



UCB SA

(incorporated with limited liability in Belgium)

as Issuer

EUR 3,000,000,000

Euro Medium Term Note Programme

Due from one month from the date of original issue

This base prospectus (the "**Base Prospectus**") relating to the EUR 3,000,000,000 Euro Medium Term Note Programme (the "**Programme**") of UCB SA, a limited liability company (*société anonyme*) incorporated under the laws of Belgium, having its registered office at Allée de la Recherche 60, B-1070 Brussels and registered with the Crossroads Bank for Enterprises under number 0403.053.608 ("**UCB**", or the "**Issuer**") is valid, for the purpose of the admission to trading and listing of the Notes (as defined below) on the regulated market of Euronext Brussels or on another regulated market in the European Economic Area (the "**EEA**"), for a period of twelve months from the date of approval. Any Notes issued under the Programme are issued subject to the provisions set out herein.

Under the Programme, the Issuer, subject to compliance with all relevant laws, regulations and directives, may from time to time issue Euro Medium Term Notes (the "**Notes**") as may be agreed between the Issuer and the relevant Dealer (as defined below). The minimum Specified Denomination of Notes shall be EUR 100,000 (or its equivalent in other currencies). The maximum aggregate nominal amount of Notes outstanding will not at any time exceed EUR 3,000,000,000 (or the equivalent in other currencies).

This Base Prospectus has been approved as a base prospectus for the purposes of Article 8 of Regulation 2017/1129 (the "**Prospectus Regulation**") on 22 October 2019 by the Belgian Financial Services and Markets Authority (the "**FSMA**") in its capacity as competent authority in accordance with Article 20 of the Prospectus Regulation. The FSMA only approves this Base Prospectus as meeting the standards of completeness, comprehensibility and consistency imposed by the Prospectus Regulation. The approval by the FSMA does not imply any appraisal of the appropriateness or the merits of any issue under the Programme, nor of the situation of the Issuer and should not be considered as an endorsement of the Issuer or of the quality of the Notes. References in this Base Prospectus to Notes being "listed" (and all related references) shall mean that such Notes have been admitted on Euronext Brussels' regulated market. The regulated market of Euronext Brussels is a regulated market for the purposes of Directive 2014/65/EU, as amended ("**MiFID**"). However, unlisted Notes or Notes listed on another market may also be issued pursuant to the Programme. The relevant Final Terms (as defined below) in respect of the issue of any Notes will specify whether or not such Notes will be listed and admitted to trading on the regulated market of Euronext Brussels or on any other stock exchange. The requirement to publish a prospectus under the Prospectus Regulation only applies to Notes which are to be admitted to trading on a regulated market in the EEA and/or offered to the public in the EEA other than in circumstances where an exemption is available under Article 1(4) and/or 3(2) of the Prospectus Regulation. References in this Base Prospectus to "**Exempt Notes**" are to Notes for which no prospectus is required to be published under the Prospectus Regulation. The FSMA has neither approved nor reviewed information contained in this Base Prospectus in connection with Exempt Notes.

Notice of the aggregate nominal amount of Notes, interest (if any) payable in respect of Notes, the issue price of Notes and certain other information which is applicable to each Series (as defined under "**Terms and Conditions of the Notes**") of Notes will be set forth in a final terms document (the "**Final Terms**") which, with respect to Notes to be listed on the regulated market of Euronext Brussels, will be filed with the FSMA. Copies of Final Terms in relation to Notes to be listed on the regulated market of Euronext Brussels will also be published on the website of Euronext Brussels (www.euronext.com). In the case of Exempt Notes, notice of the aggregate nominal amount of Notes, interest (if any) payable in respect of Notes, the issue price of Notes and certain other information which is applicable to each Tranche will be set out in a pricing supplement document (the "**Pricing Supplement**"). Any reference in this Base Prospectus to "Final Terms", "relevant Final Terms" or "applicable Final Terms" will be deemed to include a reference to "Pricing Supplement", "relevant Pricing Supplement" or "applicable Pricing Supplement" in relation to Exempt Notes, to the extent applicable.

