an applicable exchange rate., as well as the availability of the Specified Currency in which a Note is payable at the time of payment of interest and/or principal in respect of such Note.

If this risk were to materialise, the Noteholders whose financial activities are carried out or dependent principally in a currency or currency unit other than the relevant Specified Currency could be negatively impacted. As a result, investors might receive less interest or principal than expected, or, at worst, no interest or principal.

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. Depending on the specific features of the Notes, investors may lose the value of their entire investment or part of it, as the case may be. A description of the most common risks associated with such structures and features is set out below:

(1) ***Interest Rate Risks***

Fixed Rate Notes

The Terms and Conditions of the Notes allow the Issuer to issue Notes that pay a fixed rate of interest ("**Fixed Rate Notes**") to Noteholders (see Condition 4.3 (*Interest on Fixed Rate Notes*). Investment in Fixed Rate Notes 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 Fixed Rate Note is determined during the term of such Note or within a given period of time, the market interest rate (the "**Market Interest Rate**") typically varies on a daily basis. As the Market Interest Rate changes, the price of the 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 a Fixed Rate Note typically increases, until the yield of such Fixed Rate Note equals approximately the Market Interest Rate. Movements of the Market Interest Rate are hard to anticipate and can have a material adverse effect on the price of the Notes and could cause Noteholders to lose part of the capital invested if they decide to sell Notes during a period in which the market interest rate exceeds the fixed rate of the Notes.

Floating Rate Notes

The Terms and Conditions of the Notes allow the Issuer to issue Notes that pay a floating rate of interest ("**Floating Rate Notes**") to Noteholders (see Condition 4.4 (*Interest on Floating Rate Notes*)). Investment in Floating Rate Notes comprises (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. This stated volatility may have a material adverse effect on the market value of the Notes. Due to varying interest income, investors are not able to determine a definite yield of such Notes at the time they purchase them, such that their return on investment cannot be compared with that of their investments having longer fixed interest periods. If the Terms and Conditions of the Notes (as completed by the relevant Final Terms) provide for frequent interest payment dates, investors are exposed to reinvestment risk if market interest rates decline. That is, investors may reinvest the interest income paid to them only at the relevant lower interest rates then prevailing.

Fixed to Floating Rate Notes

The Terms and Conditions allow the Issuer to issue Notes with a fixed rate of interest that is later converted to a floating rate of interest and vice versa (see Condition 4.5 (*Interest on Fixed to Floating Rate Notes*)). Fixed to floating rate Notes may bear interest at a rate that the Issuer may elect to convert from a fixed rate to a floating rate, or from a floating rate to a fixed rate. The Issuer's ability to convert the interest rate will affect the secondary market and the market value of the Notes since the Issuer may be expected to convert the rate when it is likely to produce a lower overall cost of borrowing. If the Issuer converts from a fixed rate to a floating rate, 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 Issuer converts from a floating rate to a fixed rate, the fixed rate may be lower than then prevailing rates on its Notes. It is difficult to anticipate future market volatility in interest rates, but any such volatility may have a material adverse effect on the market value of the Notes.

Investors should also refer to risk factors set out in the risk factors entitled "Fixed Rate Notes" and "Floating Rate Notes" above.

Zero Coupon Notes are subject to higher price fluctuations than non-discounted notes

The Terms and Conditions of the Notes allow the Issuer to issue zero coupon Notes ("**Zero Coupon Notes**") to Noteholders (see Condition 4.6 (*Interest on 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 issues prices are substantially below par. If market interest rates increase, Zero Coupon Notes can suffer higher prices 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. Therefore, in similar market conditions the holders of Zero Coupon Notes could be subject to higher losses on their investments than the holders of other instruments such as Fixed Rate or Floating Rate Notes. Any future market volatility in interest rates may have a material adverse effect on the market value of the Zero Coupon Notes.

Risks related to Notes which are linked to "benchmarks"

In accordance with Condition 4.4 (*Interest on Floating Rate Notes*), the relevant Final Terms for a Series of Floating Rate Notes or Fixed to Floating Rate Notes, as the case may be, specify that the Rate of Interest for such Notes will be determined by reference to reference rates that constitute "benchmarks", including the Euro Interbank Offered Rate ("**EURIBOR**"), the Euro Short-Term Rate ("**€STR**"), the Sterling Overnight Index Average ("**SONIA**") and other indices which are deemed to be "benchmarks". Such "benchmarks" are the subject of recent national, international and other regulatory guidance and reform aimed at supporting the transition to robust benchmarks. Most reforms have now reached their planned conclusion (including the transition away from LIBOR), and benchmarks remain subject to ongoing monitoring. These reforms may cause such benchmarks to perform differently than in the past, or to disappear entirely, or have other consequences which cannot be predicted. Any such consequence could have an adverse effect on any Notes linked to or referencing a "benchmark."

Regulation (EU) 2016/1011 as amended (the "**EU Benchmarks Regulation**") which has been in force since 1 January 2018 and Regulation (EU) 2016/1011 as it forms part of the domestic law of the United Kingdom by virtue of the European Union (Withdrawal) Act 2018 (the "**UK Benchmarks Regulation**") apply to the provision of benchmarks, the contribution of input data to a benchmark and the use of a benchmark, within the EU and the UK, respectively.

The EU Benchmarks Regulation was amended to introduce a harmonised approach to deal with the cessation or wind-down of certain benchmarks by conferring the power to designate a statutory replacement for certain benchmarks on the European Commission, such replacement being limited to contracts and financial instruments.

In addition, the EU Benchmarks Regulation has been further amended. The final text was published in the Official Journal of the European Union on 19 May 2025 and has been applicable since 1 January 2026. One of the key changes to the regime is that only benchmarks defined as critical or significant (determined based on quantitative or qualitative criteria), EU Paris-aligned benchmarks, EU climate transition benchmarks, and certain commodity benchmarks will remain in scope of the mandatory application of the EU Benchmarks Regulation. An exemption applies for certain FX benchmarks. Other benchmarks have fallen out of mandatory EU Benchmarks Regulation scope (other than certain limited provisions in relation to statutory replacement of a benchmark, connected with cessation and/or non-representativeness). However, administrators may request voluntary application of the rules (opt-in) by request to their competent authority to designate one or more of the benchmarks that they offer, subject to a EUR 20 billion eligibility threshold.

Whilst the revised regime introduces a number of changes primarily to the scope of the EU Benchmarks Regulation regime, for benchmarks that are in scope of the revised regime, similar risks apply to benchmarks in scope of the prior regime. Benchmarks that fall out of scope of the revised regime (which are not opted-in) are no longer regulated in the same way since 1 January 2026. This means that previously mandatory requirements, for example, regulating governance, conflicts of interest, oversight functions, input data requirements, methodology and transparency of the methodology, requirements for contributors and in relation to input data, have fallen away. Among other things, there is a risk that this could mean that the methodology of such benchmarks may be less robust, resilient or transparent (potentially being capable of being materially amended without consultation). These provisions could have a significant impact on the value or liquidity of, and return on, certain Notes issued under the Programme linked to or referencing such benchmarks.

If a benchmark were discontinued or otherwise becomes unavailable, the rate of interest on Notes which are linked to or which reference such benchmark will be determined for the relevant period by the fall-back provisions applicable to such Notes (it being specified that if "Benchmark Replacement" applies, a specific fall-back shall apply - please refer to the risk factor entitled "*The occurrence of a Benchmark Event could have a material adverse effect on the market value of and return on any Notes linked to or referencing such "benchmarks"* below).

Depending on the manner in which a benchmark is to be determined under Condition 4.4(b), this may result in the effective application of a fixed rate based on the rate which applied for the immediately preceding Interest Period for which the benchmark was available. Any of the foregoing could have an adverse effect on the market value or liquidity of, and return on, any Notes linked to or referencing a "benchmark".

The occurrence of a Benchmark Event could have a material adverse effect on the market value of and return on any Notes linked to or referencing such "benchmarks"

In case of Screen Rate Determination for Notes linked to or referencing a "benchmark", Condition 4.4(b) provides for certain fallback arrangements in the event that a Benchmark Event occurs, including if an inter-bank offered rate (such as EURIBOR) or other relevant reference rate (except for SONIA or €STR), and/or any page on which such benchmark may be published, becomes unavailable, or if the Calculation Agent(s) or any Paying Agent are no longer permitted lawfully to calculate interest on any Notes by reference to such benchmark under the EU Benchmarks Regulation or otherwise.

Such fallback arrangements include the possibility that the rate of interest could be set by reference to a Successor Rate or an Alternative Rate (both as defined in Condition 4.4(b), with or without the application of an adjustment spread (which, if applied, could be positive or negative, and would be applied with a view to reducing or eliminating, to the fullest extent reasonably practicable in the circumstances, any economic prejudice or benefit (as applicable) to Noteholders arising out of the replacement of the relevant benchmark), and may include amendments to the Terms and Conditions of the Notes to ensure the proper operation of the successor or replacement benchmark, all as determined by the Independent Adviser and without the consent of the Noteholders.

In certain circumstances, the ultimate fallback for a particular Interest Period, including where no Independent Adviser has been appointed or Successor Rate or Alternative Rate (as applicable) is determined, may be that the rate of interest for such Interest Period be based on the rate which applied for the immediately preceding Interest Period. This ultimate fallback may result in the effective application of fixed rate Notes linked to or referencing a "benchmark". Subject to the right for the Issuer to re-apply, at any time, the provisions regarding the determination of a Successor Rate or Alternative Rate, the effective conversion into fixed rate notes may affect the secondary market and the market value of the Notes as the fixed rate may be lower than the rates usually applicable to such Notes. In the event of the application of a fixed rate of interest, the Noteholders would not be able to benefit from any potentially favourable prevailing market conditions.

In addition, due to the uncertainty concerning the availability of Successor Rates and Alternative Rates and the involvement of an Independent Adviser, the relevant fallback provisions may not operate as intended at the relevant time.

Any such consequences could have a material adverse effect on the market value of and return on any such Notes.

Moreover, any of the above matters or any other significant change to the setting or existence of any relevant rate could affect the ability of the Issuer to meet its obligations under the Notes linked to or referencing a “benchmark” or could have a material adverse effect on the market value or liquidity of, and the amount payable under, the Notes linked to or referencing a “benchmark”. The Independent Adviser will have discretion to adjust the relevant Successor Rate or Alternative Rate (as applicable) in the circumstances described above. Any such adjustment could have unexpected consequences and, due to the particular circumstances of each Noteholder, may not be favourable to each Noteholder.

Risks relating to Notes which are linked to SONIA or €STR

Pursuant to Condition 4.4(c) (*Screen Rate Determination – SONIA*) and 4.4(d) (*Screen Rate Determination – €STR*), the relevant Final Terms for a Series of Floating Rate Notes or Fixed to Floating Rate Notes, as the case may be, may specify that the Rate of Interest for such Notes will be determined by reference to SONIA or €STR. The market continues to develop in relation to SONIA and €STR as reference rates in the capital markets and their adoption as an alternative to Sterling LIBOR or EURIBOR (as applicable). In particular, market participants and relevant working groups are exploring alternative reference rates based on SONIA and €STR, including term SONIA and €STR reference rates (which seek to measure the market's forward expectation of an average SONIA or €STR rate over a designated term). The market or a significant part thereof may adopt an application of SONIA or €STR that differs significantly from that set out in the Terms and Conditions and used in relation to Floating Rate Notes or Fixed to Floating Rate Notes, as the case may be, that reference a SONIA or €STR rate issued under this Base Prospectus. The development of SONIA and €STR as an interest reference rate for the Eurobond markets, as well as development of SONIA and €STR based rates for such markets and the market infrastructure for adopting such rates, could result in reduced liquidity or increased volatility or could otherwise negatively affect the market price of the Notes.

Interest on Notes which reference a SONIA and €STR rate is only capable of being determined at the end of the relevant Interest Period and shortly prior to the relevant Interest Payment Date. It may be difficult for investors in Notes that reference a SONIA and €STR rate to reliably estimate the amount of interest that will be payable on such Notes.

The market or a significant part thereof may adopt an application of SONIA or €STR that differs significantly from that set out in the Conditions as applicable to the Notes. Furthermore, the Issuer may in the future issue Notes referencing SONIA or €STR that differ materially in terms of interest determination when compared with the Notes. In addition, the manner of adoption or application of SONIA or €STR reference rates in the Eurobond markets may differ materially compared with the application and adoption of SONIA or €STR in other markets, such as the derivative and loan markets. Any mismatch between the adoption of SONIA or €STR reference rates across these markets may negatively impact any hedging or other financial arrangements which they may put in place in connection with any acquisition, holding or disposal of any Notes referencing a SONIA or €STR rate.

The administrator of SONIA or €STR may make changes that could change the value of SONIA or €STR or discontinue SONIA or €STR

In relation to any Notes for which the Rate of Interest is determined by reference to SONIA or €STR, the Bank of England or the European Central Bank (or their successors) as administrators of SONIA or €STR, respectively, may after the relevant Issue Date make methodological or other changes that could change the value of SONIA or €STR, including changes related to the method by which SONIA or €STR is calculated, eligibility criteria applicable to the transactions used to calculate SONIA or €STR or timing related to the publication of SONIA or €STR. In addition, the administrator may after the relevant Issue Date alter, discontinue or suspend calculation or dissemination of SONIA or €STR (in which case the fallback methods of determining the interest rate on the Notes specified in Condition 4.4(c) (*Screen Rate Determination – SONIA*) and 4.4(d) (*Screen Rate Determination – €STR*) (as applicable) will apply). The administrator has no obligation to consider the interests of Noteholders when calculating, adjusting, converting, revising or discontinuing SONIA or €STR.

(2) Early Redemption Risk

Notes subject to early redemption

The relevant Final Terms for a particular issue of Notes may provide for an early redemption at the option of the Issuer or the Noteholders (see Conditions 5.5 (*Redemption at the Option of the Issuer and Exercise of Issuer's Options*) and 5.6 (*Redemption at the Option of Noteholders and Exercise of Noteholders' Options*)). As a consequence, in the case of early redemptions, the yields received upon redemption may be lower than expected, and the redeemed face amount of the Notes may be lower than the purchase price for the Notes paid by the Noteholder. As a result, part of the capital invested by the Noteholder may be lost, so that the Noteholder in such case would not receive the total amount of the capital invested. In addition, investors that choose to reinvest monies they receive through an early redemption may be able to do so only in securities with a lower yield than the redeemed Notes. In addition, in the case of any partial redemption by the Issuer or only some of the Noteholders exercising a Put Option and depending on the number of Notes subject to such a redemption or option, any trading market of the Notes in respect of which the redemption is not exercised may become less liquid or illiquid.

Furthermore, in the event that the Issuer would be obliged to increase the amounts payable in respect of any Notes due to any withholding or deduction for or on account of, any present or future taxes, duties, assessments or governmental charges of whatever nature imposed, levied, collected, withheld or assessed by the country of domicile (or residence for tax purposes) by the Issuer, or on behalf of France, or any political subdivision thereof or any authority therein or thereof having power to tax, the Issuer may redeem all outstanding Notes in accordance with Condition 5.2 (*Redemption for Taxation Reasons*).

More generally, if, in the case of any particular Tranche of Notes, the relevant Final Terms specify that the Notes are redeemable at the Issuer's option in certain other circumstances, the Issuer may choose to redeem the Notes at times when prevailing interest rates may be relatively low. During a period when the Issuer may elect, or has elected, to redeem Notes in part or in whole, 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 and may only be able to do so at a lower rate.

(3) Other Risks

Dual Currency Notes

The Programme allows for the Issuer to issue Notes with principal or interest payable in one or more currencies which may be different from the currency in which the Notes are denominated (see Condition 4.7 (*Interest on Dual Currency Notes*)). An investment in Dual Currency Notes entails significant risks that are not associated with similar investments in a conventional fixed or floating rate debt security. Noteholders may be exposed to currency risk, for example, if exchange rates of the relevant currencies move sufficiently in an unanticipated direction. The market price of such Notes may be very volatile. The amount of interest and/or principal payable may vary significantly according to the evolution of the rate of exchange of the currencies specified in the relevant Final Terms.

Partly paid Notes

The Issuer may issue Notes where the issue price is payable in more than one instalment (see Condition 4.8 (*Interest on Partly Paid Notes*)). Interest is only payable on the paid-up nominal amount at the time being of the Notes. Investors are obliged to make future instalment payments beyond the relevant Issue Date and failure to pay any subsequent instalment may result in an investor losing all or a substantial part of his investment, entitlement to interest and rights as Noteholder.

The Notes will be issued with a specific use of proceeds, such as "Green Bonds"

Unless otherwise specified in the relevant Final Terms, the net proceeds of the issue of Notes will be used for the financing of the Issuer's investment programme or the buy-back of outstanding bonds of the Issuer. The Final Terms relating to any specific Tranche of Notes may provide the net proceeds of an issue of Notes will concern one or more Green Eligible Projects (such Notes being "**Green Bonds**"), as defined in the section "Use of Proceeds" of this Base Prospectus and as further described in the Issuer's Green Bond Framework (as defined under "Use of Proceeds" below) which is available on the website of the Issuer (https://www.ratp.fr/sites/default/files/inline-files/RATP%20Green%20Bond%20Framework%20version%20finale%2025042018_0.pdf).

Given that the definition (legal, regulatory or otherwise) of, and market consensus for a particular project to be defined as a "green" or equivalently labelled project is still under development, the Green Eligible Projects may not meet investor expectations or requirements regarding such "green" or similar labels (including Regulation (EU) 2020/852 on the establishment of a framework to facilitate sustainable investment) (the "**Sustainable Finance Taxonomy Regulation**"). For the avoidance of doubt, as of the date of this Base Prospectus, the Eligible Green Projects will not be aligned, whether in whole or in part, with the Sustainable Finance Taxonomy Regulation.

In connection with the issue of "Green Bonds" under the Programme, the Issuer may request a provider of second party opinions to issue a second party opinion confirming that the Eligible Green Projects (as defined under "Use of Proceeds" below) have been defined in accordance with the broad categorisation of eligibility for green projects set out by the International Capital Market Association (ICMA) Green Bond Principles (GBP) and/or a second party opinion regarding the suitability of the Notes as an investment in connection with certain environmental and sustainability project. The Second Party Opinion provided by Vigeo Eiris (as defined under "Use of Proceeds" below) is only current as at the date it is released and the criteria and/or considerations that formed the basis of the Second Party Opinion may change at any time and the Second Party Opinion may be amended, updated, supplemented, replaced and/or withdrawn at any time. Any withdrawal of the Second Party Opinion or any other opinion or certification may have a material adverse effect on the value of any Green Bonds in respect of which such opinion or certification is given and/or result in adverse consequences for certain investors with portfolio mandates to invest in securities to be used for a particular purpose. The Second Party Opinion and any other such opinion or certification does not form part of, nor is incorporated by reference, in this Base Prospectus.

It is the intention of the Issuer to apply the proceeds of the Green Bonds in, or substantially in, the manner described in the relevant Final Terms, the relevant project(s) or use(s) the subject of, or related to, any Green Eligible Projects. However, any such Green Eligible Projects might, for reasons outside of Issuer's control, not be available or capable of being implemented in or substantially in such manner and/or accordance with any timing schedule and, accordingly, for reasons outside of Issuer's control, such proceeds may not be totally or partially disbursed for such projects, and such projects may not be completed within any specified period or at all or with the results or outcome (whether or not related to the environment) as originally expected or anticipated by the Issuer. Any such event or failure by the Issuer will not constitute an Event of Default under the Notes.

Any event or failure to apply the proceeds of any issue of Notes for any project(s) or use(s) specified in the relevant Final Terms, including any Eligible Green Projects, and/or the withdrawal of any opinion or certification of any third party (whether or not solicited by the Issuer) which may be available in connection with the issue of any Notes and in particular with any Eligible Green Projects to fulfil any environmental, sustainability, social and/or other criteria or any such opinion or certification attesting that the Issuer is not complying in whole or in part with any matters for which such opinion or certification is opining or certifying on, may have a material adverse effect on the value of such Notes.

Notes issued at a substantial discount or premium

The relevant Final Terms of a Tranche of Notes will specify the relevant issue price. The market values of Notes 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 Notes. Generally, the longer the remaining term of the securities, the greater the price volatility as compared to conventional interest-bearing securities with comparable maturities.

It is difficult to anticipate future price volatility, but any such volatility may have an adverse effect on the market value of the Notes. Therefore, holders of Notes issued at a substantial discount or premium could be exposed to greater losses on their investment than holders of conventional interest-bearing securities.