The Notes shall be wholesale non-equity securities in the meaning of the Commission delegated regulation (EU) 2019/980 of 14 March 2019 supplementing the Prospectus Regulation as regards the format, content, scrutiny and approval of the prospectus to be published when securities are offered to the public or admitted to trading on a regulated market, and repealing Commission Regulation (EC) No 809/2004 (hereinafter referred to as "**Commission delegated Regulation (EU) 2019/980**"). This Base Prospectus has been prepared in accordance with annexes VII and XV of the Commission delegated Regulation (EU) 2019/980.

Each Series (as defined in "Overview of the Programme – Method of Issue") of Notes issued by UCB will be cleared through the clearing system operated by the National Bank of Belgium or any successor thereto (the "**Securities Settlement System**"). Such Notes will be issued in dematerialised form. Among others, Euroclear Bank SA/NV, as operator of the Euroclear System ("**Euroclear**"), Clearstream Banking AG, Frankfurt ("**Clearstream, Frankfurt**"), Monte Titoli S.p.A., Italy ("**Monte Titoli**"), SIX SIS Ltd., Switzerland ("**SIX SIS**"), Interbolsa S.A. ("**Interbolsa**") and Euroclear France SA ("**Euroclear France**") maintain accounts in the Securities Settlement System (for a list of all the NBB-SSS participants, please refer to <https://www.nbb.be/nl/list-nbb-investor-icsds>).

The Issuer is not rated. The Programme is unrated.

This Base Prospectus is valid for 12 months from its date in relation to Notes which are to be admitted to trading on a regulated market. The obligation to supplement this Base Prospectus in the event of a significant new factor, material mistake or material inaccuracy does not apply when this Base Prospectus is no longer valid.

An investment in Notes issued under the Programme involves certain risks. For a discussion of these risks see the section headed "Risk Factors" in this Base Prospectus.

Arranger

BNP PARIBAS

Dealers

Banca IMI
Barclays
BofA Merrill Lynch
BNP PARIBAS
Commerzbank
Crédit Agricole CIB
HSBC

ING
KBC Bank
Mizuho Securities
NatWest Markets
Santander Corporate & Investment Banking
SMBC Nikko
Wells Fargo Securities

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OVERVIEW OF THE PROGRAMME

The following Overview does not purport to be complete and is taken from, and is qualified in its entirety by, the remainder of this Base Prospectus and, in relation to the terms and conditions of any particular Tranche of Notes, the applicable Final Terms.

*The Issuer and any relevant Dealer may agree that Notes shall be issued in a form other than that contemplated in the Terms and Conditions of the Notes (the “**Terms and Conditions**” or the “**Conditions**”), in which event a new prospectus will be made available which will describe the effect of the agreement reached in relation to such Notes.*

This Overview constitutes a general description of the Programme for the purposes of Article 25 of Commission Delegated Regulation (EU) 2019/980 supplementing the Prospectus Regulation.

Words and expressions defined in “Form of the Notes” and “Terms and Conditions of the Notes” below shall have the same meanings in this overview.

Issuer:	UCB SA (“UCB”)
LEI:	2138008J191VLSGY5A09
Risk Factors:	There are certain factors that may affect the Issuer's ability to fulfil its obligations under Notes issued under the Programme. In addition, there are certain factors which are material for the purpose of assessing the market risks associated with Notes issued under the Programme and risks relating to the structure of a particular Series of Notes issued under the Programme. The principal known risks inherent in investing in Notes issued under the Programme are set out under “ <i>Risk Factors</i> ”.
Description:	Euro Medium Term Note Programme
Size:	Up to EUR 3,000,000,000 (or the equivalent in other currencies at the date of issue) aggregate nominal amount of Notes outstanding at any one time.
Arranger:	BNP Paribas
Dealers:	Banca IMI S.p.A. Banco Santander, S.A Barclays Bank Ireland PLC Barclays Bank PLC BNP Paribas BofA Securities Europe SA Commerzbank Aktiengesellschaft Crédit Agricole Corporate and Investment Bank HSBC France ING Bank N.V. Belgian Branch KBC Bank NV Merrill Lynch International Mizuho International plc NatWest Markets Plc

SMBC Nikko Capital Markets Limited
SMBC Nikko Capital Markets Europe GmbH
Wells Fargo Securities International

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

Certain Restrictions:

Each issue of Notes denominated in a currency in respect of which particular laws, guidelines, regulations, restrictions or reporting requirements apply will only be issued in circumstances which comply with such laws, guidelines, regulations, restrictions or reporting requirements from time to time (see “*Subscription and Sale*”).

Listing and Paying Agent:

BNP Paribas Securities Services SCA, Brussels Branch
The Notes will be issued pursuant to and with the benefit of the Agency Agreement.

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 will be completed, where necessary, with the relevant terms and conditions and, save in respect of the issue date, issue price, first payment of interest, the date from which interest starts to accrue and nominal amount of the Tranche, will be identical to the terms of other Tranches of the same Series) will be completed in the final terms (the “**Final Terms**”).

Issue Price:

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

Form of Notes:

The Notes will be in dematerialised form. The Notes will be represented by a book-entry in the records of the clearing system operated by the National Bank of Belgium (the “**NBB**”) or any successor thereto (the “**Securities Settlement System**”).

Clearing Systems:

The Notes will be cleared through the Securities Settlement System.

Initial Delivery of Notes:	The Notes will be credited to the accounts held with the Securities Settlement System by Euroclear, Clearstream, Frankfurt, Monte Titoli, SIX SIS, Interbolsa and Euroclear France or other Securities Settlement System participants and their participants.
Currencies:	Subject to compliance with all relevant laws, regulations and directives, the Notes may be issued in Euro, U.S. dollars, Japanese yen, Swiss francs, Sterling and in any other currency the Euro foreign exchange reference rate of which is published by the European Central Bank agreed between UCB and the relevant Dealers. The currency of the Notes will be fixed in part A, paragraph 3 of the relevant Final Terms. The Terms and Conditions of the Notes do not provide for a change of currency.
Maturities:	Subject to compliance with all relevant laws, regulations and directives, any maturity of more than one month.
Specified Denomination:	The Notes will be in such denominations as may be specified in the relevant Final Terms save that in the case of any Notes, the minimum Specified Denomination shall be EUR 100,000 (or its equivalent in other currencies).
Fixed Rate Notes:	Fixed interest will be payable in arrear on the date or dates in each year specified in the relevant Final Terms and will be calculated on the basis of such Day Count Fraction specified in the relevant Final Terms.
Floating Rate Notes:	<p>Floating Rate Notes will bear interest determined separately for each Series as follows:</p> <ul style="list-style-type: none"> (i) on the same basis as the floating rate under a notional interest rate swap transaction in the relevant Specified Currency governed by an agreement incorporating the 2006 ISDA Definitions, as published by the International Swaps and Derivatives Association, Inc. or (ii) by reference to LIBOR or EURIBOR as adjusted for any applicable margin. <p>Interest periods will be specified in the relevant Final Terms. Floating Rate Notes may only be issued if the relevant Final Terms specify the “X-only Issuance” as “Applicable”.</p>
Zero Coupon Notes:	Zero Coupon Notes (as defined in “Terms and Conditions of the Notes”) may be issued at their nominal amount or at a discount to it and will not bear interest.
Interest Periods and Interest Rates:	The length of the interest periods for the Notes and the applicable interest rate or its method of calculation may differ from time to time or be constant for any Series. Notes may have a maximum interest rate, a minimum interest rate, or both. The use of interest accrual periods permits the Notes to bear interest at different

rates in the same interest period. All such information will be set out in the relevant Final Terms.

Redemption:

The relevant Final Terms will specify the basis for calculating the redemption amounts payable. Unless permitted by then current laws and regulations, Notes (including Notes denominated in Sterling) which have 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 United Kingdom Financial Services and Markets Act 2000 must have a minimum redemption amount of £100,000 (or its equivalent in other currencies).

Optional Redemption:

The Final Terms issued in respect of each issue of Notes will state whether such Notes may be redeemed prior to 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.

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. See “Terms and Conditions of the Notes – Redemption, Purchase and Options”.

Status of Notes:

The Notes will constitute unsubordinated and unsecured obligations of the Issuer, as described in “Terms and Conditions of the Notes – Status of the Notes”.