INFORMATION INCORPORATED BY REFERENCE

This Base Prospectus should be read and construed in conjunction with the sections referred to in the table below included in the following documents in the French language which have previously been published or are published simultaneously with this Base Prospectus and have been filed with the AMF as competent authority in France for the purposes of the EU Prospectus Regulation and shall be incorporated in, and form part of, this Base Prospectus:

- the terms and conditions set out on pages 33 to 60 of the 2024 Base Prospectus (via no. 24-331 granted by the AMF on 23 July 2024) (the "**2024 EMTN Conditions**"),
- the terms and conditions set out on pages 31 to 58 of the 2023 Base Prospectus (via no. 23-323 granted by the AMF on 19 July 2023) (the "**2023 EMTN Conditions**"),
- the terms and conditions set out on pages 29 to 56 of the 2022 Base Prospectus (visa no. 22-323 granted by the AMF on 28 July 2022) (the "**2022 EMTN Conditions**"),
- the terms and conditions set out on pages 35 to 62 of the 2021 Base Prospectus (visa no. 21-348 granted by the AMF on 28 July 2021) (the "**2021 EMTN Conditions**"),
- the terms and conditions set out on pages 34 to 61 of the 2020 Base Prospectus (visa no. 20-384 granted by the AMF on 7 August 2020) (the "**2020 EMTN Conditions**"),
- the terms and conditions set out on pages 27 to 48 of the 2018 Base Prospectus (visa no. 18-576 granted by the AMF on 20 December 2018) (the "**2018 EMTN Conditions**"),
- the terms and conditions set out on pages 21 to 44 of the 2017 Base Prospectus (visa no. 17-650 granted by the AMF on 22 December 2017) (the "**2017 EMTN Conditions**"),
- the terms and conditions set out on pages 19 to 41 of the 2016 Base Prospectus (visa no. 16-334 granted by the AMF on 19 July 2016) (the "**2016 EMTN Conditions**"),
- the terms and conditions set out on pages 23 to 45 of the 2015 Base Prospectus (visa no. 15-375 granted by the AMF on 17 July 2015) (the "**2015 EMTN Conditions**"),
- the terms and conditions set out on pages 24 to 46 of the 2014 Base Prospectus (visa no. 14-410 granted by the AMF on 16 July 2014) (the "**2014 EMTN Conditions**"),
- the terms and conditions set out on pages 20 to 37 of the 2011 Base Prospectus (visa no. 11-347 granted by the AMF on 27 July 2011) (the "**2011 EMTN Conditions**" and together with the 2024 EMTN Conditions, the 2023 EMTN Conditions, the 2022 EMTN Conditions, the 2021 EMTN Conditions, the 2020 EMTN Conditions, the 2018 EMTN Conditions, the 2017 EMTN Conditions, the 2016 EMTN Conditions, the 2015 EMTN Conditions and the 2014 EMTN Conditions, the "**EMTN Previous Conditions**").
- The Annual Financial and Sustainability Report 2025 (the "**2025 Annual Report**"), and
- The 2024 Annual Report (the "**2024 Annual Report**"),

including the audit reports in the French language in respect of the consolidated and non-consolidated financial statements of the Issuer for the years ended 31 December 2025 and 31 December 2024 issued by KPMG S.A., and Forvis Mazars SA which are included together with the related consolidated and non-consolidated financial statements, respectively, in the 2025 Annual Report and the 2024 Annual Report, all of which have been filed with the AMF.

The information in the table set out below shall be deemed to be incorporated in, and to form part of, this Base Prospectus, save that any statement contained in a document which is incorporated by reference herein shall be deemed to be modified or superseded for the purpose of this Base Prospectus to the extent that a statement contained herein modifies or supersedes such earlier statement (whether expressly, by implication or otherwise). Any statement so modified or superseded shall not be deemed, except as so modified or superseded, to constitute a part of this Base Prospectus.

For the purposes of the EU Prospectus Regulation, the information incorporated by reference in this Base Prospectus is set out in the cross-reference table below. Where only certain parts of the information requested to be disclosed by the Issuer as a result of Annex 7 of the Commission Delegated Regulation (EU) 2019/980 supplementing the EU Prospectus Regulation are incorporated by reference, the non-incorporated parts are either not relevant for investors or contained elsewhere in this Base Prospectus. Information contained in the information incorporated by reference other than information listed in the table below is for information purposes only.

The information on the website of the Issuer does not form part of this Base Prospectus, unless that information is incorporated by reference into this Base Prospectus.

In accordance with ESMA's statement "Prospectus requirements in the period prior to the amendments to the Delegated Regulation" published on 7 May 2026, the cross-reference table below is based on Annex 7 of Commission Delegated Regulation (EU) 2019/980, as amended, taking into account the amendments introduced by Regulation (EU) 2024/2809 and the related delegated act adopted on 7 May 2026, which has not yet entered into application as at the date of this Base Prospectus. The information incorporated by reference below is available as follows (with the references corresponding to the French language versions of the financial reports):

	(*Annex 7 of Commission Delegated Regulation 2019/980 of 14 March 2019 (as amended) Registration document for non-equity securities)*		
		2025 Annual Report	**2024 Annual Report**
3.	**STRATEGY, PERFORMANCE AND BUSINESS ENVIRONMENT**		
3.1	**<u>Information about the Issuer</u>**		
3.1 (a)	the legal and commercial name of the issuer;	p. 18	p.16
3.1 (b)	The place of registration of the issuer, its registration number and legal entity identifier ('LEI');	pp.18, 259, 322	p.16
3.1 (c)	the date of incorporation and the length of life of the issuer, except where indefinite;	p. 18, 259, 322	p.16
3.1 (d)	the domicile and legal form of the issuer, the legislation under which the issuer operates, the issuer's country of incorporation, its address, the telephone number of its registered office (or principal place of business where different from its registered office;	pp. 18 to 19, 259, 322	p.16
3.1 (e)	any recent events particular to the issuer and which are to a material extent relevant to the evaluation of the issuer's solvency.	pp. 24 to 26, 259 to 260	pp. 21 to 22
3.2	**Business overview**	pp. 7 to 16	
3.2.1	Principal activities: a brief description of the issuer's principal activities stating the main categories of products sold and/or services performed;	pp. 7 to 16 and 18 to 23	pp. 8 to 14 pp. 16 to 20
3.3	**Organisational structure**	pp. 14 to 16, 309 to 313	
3.3.1	Where the issuer is part of a group, a brief description of the group and of the issuer's position within the group.	pp. 14 to 16, 20 to 23	p.14
5.	**FINANCIAL INFORMATION**		

5.1	**<u>Audited historical financial information:</u>**		
5.1.1	Audited historical financial information covering the last financial year or such shorter period as the issuer has been in operation and the audit report in respect of that year.	pp. 250 to 313 pp. 316 to 350	pp. 169 to 230 pp. 231 to 260
5.1.3	**Accounting standards** The financial information shall be prepared in accordance with the International Financial Reporting Standards as endorsed in the Union based on Regulation (EC) No 1606/2002. Where Regulation (EC) No 1606/2002 is not applicable the information shall be prepared in accordance with: (a) a Member State's national accounting standards for issuers from the EEA as required by Directive 2013/34/ EU; (b) a third country's national accounting standards equivalent to Regulation (EC) No 1606/2002 for third country issuers. Otherwise the following information shall be included in the registration document: (a) a prominent statement that the financial information included in the registration document has not been prepared in accordance with International Financial Reporting Standards as endorsed in the Union based on Regulation (EC) No 1606/2002 and that there may be material differences in the financial information had Regulation (EC) No 1606/2002 been applied to the historical financial information; (b) immediately following the historical financial information a description of the differences between Regulation (EC) No	pp. 260 to 261 pp. 324 to 334	pp. 165 to 167 pp. 180 to 181 pp. 239 to 247

	1606/2002 as adopted by the Union and the accounting principles adopted by the issuer in preparing its annual financial statements.		
5.1.4	Audited financial information that is prepared in accordance with national accounting standards, shall contain the following: (a) the balance sheet; (b) the income statement; (c) the accounting policies and explanatory notes.	pp. 319 to 320 (balance sheet) p. 321 (income statement) pp. 322 to 350 (the accounting policies and explanatory notes)	pp. 231 to 260 p. 235 p. 236 pp. 237 to 260
5.1.5	**Consolidated financial statements** Where the issuer prepares both stand-alone and consolidated financial statements, include at least the consolidated financial statements in the registration document.	pp. 254 to 313	pp. 174 to 230
5.1.6	**Age of financial information** The balance sheet of the last year of audited financial information shall not be older than 18 months from the date of the registration document.	pp. 250 to 253 p. 256 pp. 319 to 320	pp. 169 to 173 p. 176 p. 235
5.2	**Auditing of historical financial information:**		

5.2.1	The historical financial information shall be independently audited. The audit report shall be prepared in accordance with the Directive 2014/56/EU and Regulation (EU) No 537/2014. Where Directive 2014/56/EU and Regulation (EU) No 537/2014 do not apply, the historical financial information shall be audited or reported on as to whether or not, for the purposes of the registration document, it gives a true and fair view in accordance with auditing standards applicable in a Member State or an equivalent standard. Otherwise, the following information shall be included in the registration document: (i) a prominent statement disclosing which auditing standards have been applied; (ii) an explanation of any significant departures from International Standards on Auditing;	pp. 250 to 253 pp. 316 to 318	pp.170 to 173 pp 232 to 234
5.2.1a	Where audit reports on the historical financial information have been refused by the statutory auditors or where those reports contain qualifications, modifications of opinion, disclaimers or an emphasis of matter, the reason shall be given, and such qualifications, modifications, disclaimers or emphasis of matter shall be reproduced in full.	p. 316	
5.2.2	Indication of other information in the registration document, which has been audited by the auditors.		
5.2.3	Where financial information in the registration document is not extracted		

	from the Issuer's audited financial statements, state the source of the information and state that the information is not audited.		
6.	**SHAREHOLDER AND SECURITY HOLDER INFORMATION**		
6.1	**Major shareholders**		
6.1.1	To the extent known to the issuer, state whether the issuer is directly or indirectly owned or controlled and by whom and describe the nature of such control and describe the measures in place to ensure that such control is not abused.	pp. 236 to 243	pp. 14 and 16
6.4	**MATERIAL CONTRACTS**		
6.4.1	A brief summary of any material contracts that are not entered into in the ordinary course of the issuer's business, which could result in any group member being under an obligation or entitlement that is material to the issuer's ability to meet its obligation to security holders in respect of the securities being issued.	pp. 18 to 23	pp. 257 to 258

The EMTN Previous Conditions are incorporated by reference in this Base Prospectus for the purpose only of further issues of Notes to be assimilated (*assimilées*) and form a single series with Notes already issued pursuant to the relevant EMTN Previous Conditions.

EMTN Previous Conditions	
Base Prospectus dated 23 July 2024	Pages 33 to 60
Base Prospectus dated 19 July 2023	Pages 31 to 58
Base Prospectus dated 28 July 2022	Pages 29 to 56
Base Prospectus dated 28 July 2021	Pages 35 to 62
Base Prospectus dated 7 August 2020	Pages 34 to 61

Base Prospectus dated 20 December 2018	Pages 27 to 48
Base Prospectus dated 22 December 2017	Pages 21 to 44
Base Prospectus dated 19 July 2016	Pages 19 to 41
Base Prospectus dated 17 July 2015	Pages 23 to 45
Base Prospectus dated 16 July 2014	Pages 24 to 46
Base Prospectus dated 27 July 2011	Pages 20 to 37

This Base Prospectus, any supplement to the Base Prospectus, the 2025 Annual Report and the 2024 Annual Report and all other information incorporated by reference in this Base Prospectus are available on the website of the Issuer (https://www.ratp.fr/groupe-ratp/newsroom/corporate/publications-legales). The Base Prospectus is available on the website of the AMF (www.amf-france.org). Such documents may also be obtained, free of charge, at the offices of each Paying Agent set out at the end of this Base Prospectus during normal business hours and as long as any of the Notes are outstanding.

The Final Terms related to Notes admitted to trading on Euronext Paris will be published on the websites of (x) the AMF (www.amf-france.org) and (y) the Issuer (www.ratp.fr).

SUPPLEMENT TO THE BASE PROSPECTUS

If at any time the Issuer shall be required to prepare a supplement to this Base Prospectus pursuant to the provisions of Article 23 of the EU Prospectus Regulation and Article 18 of Commission Delegated Regulation (EU) 2019/979, as amended, the Issuer will prepare and make available on the websites of (a) the Issuer (https://www.ratp.fr/groupe-ratp/newsroom/corporate/publications-legales) and (b) the AMF (www.amf-france.org), an appropriate supplement to this Base Prospectus or a further Base Prospectus, which in respect of any subsequent issue of Notes to be listed and admitted to trading on Euronext Paris or on a Regulated Market of a member state of the European Economic Area, shall constitute a supplement to the Base Prospectus for the purpose of the relevant provisions of the EU Prospectus Regulation and shall supply each Dealer with such number of copies of such supplement hereto as such Dealer may reasonably request.

TERMS AND CONDITIONS OF THE NOTES

The following is the text of the terms and conditions that, subject to completion by the relevant Final Terms, shall be applicable to the Notes.

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

The Notes are issued with the benefit of an amended and restated agency agreement dated 21 July 2026 between the Issuer and BNP PARIBAS as fiscal agent (the "**Fiscal Agent**"), as principal paying agent, as paying agent (together with the Fiscal Agent and any additional or other paying agents in respect of the Notes from time to time appointed, the "**Paying Agents**") and as calculation agent (the "**Calculation Agent**") (together, as further amended or supplemented from time to time, the "**Agency Agreement**"). As set out in the Agency Agreement, the term "Calculation Agent" in these Conditions shall include such other Calculation Agent(s) as may be appointed by the Issuer from time to time under the Agency Agreement or in relation to a specific issue or Series of Notes, in which case such other Calculation Agent(s) shall be specified in the relevant Final Terms. The Noteholders (as defined below) and where applicable the Couponholders (as defined below) are deemed to have notice of all of the provisions of the Agency Agreement applicable to them.

Copies of the Agency Agreement are available at the specified offices of each of the Paying Agents.

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

For the purpose of these Terms and Conditions, "**Regulated Market**" means any regulated market situated in a member state of the European Economic Area ("**EEA**") as defined in the Markets in Financial Instruments Directive 2014/65/EU and as listed on the website of the European Securities and Markets Authority (http://www.esma.europa.eu/).

1. Form, Denomination, Title and Method of Issue

1.1 Form

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

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

Dematerialised Notes are issued, at the option of the Issuer and as specified in the relevant Final Terms (the "**Final Terms**"), in either bearer dematerialised form (*au porteur*) only, which will be inscribed in the books of Euroclear France S.A. ("**Euroclear France**") (acting as central depositary) which shall credit the accounts of Account Holders, or in registered dematerialised 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 designated by the relevant Noteholder or in fully registered form (*au nominatif pur*) inscribed in an account in the books of Euroclear France maintained by the Issuer or the registration agent (designated in the relevant Final Terms) acting on behalf of the Issuer (the "**Registration Agent**").

For the purpose of these Conditions, "**Account Holder**" means any authorised intermediary institution entitled to hold, directly or indirectly, accounts on behalf of its customers with Euroclear

France, and includes Euroclear Bank SA/NV ("**Euroclear**") and the depositary bank for Clearstream Banking, S.A. ("**Clearstream**").

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

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

1.2 **Denomination(s)**

Notes shall be issued in the specified denomination(s) as set out in the relevant Final Terms (the "**Specified Denomination(s)**") save that the minimum denomination of each Note listed and admitted to trading on a Regulated Market in a member state of the EEA will be €100,000 (or, if the Notes are denominated in a currency other than euro, the equivalent amount in such currency at the issue date) or such other higher amount as may be allowed or required from time to time by the relevant central bank (or equivalent body) or any laws or regulations applicable to the relevant Specified Currency. Dematerialised Notes shall be issued in one Specified Denomination only.

1.3 **Title**

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

(ii) Title to Materialised Notes in definitive form having, where appropriate, Coupons and/or a Talon attached thereto on issue ("**Definitive Materialised Notes**"), 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), Coupon or Talon shall be deemed to be and may be treated as its absolute owner for all purposes, whether or not it is overdue and regardless of any notice of ownership, or an interest in it, any writing on it or its theft or loss and no person shall be liable for so treating the holder.

(iv) In these Conditions, "**holder of Notes**", "**holder of any Note**" or "**Noteholder**" means (i) in the case of Dematerialised Notes, the individual or entity whose name appears in the account of the relevant Account Holder, the Issuer or the Registration Agent (as the case may be) as being entitled to such Notes and (ii) in the case of Materialised Notes, the bearer of any Definitive Materialised Note and the Coupons ("Couponholder" being construed accordingly), 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.

1.4 **Method of Issue**

The Notes will be issued on a syndicated or non-syndicated basis. The Notes will be issued in series (each a "**Series**") having one or more issue dates and on terms otherwise identical (or identical other than in respect of the first payment of interest), the Notes of each Series being intended to be interchangeable with all other Notes of that Series. Each Series may be issued in tranches (each a "**Tranche**") on the same or different issue dates. The specific terms of each Tranche (which, save in respect of the issue date, issue price, first payment of interest and nominal amount of the Tranche, will be identical to the terms of other Tranches of the same Series) will be set out in the relevant Final Terms.

1.5 **Conversion and Exchange of Notes**

(i) **Dematerialised Notes**

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

(ii) **Materialised Notes**

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

2. **Status**

The principal and interest on the Notes constitute direct, unconditional, unsubordinated and (without prejudice to the provisions of Condition 3 (*Negative Pledge*)) unsecured obligations of the Issuer and rank and will rank *pari passu* and rateably without any preference among themselves and, save for statutorily preferred exceptions, equally with all other unsecured and unsubordinated obligations of the Issuer.

3. **Negative Pledge**

So long as any of the Notes, Receipts or Coupons remain outstanding the Issuer undertakes (without, however, thereby affecting its right to dispose of any of its assets) that it will not grant or permit to subsist any mortgage, charge, pledge, lien or other form of encumbrance or security interest ("**Security**") upon the whole or any part of its real property rights, assets or revenues present or future to secure any Relevant Debt (as defined below) or any guarantee of any Relevant Debt unless, at the same time or prior thereto, the Issuer's obligations under the Notes, Receipts and Coupons (a) are secured equally and rateably therewith or benefit from a guarantee in substantially identical terms thereto, as the case may be, or (b) have the benefit of such other security, guarantee or other arrangement as shall be approved by a Collective Decision (as defined below) of the Noteholders.

For the purposes of this Condition:

"**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 and any interest payable after such date) have been duly paid (i) in the case of Dematerialised Notes in bearer form and in administered registered form, to the relevant Account Holders on behalf of the Noteholder as provided in Condition 6 (*Payments*), (ii) in the case of Dematerialised Notes in fully registered form, to the account of the Noteholder as provided in Condition 6 (*Payments*) and (iii) in the case of Materialised Notes, to the Fiscal Agent as provided in this 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 or more Definitive Materialised Notes, pursuant to its provisions;

"**Relevant Debt**" means any present or future indebtedness in the form of, or represented by, bonds, notes, debentures or other securities which are for the time being, or are capable of being, quoted, listed or ordinarily dealt in on any stock exchange, over-the-counter or other securities market.

4. Interest and Other Calculations

4.1 Interest and Accrual

Each Note bears interest on its outstanding nominal amount from the Interest Commencement Date at the rate per annum (expressed as a percentage) equal to the Rate of Interest, such interest being payable in arrear on each Interest Payment Date. The amount of interest payable shall be determined in accordance with Condition 4.10 (*Calculations*).

Interest will cease to accrue on each Note on the due date for redemption unless, upon due presentation, payment of principal is improperly withheld or refused, in which event interest will continue to accrue (as well after as before judgment) at the Rate of Interest in the manner provided in this Condition 4 to the Relevant Date (as defined in Condition 4.12 (*Definitions*)).

4.2 Business Day Convention

If any date referred to in these Conditions which is specified to be subject to adjustment in accordance with a Business Day Convention would otherwise fall on a day which is not a Business Day, then, if the Business Day Convention specified is (i) the Floating Rate Business Day Convention, such date shall be postponed to the next day which is a Business Day unless it would thereby fall into the next calendar month, in which event (A) it shall be brought forward to the immediately preceding Business Day and (B) 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, (ii) the Following Business Day Convention, such date shall be postponed to the next day which is a Business Day, (iii) the Modified Following Business Day Convention, such date shall be postponed to the next day which is a Business Day unless it would thereby fall into the next calendar month, in which event it shall be brought forward to the immediately preceding Business Day or (iv) the Preceding Business Day Convention, such date shall be brought forward to the immediately preceding Business Day.