Negative Pledge:

The Notes will contain a negative pledge as described in Condition 3.

As a general rule, as long as any Note remains outstanding, the Issuer shall not, and shall ensure that none of the Material Subsidiaries will create or have outstanding a Security Interest upon or with respect to the whole or any part of its present or future business, undertaking, assets or revenues to secure any present or future indebtedness (whether being principal, premium, interest or other amounts), in the form of or evidenced by notes, bonds, debentures, loan stock or other transferable debt securities (*titres de créance négociables sur le marché des capitaux/schuldinstrumenten die op de kapitaalmarkt verhandelbaar zijn* in the sense of Article 2, 31°, b) of the Belgian law of 2 August 2002 on the supervision of the financial sector and on the financial services), whether issued for cash or in whole or in part for a consideration other than cash, and which are, or are capable of being, quoted, listed or ordinarily dealt in or traded on any stock exchange, over-the-counter or other securities market.

Cross Acceleration:

The Notes will contain a cross-acceleration clause as described in Condition 9.

A Note may be declared immediately due and repayable at its principal amount together with accrued interest (if any) to the date of payment if (i) any other present or future indebtedness of the Issuer or any Material Subsidiary for or in respect of moneys borrowed becomes due and payable prior to its stated maturity by reason of the occurrence of an event of default (howsoever described) thereunder, or (ii) any such indebtedness is not paid when due or, as the case may be, within any applicable grace period, or within five Brussels business days of becoming due if a longer grace period is not applicable or (iii) the Issuer or any Material Subsidiary fails to pay when due or, as the case may be, within any applicable grace period or within five Brussels business days if a longer grace period is not applicable, any amount payable by it under any present or future guarantee for, or indemnity in respect of, any moneys borrowed (unless in any such case external legal advisers to the Issuer or the relevant Material Subsidiary, as the case may be, of recognised standing have advised that such indebtedness or other amount is not due and payable, and the Issuer or the relevant Material Subsidiary, as the case may be, is contesting such point in good faith), provided that the aggregate amount of the relevant financial indebtedness, guarantees and indemnities in respect of which one or more of the events mentioned above in foregoing clauses (i), (ii) and (iii) have occurred equals or exceeds €50,000,000 or its equivalent.

Other events of default:

In addition to a cross acceleration clause, the Notes will contain other events of defaults usual for programmes of this nature and described in Condition 9.

Status of the Notes:

The Notes will constitute direct, unconditional, unsubordinated and (subject to the provisions of Condition 3 (*Negative Pledge*)) unsecured obligations of the Issuer and will rank *pari passu* among themselves and (save for certain obligations required to be preferred by law) equally with all other unsecured and unsubordinated obligations of the Issuer, from time to time outstanding.

Ratings:

The Issuer is unrated. The Programme is unrated.

Withholding Tax:

All payments of principal and interest in respect of the Notes will be made free and clear of withholding taxes imposed by Belgium unless the withholding is required by law. In such event, the Issuer shall pay such additional amounts as shall result in receipt by the Noteholder of such amounts as would have been received by it had no such withholding been required, subject to certain exceptions, all as described in “Terms and Conditions of the Notes – Taxation”.

Governing Law:

Belgian.

Listing and Admission to Trading:

Application has been made for the Notes issued under the Programme to be admitted to trading on Euronext Brussels or as otherwise specified in the relevant Final Terms and references to listing shall be construed accordingly. As specified in the relevant Final Terms, a Series of Notes may be unlisted.

Selling Restrictions:

There are restrictions on the offer, sale and transfer of the Notes in the United States, the European Economic Area (including the United Kingdom), Japan, Hong Kong, and Taiwan and such other restrictions as may be required in connection with the offering and sale of a particular Tranche of Notes. See “Subscription and Sale”.

If the relevant Final Terms specify the “Prohibition of Sales to EEA Retail Investors” as “Applicable”, the Notes are not intended to be offered or sold in the EEA to Retail Investors (as defined by MiFID II). See “Subscription and Sale”.

If the relevant Final Terms specify the “Prohibition of Sales to Belgian Consumer” as “Applicable”, the Notes are not intended to be offered or sold in Belgium to consumers (*consumenten/consommateurs*) within the meaning of the Belgian Code of Economic Law (*Wetboek van economisch recht/Code de droit économique*). See “Subscription and Sale”.

The Issuer is Category 2 for the purposes of Regulation S under the Securities Act, as amended.

The Notes will be issued in circumstances in which the Notes will not constitute “registration required obligations” under the United States Tax Equity and Fiscal Responsibility Act of 1982 (“TEFRA”), which circumstances will be referred to in the relevant Final Terms as a transaction to which TEFRA is not applicable.

RISK FACTORS

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

Factors which UCB believes may be material for the purpose of assessing the market risks associated with Notes issued under the Programme are also described below.

Before investing in the Notes, prospective investors should carefully consider all of the information in this Base Prospectus, including the following specific risks and uncertainties. If any of the following risks materialise, the Issuer's business, results of operations, financial condition and prospects could be materially adversely affected. In that event, the value of the Notes could decline and an investor might lose part or all of its investment due to an inability of the Issuer to fulfil its obligations under the Notes. UCB believes that the factors described below represent the principal known risks inherent in investing in Notes issued under the Programme, but UCB may be unable to pay interest, principal or other amounts on or in connection with any Notes for other reasons and additional risks and uncertainties relating to UCB that are not currently known to it, or that are either currently deemed immaterial, may individually or cumulatively affect UCB's ability to fulfil its obligations under the Notes. Prospective investors should also read the detailed information set out elsewhere in this Base Prospectus (including any documents incorporated by reference herein) and reach their own views prior to making any investment decision.

The following factors mainly relate to UCB and its subsidiaries taken as a whole (the "UCB Group"), as opposed to UCB taken individually. However, due to UCB's position in the UCB Group as described in Part 4 "Current Organisational Structure" of the Section "Description of UCB" of this Base Prospectus, UCB believes these risk factors are equally relevant to it.

Factors that may affect UCB's ability to fulfil its obligations under or in connection with Notes issued under the Programme

Risks related to the issuer's financial situation

1 The UCB Group's inability to manage its sources of funding may adversely affect its business, financial condition and results of operations.

The sources of funding of the UCB Group primarily consist of a EUR 1.0 billion committed syndicated credit facility due to mature in 2024 (including the option to request one further extension of the maturity date to 2025) and other committed and non-committed bilateral credit facilities, and bonds. As at end of June 2019, no moneys were borrowed under the EUR 1.0 billion committed syndicated credit facility and no money were borrowed under various other committed and uncommitted credit agreements. In addition, as at end of June 2019, the following bonds were outstanding:

- EUR 55 million senior unsecured bonds, with a coupon of 3.292 per cent., due November 2019
- EUR 20 million senior unsecured bonds, with a coupon of 3.284 per cent., due December 2019
- EUR 250 million senior unsecured bonds, with a coupon of 3.75 per cent., due March 2020
- EUR 350 million senior unsecured bonds, with a coupon of 4.125 per cent., due January 2021
- EUR 350 million senior unsecured bonds, with a coupon of 1.875 per cent., due April 2022
- EUR 176 million senior unsecured bonds, with a coupon of 5.125 per cent., due October 2023

The UCB Group had also entered into the following loan agreement with the European Investment Bank ("EIB") which was outstanding as at end of June 2019:

- USD 100 million floating rate loan amortizing on a linear basis till 2021

Figures relating to the borrowings and the bonds may be found respectively in note 28 (p.225) and note 29 (p.226) of the consolidated audited annual financial statements of the UCB Group for the financial year ended 31 December 2018.