4.3 Interest on Fixed Rate Notes

Each Fixed Rate Note bears interest on its outstanding nominal amount from the Interest Commencement Date at the rate per annum (expressed as a percentage) equal to the Rate of Interest, such interest being payable in arrear on each Interest Payment Date. The amount of interest payable shall be determined in accordance with Condition 4.10 (*Calculations*).

4.4 Interest on Floating Rate Notes

(a) If "Screen Rate Determination – IBOR" is specified as applicable in the relevant Final Terms, the Rate of Interest for each Interest Accrual Period will, subject as provided below or (if applicable) in Condition 4.4(b), 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 (corresponding to Screen Rate Determination):

(i) if the Primary Source for the Floating Rate is a Page or appears on a Page, subject as provided below, the Rate of Interest shall be:

(1) the Relevant Rate (where such Relevant Rate on such Page is a composite quotation or is customarily supplied by one entity); or

(2) 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;

(ii) if the Primary Source for the Floating Rate is Reference Banks or if sub-paragraph 4.4(i)(1) applies and no Relevant Rate appears on the Page at the Relevant Time on the Interest Determination Date or if sub-paragraph 4.4(i)(2) above applies and fewer than two 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 which each of the Reference Banks is quoting to major banks in the

Relevant Financial Centre at the Relevant Time on the Interest Determination Date, as determined by the Calculation Agent;

(iii) if paragraph 4.4(i)(1) above applies and the Calculation Agent determines that fewer than two Reference Banks are so quoting Relevant Rates, subject as provided below, the Rate of Interest shall be the arithmetic mean of the rates per annum (expressed as a percentage) which 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 which five leading banks in the principal financial centre of the country of the Specified Currency or, if the Specified Currency is Euro, in those member states that adopt the single currency in accordance with the Treaty establishing the European Union (the "**Euro-zone**") (the "**Principal Financial Centre**") selected by the Calculation Agent 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 to leading banks carrying on business in Europe, or, if the Calculation Agent determines that fewer than three of such banks are so quoting, in the Principal Financial Centre, except that, if fewer than three of the banks in the Principal Financial Centre so selected by the Calculation Agent are quoting as aforesaid, the Rate of Interest shall be the Rate of Interest determined on the previous Interest Determination Date (after readjustment for any difference between any Margin, Rate Multiplier, Maximum Rate of Interest or Minimum Rate of Interest applicable to the preceding Interest Accrual Period and to the relevant Interest Accrual Period).

(iv) if paragraph 4.4(i)(1) above applies and, in the case of a Reference Rate other than an inter-bank offered rate, fewer than two quotations are provided to the Calculation Agent in accordance with the above paragraph, the Reference Rate will be determined by the Calculation Agent in its sole discretion, acting in good faith and in a commercial and reasonable manner.

The amount of interest payable shall be determined in accordance with Condition 4.10 (*Calculations*).

(b) Notwithstanding Condition 4.4(a) above, if a Benchmark Event occurs in relation to a Relevant Rate at any time when the Terms and Conditions of any Notes provide for the rate of interest (or any component part thereof) to be determined by reference to such Relevant Rate, then the following provisions shall apply and prevail over the other fallbacks specified in Condition 4.4(a).

(i) Independent Adviser

The Issuer shall use reasonable endeavours to appoint an Independent Adviser, as soon as reasonably practicable, to determine a Successor Rate, failing which an Alternative Rate (in accordance with Condition 4.4(b)(ii)) and, in either case, an Adjustment Spread, if any (in accordance with Condition 4.4(b)(iii)) and any Benchmark Amendments (in accordance with Condition 4.4(b)(iv)).

(ii) Successor Rate or Alternative Rate

If the Independent Adviser determines in good faith that:

(1) there is a Successor Rate, then such Successor Rate shall (subject to adjustment as provided in Condition 4.4(b)(iii)) subsequently be used in place of the Relevant Rate to determine the relevant Rate(s) of Interest (or the component part(s) thereof) for all relevant future payments of interest on the Notes (subject to the further operation of this Condition 4.4(b)); or

(2) there is no Successor Rate but that there is an Alternative Rate, then such Alternative Rate shall (subject to adjustment as provided in Condition 4.4(b)(iii)) subsequently be used in place of the Relevant Rate to determine the relevant Rate(s) of Interest (or the component part(s)

thereof) for all relevant future payments of interest on the Notes (subject to the further operation of this Condition 4.4(b)).

(iii) Adjustment Spread

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

(iv) Benchmark Amendments

If any Successor Rate, Alternative Rate or Adjustment Spread is determined in accordance with this Condition 4.4(b) and the Independent Adviser determines in good faith (A) that amendments to the Terms and Conditions of the Notes (including, without limitation, amendments to the definitions of Day Count Fraction, Business Days or Page) are strictly necessary to ensure the proper operation of such Successor Rate, Alternative Rate and/or Adjustment Spread (such amendments, the "**Benchmark Amendments**") and (B) the terms of the Benchmark Amendments, then the Issuer shall, subject to giving notice thereof in accordance with Condition 4.4(b)(v), without any requirement for the consent or approval of Noteholders, vary the Terms and Conditions of the Notes to give effect to such Benchmark Amendments with effect from the date specified in such notice.

In connection with any such variation in accordance with this Condition 4.4(b)(iv), the Issuer shall comply with the rules of any stock exchange on which the Notes are for the time being listed or admitted to trading.

(v) Notices

The Issuer shall, after receiving such information from the Independent Adviser, notify the Fiscal Agent, the Calculation Agent, the Paying Agents, the Representative (if any) and, in accordance with Condition 13 (*Notices*), the Noteholders, promptly of any Successor Rate, Alternative Rate, Adjustment Spread and of the specific terms of any Benchmark Amendments, determined under this Condition 4.4(b). Such notice shall be irrevocable and shall specify the effective date of the Benchmark Amendments, if any.

(vi) Fallbacks

If, following the occurrence of a Benchmark Event and in relation to the determination of the Rate of Interest on the immediately following Interest Determination Date, no Independent Adviser has been appointed or no Successor or Alternative Rate (as applicable) is determined pursuant to this provision, the Relevant Rate will continue to apply for the purpose of determining such Rate of Interest on such Interest Determination Date, with the effect that the fallback provisions provided in Conditions 4.4(a) will continue to apply to such determination, provided that such fallbacks may in certain circumstances lead to the application of the Rate of Interest determined as at the last preceding Interest Determination Date.

In such circumstances, the Issuer will be entitled (but not obliged), at any time thereafter, to elect to re-apply the provisions of this Condition 4.4(b), *mutatis mutandis*, on one or more occasions until a Successor Rate or Alternative Rate (and, if applicable, any associated Adjustment Spread and/or Benchmark Amendments) has been determined and notified in accordance with this Condition 4.4(b) (and, until such determination and notification (if any), the fallback provisions in Condition 4.4(a) shall continue to apply).

(vii) Definitions

In this Condition 4.4(b):

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

(1) in the case of a Successor Rate, is formally recommended, or formally provided as an option for parties to adopt, in relation to the replacement of the Relevant Rate with the Successor Rate by any Relevant Nominating Body;

(2) in the case of an Alternative Rate (or in the case of a Successor Rate where paragraph (1) above does not apply), is in customary market usage in the international debt capital market for transactions which reference the Relevant Rate, where such rate has been replaced by the Alternative Rate (or as the case may be, the Successor Rate); or

(3) if no such recommendation or option has been made (or made available), or the Independent Adviser determines there is no such spread, formula or methodology in customary market usage, the Independent Adviser, acting in good faith, determines to be appropriate.

"**Alternative Rate**" means, in the absence of a Successor Rate, an alternative benchmark or screen rate which the Independent Adviser determines in accordance with this Condition 4.4(b) and which is customary market usage in the international debt capital markets for the purposes of determining rates of interest (or the relevant component part thereof) for a commensurate interest period (if there is such a customary market usage at such time) and in the same Specified Currency as the Notes.

"**Benchmark Event**" means, with respect to a Relevant Rate:

(1) the Relevant Rate ceasing to exist or be published;

(2) the later of (i) the making of a public statement by the administrator of the Relevant Rate that it will, on or before a specified date, cease publishing the Relevant Rate permanently or indefinitely (in circumstances where no successor administrator has been appointed that will continue publication of the Relevant Rate) and (ii) the date falling six (6) months prior to the specified date referred to in the preceding item (i);

(3) the making of a public statement by the supervisor of the administrator of the Relevant Rate that the Relevant Rate has been permanently or indefinitely discontinued;

(4) the later of (i) the making of a public statement by the supervisor of the administrator of the Relevant Rate that the Relevant Rate will, on or before a specified date, be permanently or indefinitely discontinued and (ii) the date falling six (6) months prior to the specified date referred to in the preceding item (i);

(5) the making of a public statement by the supervisor of the administrator of the Relevant Rate that means the Relevant Rate will, by a specified future date, be prohibited from being used or that its use will be subject to restrictions or adverse consequences, either generally or in respect of the Notes, in each case within the following six (6) months;

(6) it has or will prior to the next Interest Determination Date, become unlawful for the Calculation Agent or any Paying Agent to calculate any

payments due to be made to any Noteholder using the Relevant Rate (including without limitation, under EU Benchmark Regulation or UK Benchmark Regulation), if applicable); or

(7) the making of a public statement by the supervisor of administrator of the Relevant Rate that, in the view of such supervisor, such Relevant Rate is no longer representative of an underlying market.

"**Independent Adviser**" means an independent financial institution of international repute or an independent adviser of recognised standing with appropriate expertise, at all times acting in good faith and in a commercially reasonable manner as an expert, appointed by the Issuer at its own expense under Condition 4.4(b)(i).

"**Relevant Nominating Body**" means, in respect of a benchmark or other screen rate (as applicable);

(1) the central bank for the currency to which the benchmark or screen rate (as applicable) relates, or any central bank or other supervisory authority which is responsible for supervising the administrator of the benchmark or screen rate (as applicable); or

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

"**Successor Rate**" means a successor to or replacement of the Relevant Rate which is formally recommended by any Relevant Nominating Body. If, following a Benchmark Event, more than one successor or replacement rates are recommended by any Relevant Nominating Body, the Independent Adviser will determine, among those successor or replacement rates, the one which is the most appropriate, taking into consideration, without limitation, the particular features of the relevant Notes.

(c) Screen Rate Determination *– SONIA:*

(i) Where "Screen Rate Determination – SONIA" is specified in the relevant Final Terms as the manner in which a Rate of Interest is to be determined, such Rate of Interest for each Interest Period will be calculated by the Calculation Agent in accordance with Condition 4.4(c)(ii) or 4.4(c)(iii) below, subject to the provisions of Conditions 4.4(c)(iv) to 4.4(c)(v) as applicable.

(ii) Where the Calculation Method is specified in the relevant Final Terms as being "Lag Method", the Rate of Interest for each Interest Period will, subject as provided below, be "Compounded Daily SONIA-Lag" plus or minus (as specified in the relevant Final Terms) the Margin.

(iii) Where the Calculation Method is specified in the relevant Final Terms as being "Observation Shift Method", the Rate of Interest for each Interest Period will, subject as provided below, be "Compounded Daily SONIA-Shift" plus or minus (as specified in the relevant Final Terms) the Margin.

(iv) For the purposes of Condition 4.4(c)(ii):

"**Compounded Daily SONIA-Lag**", with respect to an Interest Period, will be calculated by the Calculation Agent on the Interest Determination Date in accordance with the following formula, and the resulting percentage will be rounded, if necessary, to the fourth decimal place, with 0.00005 being rounded upwards:

$$\left[\prod_{i=1}^{d_o}\left(1+\frac{SONIA_{i-pLBD} \text{ x } n_i}{365}\right)-1\right] \text{x } \frac{365}{d}$$

where:

"**d**" means, for any Interest Period, the number of calendar days in such Interest Period;

"$\mathbf{d_o}$" means, for any Interest Period, the number of London Banking Days in such Interest Period;

"**i**" means, for any Interest Period, a series of whole numbers from one to do, each representing the relevant London Banking Day in chronological order from, and including, the first London Banking Day in such Interest Period to, and including, the last London Banking Day in such Interest Period;

"**Interest Determination Date**" means, in respect of any Interest Period, the date falling p London Banking Days prior to the Interest Payment Date for such Interest Period (or the date falling p London Banking Days prior to such earlier date, if any, on which the Notes are due and payable).

"**London Banking Day**" or "**LBD**" means any day on which commercial banks are open for general business (including dealing in foreign exchange and foreign currency deposits) in London;

"$\mathbf{n_i}$" for any London Banking Day "i", in the relevant Interest Period the number of calendar days from, and including, such London Banking Day "i" up to, but excluding, the following London Banking Day;

"**p**" for any Interest Period, means the number of London Banking Days specified in the relevant Final Terms.

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

"**SONIA Reference Rate**" means, in respect of any London Banking Day, a reference rate equal to the daily Sterling Overnight Index Average ("**SONIA**") rate for such London Banking Day as provided by the administrator of SONIA to authorised distributors and as then published on the Relevant Screen Page (or if the Relevant Screen Page is unavailable, as otherwise is published by such authorised distributors) on the London Banking Day immediately following such London Banking Day; and

"$\mathbf{SONIA_{i\text{-}pLBD}}$" means, in respect of any London Banking Day "i" falling in the relevant Interest Period, the SONIA Reference Rate for the London Banking Day falling p London Banking Days prior to the relevant London Banking Day "i".

For the avoidance of doubt, the formula for the calculation of Compounded Daily SONIA-Lag only compounds the SONIA Reference Rate in respect of any London Banking Day. The SONIA Reference Rate applied to a day that is a non-London Banking Day will be taken by applying the SONIA Reference Rate for the previous London Banking Day but without compounding.

(v) For the purposes of Condition 4.4(c)(iii):

"Compounded Daily SONIA-Shift", with respect to an Interest Period, will be calculated by the Calculation Agent on the Interest Determination Date in accordance with the following formula, and the resulting percentage will be rounded, if necessary, to the fourth decimal place, with 0.00005 being rounded upwards:

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

where:

"**d**" means, for any Observation Period, the number of calendar days in such Observation Period;

"**d_o**" means, for any Observation Period, the number of London Banking Days in such Observation Period;

"**i**" means, for any Observation Period, a series of whole numbers from one to do, each representing the relevant London Banking Day in chronological order from, and including, the first London Banking Day in such Observation Period to, and including, the last London Banking Day in such Observation Period;

"**Interest Determination Date**" means, in respect of any Interest Period, the date falling p London Banking Days prior to the Interest Payment Date for such Interest Period (or the date falling p London Banking Days prior to such earlier date, if any, on which the Notes are due and payable).

"**London Banking Day**" or "**LBD**" means any day on which commercial banks are open for general business (including dealing in foreign exchange and foreign currency deposits) in London;

"**n_i**" for any London Banking Day "i", in the relevant Observation Period the number of calendar days from, and including, such London Banking Day "i" up to, but excluding, the following London Banking Day;

"**p**" for any Interest Period, means the number of London Banking Days specified in the relevant Final Terms.

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

"**SONIA Reference Rate**" means, in respect of any London Banking Day, a reference rate equal to the daily Sterling Overnight Index Average ("**SONIA**") rate for such London Banking Day as provided by the administrator of SONIA to authorised distributors and as then published on the Relevant Screen Page (or if the Relevant Screen Page is unavailable, as otherwise is published by such authorised distributors) on the London Banking Day immediately following such London Banking Day; and

"**$SONIA_i$**" means, in respect of any London Banking Day "i" falling in the relevant Observation Period, the SONIA Reference Rate for that day.

For the avoidance of doubt, the formula for the calculation of Compounded Daily SONIA-Shift only compounds the SONIA Reference Rate in respect of any London Banking Day. The SONIA Reference Rate applied to a day that is a non-London Banking Day will be taken by applying the SONIA Reference Rate for the previous London Banking Day but without compounding.

(vi) If, in respect of any London Banking Day in the relevant Reference Period or Observation Period, as the case may be, the Calculation Agent determines that the SONIA Reference Rate is not available on the Relevant Screen Page or has not otherwise been published by the relevant authorised distributors, such SONIA Reference Rate shall be:

(1) (x) the Bank of England's Bank Rate (the "**Bank Rate**") prevailing at close of business on the relevant London Banking Day; plus (y) the mean of the spread of the SONIA Reference Rate to the Bank Rate over the previous p London Banking Days on which a SONIA Reference Rate has been published, excluding the highest spread (or, if there is more than one highest spread, one only of those highest spreads) and lowest spread (or, if there is more than one lowest spread, one only of those lowest spreads) to the Bank Rate; or

(2) if the Bank Rate is not published by the Bank of England at close of business on the relevant London Banking Day, the SONIA Reference Rate published on the Relevant Screen Page (or otherwise published by the relevant authorised distributors) for the first preceding London Banking Day on which the SONIA Reference Rate was published on the Relevant Screen Page (or otherwise published by the relevant authorised distributors).

(vii) If the Interest Rate cannot be determined in accordance with the foregoing provisions of this Condition 4.4(c)(vii), the Interest Rate determined by the Calculation Agent shall be (x) that determined as at the last preceding Interest Determination Date (though substituting, where a different Margin is to be applied to the relevant Interest Period from that which applied to the last preceding Interest Period, the Margin relating to the relevant Interest Period, in place of the Margin relating to that last preceding Interest Period) or (y) if there is no such preceding Interest Determination Date, the initial Interest Rate which would have been applicable to the Notes for the first Interest Period had the Notes been in issue for a period equal in duration to the scheduled first Interest Period but ending on (and excluding) the Interest Commencement Date (but applying the Margin applicable to the first Interest Period).

(viii) If the Notes become due and payable in accordance with Condition 9 (*Events of default*), the final Interest Determination Date shall, notwithstanding the definition specified above, be deemed to be the date on which the Notes became due and payable and the Interest Rate on the Notes shall, for so long as the Notes remain outstanding, be the rate determined on such date.

(d) Screen Rate Determination – *€STR:*

(i) Where "Screen Rate Determination – €STR" is specified in the relevant Final Terms as the manner in which a Rate of Interest is to be determined, the Rate of Interest for each Interest Period will, subject as provided below, be Compounded Daily €STR plus or minus (as specified in the relevant Final Terms) the Margin, all as determined by the Calculation Agent on each Interest Determination Date.

(ii) If, where any Rate of Interest is to be calculated, in respect of any TARGET Settlement Day in respect of which an applicable €STR reference rate is required to be determined, such €STR reference rate is not made available on the Relevant Screen Page and has not otherwise been published by the relevant authorised distributors, then the €STR reference rate in respect of such TARGET Settlement Day shall be the €STR reference rate for the first preceding TARGET Settlement Day in respect of which €STR reference rate was published by the European Central Bank on its website, as determined by the Calculation Agent.

(iii) If the Rate of Interest cannot be determined in accordance with the foregoing provisions of this 4.4(d), the Rate of Interest determined by the Calculation Agent shall be (A) that determined as at the last preceding Interest Determination Date (though substituting, where a different Margin is to be applied to the relevant Interest Period from that which applied to the last preceding Interest Period, the Margin relating to the relevant Interest Period, in place of the Margin relating to that last preceding Interest Period) or (B) if there is no such preceding Interest Determination Date, the initial Rate of Interest which would have been applicable to the Notes for the first Interest Period had the Notes been in issue for a period equal in duration to the scheduled first Interest Period but ending on (and excluding) the Interest Commencement Date (but applying the Margin applicable to the first Interest Period).