On 10 October 2019, the UCB Group and Ra Pharmaceuticals Inc. announced their entry into a merger agreement pursuant to which the UCB Group will acquire Ra Pharmaceuticals Inc. Closing of the transaction remains subject to approval by the shareholders of Ra Pharmaceuticals Inc., obtaining anti-trust clearance and other customary closing conditions. The UCB Group and Ra Pharmaceuticals Inc. expect to complete the transaction by the end of Q1 2020. Under the terms of the merger agreement, the shareholders of Ra Pharmaceuticals Inc. will receive USD 48 in cash for each share of Ra Pharmaceuticals Inc. at closing. The acquisition of Ra Pharmaceuticals Inc. will initially be financed by a combination of a 5-year bullet term loan of up to USD 2,070 million, arranged and underwritten by BNP Paribas Fortis and Bank of America Merrill Lynch, and existing cash resources. Pro-forma for this acquisition, UCB's new net debt / rEBITDA ratio is expected to be in the range between 1.5 and 2.0 times. Ra Pharmaceutical Inc.'s phase 3 product candidate, zilucoplan, is a once-daily self-administered, subcutaneous peptide inhibitor of C5. In December 2018, Ra Pharma announced positive top-line results from a phase 2 trial of zilucoplan in patients with generalized myasthenia gravis ("gMG"). Zilucoplan is currently being tested in phase 3 for the treatment of gMG with top-line results expected in early 2021. The acquisition is expected to be core EPS accretive from 2024 onwards.

There is no certainty of these instruments remaining to be available to the UCB Group in the future. Also, in the event that the UCB Group breaches any of its covenants or any other material term of its credit facilities and/or outstanding bonds, this could have a significant impact on the business of the UCB Group. At present UCB is not subject to any financial covenants as part of its EUR 1.0 billion committed syndicated credit facility, due to mature in 2024, nor to any financial covenants under other financial indebtedness (including the above mentioned term loan in connection with the acquisition of Ra Pharmaceuticals Inc). However, it may have to enter into new credit facilities and/or bonds, or renegotiate the terms of the bonds and of the credit facilities upon or prior to their respective maturities on terms which may not be commercially desirable or inferior compared to current conditions. Furthermore, financial- or non-financial covenants might potentially be introduced in new or existing agreements. The UCB Group's failure to comply with these covenants could result in an event of default that, if not cured or waived, could result in the UCB Group being required to repay these borrowings before their due date. In addition, the financial position in terms of capital structure, leverage or cash flow of the UCB Group at the time of refinancing and absence of a credit rating may result in unavailability of adequate sources of funding. Either outcome may have a material adverse effect on the UCB Group's business and results of operations.

The UCB Group is exposed to an increase of interest rates that may trigger an increase of its financial expenses. The interest expense on portions of the financial indebtedness of the Issuer has however been fixed, either through contracting fixed rate financial indebtedness, or by contracting derivatives with maturities up to 2023. As at 30 June 2019, the ratio of such fixed rate indebtedness compared to the nominal value of the relevant financial liabilities, was 96 per cent. before hedging operations and 39 per cent. post hedging operations. The UCB Group monitors its hedging strategy on a regular basis, which may lead to increasing or decreasing hedge tenors or fixed rate indebtedness.

Figures relating to the gearing ratio and the other financial liabilities, amounting to EUR 165 million as per end December 2018, of the UCB Group may be found respectively in note 4.4 (page 193) and note 30 (page 228) of the consolidated audited annual financial statements of the UCB Group for the financial year ended 31 December 2018.

2 Risk related to the fact that UCB is a holding company with relatively small operating income and is hence largely dependent on distributions made by its subsidiaries

UCB is a holding company whose primary activity is the holding and managing of participations in the UCB Group. UCB's main source of cash inflow comes from the operating activities of the UCB Group. Accordingly, UCB's ability to meet its financial obligations under the Notes will largely depend on the cash flows from the UCB Group and the dividends paid by its subsidiaries. If in the future UCB is unable to ensure the continued transfer of dividends or other income to it from these subsidiaries, its ability to meet its financial obligations under the Notes may be impaired.

The list of the UCB companies (fully consolidated) may be found in note 45 (p.251) of the consolidated audited annual financial statements of the UCB Group for the financial year ended 31 December 2018.

3 Insufficient generation of cash flow may result in unavailability of funding.

The UCB Group's ability to pay principal and interest on the Notes and on its other debt depends on its future operating performance. Future operating performance is subject to market conditions and business factors that often are beyond the UCB Group's control. If the UCB Group's cash flows and capital resources are insufficient to allow it to make scheduled payments on its debt, it may have to reduce or delay research and development, sell assets, seek additional capital or debt or restructure or refinance its debt. The UCB Group cannot assure that such measures would satisfy its scheduled debt service obligations. If the UCB Group were unable to make this repayment or otherwise refinance these borrowings, its lenders could foreclose on its assets. If the UCB Group were unable to refinance these borrowings on favourable terms, its business could be adversely impacted.

Figures relating to UCB's cash flows generated by operating activities, investing activities and financing activities for the financial years 2017 and 2018 may be found in note 2.4 (p. 163) of the consolidated audited annual financial statements of the UCB Group for the financial year ended 31 December 2018.

4 The UCB Group's international revenues and transactions, as well as its international asset portfolio, expose the UCB Group to foreign currency and interest rate risks.

The UCB Group currently has a significant amount of its assets and liabilities, income and expenses outside the Eurozone, most importantly in the United States, United Kingdom, Switzerland and Japan, and is significantly exposed to transactions in U.S. dollars, Pounds Sterling, Japanese Yen and Swiss Francs, as well as to certain emerging market currencies, either directly or indirectly. The instruments purchased to hedge transactional currency exposures are primarily denominated in U.S. dollars, Pounds Sterling, Japanese Yen and Swiss Francs. The UCB Group's financial risk management policy is to hedge for the impact from the translation of foreign currency assets and liabilities into the functional currency of the relevant group subsidiaries, as well as the impact of currency fluctuations on the Group's anticipated net foreign currency cash flows for a period of minimum 6 and maximum 26 months, provided that provided hedges can be obtained at an acceptable cost.

Since the financial statements of the UCB Group are prepared in Euro, the foreign currency transactions of the UCB Group and the financial statement items of its foreign operations that are included in the financial statements of the UCB Group for any financial period will be translated into Euro in accordance with the exchange rates to be applied pursuant to applicable accounting provisions. These translation effects may adversely expose the results of the UCB Group to fluctuations in the exchange rate of the Euro vis-à-vis the U.S. dollar and other foreign currencies. These translation effects could have a material adverse effect on the UCB Group's business, financial condition and results of operations. In addition, the UCB Group will also have operational trading positions in foreign currencies exposing it to foreign currency revaluation risks.

The UCB Group's interest-bearing investments, loans and borrowings are also subject to risk from changes in foreign exchange rates and interest rates. While the main financial borrowings of the UCB Group currently consist of euro denominated fixed rate borrowings, the UCB Group may deploy certain financial risk management techniques to achieve a different net debt currency composition, particularly aiming to include U.S. dollars debt, and to manage the impact of foreign exchange rate movements and interest rate movements on earnings, using both operational means and various financial instruments. These practices may however change as economic conditions change and the UCB Group may not at all times be able to achieve the desired debt currency composition. More specifically, from time to time, the UCB Group may enter into fixed-rate or floating rate investments and borrowings in certain currencies, either directly or through such investments and borrowings in combination with derivative financial instruments, such as forwards, interest rate swaps, swap options and currency swaps. Notwithstanding the UCB Group's efforts to foresee and mitigate the effects of changes in economic conditions, the UCB Group cannot predict with certainty changes in currency and interest rates, inflation or other related factors affecting its business.

Figures relating to the currency and interest rate risks may be found in note 4 (pages 189 to 198) of the consolidated audited annual financial statements of UCB for the financial year ended 31 December 2018.

5 The UCB Group's relatively high fixed costs base, as a proportion of its total costs, means that falls in revenue could have a significantly adverse effect on its profitability.

The UCB Group has a relatively high fixed cost base as a proportion of its total costs, consisting primarily of costs of maintaining continued investment in the product pipeline and related infrastructure, and the supply of products and equipment for the development of drugs. Within these and other categories, employee benefit expenses represent a major fixed cost basis in the near term. For the financial year 2018, employee benefits amounted to EUR 1,180 million, one third of total recurring operating expenses (including cost of goods sold) of EUR 3,527 million (for more information on UCB's operating expenses and employee benefit expense, please refer to note 2.1 and note 11 of the UCB's 2018 Annual Report). Therefore, a decrease in the UCB Group's revenue is likely to have a disproportionately material adverse impact on the UCB Group's profitability if the UCB Group is unable, in the short to medium term, to manage its costs and supply requirements substantially to mitigate the effect of any significant falls in revenue on profit. The UCB Group's profitability is therefore likely to be more significantly negatively affected by decreases in revenue than would be the case for a company with a more flexible cost base. Any decrease in profitability could have a material adverse effect on the UCB Group's business, financial condition and results of operations.