(iv) For the purposes of this Condition 4.4(d):

"**Compounded Daily €STR**" means, with respect to any Interest Period, the rate of return of a daily compound interest investment (with the daily euro short-term rate as reference rate for the calculation of interest) as calculated by the Calculation Agent as at the relevant Interest Determination Date in accordance with the following formula (and the resulting percentage will be rounded if necessary to the nearest fifth decimal place, with 0.000005 being rounded upwards):

$$\left[\prod_{i=1}^{d_o}\left(1+\frac{€\mathrm{STR}_i \times n_i}{\mathrm{D}}\right)-1\right]\times\frac{\mathrm{D}}{d}$$

where:

"***d***" means the number of calendar days in:

(1) where "Lag" is specified as the Observation Method in the relevant Final Terms, the relevant Interest Period; or

(2) where "Observation Shift" is specified as the Observation Method in the relevant Final Terms, the relevant Observation Period;

"**D**" means the number specified as such in the relevant Final Terms (or, if no such number is specified, 360);

"d_o" means the number of TARGET Settlement Days in:

(1) where "Lag" is specified as the Observation Method in the relevant Final Terms, the relevant Interest Period; or

(2) where "Observation Shift" is specified as the Observation Method in the relevant Final Terms, the relevant Observation Period;

the "**€STR reference rate**", in respect of any TARGET Settlement Day, is a reference rate equal to the daily euro short-term rate ("**€STR**") for such TARGET Settlement Day as provided by the European Central Bank as the administrator of €STR (or any successor administrator of such rate) on the website of the European Central Bank (or, if no longer published on its website, as otherwise published by it or provided by it to authorised distributors and as then published on the Relevant Screen Page or, if the Relevant Screen Page is unavailable, as otherwise published by such authorised distributors) on the TARGET Settlement Day immediately following such TARGET Settlement Day (in each case, at the time specified by, or determined in accordance with, the applicable methodology, policies or guidelines, of the European Central Bank or the successor administrator of such rate);

"**€STRi**" means the €STR reference rate for:

(3) where "Lag" is specified as the Observation Method in the relevant Final Terms, the TARGET Settlement Day falling "p" TARGET Settlement Days prior to the relevant TARGET Settlement Day "i"; or

(4) where "Observation Shift" is specified as the Observation Method in the relevant Final Terms, the relevant TARGET Settlement Day "i".

"**i**" is a series of whole numbers from one to "d_o", each representing the relevant TARGET Settlement Day in chronological order from, and including, the first TARGET Settlement Day in:

(5) where "Lag" is specified as the Observation Method in the relevant Final Terms, the relevant Interest Period; or

(6) where "Observation Shift" is specified as the Observation Method in the relevant Final Terms, the relevant Observation Period;

to, and including, the last TARGET Settlement Day in such period;

"**Interest Determination Date**" means, in respect of any Interest Period, the date falling "p" TARGET Settlement Days prior to the Interest Payment Date for such Interest Period (or the date falling "p" TARGET Settlement Days prior to such earlier date, if any, on which the Notes are due and payable);

" $\mathbf{n_i}$" for any TARGET Settlement Day "i" in the relevant Interest Period or Observation Period (as applicable), means the number of calendar days from (and including) such TARGET Settlement Day "i" up to (but excluding) the following TARGET Settlement Day;

"**Observation Period**" means, in respect of any Interest Period, the period from (and including) the date falling "p" TARGET Settlement Days prior to the first day of the relevant Interest Period (and the first Interest Period shall begin on and include the Interest Commencement Date) to (but excluding) the date falling "p" TARGET Settlement Days prior to (A) (in the case of an Interest Period) the Interest Payment Date for such Interest Period or (B) such earlier date, if any, on which the Notes become due and payable;

"**p**" for any latest Interest Period or Observation Period (as applicable), means the number of TARGET Settlement Days specified as the "Lag Period" or the "Observation Shift Period" (as applicable) in the relevant Final Terms or, if no such period is specified, five TARGET Settlement Days;

"**T2**" means the real time gross settlement system operated by the Eurosystem or any successor system; and

"**TARGET Settlement Day**" means any day on which T2 is open for the settlement of payments in euro.

4.5 **Interest on Fixed to Floating Rate Notes**

Fixed to Floating Notes are Notes for which a change of interest basis is specified to be applicable in the relevant Final Terms. Fixed to Floating Rating Notes may bear interest at a rate (i) that the Issuer may elect to convert on the date set out in the Final Terms (the "**Switch Date**") from a Fixed Rate to a Floating Rate or from a Floating Rate to a Fixed Rate. The Issuer election to change the interest basis (the "**Issuer Change of Interest Basis**") will be deemed effective upon receipt of a valid notification sent by the Issuer in accordance with Condition 13 (*Notices*) to the relevant Noteholders within the period specified in the relevant Final Terms; or (ii) that will automatically change from a Fixed Rate to a Floating Rate, or from a Floating Rate to a Fixed Rate at the date set out in the Final Terms (the "**Automatic Change of Interest Basis**").

4.6 **Interest on 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 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 defined in Condition 5.4).

4.7 **Interest on Dual Currency Notes**

In the case of Dual Currency Notes, if the rate or amount of interest falls to be determined by reference to a Rate of Exchange, such Rate of Exchange shall be specified in the relevant Final Terms.

4.8 **Interest on Partly Paid Notes**

In the case of Partly Paid Notes (other than Partly Paid Notes which are Zero Coupon Notes), interest will accrue as aforesaid on the paid-up nominal amount of such Notes.

4.9 **Margin, Maximum Rate of Interest, Minimum Rate of Interest, Instalment Amounts and Redemption Amounts, Rate Multipliers and Rounding**

(i) If any Margin or Rate Multiplier is specified in the relevant Final Terms (either (x) generally, or (y) in relation to one or more Interest Accrual Periods), an adjustment shall be made to all Rates of Interest, in the case of (x), or the Rates of Interest for the specified Interest Accrual Periods, in the case of (y), calculated in accordance with Condition 4.4 above by adding (if a positive number) or subtracting the absolute value (if a negative number) of such Margin or multiplying by such Rate Multiplier, subject always to the next paragraph.

(ii) If any Maximum Rate of Interest or Minimum Rate of Interest, Instalment Amount or Redemption Amount is specified in the relevant Final Terms, then the Rate of Interest, Instalment Amount or Redemption Amount shall in no event be greater than the maximum or be less than the minimum so specified. The Minimum Rate of Interest (that is the reference rate plus any applicable Margin) shall at all times not be less than zero.

(iii) For the purposes of any calculations required pursuant to these Conditions (unless otherwise specified), (x) all percentages resulting from such calculations will be rounded, if necessary, to the nearest five places of decimals (with halves being rounded up), (y) all figures will be rounded to seven significant figures (with halves being rounded up) and (z) all currency amounts which fall due and payable will 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 which is available as legal tender in the country of such currency.

4.10 **Calculations**

The amount of interest payable per Specified Denomination in respect of any Note for any Interest Accrual Period shall be the product of the Rate of Interest, the Specified Denomination specified in the relevant Final Terms, and the Day Count Fraction for such Interest Accrual Period, unless an Interest Amount (or a formula for its calculation) is applicable to such Interest Accrual Period, in which case the amount of interest payable per Specified Denomination in respect of such Note for such Interest Accrual Period will equal such Interest Amount (or be calculated in accordance with such formula). Where any Interest Period comprises two or more Interest Accrual Periods, the amount of interest payable per Specified Denomination in respect of such Interest Period will be the sum of the Interest Amounts of interest payable in respect of each of those Interest Accrual Periods. In respect of any other period for which interest is required to be calculated, the provisions above shall apply save that the Day Count Fraction shall be for the period for which interest is required to be calculated.

4.11 **Determination and Publication of Rates of Interest, Interest Amounts, Final Redemption Amounts, Early Redemption Amounts, Optional Redemption Amounts and Instalment Amounts**

The Calculation Agent shall as soon as practicable after the Relevant Time on each Interest Determination Date or such other 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, determine the Rate of Interest and calculate the Interest Amounts for the relevant Interest Accrual Period, calculate the Final Redemption Amount, Early Redemption Amount, Optional Redemption Amount or Instalment Amount, obtain such quotation or make such determination or calculation, as the case may be, and cause the Rate of Interest and the Interest Amounts for each Interest Accrual Period and the relevant Interest Payment Date and, if required to be calculated, the Final Redemption Amount, Early Redemption Amount, Optional Redemption Amount or any Instalment Amount to be notified to the Fiscal Agent, the Issuer, each of the Paying Agents, the Noteholders, any other Calculation Agent appointed in respect of the Notes which is to make a further calculation upon receipt of such information and, if the Notes are listed on a stock exchange and the rules of such exchange so require, such exchange as soon as possible after their determination but in no event later than (i) the commencement of the relevant Interest Period, if determined before such time, in the case of notification to such exchange of a Rate of Interest, Interest Amount and the Interest Payment Date, or (ii) in all other cases, the fourth Business Day after such determination. 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 (*Events of Default*), 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 4.11 but no publication of the Rate of Interest or the Interest Amount so calculated need be made. The determination of each Rate of Interest, Interest Amount, Redemption Amount and Instalment Amount, the obtaining of each quote 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.

4.12 **Definitions**

Unless the context otherwise requires and subject to the provisions of Condition 4.4, the following terms shall have the meanings set out below:

"**Benchmark**" means, in respect of a Series of Notes, EURIBOR or any other benchmark specified in the relevant Final Terms.

"**Business Day**" means:

(i) in the case of a specified currency (other than Euro) and/or one or more specified financial centres, a day (other than a Saturday or a Sunday) on which commercial banks and foreign exchange markets are open for business in the Principal Financial Centre for that currency and/or each of the financial centres so specified; and/or

(ii) in the case of Euro, a day on which the T2 is operating (a "**T2 Business Day**"); and/or

(iii) in the case of a currency and/or one or more business centres specified in the relevant Final Terms (the "**Business Centre(s)**"), a day (other than a Saturday 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 as so specified.

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

(i) if "**Actual/365**" or "**Actual/Actual-ISDA**" is specified in the relevant Final Terms, the actual number of days in the Calculation Period divided by 365 (or, if any portion of that Calculation Period falls in a leap year, the sum of (A) the actual number of days in that portion of the Calculation Period falling in a leap year divided by 366 and (B) the actual number of days in that portion of the Calculation Period falling in a non-leap year divided by 365);

(ii) if "**Actual/365 (Fixed)**" is specified in the relevant Final Terms, the actual number of days in the Calculation Period divided by 365;

(iii) if "**Actual/360**" is specified in the relevant Final Terms, the actual number of days in the Calculation Period divided by 360;

(iv) if "**30/360**", "**360/360**" or "**Bond Basis**" is specified in the relevant Final Terms, the number of days in the Calculation Period divided by 360 (the number of days to be calculated on the basis of a year of 360 days with 12 30-day months (unless (a) the last day of the Calculation Period is the 31st day of a month but the first day of the Calculation Period is a day other than the 30th or 31st day of a month, in which case the month that includes that last day shall not be considered to be shortened to a 30-day month, or (b) the last day of the Calculation Period is the last day of the month of February, in which case the month of February shall not be considered to be lengthened to a 30-day month));

(v) if "**30E/360**" or "**Eurobond Basis**" is specified in the relevant Final Terms, the number of days in the Calculation Period divided by 360 (the number of days to be calculated on the basis of a year of 360 days with 12 30-day months, without regard to the date of the first day or last day of the Calculation Period unless in the case of a Calculation Period ending on the Maturity Date, the Maturity Date is the last day of the month of February in which case the month of February shall not be considered to be lengthened to a 30-day month); and

(vi) if "**Actual/Actual-ICMA**" is specified in the relevant Final Terms,

(a) if the Calculation Period is equal to or shorter than the Determination Period during which it falls, the number of days in the Calculation Period divided by the product of (x) the number of days in such Determination Period and (y) the number of Determination Periods normally ending in any year; and

(b) if the Calculation Period is longer than one Determination Period, the sum of:

(A) 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 in any year; and

(B) the number of days in such Calculation Period falling in the next Determination Period divided by the product of (1) the number of days in such Determination Period and (2) the number of Determination Periods normally ending in any year.

where:

"**Determination Date**" means the date specified in the relevant Final Terms or, if none is so specified, the Interest Period Date; and

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

"**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.

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

"**Interest Amount**" means:

(i) in respect of an Interest Accrual Period, the amount of interest payable per Specified Denomination for that Interest Accrual Period and which, and in the case of Fixed Rate Notes, and unless otherwise specified in the relevant Final Terms, shall mean the Fixed Coupon Amount or Broken Amount specified in the relevant Final Terms as being payable on the Interest Payment Date ending the Interest Period of which such Interest Accrual Period forms part; and, as the case may be

(ii) in respect of any other period, the amount of interest payable per Specified Denomination for that period.

"**Interest Commencement Date**" means the date of issue of the Notes (the "**Issue Date**") or such other date as may be specified in the relevant Final Terms.

"**Interest Determination Date**" means, with respect to a Rate of Interest and Interest Accrual Period, the date specified as such in the relevant Final Terms or, if none is so specified, (i) the first day of such Interest Accrual Period if the Specified Currency is Sterling or (ii) the day falling two Business Days in London prior to the first day of such Interest Accrual Period if the Specified Currency is neither Sterling nor Euro or (iii) the day falling two T2 Business Days prior to the first day of such Interest Accrual Period if the Specified Currency is Euro.

"**Interest Period**" means the period beginning on the Interest Commencement Date and ending on the first Interest Payment Date and each successive period beginning on an Interest Payment Date and ending on the next succeeding Interest Payment Date.

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

"**Page**" means such part of a particular information service (including, but not limited to, Reuters Markets 3000 ("**Reuters and FININFO**")) as may be specified for the purpose of providing a Relevant Rate, or such other part as may replace it on that or 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.

"**Rate of Interest**" means the rate of interest payable from time to time in respect of this Note and which is either specified or calculated in accordance with the provisions in the relevant Final Terms.

"**Reference Banks**" means the institutions specified as such in the relevant Final Terms or, if none, four major banks selected by the Calculation Agent in the interbank market (or, if appropriate, money market) which is most closely connected with the Benchmark (which, if EURIBOR is the relevant benchmark, shall be the Euro-zone).

"**Relevant Date**" in respect of any Note, Receipt or Coupon means the date on which payment in respect thereof first becomes 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 (if earlier) the date on which notice is duly given to the Noteholders that, upon further presentation of the Note, Receipt or Coupon being made in accordance with the Conditions, such payment will be made, provided that payment is in fact made upon such presentation.

"**Relevant Financial Centre**" means, with respect to any Floating Rate to be determined 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, shall be the Euro-zone) or, if none is so connected, London.

"**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 none 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 relevant currency in the interbank market in the Relevant Financial Centre and for this purpose "**local time**" means, with respect to Europe or the Euro-zone as a Relevant Financial Centre, Central European Time.

"**Representative Amount**" means, with respect to any Floating Rate to be determined 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.

"**Specified Duration**" means, with respect to any Floating Rate to be determined 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 relevant Interest Accrual Period, ignoring any adjustment pursuant to Condition 4.2 (*Business Day Convention*).

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

4.13 **Calculation Agent and Reference Banks**

The Issuer will procure that there shall at all times be four Reference Banks (or such other number as may be required) with offices in the Relevant Financial Centre and one or more Calculation Agents if provision is made for them in the relevant Final Terms and for so long as any Note is outstanding. If any Reference Bank (acting through its relevant office) is unable or unwilling to continue to act as a Reference Bank, then the Issuer will 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 Accrual Period or to calculate any Interest Amount, Instalment Amount, Final Redemption Amount, Early Redemption Amount or Optional Redemption Amount, as the case may be, or to comply with any other requirements, the Issuer will 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 London 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 that Regulated Market so require, notice of any change of Calculation Agent shall be given in accordance with Condition 13 (*Notices*).

"**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 and any interest payable after such date) have been duly paid (i) in the case of Dematerialised Notes in bearer form and in administered registered form, to the relevant Account Holders on behalf of the holder as provided in Condition 6.1 (*Dematerialised Notes*), (ii) in the case of Dematerialised Notes in fully registered form, to the account of the holder as provided in Condition 6.1 (*Dematerialised Notes*) 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 Definitive Materialised Notes 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 that have been repurchased and cancelled as provided in the Conditions, and (e) in the case of Materialised Notes (i) those mutilated or defaced Definitive Materialised Notes that have been surrendered in exchange for replacement Definitive Materialised Notes, (ii) (for the purpose only of determining how many such Definitive Materialised Notes are outstanding and without prejudice to their status for any other purpose) those Definitive Materialised Notes alleged to have been lost, stolen or destroyed and in respect of which replacement Definitive Materialised Notes have been issued and (iii) any Temporary Global Certificate to the extent that it shall have been exchanged for one or more Definitive Materialised Notes, pursuant to its provisions.

5. **Redemption, Purchase and Options**

5.1 **Final Redemption**

Unless previously redeemed, purchased and cancelled as provided below, each Note will be redeemed at its Final Redemption Amount (which, unless otherwise provided, is its nominal amount) on the Maturity Date specified in the relevant Final Terms.

5.2 **Redemption for Taxation Reasons**

(i) If by reason of any change in, or amendment to, the laws and regulations of the Republic of France or any political subdivision or any authority therein or thereof having power to tax, or any change in the official application or interpretation thereof, becoming effective after the Issue Date, the Issuer would become obliged to pay additional amounts as provided or referred to in Condition 7 (*Taxation*), the Notes may be redeemed at the option of the Issuer in whole, but not in part, on any Interest Payment Date or, if so specified in the relevant Final Terms, at any time, on giving not less than 30 nor more than 60 calendar days' notice to the Noteholders (which notice shall be irrevocable), at their Final Redemption Amount together with interest accrued to the date fixed for redemption (unless otherwise specified in the relevant Final Terms), provided that the due date for redemption of which notice may be given hereunder shall be no earlier than the latest practicable date on which the Issuer could make payment of principal and interest without withholding for French taxes.

(ii) If the Issuer would on the next payment of principal or interest in respect of the Notes be prevented by French law from making payment to Noteholders or Couponholders of the full amount then due and payable, notwithstanding the undertaking to pay additional amounts contained in Condition 7 (*Taxation*), then the Issuer shall forthwith give notice of such fact to the Fiscal Agent and the Issuer shall upon giving not less than 7 calendar days' prior notice to the Noteholders, redeem all, but not some only, of the Notes then outstanding at their Redemption Amount together with, unless otherwise specified in the relevant Final Terms, any interest accrued to the date set for redemption on (A) the latest practicable Interest Payment Date on which the Issuer could make payment of the full amount then due and payable in respect of the Notes, provided that if such notice would expire after such Interest Payment Date the date for redemption pursuant to such notice of Noteholders shall be the later of (i) the latest practicable date on which the Issuer could make payment of the full amount then due and payable in respect of the Notes and (ii) 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 on which the Issuer could make payment of the full amount payable in respect of the Notes, Receipts or Coupons or, if that date is passed, as soon as practicable thereafter.

5.3 **Purchases**

The Issuer shall have the right at all times to purchase Notes (provided that, in the case of Materialised Notes, all unmatured Receipts and Coupons and unexchanged Talons relating thereto are attached or surrendered therewith) in the open market or otherwise (including by tender offer) at any price, subject to applicable laws and/or regulations.

Unless otherwise specified in the Final Terms, Notes purchased by the Issuer may be held and resold in such amount as may be permitted by and in accordance with applicable laws and/or regulations.

5.4 **Early Redemption of Zero Coupon Notes**

(i) The Early Redemption Amount payable in respect of any Note which does not bear interest prior to the Maturity Date, the Early Redemption Amount of which is not linked to a formula, upon redemption of such Note pursuant to Condition 5.2 (*Redemption for Taxation Reasons*) or upon it becoming due and payable as provided in Condition 9 (*Events of Default*) shall be the Amortised Face Amount (calculated as provided below) of such Note.

(ii) Subject to the provisions of sub-paragraph 5.4(iii) below, the Amortised Face Amount of any such Note shall be the scheduled Final Redemption Amount of such Note on the Maturity Date discounted at a rate per annum (expressed as a percentage) equal to the Amortisation Yield (which, if none is shown in the relevant Final Terms, shall be such rate as would produce an Amortised Face Amount equal to the issue price of the Notes if they were discounted back to their issue price on the Issue Date) compounded annually. Where such calculation is to be made for a period of less than one year, it shall be made on the basis of the Day Count Fraction shown in the relevant Final Terms.

(iii) If the Early Redemption Amount payable in respect of any such Note upon its redemption pursuant to Condition 5.2 (*Redemption for Taxation Reasons*) or upon it becoming due and payable as provided in Condition 9 (*Events of Default*) is not paid when due, the Early Redemption Amount due and payable in respect of such Note shall be the Amortised Face Amount of such Note as defined in sub-paragraph 5.4(ii) above, except that such sub-paragraph shall have effect as though the reference therein to the date on which the Note becomes due and payable were replaced by a reference to the Relevant Date. The calculation of the Amortised Face Amount in accordance with this sub-paragraph will continue to be made (as well after as before judgment) until the Relevant Date, unless the Relevant Date falls on or after the Maturity Date, in which case the amount due and payable shall be the scheduled Redemption Amount of such Note on the Maturity Date together with any interest that may accrue in accordance with Condition 4.5 (*Interest on Fixed to Floating Rate Notes*).

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

5.5 **Redemption at the Option of the Issuer and Exercise of Issuer's Options**

(i) If Call Option is specified in the relevant Final Terms as applicable, the Issuer may, on giving not less than 15 nor more than 30 calendar days' irrevocable notice in accordance with Condition 13 (*Notices*) 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 the relevant Final Terms) in relation to, all or, if so provided, some of the Notes in the nominal amount or integral multiples thereof and 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 together with interest accrued to the date fixed for redemption, if any. Any redemption or exercise must relate to Notes of a nominal amount at least equal to the minimal nominal amount to be redeemed specified in the relevant Final Terms and no greater than the maximum nominal amount to be redeemed specified in the relevant Final Terms.

(ii) All Notes in respect of which any such notice is given shall be redeemed, or the Issuer's option shall be exercised, on the date specified in such notice in accordance with this Condition 5.5.

(iii) 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 number 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 Regulated Market requirements.

(iv) 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 by reducing the nominal amount of all such Dematerialised Notes in a Series in proportion to the aggregate nominal amount redeemed, subject to compliance with any other applicable laws and Regulated Market requirements.

(v) So long as the Notes are listed and admitted to trading on any Regulated Market and the rules of that Regulated Market so require, the Issuer shall, each time there has been a partial redemption of the Notes, cause to be published in a leading newspaper of general circulation in the city where the Regulated Market is located, 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.

5.6 **Redemption at the Option of Noteholders and Exercise of Noteholders' Options**

If Put Option is specified in the relevant Final Terms as applicable, the Issuer shall, at the option of the holder of any such Note, upon the holder of such Note giving not less than 15 nor more than 30 calendar days' notice to the 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.

To exercise such option, or any other Noteholders' option which may be set out in the relevant Final Terms (which must be exercised on an Option Exercise Date), the holder must deposit such Note with any Paying Agent at its specified office, together with a duly completed option exercise notice ("**Exercise Notice**") in the form obtainable from any Paying Agent within the Noteholders' Option Period. No Note so deposited and option exercised may be withdrawn (except as provided in the Agency Agreement) without the prior consent of the Issuer. Such notice shall, in the case of Materialised Notes, have attached to it such Note (together with all unmatured Coupons and unexchanged Talons). In the case of Dematerialised Notes, the Noteholder shall transfer, or cause to be transferred, the Dematerialised Notes to be redeemed to the account of the Paying Agent 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 Issuer.

5.7 **Partly Paid Notes**

Partly Paid Notes will be redeemed, whether at maturity, early redemption or otherwise, in accordance with the provisions of this Condition 5 and the provisions specified in the relevant Final Terms.

5.8 **Redemption by Instalments**

Unless previously redeemed, purchased and cancelled as provided in this Condition 5, each Note which provides for Instalment Dates and Instalment Amounts will be partially redeemed on each Instalment Date at the Instalment Amount specified on it, whereupon the outstanding nominal amount of such Note shall be reduced by the Instalment Amount for all purposes.

5.9 **Cancellation**

All Notes redeemed or purchased by or on behalf of the Issuer for cancellation shall forthwith be cancelled, in the case of Dematerialised Notes, together with all rights relating to payment of interest and other amounts relating to such Dematerialised Notes, by transfer to an account in accordance with the rules and procedures of Euroclear France and, in the case of Materialised Notes, together with all unmatured Coupons and unexchanged Talons attached thereto or surrendered therewith, by surrendering to the Fiscal Agent the Temporary Global Certificate and the Definitive Materialised Notes in question together with all unmatured Coupons and all unexchanged Talons. Any Notes so cancelled or, where applicable, transferred or surrendered for cancellation may not be reissued or resold and the obligations of the Issuer in respect of any such Notes shall be discharged.

6. **Payments**

6.1 **Dematerialised Notes**

Payments of principal and interest in respect of Dematerialised Notes shall be made (i) (in the case of Dematerialised Notes in bearer dematerialised form or administered registered form) by transfer to the account denominated in the relevant currency of the relevant Account Holders for the benefit of the relevant Noteholders and (ii) (in the case of Dematerialised Notes in fully registered form), to an account denominated in the relevant currency with a Bank (as defined below) designated by the relevant Noteholders. Any payment validly made to any such Account Holders, or to any such Bank (as defined below) designated by any Noteholder, will constitute an effective discharge of the Issuer in respect of such payment.

6.2 **Materialised Notes**

Payments of principal and interest in respect of Materialised Notes shall, subject as mentioned below, be made against presentation and surrender during usual business hours of the relevant Materialised Notes (in the case of all other payments of principal and, in the case of interest, as specified in Condition 6.6 (*Unmatured Coupons and Receipts and Unexchanged Talons*)) or Coupons (in the case of interest, save as specified in Condition 6.6 (*Unmatured Coupons and Receipts and Unexchanged Talons*), 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 (as defined below).

"**Bank**" means a bank in the Principal Financial Centre of the country for such Specified Currency or, in the case of euro, in a city in which banks have access to the TARGET 2 System.

6.3 **Payments in the United States**

Notwithstanding the foregoing, if any Materialised Notes are denominated in U.S. Dollars, payments in respect thereof may be made at the specified office of any Paying Agent in New York City in the same manner as aforesaid if (i) the Issuer shall have appointed Paying Agents with specified offices outside the United States with the reasonable expectation that such Paying Agents would be able to make payment of the amounts on the Notes in the manner provided above when due, (ii) payment in full of such amounts at all such offices is illegal or effectively precluded by exchange controls or other similar restrictions on payment or receipt of such amounts and (iii) such payment is then permitted by United States law, without involving, in the opinion of the Issuer, any adverse tax consequence to the Issuer.

6.4 **Payments Subject to Law etc.**

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 7 (*Taxation*). No commission or expenses shall be charged to the Noteholders or Couponholders in respect of such payments.

6.5 **Appointment of Agents**

The Fiscal Agent, the Paying Agents and the Calculation Agent initially appointed by the Issuer and their respective specified offices are listed below. The Fiscal Agent, the Paying Agents and the Calculation Agent act solely as agents of the Issuer and do not assume any obligation or relationship of agency or trust for or with any holder. The Issuer may at any time vary or terminate the appointment of the Fiscal Agent or any other Paying Agent and appoint additional or other Paying Agents, provided that the Issuer will at all times maintain (i) a Fiscal Agent, (ii) one or more Calculation Agent(s) where the Conditions so require, (iii) a Paying Agent having a specified office in a European city which, so long as the Notes are listed and admitted to trading on Euronext Paris, shall be France, (iv) in the case of Dematerialised Notes, in fully registered form, a Registration Agent and (v) such other agents as may be required by any other stock exchange on which the Notes may be listed.

In addition, the Issuer shall forthwith appoint a Paying Agent in New York City in respect of any Materialised Notes denominated in U.S. dollars in the circumstances described in Condition 6.2 (*Materialised Notes*) above.

Notice of any such change or any change of any specified office will promptly be given to the Noteholders in accordance with Condition 13 (*Notices*).

6.6 **Unmatured Coupons and Receipts and Unexchanged Talons**

(i) Unless Materialised Notes provide that the relevant Coupons are to become void upon the due date for redemption of those Notes, Materialised Notes should be surrendered for payment together with all unmatured Coupons (if any) relating thereto, failing which an amount equal to the face value of each missing unmatured Coupon (or, in the case of payment not being made in full, that proportion of the amount of such missing unmatured Coupon that the sum of principal so paid bears to the total principal due) shall be deducted from the Final Redemption Amount, Amortised Face Amount, Early Redemption Amount or Optional Redemption Amount, as the case may be, due for payment. Any amount so deducted shall be paid in the manner mentioned above against surrender of such missing Coupon within a period of 10 years from the Relevant Date for the payment of such principal (whether or not such Coupon has become void pursuant to Condition 8 (*Prescription*)) provided that, if any Materialised Note should be issued with a maturity date and an Interest Rate or Rates such that, on the presentation for payment of any such Note without any unmatured Coupons attached thereto or surrendered therewith, the amount required to be deducted in respect of such unmatured Coupons would be greater than the relevant Redemption Amount otherwise due for payment, then, upon the due date for redemption of any such Note, such unmatured Coupons (whether or not attached) shall become void (and no payment shall be made in respect thereof) as shall be required so that, upon application of the foregoing provisions in respect of such Coupons as have not so become void, the amount required by this paragraph (i) to be deducted would not be greater than the relevant Redemption Amount otherwise due for payment. Where the application of the foregoing provisions requires some but not all of the unmatured Coupons relating to a Materialised Note to become void the Issuer shall select for such purpose Coupons maturing on later dates in preference to Coupons maturing on earlier dates.

(ii) If Materialised Notes so provide, upon the due date for redemption of any such Materialised Note, unmatured 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 Note which is redeemable in instalments, all Receipts relating to such 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.

(iv) Where any Materialised Note that provides that the relevant unmatured Coupons are to become void upon the due date for redemption of those Notes is presented for redemption without all unmatured Coupons and any unexchanged Talon relating to it, 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 Issuer may require.

(v) 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, 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.

6.7 **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 8 (*Prescription*).

6.8 **Non-Business Days**

If any date for payment in respect of any Note, Receipt or Coupon is not a Business Day, the holder shall not be entitled to payment until the next following business day, nor to any interest or other sum in respect of such postponed payment. In this Condition 6.8, "**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, in such jurisdictions as shall be specified as a "**Financial Centre**" in the relevant Final Terms and (B) (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 T2 Business Day.

7. **Taxation**

7.1 **Tax Exemption**

All payments of principal and interest (if any) by the Issuer will be made without withholding or deduction for, or on account of, any present or future taxes, duties, assessments or governmental charges of whatever nature imposed or levied by or on behalf of France or any political subdivision thereof or any authority therein or thereof having power to tax, unless the withholding or deduction of such taxes, duties, assessments or governmental charges is required by law.

7.2 **Additional Amounts**

If French law should require that payments in respect of any Note be subject to deduction or withholding in respect of any present or future taxes, duties, assessments or other governmental charges of whatever nature imposed or levied by or on behalf of the Republic of France or any authority therein or thereof having power to tax, the Issuer shall, to the fullest extent then permitted by law, pay such additional amounts as may be necessary in order that the amounts receivable by the holders of Notes, Receipts or Coupons, after such deduction or withholding, will equal the respective amounts which would have been received by such holders in the absence of such withholding or deduction; provided, however, that the Issuer shall not be liable to pay any such additional amounts which shall be due in respect of any Note, Receipt or Coupon presented for payment:

(i) by or on behalf of a holder who is subject to such taxes, duties, assessments or governmental charges in respect of such Note, Receipt or Coupon by reason of his having some connection with the Republic of France other than the mere holding of such Note, Receipt or Coupon; or

(ii) in the case of Definitive Materialised Notes, more than 30 calendar days after the Relevant Date, except to the extent that the holder thereof would have been entitled to such additional amounts on presenting the same for payment on the last day of such period of 30 days.

References in these Conditions to (i) "**principal**" shall be deemed to include any premium payable in respect of the Notes, all Instalment Amounts, Redemption Amounts, Amortised Face Amounts and all other amounts in the nature of principal payable pursuant to Condition 5 (*Redemption, Purchase and Options*) or any amendment or supplement to it, (ii) "**interest**" shall be deemed to include all Interest Amounts and all other amounts payable pursuant to Condition 4 (*Interest and Other Calculations*) or any amendment or supplement to it and (iii) "**principal**" and/or "**interest**" shall be deemed to include any additional amounts which may be payable under this Condition 7.2.

8. Prescription

Claims against the Issuer for payment in respect of the Notes, Receipts and Coupons (which for this purpose shall not include Talons) shall be prescribed and become void unless made within 10 years (in the case of principal) or five years (in the case of interest) from the date for payment thereof.

9. Events of Default

Any Noteholder, may, upon written notice to the Issuer, the Representative (as defined in Condition 10.1 (*Legal Personality of the Masse*)) and the Fiscal Agent given before all defaults shall have been cured, cause the principal amount of all of the Notes (but not some only) held by such Noteholder to become immediately due and payable at the Final Redemption Amount of such Note, together with any accrued interest (including, where applicable, any accrued interest), as of the date on which such notice for payment is received by the Issuer and the Fiscal Agent without further formality, if one or more of the following events (each an "**Event of Default**") shall have occurred and is continuing:

9.1 any amount of principal of, premium, if any, or interest on, any Note is not paid on the due date thereof and such default is not remedied within a period of 15 calendar days from such due date; or

9.2 any other obligation relating to the Notes is not complied with or performed within a period of 30 calendar days following a written notification of such default given to the Fiscal Agent by a Noteholder; or

9.3 any indebtedness of the Issuer in respect of monies borrowed by the Issuer other than the Notes in excess of Euro 7,500,000 or its equivalent in any other currency or currencies, is not paid when it becomes due or, as the case may be, at the expiry of any initial or extended grace period, or if any guarantee of such indebtedness of any person given by the Issuer is not honoured when called upon, unless the Issuer has disputed in good faith that such indebtedness is due or that such guarantee is callable, and such dispute has been submitted to a competent court, in which event such default shall not constitute an Event of Default hereunder so long as the dispute shall not have been finally adjudicated; or if any such indebtedness of, or guaranteed by, the Issuer shall have become repayable before the due date thereof as a result of acceleration of maturity caused by the occurrence of any event of default thereunder; or

9.4 the Issuer is dissolved or all or substantially all of its assets are transferred to another entity prior to the repayment in full of the Notes, unless (A) all or substantially all of its assets shall be transferred to and all or substantially all of its debts and liabilities assumed by (i) the French State, another *établissement public*, *exploitant public* or *collectivité territoriale* or (ii) a French legal entity which continues to carry on the activities of the Issuer, which is controlled by the French State or by one or more *établissements publics*, *exploitants publics* or *collectivités territoriales* and the share capital of which is held, directly or indirectly, as to at least 51 per cent., by the French State and/or one or more *établissements publics*, *exploitants publics* or *collectivités territoriales* or (iii) a company which, expressly by contract or by virtue of applicable law, assumes the obligations and liabilities of the Issuer or (B) the obligations and liabilities under the Notes are unconditionally guaranteed by the French State or by an *établissement public*, an *exploitant public* or a *collectivité territoriale*.

10. Meetings of Noteholders

The Noteholders will, in respect of all Tranches of the relevant Series, be grouped automatically for the defence of their common interests in a *masse* (the "**Masse**") which will be governed by the provisions of articles L.228-46 *et seq*. of the French *Code de Commerce* as amended by this Condition 10.

The Masse alone, to the exclusion of all individual Noteholders, shall exercise the common rights, actions and benefits which may accrue with respect to the Notes, without prejudice to the rights that Noteholders may exercise individually in accordance with, and subject to, the provisions of the Conditions of the Notes.

10.1 **Legal Personality of the Masse**

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

10.2 **Representative**

The names and addresses of the Representative and its alternate (if any), will be set out in the relevant Final Terms. The Representative appointed in respect of the first Tranche of the Series of Notes will be the Representative of the single Masse of all subsequent 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. No additional remuneration is payable in relation to any subsequent Tranche of any given Series.

In the event of death, liquidation, retirement, resignation or revocation of appointment of the Representative, such Representative will be replaced by its alternate, if any. Another Representative may be appointed. Collective Decisions in relation to the appointment or replacement of the Representative shall be published in accordance with Condition 10.10 (*Notices for the Purposes of this Condition 10*).

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

10.3 **Powers of Representative**

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

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

The Representative may not be involved in the management of the affairs of the Issuer.

10.4 **Collective Decisions**

Collective Decisions are adopted either (i) in a general meeting (the "**General Meeting**"), or (ii) by unanimous consent of the Noteholders following a written consultation (the "**Written Unanimous Decisions**", as further described in Condition 10.6(i) below, or (iii) by the consent of one or more Noteholders holding together at least 75 per cent. of the nominal amount of the Notes outstanding, following a written consultation (the "**Written Majority Decisions**", as further described in Condition 10.6(ii) below and together with the Written Unanimous Decisions, the "**Written Decisions**").

In accordance with Article R.228-71 of the French Code de commerce, the rights of each Noteholder to participate in Collective Decisions will be evidenced by the entries in the books of the relevant Account Holder or the Issuer or the Registration Agent (as the case may be) of the name of such Noteholder as of 0:00 Paris time, on the second (2nd) business day in Paris preceding the date set for the Collective Decision.

Collective Decisions must be published in accordance with Condition 10.10 (*Notices for the Purposes of this Condition 10*).

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

10.5 **General Meetings**

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

General Meetings may deliberate validly on first convocation only if the Noteholders present or represented hold at least one-fifth (1/5) of the nominal amount of the Notes then outstanding. On second convocation, no quorum shall be required. The decisions of the General Meeting shall be taken by a two-third (2/3) majority of votes cast by the Noteholders attending such General Meeting or represented thereat. The votes cast shall not include votes attaching to Notes in respect of which the holders of the Notes have not taken part in the vote or have abstained or have returned a blank or spoilt ballot paper.

Notice of the date, time, place and agenda of any General Meeting will be published in accordance with Condition 10.10 (*Notices for the Purposes of this Condition 10*) not less than fifteen (15) calendar days prior to the date of the General Meeting on first convocation and not less than five (5) calendar days prior to the date of the General Meeting on second convocation.

Each Noteholder has the right to participate in a General Meeting in person, by proxy or by correspondence.

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

The General Meeting is chaired by the Representative. In the event of the absence of a representative at the start of a General Meeting and if no Noteholder is present or represented at the General Meeting, the Issuer may, notwithstanding the provisions of article L.228-64 of the French *Code de commerce*, designate a provisional chairman until a new Representative has been appointed.

10.6 **Written Decisions**

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

(i) Written Unanimous Decision

Written Unanimous Decisions shall be signed by or on behalf of all the Noteholders without having to comply with formalities and time limits referred to in Condition 10.5 (*General Meetings*). Approval of a Written Unanimous Decision may also be given by way of electronic communication allowing the identification of Noteholders in accordance with Article L.228-46-1 of the French Code de commerce ("**Electronic Consent**"). Any such decision shall, for all purposes, have the same effect as a resolution passed at a General Meeting of such Noteholders. Such Written Unanimous Decision may be contained in one document, or in several documents in like form each signed by or on behalf of one or more of such Noteholders, and shall be published in accordance with Condition 10.10 (*Notices for the Purposes of this Condition 10*).

(ii) Written Majority Decision

Notices seeking the approval of a Written Majority Decision, which shall include the text of the proposed resolutions together with any report thereon, will be published as provided under Condition 10.10 (*Notices for the Purposes of this Condition 10*) no less than fifteen (15) calendar days prior to the date fixed for the passing of such Written Majority Decision (the "**Written Majority Decision Date**"). Notices seeking the approval of a Written Majority Decision will contain the conditions of form and time limits to be complied with by the Noteholders who wish to express their approval or rejection of such proposed Written Majority Decision. Noteholders expressing their approval or rejection before the Written Majority Decision Date will undertake not to dispose of their Notes until after the Written Majority Decision Date.

Written Majority Decisions shall be signed by one or more Noteholders holding together at least 75 per cent. of the nominal amount of the Notes outstanding. Approval of a Written Majority Decision may also be given by Electronic Consent. Any Written Majority Decision shall, for all purposes, have the same effect as a resolution passed at a General Meeting of the Noteholders. Such Written Majority Decisions may be contained in one document, or in several documents in like form each signed by or on one behalf of one or more of the Noteholders, and shall be published in accordance with Condition 10.10 (*Notices for the Purposes of this Condition 10*).

10.7 **Expenses**

The Issuer shall pay all expenses relating to the operations of the Masse, including all expenses relating to the calling and holding of Collective Decisions and, more generally, all administrative expenses resolved upon by Collective Decisions, it being expressly stipulated that no expenses may be imputed against interest payable under the Notes.

10.8 **Single Masse**

The holders of Notes of the same Series, and the holders of Notes of any other Series which have been assimilated with the Notes of such first-mentioned Series in accordance with Condition 12 (*Further Issues*), shall, for the defence of their respective common interests, be grouped in a single Masse.

10.9 **Sole Noteholder**

If and for so long as the Notes of any Series are held by a sole Noteholder and unless a Representative has been appointed in relation to such Series, such Noteholder shall exercise all powers, rights and obligations entrusted to the Masse by the provisions of the French Code de commerce. The Issuer shall hold a register of the decisions taken by the sole Noteholder in this capacity and shall make it available, upon request, to any subsequent holder of any of the Notes of such Series.

10.10 **Notices for the purposes of this Condition 10**

Any notice to be given to Noteholders in accordance with this Condition 10 shall be published on the website of RATP (www.ratp.fr) and,

(i) in the case of the holders of Notes in registered form (*au nominatif*), mailed to them at their respective addresses, in which case they shall be deemed to have been given on the fourth (4th) weekday (being a day other than a Saturday or a Sunday) after the mailing; or

(ii) in the case of the holders of Notes in bearer form (*au porteur*), given by delivery of the relevant notice to Euroclear France, Euroclear, Clearstream and any other clearing system through which the Notes are for the time being cleared.

Any decision to proceed with a transaction, notwithstanding the failure to obtain Noteholders' approval, as contemplated by Article L.228-72 of the French Code de commerce, will be notified to Noteholders in accordance with this Condition 10.10. Any Noteholder will then have the right to request redemption of its Notes at par within three (3) months of the date of notification, in which case the Issuer shall redeem such Noteholder within thirty (30) days of the Noteholder's request for redemption.

In this Condition 10, the expression "outstanding" does not include the Notes subscribed or purchased by the Issuer in accordance with Article L.213-0-1 of the French *Code monétaire et financier* which are held by the Issuer and not cancelled.

11. **Replacement of Notes, Receipts, Coupons and Talons**

If a Note, Receipt, Coupon or Talon is lost, stolen, mutilated, defaced or destroyed, it may be replaced, subject to applicable laws, regulations and stock exchange regulations, at the specified office of the Paying Agent in France or such other Paying Agent, as the case may be, as may from time to time be designated by the Issuer for the purpose and notice of whose designation is given to Noteholders, in each case on payment by the claimant of the fees and costs incurred in connection therewith and on such terms as to evidence, security, indemnity and otherwise as the Issuer may require. Mutilated or defaced Notes, Receipts, Coupons or Talons must be surrendered before replacements will be issued.

12. **Further Issues**

The Issuer may from time to time without the consent of the Noteholders or Couponholders create and issue further notes having the same terms and conditions as the Notes and so that the same shall be consolidated and form a single series with such Notes, and references in these Conditions to "Notes" shall be construed accordingly.

13. **Notices**

13.1 Notices to the holders of Dematerialised Notes in registered form (*au nominatif*) shall be valid if either, (i) they are mailed to them at their respective addresses, in which case they will be deemed to have been given on the fourth weekday (being a day other than a Saturday or a Sunday) after the mailing, or (ii) at the option of the Issuer, they are published in a leading daily newspaper of general circulation in Europe (which is expected to be the *Financial Times*), provided that, so long as such Notes are admitted to trading on any Regulated Market and the rules of such Regulated Market so require, notice shall be valid if published in a daily newspaper with general circulation in the city/ies where the Regulated Market on which such Notes is/are admitted to trading is located which, in the case of Euronext Paris, is expected to be *Les Echos*, and as otherwise required by the applicable rules of that Regulated Market, as the case may be.

13.2 Notices to the holders of Materialised Notes and Dematerialised Notes in bearer form (*au porteur*) shall be valid if published in a daily leading newspaper of general circulation in Europe (which is expected to be the *Financial Times*) and so long as such Notes are admitted to trading on any Regulated Market and the rules applicable to such Regulated Market so require, in a leading daily newspaper with general circulation in the city/ies where the Regulated Market on which such Notes is/are admitted to trading is located which, in the case of Euronext Paris is expected to be *Les Echos*, and as otherwise required by the applicable rules of that Regulated Market, as the case may be.

13.3 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, provided that so long as such Notes are admitted to trading on any Regulated Market, notice shall be published as otherwise required by the applicable rules of that Regulated Market, as the case may be. Any such notice shall be deemed to have been given on the date of such publication or, if published more than once or on different dates, on the date of the first publication as provided above. Holders of Coupons 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.

13.4 Notices required to be given to the holders of Dematerialised Notes (whether in registered or in bearer form) (*au nominatif ou au porteur*) 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 13.1, 13.2 and 13.3 above; except that so long as such Notes are listed on any Regulated Market and the rules applicable to such Regulated Market so require, notices shall also be published in a daily newspaper with general circulation in the city/ies where the Regulated Market on which such Notes are admitted to trading is/are located which, in the case of Euronext Paris is expected to be *Les Echos*, and as otherwise required by the applicable rules of that Regulated Market, as the case may be.

13.5 Any notice published pursuant to this Condition 13 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.

13.6 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 13.

14. **Governing Law and Jurisdiction**

14.1 **Governing Law**

The Notes (and where applicable, the Coupons and the Talons) are governed by French law.

14.2 **Jurisdiction**

Any claim against the Issuer in connection with any Notes, Coupons or Talons will be submitted to the exclusive jurisdiction of the competent courts in Paris.

TEMPORARY GLOBAL CERTIFICATES ISSUED IN RESPECT OF MATERIALISED NOTES

Temporary Global Certificates

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 Clearstream, Luxembourg (the "**Common Depositary**"), Euroclear or Clearstream, Luxembourg will credit the accounts of 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 credit with a nominal amount of Notes the accounts of subscribers with (if indicated in the relevant Final Terms) other clearing systems through direct or indirect accounts with Euroclear and Clearstream, Luxembourg held by such other clearing systems. Conversely, a nominal amount of Notes that is initially deposited with any other clearing system may similarly be credited to the accounts of subscribers with Euroclear, Clearstream, Luxembourg or other clearing systems.

Exchange

Each Temporary Global Certificate issued in respect of Notes will be exchangeable, free of charge to the holder, on or after its Exchange Date (as defined below):

(i) if the relevant Final Terms indicates that such Temporary Global Certificate is issued in compliance with the C Rules or in a transaction to which TEFRA is not applicable (as to which, see "Subscription and Sale" below), in whole, but not in part, for the Definitive Materialised Notes; and

(ii) otherwise, in whole but not in part upon certification 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.

A Noteholder must exchange its share of the Temporary Global Certificate for Materialised Notes before interest or any amount payable in respect of the Notes will be paid.

Delivery of Definitive Materialised Notes

On or after its Exchange Date, the holder of a Temporary Global Certificate may surrender such Temporary Global Certificate to or to the order of the Fiscal Agent. In exchange for any Temporary Global Certificate, the Issuer will deliver, or procure the delivery of, an equal aggregate nominal amount of duly executed and authenticated Definitive Materialised Notes. In this Base Prospectus, Definitive Materialised Notes means, in relation to any Temporary Global Certificate, the Definitive Materialised Notes for which such Temporary Global Certificate may be exchanged (if appropriate, having attached to them all Coupons 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 Regulated Market requirements. Forms of such Definitive Bearer Materialised Notes shall be available at the specified offices of any of the Paying Agent(s).

Exchange Date

"**Exchange Date**" means, in relation to a Temporary Global Certificate, the day falling after the expiry of 40 calendar days after its issue date, provided that, in the event any further Materialised Notes are issued prior to such day pursuant to Condition 1.1(ii), the Exchange Date for such Temporary Global Certificate shall be postponed to the day falling after the expiry of 40 calendar days after the issue of such further Materialised Notes.

USE OF PROCEEDS

The net proceeds of the issue of Notes will be used for the financing of the Issuer's investment programme or the buy-back of outstanding bonds of the Issuer. If there is another particular identified use of proceeds, such as that described below, this will be stated in the relevant Final Terms.

The net proceeds of the issue of Notes might concern one or more of the Eligible Green Projects (as defined below) for which objectives and categories are defined in the Issuer's green bond framework available on the Issuer's website (https://www.ratp.fr/sites/default/files/inline-files/RATP%20Green%20Bond%20Framework%20version%20finale%2025042018_0.pdf (the "**Green Bond Framework**").

For the purposes of this programme, "**Eligible Green Projects**" include the following categories (i) public transport infrastructures maintenance and renovation, (ii) public transport rolling stock renovation and renewal, (iii) public transport station and spaces modernization and (iv) other public transport low-carbon vehicles.

As further detailed in Issuer's Green Bond Framework, the following principles were used for the Eligible Green Projects selection: (i) projects should be financed in equity, (ii) projects should not likely be the subject of major controversy and (iii) projects should meet environmental and sustainability objectives. The Issuer has set up a dedicated Green Bond Committee which will (i) review and approve annually the projects complying with the environmental objectives and falling under one or more of the Eligible Green Projects categories outlined above and (ii) review the allocation of the proceeds annually to ensure maximum allocation of green bond proceeds and facilitate ongoing green bond reporting. Pending the allocation to Eligible Green Projects, unallocated proceeds will temporarily be invested in accordance with RATP's established investment guidelines, including in cash, deposits and money market instruments.

The Issuer commits to (i) publishing a green bonds update that will provide information on the allocation of the proceeds to Eligible Green Projects and (ii) publishing an impact report that will provide information on the environmental and other sustainable development impact of Eligible Green Projects the green bond proceeds has been allocated to. In addition, the Issuer has appointed Vigeo Eiris to assess the sustainability, transparency and governance of the Issuer's Green Bond Framework and its alignment with the ICMA's Green Bond Principles. Vigeo Eiris applies its own methodology in line with international standards and ICMA's Green Bond Principles guidelines to carry out this assessment. The results are documented in Vigeo Eiris' Second Party Opinion available on the Issuer's website (https://www.ratp.fr/sites/default/files/inline-files/secondopinionuk.pdf. Auditors appointed by the Issuer will verify on an annual basis and until the full allocation of an amount equal to the net proceeds, the allocated proceeds to Eligible Green Projects and the remaining balance of unallocated proceeds. Such auditors will also verify the compliance of the allocated proceeds with the Eligible Green Project categories.

For the avoidance of doubt, none of the information in relation to the Issuer's Green Bond Framework on the Issuer's website is incorporated or the Vigeo Eiris' Second Party Opinion available on the Issuer's website is incorporated into this Base Prospectus.

None of the Dealers have reviewed the Issuer's Green Bond Framework nor assessed any of the Eligible Green Projects and makes no representation that any issue of Notes for Eligible Green Projects will fulfil any investor's green investment requirements.

REGIE AUTONOME DES TRANSPORTS PARISIENS
DESCRIPTION OF THE ISSUER

GENERAL

For a general description of the Issuer and the Group, their activities and their financial condition, please refer to the sections and pages of the 2025 Annual Report identified in the cross-reference table of the "Information Incorporated by Reference" section of this Base Prospectus.

CONFLICT OF INTEREST

To the knowledge of RATP, there are no potential conflicts between any duties of the issuing entity of the members of the *Conseil d'Administration* of RATP and their private interests and/or other duties.

MANAGEMENT

The Board of Directors (*Conseil d'Administration*) of RATP includes representatives of the French State, the Region, local authorities, staff and passengers, in addition to persons appointed as a result of their particular competence (Article 1 of Decree No. 84-276 of 13 April 1984). The Chairman and Chief Executive (*Président Directeur Général*) are appointed by a Decree of the Council of Ministers pursuant to a proposal by the Board of Directors. A government commissioner is a member of the Board to ensure that the general strategy and orientation of RATP conform to the *Cahier des Charges* and to state the Government's position on issues discussed. The French State's financial and economic control over RATP is carried out by the *Mission de Contrôle Economique et Financier des Transports* (a department of the Ministry of Planning, Equipment and Transport) created by the Decree of 26 May 1955.

The composition of the *Conseil d'Administration* of RATP is as follows:

French State Representative

Name	***Position***	***Other significant mandates***
Xavier PIECHACZYK	Chairman and Chief Executive Officer of the RATP Group	Member of the Executive Committee
Floriane TORCHIN	Director of Rail, River and Port Transport at DGITM, Ministry of Transport	Member of the Supervisory Board of the Compagnie nationale du Rhône.
Emmanuelle GAY	Regional and Interdepartmental Director of the Environment, Planning and Transport of Île-de-France (DRIEAT)	Member of the Board of Directors of EPFIF, GPA, SOLIDEO, ORF, APUR, IPR, AESN and EPAPS (as alternate member), member of the Supervisory Board of the SGP.
Arthur FAUST	Director of Transport Participations at the State Shareholding Agency (APE), Ministry of Economy, Finance and Industrial and Digital Sovereignty	Member of the Board of Directors of Aéroports De Paris (ADP) Member of the Supervisory Board of the Grand Port Fluvio-Maritime de l'Axe Seine (HAROPA PORT)

		Member of the Supervisory Board of RTE; Member of the Board of Directors of Arabelle Solutions
Marc GUILLAUME	Préfet of the région Ile de France and Préfet de Paris	The Préfet de la Région Ile-de-France, Préfet de Paris, is a member of the following Board of Directors: Etablissement Public Paris-la Défense (EPPD) (replaced if necessary by the Préfet of Hauts-de-Seine), Etablissement Public d'aménagement Paris Saclay (EPAPS), Etablissement public foncier d'Ile de France (EPFIF), Conseil de surveillance de la SGP (Commissaire du gouvernement), EPA Marne, Airparif, Bruitparif, EPA Orly Rungis Seine Amont, SOLIDEO. The Préfet de la Région Ile-de-France is also a member of the Technical and Financial Supervision Committee of the SGP, as Government Commissioner to the SGP. The Préfet de la Région Ile-de-France, Préfet de Paris is also Chairman of the Board of Directors of the Institut Gustave Roussy, Chairman of the Supervisory Board of the Regional Health Agency, President of the Consultative Commission on the Environment of Roissy (or chaired by delegation by the Prefect of Val d'Oise), Vice-President of GIP CARIF, Chairman of the Board of Directors of the Seine-Normandy Water Agency, 1st Vice-President of the Board of Directors of the Institut Paris Région.

		The Préfet de la Région Ile-de-France, Préfet de Paris sits on the Board of EPAURIF. The Préfet de la Région Ile-de-France, Préfet de Paris is also an Interministerial Delegate for the Euro Disneyland project in France.
Mme Sabine DELIGNE	Deputy Director in charge of the 2nd Sub-Directorate (Salary Policy and Public Management) at the Budget Directorate, Ministry of Public Accounts	None

Representatives chosen for their personal skills in the field of transport or representatives of socio-economic interest group

Name	***Position***	***Other significant mandates***
Karine VERNIER	CEO France of InnoEnergy.	Chairwoman of Gravithy Chairwoman of Holosolis
Alice-Anne MEDARD	President of the Mobility and Transport Section at the General Inspectorate for the Environment and Sustainable Development	Member of the Supervisory Board of the Grand Port Maritime de Marseille Member of the Audit Committee of GPMM and Vice-President of the Contracts Committee
Jean BASSERES	Inspector General of Finance	None

Representatives of public transport customers

Name	***Position***	***Other significant mandates***
Michel BABUT	Vice-President of the National Federation of Transport Users' Associations, Île-de-France	None

Elected representatives of the municipalities or groups of municipalities concerned by the activity of the Issuer

Name	***Position***	***Other significant mandates***
Thomas CHEVANDIER	Paris councillor Deputy Mayor of Paris in charge of all matters relating to public construction, site monitoring and coordination of work in public spaces.	Member of ELOGIE SIEMP, National Association for Housing Information, Fonds pour Paris, APUR, OURQ AVAL, SEMAEST, EPAURIF

Elected representatives of employees

Name	***Position***	***Other significant mandates***
Mourad CHIKH	UNSA union member	Director of RATP Habitat
Sébastien Melin	CGT union member	Director of Fondation RATP
Abdelmalek El Hachemi	FO union member	None
Jean-Marc Judith	FO union member	Director of the RATP Foundation and RATP Habitat
Fabien Renaud	CFE-CGC union member	Director of RATP Travel Retail

The contact address of the members of the Management is the same as that of the Issuer.

PRO FORMA FINAL TERMS FOR USE IN CONNECTION WITH ISSUES OF SECURITIES TO BE ADMITTED TO TRADING ON AN EU REGULATED MARKET

[**PROHIBITION OF SALES TO EEA RETAIL INVESTORS** - The Notes are not intended to be offered, sold or otherwise made available to and should not be offered, sold or otherwise made available to any retail investor in the European Economic Area ("**EEA**"). For these purposes, a retail investor means a person who is one (or more) of: (i) a retail client as defined in point (11) of Article 4(1) of Directive 2014/65/EU (as amended, "**EU MiFID II**"); (ii) a customer within the meaning of Directive (EU) 2016/97 on insurance distribution, as amended, where that customer would not qualify as a professional client as defined in point (10) of Article 4(1) of EU MiFID II or (iii) not a qualified investor as defined in the EU Prospectus Regulation. Consequently no key information document required by Regulation (EU) No 1286/2014 (the "**EU PRIIPs Regulation**") for offering or selling the Notes or otherwise making them available to retail investors in the EEA has been prepared and therefore offering or selling the Notes or otherwise making them available to any retail investor in the EEA may be unlawful under the EU PRIIPs Regulation.]

[PROHIBITION OF SALES TO UK RETAIL INVESTORS – The Notes are not intended to be offered, sold, distributed or otherwise made available to and should not be offered, sold, distributed or otherwise made available to any retail investor in the United Kingdom **("UK").** For these purposes, a retail investor means a person who is either one (or both) of the following: (i) not a professional client, as defined in point (8) of Article 2(1) of Regulation (EU) No 600/2014 as it forms part of the domestic law by virtue of the European Union (Withdrawal) Act 2018 (the "**EUWA**"); or (ii) not a qualified investor as defined in paragraph 15 of Schedule 1 to the Public Offers and Admissions to Trading Regulations 2024. Consequently, no disclosure document required by the FCA Product Disclosure Sourcebook ("**DISC**") for offering, selling or distributing the Notes or otherwise making them available to retail investors in the UK has been prepared and therefore offering, selling or distributing the Notes or otherwise making them available to any retail investor in the UK may be unlawful under the DISC and the Consumer Composite Investments (Designated Activities) Regulations 2024.]

EU MiFID II PRODUCT GOVERNANCE / PROFESSIONAL INVESTORS AND ECPS ONLY TARGET MARKET – Solely for the purposes or [the/each] manufacturer's approval process, the target market assessment in respect of the Notes has led to the conclusion that: (i) the target market for the Notes is eligible counterparties and professional clients only, each as defined in EU MiFID II; and (ii) all channels for distribution of the Notes to eligible counterparties and professional clients are appropriate. Any person subsequently offering, selling or recommending the Notes (a "**distributor**") should take into consideration the manufacturer['s/s'] target market assessment; however, a distributor subject to EU MiFID II is responsible for undertaking its own target market assessment in respect of the Notes (by either adopting or refining the manufacturer['s/s'] target market assessment) and determining appropriate distribution channels.[1]

[UK MiFIR PRODUCT GOVERNANCE / PROFESSIONAL INVESTORS AND ECPs ONLY TARGET MARKET – Solely for the purposes of [the/each] manufacturer's product approval process, the target market assessment in respect of the Notes, has led to the conclusion that: (i) the target market for the Notes is only eligible counterparties, as defined in the FCA Handbook Conduct of Business Sourcebook ("**COBS**"), and professional clients, as defined in Regulation (EU) No 600/2014 as it forms part of the domestic law by virtue of the European Union (Withdrawal) Act 2018 ("**UK MiFIR**"); and (ii) all channels for distribution of the Notes to eligible counterparties and professional clients are appropriate. Any person subsequently offering, selling or recommending the Notes (a "**distributor**") should take into consideration the manufacturer ['s/s'] target market assessment; however, a distributor subject to the FCA Handbook Product Intervention and Product Governance Sourcebook (the "**UK MiFIR Product Governance Rules**") is responsible for undertaking its own target market assessment in respect of the Notes (by either adopting or refining the manufacturer ['s/s'] target market assessment) and determining appropriate distribution channels.][2]

[***Singapore Securities and Futures Act Product Classification*** - [Solely for the purposes of its obligations pursuant to Sections 309B(1)(a) and 309B(1)(c) of the Securities and Futures Act 2001, the "**SFA**"), the

[1] Legend to be included following completion of the target market assessment in respect of the Notes by EU manufacturers, taking into account the five categories referred to in item 18 of the Guidelines published by ESMA on 5 February 2018.

[2] Legend to be included following completion of the target market assessment in respect of the Notes by UK manufacturers, taking into account the five categories referred to in item 18 of the Guidelines published by ESMA on 5 February 2018 (in accordance with the FCA's policy statement entitled "Brexit our approach to EU non-legislative materials").

Issuer has determined, and hereby notifies all relevant persons (as defined in Section 309A of the SFA) that the Notes are ["prescribed capital markets products"]/["capital markets products other than prescribed capital markets products"] (as defined in the Securities and Futures (Capital Markets Products) Regulations 2018.][3]

Final Terms dated [•]

REGIE AUTONOME DES TRANSPORTS PARISIENS

Issue of [Aggregate Nominal Amount of Tranche] [Title of Notes]
under the Euro 7,000,000,000
Euro Medium Term Note Programme

Legal Entity Identifier (LEI): 969500K59E47ULNCAQ69

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 21 July 2026 [and the supplement to the base prospectus dated [●]] which [together] constitute[s] a base prospectus (the "**Base Prospectus**") for the purposes of Regulation (EU) 2017/1129 (as may be amended from time to time) (the "**EU Prospectus Regulation**"). This document constitutes the Final Terms of the Notes described herein for the purposes of Article 8 of the EU Prospectus Regulation and must be read in conjunction with such Base Prospectus. Full information on the Issuer and the offer of the Notes is only available on the basis of the combination of these Final Terms and the Base Prospectus. The Base Prospectus[, the supplement[s] thereto] [and these Final Terms] [is] [are] available for viewing on the websites of the *Autorité des marchés financiers* (www.amf-france.org) and the Issuer (https://www.ratp.fr/groupe-ratp/newsroom/corporate/publications-legales and https://www.ratp.fr/groupe-ratp/presentation-du-groupe/documents-de-reference).

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

Terms used herein shall be deemed to be defined as such for the purposes of the Conditions (the "**Conditions**") set forth in the base prospectus dated [●] [and the supplement to the base prospectus dated [●]]. This document constitutes the Final Terms of the Notes described herein for the purposes of Article 8 of Regulation (EU) 2017/1129, as amended (the "**EU Prospectus Regulation**") and must be read in conjunction with the base prospectus dated 21 July 2026 [and the supplement to the base prospectus dated [●]], which [together] constitute[s] a base prospectus (the "**Base Prospectus**") for the purposes of the EU Prospectus Regulation, save in respect of the Conditions which are extracted from the base prospectus dated [●] [and the supplement to the base prospectus dated [●]] and are attached hereto. 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 base prospectus dated [●] [and the supplement to the base prospectus dated [●] and [●]]. [The Base Prospectus, the base prospectus dated [●] [and the supplement to the base prospectus] and these Final Terms are available for viewing on the websites of the *Autorité des marchés financiers* (www.amf-france.org) and the Issuer (https://www.ratp.fr/groupe-ratp/newsroom/corporate/publications-legales and https://www.ratp.fr/groupe-ratp/presentation-du-groupe/documents-de-reference).

[*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] Relevant Dealer(s) to consider whether it / they have received the necessary product classification from the Issuer prior to the launch of the offer, pursuant to Section 309B of the SFA.

[*When completing final terms or adding any other final terms or information consideration should be given as to whether such terms or information constitute "significant new factors" and consequently trigger the need for a supplement to the Base Prospectus under Article 23 of the EU Prospectus Regulation*.]

1.	[(i)]	Issuer:	Régie Autonome des Transports Parisiens
2.	[(i)]	Series Number:	[ ]
	[(ii)]	Tranche Number:	[ ]
	[(iii)]	Date on which the Notes become fungible:	[Not Applicable/The Notes shall be consolidated, form a single series and be interchangeable for trading purposes with the [*insert description of the earlier tranche*] on [*insert date*/as from the date of assimilation which is expected to be on or about 40 calendar days after the Issue Date (the "**Consolidation Date**") of this Tranche/as from the Issue Date of this Tranche]
3.	Specified Currency or Currencies:		[ ] *(In case of Dual Currency Notes, specify the currency in which the Notes are denominated and the currency in which principal and/or interest are payable)*
4.	Aggregate Nominal Amount of Notes:		[ ]
	[(i)] Series:		[ ]
	[(ii) Tranche:		[ ]]
5.	Issue Price:		[ ] per cent. of the Aggregate Nominal Amount [plus accrued interest from [*insert date*] (*in the case of fungible notes only, if applicable*)]
6.	Specified Denominations: [4]		[ ]
7.	[(i)] Issue Date:		[ ]
	[(ii)] Interest Commencement Date:		[*specify*/Issue Date/Not Applicable]
8.	Maturity Date:		[*specify date or (for Floating Rate Notes) Interest Payment Date falling in or nearest to the relevant month and year*]
9.	Interest Basis:		[[●] per cent. Fixed Rate] [[specify reference rate] +/- [●] per cent. Floating Rate] [Fixed to Floating Rate] [Zero Coupon] (further particulars specified below)
10.	Redemption/Payment Basis:		[Redemption at par] [Dual Currency] [Partly Paid] [Instalment] [Other (*specify*)]

[4] If an issue of Notes is (i) not admitted to trading on a EEA regulated market and (ii) only offered within the EEA in circumstances where a prospectus is not required to be published under the EU Prospectus Regulation the €100,000 (or, if the Notes are denominated in a currency other than euro, the equivalent amount in such currency) minimum denomination is not required.

11.	Change of Interest or Redemption/Payment Basis:	[*Specify details of any provision for convertibility of Notes into another interest or redemption/ payment basis*]
12.	Put/Call Options:	[Not Applicable] [Put] [Call] [(further particulars specified below)]
13.	[(i)] Status of the Notes:	Senior
	[(ii)] [Date [Board] approval for issuance of Notes obtained:	[ ] [and [ ], respectively]] [(*N.B Only relevant where Board (or similar) authorisation is required for the particular tranche of Notes)*]
14.	Method of distribution	[Syndicated/Non syndicated]

PROVISIONS RELATING TO INTEREST (IF ANY) PAYABLE

15.	Fixed Rate Note Provisions	[Applicable/Not Applicable] (*If not applicable, delete the remaining sub-paragraphs of this paragraph*)
	(i) Rate[(s)] of Interest:	[ ] per cent. per annum [payable [annually/semi-annually/quarterly/monthly/other (*specify*)] in arrear]
	(ii) Interest Payment Date(s):	[ ] in each year
	(iii) First Interest Payment Date:	[ ]
	(iv) Fixed Coupon Amount[(s)]:	[ ] per [ ] Specified Denomination
	(v) Broken Amount(s):	[ ] per Specified Denomination, payable on the Interest Payment Date falling [in/on] [ ]
	(vi) Day Count Fraction:	[30/360 / 360/360 / Bond Basis / Actual/365 / Actual/Actual-([ICMA]/ISDA) / Actual/360 / 30E/360 / Eurobond Basis]
	(vii) 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])*)
16.	Floating Rate Note Provisions	[Applicable/Not Applicable] (*If not applicable, delete the remaining sub-paragraphs of this paragraph*)
	(i) Interest Period(s):	[ ]
	(ii) Interest Payment Dates:	[ ]
	(iii) Business Day Convention:	[Floating Rate Business Day Convention / Following Business Day Convention / Modified Following Business Day Convention / Preceding Business Day Convention/Not Applicable]
	(iv) Business Centre(s):	[ ]

(v) Manner in which the Rate(s) of Interest is/are to be determined:	[Screen Rate Determination (*give details*)]
(vi) Calculation Agent(s):	[ ]
(vii) Interest Period Date(s):	[Not Applicable/specify dates]
(viii) Screen Rate Determination - IBOR:	[Applicable/Not Applicable]
- Relevant Time:	[ ]
- Interest Determination Date:	[[ ] [T2] Business Days in [*specify city*] for [specify currency] prior to [the first day in each Interest Accrual Period/each Interest Payment Date]]
- Primary Source for Floating Rate:	[*Specify relevant screen page or "Reference Banks"*]
- Reference Banks (if Primary Source is "Reference Banks"):	[*Specify four*]
- Relevant Financial Centre:	[The financial centre most closely connected to the Benchmark - specify if not London]
- Benchmark:	[EURIBOR or other benchmark]
- 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]
(ix) Screen Rate Determination – SONIA:	[Applicable/Not Applicable]
- "p":	[●] / [Not Applicable]
- Relevant Screen Page:	[●]
- Calculation Method:	[Lag Method/Observation Shift Method/Not Applicable]
(x) Screen Rate Determination – €STR:	[Applicable/Not Applicable]
- Observation Method	[Lag/Observation Shift]
[- Lag Period:	[●]]
[- Observation Shift Period:	[●]]
- Relevant Screen Page:	[●]
- D:	[[●] days / As per the Conditions]

	(xi)	Margin(s):	[+/-][ ] per cent. per annum
	(xii)	Minimum Rate of Interest:	[[*specify a positive interest rate*] per cent. per annum/ 0 as per Condition 4.9(ii)
	(xiii)	Maximum Rate of Interest:	[ ] per cent. per annum
	(xiv)	Day Count Fraction:	[30/360 / 360/360 / Bond Basis / Actual/365 / Actual/Actual-([ICMA]/ISDA) / Actual/360 / 30E/360 / Eurobond Basis]
	(xv)	Rate Multiplier	[ ]
17.	Zero Coupon Note Provisions		[Applicable/Not Applicable] (*If not applicable, delete the remaining sub-paragraphs of this paragraph*)
	(i)	Amortisation Yield:	[ ] per cent. per annum
	(ii)	Day Count Fraction:	[30/360 / 360/360 / Bond Basis / Actual/365 / Actual/Actual-([ICMA]/ISDA) / Actual/360 / 30E/360 / Eurobond Basis]
18.	Fixed to Floating Rate Note Provisions		[Applicable/Not Applicable] (*If not applicable, delete the remaining sub-paragraphs of this paragraph*)
	(i)	Issuer Change of Interest Basis:	[Applicable/Not Applicable]
	(ii)	Automatic Change of Interest Basis:	[Applicable/Not Applicable]
	(iii)	Rate of Interest applicable to the Interest Periods preceding the Switch Date (excluded):	Determined in accordance with [Condition 4.3 (*Interest on Fixed Rate Notes*), as though the Note was a Fixed Rate Note]/[Condition 4.4 (*Interest on Floating Rate Notes*), as though the Note was a Floating Rate Note] with further variables set out in items [15/16] of these Final Terms
	(iv)	Rate of Interest applicable to the Interest Periods following the Switch Date (included):	Determined in accordance with [Condition 4.3 (*Interest on Fixed Rate Notes*), as though the Note was a Fixed Rate Note]/[Condition 4.4 (*Interest on Floating Rate Notes*), as though the Note was a Floating Rate Note] with further variables set out in items [15/16] of these Final Terms
	(v)	Switch Date:	[ ]
	(vi)	Minimum notice period required for notice from the Issuer:	[[ ] Business Days prior to the Switch Date] / [(*for Automatic Change of Interest* :) [ ]] [Not Applicable]]
19.	Dual Currency Note Provisions		[Applicable/Not Applicable] (*If not applicable, delete the remaining sub-paragraphs of this paragraph)*
	(i)	Rate of Exchange:	[*give details*]

	(ii)	Calculation Agent, if any, responsible for calculating the principal and/or interest due:	[ ]
	(iii)	Person at whose option Specified Currency(ies) is/are payable:	[ ]
	(iv)	Day Count Fraction:	[30/360 / 360/360 / Bond Basis / Actual/365 / Actual/Actual [ICMA/ISDA]) / Actual/360 / 30E/360 / Eurobond Basis]

PROVISIONS RELATING TO REDEMPTION

20.	Call Option		[Applicable/Not Applicable] (*If not applicable, delete the remaining sub-paragraphs of this paragraph*)
	(i)	Optional Redemption Date(s):	[ ]
	(ii)	Optional Redemption Amount(s) of each Note and method, if any, of calculation of such amount(s):	[ ] per Note of [ ] Specified Denomination
	(iii)	If redeemable in part:	
		(a) Minimum Redemption Amount:	[ ]
		(b) Maximum Redemption Amount:	[ ]
	(iv)	Option Exercise Dates:	[ ]
	(v)	Description of any other Issuer's option:	[ ]
	(vi)	Notice period:	[ ]
21.	Put Option		[Applicable/Not Applicable] (*If not applicable, delete the remaining sub-paragraphs of this paragraph*)
	(i)	Optional Redemption Date(s):	[ ]
	(ii)	Optional Redemption Amount(s) of each Note and method, if any, of calculation of such amount(s):	[ ] per Note of [ ] Specified Denomination
	(iii)	Option Exercise Dates:	[ ]
	(iv)	Description of any other Noteholder's option:	[ ]
	(v)	Notice period:	[ ]
22.	Final Redemption Amount of each Note		[[ ] per Note of [ ] Specified Denomination/other]

23.	Early Redemption Amount		
	(i)	Early Redemption Amount(s) of each Note payable on redemption for taxation reasons or on event of default or other early redemption and/or the method of calculating the same (if required):	[ ]
	(ii)	Redemption for taxation reasons permitted on days other than Interest Payment Dates:	[Yes/No]
	(iii)	Unmatured Coupons to become void upon early redemption (Bearer Notes only):	[Yes/No/Not Applicable]

GENERAL PROVISIONS APPLICABLE TO THE NOTES

24.	Form of Notes:		[Dematerialised Notes/Materialised Notes] (*Materialised Notes are only in bearer form*) (*Delete as appropriate*)
	(i)	Form of Dematerialised Notes:	[Not Applicable/Bearer dematerialised form (*au porteur*)/ Registered dematerialised form (*au nominative*)]
	(ii)	Registration Agent:	[Not Applicable/ [Applicable] *(if Applicable give name and details. Note that a Registration Agent must be appointed in relation to Registered Notes only.)*
	(iii)	Temporary Global Certificate:	Temporary Global Certificate exchangeable for Definitive Materialised Notes on [•] (the "**Exchange Date**"), being 40 calendar days after the Issue Date subject to postponement as provided in the Temporary Global Certificate
25.	Financial Centre(s) or other special provisions relating to payment dates:		[Not Applicable/*give details. Note that this item relates to the date and place of payment, and not interest period end dates, to which items 15(ii) and 16(ii) relate*]
26.	Talons for future Coupons or Receipts to be attached to Definitive Notes (and dates on which such Talons mature):		[Yes/No. *If yes, give details*]
27.	Details relating to Partly Paid Notes: amount of each payment comprising the Issue Price and date on which each payment is to be made and consequences (if any) of failure to pay, including any right of the Issuer to forfeit the Notes and interest due on late payment:		[Not Applicable/*give details*]

28.	Details relating to Instalment Notes:	[Not Applicable/*give details*]
	(i) Instalment Amount(s):	[ ]
	(ii) Instalment Date(s):	[ ]
	(iii) Minimum Instalment Amount:	[ ]
	(iv) Maximum Instalment Amount:	[ ]
29.	Representation of holders of Notes/Masse:	Condition 10 (*Meetings of Noteholders*) applies. [The Representative shall be: [•]] [The Representative will be entitled to a remuneration of [•] per year/The Representative will not be entitled to a remuneration]
DISTRIBUTION		[Not Applicable/*give names*]
30.	(i) If syndicated, names of Dealers:	
	(ii) Stabilisation Manager(s) (if any):	[Not Applicable/*give name*]
31.	If non-syndicated, name of Dealer:	[Not Applicable/*give name*]
32.	Dealer's Commission:	[ ]
33.	U.S. Selling Restrictions:	[Reg. S Category 2; TEFRA C/TEFRA D/TEFRA not applicable]

RESPONSIBILITY

The Issuer accepts responsibility for the information contained in these Final Terms. [●] has been extracted from [●]. 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 [●], no facts have been omitted which would render the reproduced information inaccurate or misleading.]

Signed on behalf of the Issuer:

By: ……………………………………….
Duly authorised

PART B – OTHER INFORMATION

1. **LISTING AND ADMISSION TO TRADING**

(i)	Listing:	[Paris/other (*specify*)/None]
(ii)	Admission to trading:	[Application has been made by the Issuer (or on its behalf) for the Notes to be admitted to trading on [●] with effect from [●].] [Application is expected to be made by the Issuer (or on its behalf) for the Notes to be admitted to trading on [*specify relevant regulated market*] with effect from [●].] [Not Applicable.] (*Where documenting a fungible issue need to indicate that original Notes are already admitted to trading*)
(iii)	Estimate of total expenses related to admission to trading:	[●]
(iv)	Regulated markets or equivalent markets on which to the knowledge of the Issuer, securities of the same class of the securities to be offered or admitted to trading are already admitted to trading:	[●]

2. **RATINGS**

Ratings:	The Notes to be issued [have been rated/are expected to be rated]:
	[S&P: [●]] [Moody's: [●]] [[Other]: [●]] Insert one (or more) of the following options, as applicable: [5] [[*Insert credit rating agency/ies*] [is/are] established in the European Economic Area and [has/have each] applied for registration under Regulation (EC) No 1060/2009, as amended (the "**EU CRA Regulation**"), although notification of the corresponding registration decision has not yet been provided by the relevant competent authority.] [[*Insert credit rating agency/ies*] [is/are] established in the European Economic Area and [is/are] registered under the EU CRA Regulation.] [[*Insert credit rating agency/ies*] [is/are] not established in the European Economic Area and

[5] It is important to liaise with the Issuer and/or the relevant credit rating agencies to determine (i) the specific legal entity which will issue the credit ratings, and (ii) the status of any application which has been made to the relevant competent authority by that entity. It is recommended that these enquiries are made at an early stage to allow sufficient time for the information to be obtained.

[has/have] not applied for registration under the EU CRA Regulation.]

[[The rating [*insert legal name of credit rating agency*] has given to the Notes is endorsed by a credit agency which is established in the UK and registered under Regulation (EU) No 1060/2009 as it forms part of the domestic law of the United Kingdom by virtue of the European Union (Withdrawal) Act 2018 (the "**UK CRA Regulation**").]

[[*Insert legal name of credit rating agency*] has been certified under Regulation (EU) No 1060/2009 as it forms part of the domestic law of the United Kingdom by virtue of the European Union (Withdrawal) Act 2018 (the "**UK CRA Regulation**").]

[[*Insert legal name of credit rating agency*] has not been certified under Regulation (EU) No 1060/2009, as it forms part of the domestic law of the United Kingdom by virtue of the European Union (Withdrawal) Act 2018 (the "**UK CRA Regulation**") and the rating it has given to the Notes is not endorsed by a credit rating agency established in the UK and registered under the UK CRA Regulation and included in the list of credit rating agencies registered in accordance with the list of registered and certified credit rating agencies published on the website of the UK Financial Conduct Authority (https://www.fca.org.uk/firms/credit-rating-agencies).]

(*The above disclosure should reflect the rating allocated to Notes of the type being issued under the Programme generally or, where the issue has been specifically rated, that rating.*)

(*Need to include a brief explanation of the ratings if this has previously been published by the rating provider.*)

[The Notes are not rated.]

3. **[INTERESTS OF NATURAL AND LEGAL PERSONS INVOLVED IN THE [ISSUE/OFFER]**

Need to include a description of any interest, including conflicting ones, that is material to the issue/offer, detailing the persons involved and the nature of the interest. May be satisfied by the inclusion of the 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."]

4. **REASONS FOR THE OFFER AND ESTIMATED NET PROCEEDS**

(i) Reasons for the offer	[●] (*See ["Use of Proceeds"] wording in Base Prospectus – if reasons for offer different from*

making profit and/or hedging certain risks will need to include those reasons here.)]

(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.)*

5. **[Fixed Rate Notes only – YIELD**

Indication of yield: [●] per cent. per annum

The yield is calculated at the Issue Date on the basis of the Issue Price. It is not an indication of future yield.]

6. **[Floating Rate Notes and Dual Currency Notes only – PERFORMANCE OF RATE[S] OF EXCHANGE**

[Details of historic [€STR / EURIBOR / SONIA] rates can be obtained from [Reuters/other].]

[BENCHMARKS

Amounts payable under the Notes will be calculated by reference to [●] which is provided by [●]. As at the date hereof, [●] [appears/does not appear] in the register of administrators and benchmarks established and maintained by the European Securities and Markets Authority pursuant to Article 36 of the EU Benchmark Regulation (Regulation (EU) 2016/1011) (as amended, the "**EU Benchmark Regulation**"). [As far as the Issuer is aware, as at the date hereof, [●] has applied for [endorsement/recognition] under the EU Benchmarks Regulation [, and is currently permitted to provide [●].]]/[Not Applicable[6]]

[*(When completing this paragraph, consideration should be given as to whether such matters described constitute "significant new factors" and consequently trigger the need for a supplement to the Base Prospectus under Article 23 of the EU Prospectus Regulation)*]

7. **OPERATIONAL INFORMATION**

ISIN Code: [●]

Common Code: [●]

Depositaries:

(a) Euroclear France to act as Common Depositary: [Yes/No]

(a) Euroclear Bank and Clearstream Banking Société Anonyme to act as Common Depository: [Yes/No]

[6] To be included if SONIA or €STR is used as both of them are outside the scope of the EU Benchmarks Regulation.

Any clearing system(s) other than Euroclear France, Euroclear Bank SA/NV and Clearstream Banking, S.A. and the relevant identification number(s):	[Not Applicable/[•] (*give name(s) and number(s) and address(es)*)
Delivery:	Delivery [against/free of] payment
Names and addresses of additional Paying Agent(s) (if any):	[●]

8. **GENERAL**

The aggregate nominal amount of Notes has been translated into Euro at the rate of [●], producing a sum of (for Notes note denominated in Euro):	[Not Applicable/Euro [●]]

SUBSCRIPTION AND SALE

Subject to the terms of the amended and restated dealer agreement dated 21 July 2026 between the Issuer and the Permanent Dealers (together, as further supplemented or amended from time to time, (the "**Dealer Agreement**"), the Notes will be offered on a continuous basis by the Issuer to the Permanent Dealers. However, the Issuer has reserved the right to issue Notes directly on its own behalf to Dealers which are not Permanent Dealers. Such 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 Dealer Agreement also provides for Notes to be issued in syndicated Tranches which are jointly and severally underwritten by two or more Dealers. The Notes may also be sold by the Issuer through the Dealers, acting as solicitation agents of the Issuer.

The Issuer will pay each Dealer a commission as will be agreed between the Issuer and such Dealer in respect of Notes subscribed by it or whose subscription has been procured by it. The Issuer has agreed to reimburse BNP PARIBAS for certain of its expenses incurred in connection with the update of the Programme.

The Issuer has agreed to indemnify the Dealers against certain liabilities in connection with the offer and sale of the Notes. The Dealer Agreement may be terminated in relation to all the Dealers or any of them by the Issuer or, in relation to itself and the Issuer only, by any Dealer, at any time on giving not less than 10 business days' notice.

Prohibition of Sales to EEA Retail Investors

Each Dealer has represented and agreed, and each further Dealer appointed under the Programme will be required to represent and agree, that it has not offered, sold or otherwise made available and will not offer, sell or otherwise make available any Notes which are the subject of the offering contemplated by the Base Prospectus as completed by the relevant Final Terms in relation thereto to any retail investor in the European Economic Area.

(i) For the purposes of this provision, the expression "retail investor" means a person who is one (or more) of the following:

    (a) a retail client as defined in point (11) of Article 4(1) of EU MiFID II); or

    (b) a customer within the meaning of the Insurance Distribution Directive, where that customer would not qualify as a professional client as defined in point (10) of Article 4(1) of EU MiFID II; or

    (c) not a qualified investor as defined in the EU Prospectus Regulation; and

(ii) the expression an "offer" includes the communication in any form and by any means of sufficient information on the terms of the offer and the Notes to be offered so as to enable an investor to decide to purchase or subscribe the Notes.

Prohibition of sales to UK Retail Investors

Each Dealer has represented and agreed, and each further Dealer appointed under the Programme will be required to represent and agree, that it has not offered, sold, distributed or otherwise made available and will not offer, sell, distribute or otherwise make available any Notes which are the subject of this Base Prospectus as completed by the relevant Final Terms in relation thereto to any retail investor in the United Kingdom. For the purposes of this provision:

(i) the expression "**retail investor**" means a person who is either one (or both) of the following:

    (a) not a professional client, as defined in point (8) of Article 2(1) of Regulation (EU) No 600/2014 as it forms part of the domestic law by virtue of the European Union (Withdrawal) Act 2018 ("**EUWA**"); or

    (b) not a qualified investor as defined in paragraph 15 of Schedule 1 to the Public Offers and Admissions to Trading Regulations 2024; and

(ii) the expression "**offer**" includes the communication in any form and by any means of sufficient information on the terms of the offer and the Notes to be offered so as to enable an investor to decide to buy or subscribe for the Notes.

Additional United Kingdom Securities Laws

In relation to each Tranche of Notes, each Dealer subscribing for or purchasing such Notes has agreed, and each further Dealer appointed under the Programme will be required to represent agree that:

(i) ***No deposit taking*****:** in relation to any Notes which have a maturity of less than one year:

   (a) it is a person whose ordinary activities involve it in acquiring, holding, managing or disposing of investments (as principal or agent) for the purposes of its business; and

   (b) it has not offered or sold and will not offer or sell any Notes other than to persons:

      (1) whose ordinary activities involve them in acquiring, holding, managing or disposing of investments (as principal or agent) for the purposes of their businesses; or

      (2) who it is reasonable to expect will acquire, hold, manage or dispose of investments (as principal or agent) for the purposes of their businesses,

where the issue of the Notes would otherwise constitute a contravention of section 19 of the Financial Services and Markets Act 2000 (the "**FSMA**") by the Issuer;

(ii) ***Financial promotion*****:** 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 Issuer; and

(iii) ***General compliance*****:** it has complied and will comply with all applicable provisions of the FSMA with respect to anything done by it in relation to any Notes in, from or otherwise involving the United Kingdom.

United States

The Notes have not been and will not be registered under the U.S. Securities Act of 1933 (the "**Securities Act**") and may not be offered or sold within the United States or to, or for the account or benefit of, U.S. persons except 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**").

Notes with a maturity of more than 12 months are subject to U.S. tax law requirements and may not be offered, sold or delivered within the United States or its possessions or to a U.S. person, except in certain transactions permitted by U.S. tax regulations. Terms used in this paragraph have the meanings given to them by the U.S. Internal Revenue Code and regulations thereunder.

Each Dealer has represented and agreed and each further Dealer appointed under the Programme will be required to represent and agree that, except as permitted by the Dealer Agreement, it will not offer, sell or deliver the Notes of any identifiable Tranche, (i) as part of their distribution at any time or (ii) otherwise until 40 calendar days after completion of the distribution of such Tranche as determined, and certified to the Issuer and each relevant Dealer, 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 the preceding sentence have the meaning 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 40 calendar days after the commencement of the offering, an offer or sale of Notes within the United States by any dealer (whether or not participating in the offering) may violate the registration requirements of the Securities Act.

This Base Prospectus has been prepared by the Issuer for use in connection with the offer and sale of the Notes outside the United States. The Issuer and the 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 the prior written consent of the Issuer of any of the its contents to any such U.S. person or other person within the United States, is prohibited.

Japan

Each Dealer has acknowledged and each further Dealer appointed under the Programme will be required to acknowledge that the Notes have not been and will not be registered under the Financial Instruments and Exchange Act of Japan (Law No. 25 of 1948, as amended) (the "**Financial Instruments and Exchange Act**") and has agreed or will agree, as the case may be, that it will not offer or sell any Notes, directly or indirectly, in Japan or to, or for the benefit of, any resident in Japan (which term as used herein means any person resident in Japan, including any corporation or other entity organised under the laws of Japan), or to others for re-offering or resale, directly or indirectly, in Japan or to a resident of Japan, except pursuant to an exemption from the registration requirements of, or otherwise in compliance with, the Financial Instruments and Exchange Act and other relevant laws and regulations of Japan.

France

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

a) it has only offered or sold and will only offer or sell, directly or indirectly, Notes in France to qualified investors (*investisseurs qualifiés*) as referred to in Article L.411-2 of the French *Code monétaire et financier* and defined in Article 2(e) of EU Prospectus Regulation, as amended, and it has only distributed or caused to be distributed in France to such qualified investors, the Base Prospectus, the relevant Final Terms or any other offering material relating to the Notes; and

b) Materialised Notes may only be issued outside of France.

Belgium

The Notes are not intended to be sold to Belgian Consumers. Accordingly, each Dealer represents and agrees, and each further Dealer appointed under the Programme will be required to represent and agree, that it has not offered or sold and will not offer or sell, directly or indirectly, Notes to Belgian Consumers, and has not distributed or caused to be distributed and will not distribute or cause to be distributed, this Base Prospectus, the relevant Final Terms or any other offering material relating to the Notes to Belgian Consumers.

For these purposes, a "**Belgian Consumer**" has the meaning provided by the Belgian Code of Economic Law, as amended from time to time (*Wetboek van 28 februari 2013 van economisch recht/Code du 28 février 2013 de droit économique*), being any natural person resident or located in Belgium and any acting for purposes which are outside his/her trade, business or profession.

Switzerland

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

(i) the Notes may not be publicly offered, sold, advertised or marketed, directly or indirectly, into or in Switzerland within the meaning of the Swiss Financial Services Act ("**FinSA**"), except to investors that qualify as professional clients within the meaning of the FinSA, and no application has been or will be made to admit the Notes to trading on a trading venue (exchange or multilateral trading facility) in Switzerland;

(ii) neither this Base Prospectus nor any other offering or marketing material relating to the Issuer or the Notes (y) constitutes a prospectus or a key information document (or an equivalent document) as such term is understood pursuant to the FinSA or (z) has been or will be filed with or approved by a Swiss review body pursuant to article 51 of the FinSA; and

(iii) neither this Base Prospectus nor any offering or marketing material relating to the Issuer or the Notes may be distributed or otherwise made available in Switzerland, except to investors that qualify as professional clients within the meaning of the FinSA.

Singapore

Each Dealer has acknowledged, and each further Dealer appointed under the Programme will be required to acknowledge, that this Base Prospectus has not been registered as a prospectus with the Monetary Authority of Singapore. Accordingly, each Dealer has represented, warranted and agreed, and each further Dealer appointed under the Programme will be required to represent, warrant and agree, that it has not offered or sold any Notes or caused such Notes to be made the subject of an invitation for subscription or purchase and will not offer or sell such Notes or cause such Notes to be made the subject of an invitation for subscription or purchase, and has not circulated or distributed, nor will it circulate or distribute, this Base Prospectus or any other document or material in connection with the offer or sale, or invitation for subscription or purchase, of such Notes, whether directly or indirectly, to any person in Singapore other than (i) to an institutional investor (as defined under Section 4A of the Securities and Futures Act 2001 (2020 Revised Edition) of Singapore (the "**SFA**")) pursuant to Section 274 of the SFA, (ii) an accredited investor (as defined in Section 4A of the SFA) pursuant to and in accordance with the conditions specified in Section 275 of the SFA.

General

These selling restrictions may be amended or supplemented in a Supplement to this Base Prospectus.

No representation is made that any 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, and each further Dealer appointed under the Programme will be required to agree, 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 neither the Issuer nor any other Dealer shall have responsibility therefor except as may result from a breach of its own obligations under the Dealer Agreement.

GENERAL INFORMATION

1. **Application for approval**

This Base Prospectus has been approved by the AMF, as competent authority under the EU Prospectus Regulation and has received the approval no. 26-287 on 21 July 2026. The AMF only approves this Base Prospectus as meeting the standards of completeness, comprehensibility and consistency imposed by the EU Prospectus Regulation. Such approval should not be considered as an endorsement of the quality of the Notes that are the subject of this Base Prospectus or the Issuer. Investors should make their own assessment as to the suitability of investing in the Notes.

The Base Prospectus (as supplemented from time to time) shall be valid for admission to trading of Notes on a Regulated Market for twelve (12) months after its approval by the AMF, until 21 July 2027, provided that it is completed by one or more supplements, pursuant to Article 23 of the EU Prospectus Regulation, following the occurrence of a significant new factor, a material mistake or a material inaccuracy relating to the information included (including information incorporated by reference) in this Base Prospectus which may affect the assessment of the Notes. After such date, the Base Prospectus will expire and the obligation to supplement this Base Prospectus in the event of significant new factors, material mistakes or material inaccuracies will no longer apply.

Notes may also be issued pursuant to the Programme which will not be listed and admitted to trading on Euronext Paris or any other stock exchange or which will be listed or admitted to trading on such Regulated Market as the Issuer and the relevant Dealer(s) may agree.

2. **Corporate authorisations**

The Issuer has obtained all necessary consents, approvals and authorisations in the Republic of France in connection with the update of the Programme. The establishment of the Programme was authorised by a resolution of the *Conseil d'Administration* passed on 24 May 1995. On 5 December 2025, the *Conseil d'Administration* authorised the issuance of Notes under the Programme in the year 2026.

3. **United States income tax laws**

Each Note with a maturity of more than 12 months and each Receipt, Coupon and Talon relating thereto will bear the following legend: "Any United States person who holds this obligation will be subject to limitations under the United States income tax laws, including the limitations provided in Sections 165(j) and 1287(a) of the Internal Revenue Code".

4. **Clearing Systems**

Application may be made for the Notes to be accepted for clearance through Euroclear France and/or Euroclear and Clearstream, Luxembourg. The Common Code, the International Securities Identification Number (ISIN) and (where applicable) the identification number for any other relevant clearing system for each Series of Notes will be set out in the relevant Final Terms. The address of Euroclear France is 66, rue de la Victoire, 75009 Paris, France, the address of Euroclear is 1 boulevard du Roi Albert II, B-1210 Brussels, Belgium and the address of Clearstream is 42 avenue J.F. Kennedy, L-1855 Luxembourg, Grand-Duchy of Luxembourg. If the Notes are to be cleared through an addition or alternative clearing system, the appropriate information will be specified in the relevant Final Terms.

5. **Documents on display**

The following documents can be inspected on the website of the Issuer (https://www.ratp.fr/groupe-ratp/newsroom/corporate/publications-légales):

(i) the up-to-date *statuts* of the Issuer;

the Final Terms for Notes that are admitted to trading on Euronext Paris or any other Regulated Market; and

a copy of this Base Prospectus together with any supplement thereto and any document incorporated by reference, and the Agency Agreement (which includes the form of the *lettre comptable*, the form of the Temporary Global Certificate and the forms of the Definitive Materialised Notes and the Coupons, Receipts and Talons in relation thereto) will be available for inspection at the specified offices of the Fiscal Agent or each of the Paying Agents during normal business hours, so long as Notes may be issued pursuant to, or are outstanding under, this Base Prospectus.

The information on the websites to which this Base Prospectus refers does not form part of this Base Prospectus and has not been scrutinised or approved by the AMF.

6. **Legal and arbitration proceedings**

The Issuer is not and has not been involved in any governmental, legal or arbitration proceedings (including any such proceedings which are pending or threatened of which the Issuer is aware), during a period covering at least the previous 12 months which may have, or have had in the recent past, significant effects on the Issuer's and/or the Group's financial position or profitability.

7. **No significant change in the financial position or financial performance of the Issuer**

There has been no significant change in the financial position or financial performance of the Issuer or the Group since 31 December 2025.

8. **Material adverse change in the prospects of the Issuer**

There has been no material adverse change in the prospects of the Issuer since 31 December 2025.

9. **No material contracts**

Save as disclosed in the section entitled "*Information Incorporated by Reference*" of this Base Prospectus, there are no material contracts that are not entered into in the ordinary course of the Issuer's business which could result in any member of the Group being under an obligation or entitlement that is material to the Issuer's ability to meet its obligations to Noteholders in respect of the Notes being issued.

10. **Statutory auditors**

KPMG S.A. and Forvis Mazars SA have audited and rendered an unqualified audit opinion on the consolidated financial statements of the Issuer for each of the years ended 31 December 2024 and 31 December 2025. They have also audited and rendered an unqualified audit opinion on the non-consolidated financial statements of the Issuer for each of the years ended 31 December 2024 and 31 December 2025.

The statutory auditors are registered with the *Compagnie Régionale des Commissaires aux Comptes de Versailles et du Centre* (official statutory auditors' representative body) and are regulated by the *Haute autorité de l'audit* (French High Council of Statutory Auditors).

11. **Post-issuance information**

In respect of derivatives securities as defined in Article 20(3) of Commission Delegated Regulation 2019/980, the Final Terms will indicate whether or not the Issuer intends to provide post-issuance information concerning the underlying. If the Issuer intends to report such information, the Final Terms will specify what information will be reported and where such information can be obtained.

12. **Conflicts**

(i) Certain of the Dealers and their affiliates have engaged, and may in the future engage, in investment banking and/or commercial banking transactions with, and may perform services for, the Issuer and their affiliates in the ordinary course of business. In addition, in the ordinary course of their business activities, the Dealers and their affiliates may make or hold a broad array of investments and actively trade debt and equity securities (or related derivative securities) and financial instruments (including bank loans) for their own account and for the accounts of their customers. Such investments and securities activities may involve securities and/or instruments of the Issuer or Issuer's affiliates.

If any of the Dealers or their affiliates has a lending relationship with the Issuer, certain of those Dealers or their affiliates routinely hedge, and certain other of those Dealers or their affiliates may hedge, their credit exposure to the Issuer consistent with their customary risk management policies. Typically, such Dealers and their affiliates would hedge such exposure by entering into transactions which consist of either the purchase of credit default swaps or the creation of short positions in securities, including potentially the Notes issued under the Programme. The Dealers and their affiliates may also make investment recommendations and/or publish or express independent research views in respect of such securities or financial instruments and may hold, or recommend to clients that they acquire, long and/or short positions in such securities and instruments.

Potential conflicts of interest 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 Terms and Conditions.

13. **Stabilisation**

In connection with the issue of any Tranche, the Dealer or Dealers (if any) named as the stabilisation manager(s) (the "**Stabilisation Manager(s)**") (or persons acting on behalf of any Stabilisation 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. However, stabilisation may not necessarily occur. Any stabilisation action may begin on or after the date on which adequate public disclosure of the terms of the offer of the relevant Tranche is made and, if begun, may cease at any time, but it must end no later than the earlier of 30 calendar days after the issue date of the relevant Tranche and 60 calendar days after the date of the allotment of the relevant Tranche. Any stabilisation action or over-allotment by the relevant Stabilisation Manager(s) (or persons acting on behalf of any Stabilisation Manager(s)) shall be conducted in accordance with all applicable laws and rules.

14. **EU Benchmark Regulations**

Amounts payable under the Floating Rate Notes may be calculated by reference to one or more "benchmarks" for the purposes of the EU Benchmarks Regulation. In such a case, the relevant Final Terms in respect of such issuance of Floating Rate Notes will specify the relevant benchmark, the relevant administrator of such benchmark and whether such administrator appears on the register of administrators and benchmarks established and maintained by the European Securities and Markets Authority. It being specified that €STR and SONIA are outside the scope of the EU Benchmarks Regulation, in accordance with the provisions of Article 2 of the EU Benchmarks Regulation, and their administrators are not subject to the requirements of approval or registration of the EU Benchmarks Regulation.

15. **Legal entity identifier (LEI) Code**

The Issuer's LEI Code is 969500K59E47ULNCAQ69.

PERSONS RESPONSIBLE FOR THE BASE PROSPECTUS

1. Persons responsible for the Base Prospectus

Régie Autonome des Transports Parisiens, LAC C22, 54, quai de la Rapée, 75599 Paris Cedex 12, France.

2. Declaration by persons responsible for the Base Prospectus

The Issuer declare that, to the best of its knowledge, the information contained or incorporated by reference in this Base Prospectus is in accordance with the facts and the Base Prospectus makes no omission likely to affect its import.

Régie Autonome des Transports Parisiens
LAC C22
54, quai de la Rapée
75599 Paris

duly represented by Maurice Jarlier, *Responsable de l'Unité Trésorerie et Financements*

on 21 July 2026

AMF | AUTORITÉ DES MARCHÉS FINANCIERS

This Base Prospectus has been approved by the AMF in its capacity as competent authority under Regulation (EU) 2017/1129, as amended (the "**EU Prospectus Regulation**").

The AMF has approved this Base Prospectus after having verified that the information it contains is complete, coherent and comprehensible in accordance with EU Prospectus Regulation, as amended. Approval does not imply that the AMF has verified the accuracy of this information.

This approval should not be considered as a favourable opinion on the Issuer and on the quality of the Notes described in this Base Prospectus. Investors should make their own assessment of the opportunity to invest in such Notes.

The Base Prospectus has been approved on 21 July 2026 and is valid until 21 July 2027 and shall during this period, in accordance with Article 23 of EU Prospectus Regulation, as amended, be completed by a supplement to the Base Prospectus in the event of a significant new factor, material mistake or inaccuracy. The Base Prospectus has obtained the following approval no. 26-287.

NAME AND REGISTERED OFFICE OF THE ISSUER

Régie Autonome des Transports Parisiens
LAC C22
54, quai de la Rapée
75599 Paris Cedex 12

DEALERS

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CS 70052
92547 Montrouge Cedex

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60329 Frankfurt am Main
Germany

Goldman Sachs Bank Europe SE
Marienturm
Taunusanlage 9-10
60329 Frankfurt am Main
Germany

HSBC Continental Europe
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75116 Paris
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J.P. Morgan SE
Taunustor 1 (TaunusTurm)
60310 Frankfurt am Main
Germany

La Banque Postale
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France

Natixis
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France

Société Générale
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75009 Paris
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ARRANGER FOR THE PROGRAMME

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INITIAL FISCAL AGENT, PRINCIPAL PAYING AGENT, CALCULATION AGENT

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France

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RATP