6 UCB Group may be required to increase contributions to its pension plans.

The UCB Group's funded pension plans have assets, mainly consisting of investments in equities and bonds. The value of these assets as well as the present value of the future payment commitments are subject to market volatility. If the UCB Group is required to make significantly increased contributions to its pension plans either because of adverse financial market developments, underfunding or because of more stringent regulations applicable to such pension plans, cash flows available for other purposes including research and development may be significantly reduced. This could in turn adversely impact the UCB Group's business and results of operations. Figures relating to the pension plans may be found in note 32 (pages 230 to 235) of the consolidated audited annual financial statements of UCB for the financial year ended 31 December 2018, including the details of the net liability arising from UCB Group's defined benefit obligation, amounting to EUR 396 million as per end December 2018 (on page 231) as well as the sensitivity analysis on the defined benefit obligation as provided on page 234.

Risks related to the issuer's business activities and industry

1 Failure to develop new products, devices and production technologies will have a negative impact on the competitive position of the UCB Group.

The UCB Group significantly depends on the development of commercially viable and sustainable new products and technologies. Although projects may appear to be promising in development phase, it is possible that such projects do not reach the market because further research and (pre-) clinical testing might show that these projects are ineffective or not efficacious enough or have safety signals or harmful side effects or they are not approved by the respective regulatory agencies. Because of the lengthy development process, technological challenges and intense competition, there is also a risk that any of the projects and products which the UCB Group is currently developing will not show the required efficacy and safety, will not be approved by the relevant authorities, or will not be marketable on time. Changes in legislation affecting clinical development or subsequent commercialisation, such as for example changes in exclusivity related legislation, could also have a material adverse effect on the value of a development project. Furthermore, products which are launched might subsequently experience safety issues, deviations during the manufacturing process or other such problems. Commercialisation may also be precluded for economic reasons such as high manufacturing costs or for legal reasons such as (potential) infringements of proprietary rights of others. Balancing current growth and investment for the future remains a major challenge, and the UCB Group may be unable to meet its expectations and targets with respect to projects/products which are being developed. The competitive position and operating results of the UCB Group could be harmed in the long term if it is unsuccessful in developing and/or marketing of new products and quality and cost efficient manufacturing processes, or if its ability to generate sufficient levels of sales through investments in new projects/products and expenditures on research and development declines.

The UCB Group has devolved its research and development function, splitting it between UCB NewMedicines™ and Development and Medical Patient Value Practice. In the event that either of these is not productive, this may have a negative impact on the pipeline of products being developed. Further, the success of UCB NewMedicines™ and Development and Medical Patient Value Practice are in part reliant on the success of their various partnerships. Lack of performance by the UCB Group or such partnerships may have a negative impact on the pipeline of products for the UCB Group. For more information on R&D expenses, please refer to p. 146 of the UCB's 2018 Annual Report.

Our Patient Value Strategy is described in Chapter 1 (pp 14 and ff.) of our Annual Report 2018.

The UCB Group focuses on extracting value from its projects and products by managing their life cycle efficiently and maximising the patent protection available in various jurisdictions for different and innovative indications and formulations. In the event that the UCB Group fails or is unable to maximise the value obtained from the projects and products while such protection is in place, this may have a negative impact on potential sales. Missing out on such potential product sales may have a material adverse effect on the revenues of the UCB Group and its ability to further reinvest in research and development and sales and marketing. Furthermore, if a product to be developed by the UCB Group fails to meet the pre-specified endpoints in phase 3 tests, or is rejected by regulatory authorities this could have a significant negative impact on the business, financial position and prospects of the UCB Group.

For more information on the expected expiration dates of the basic patent protection for key products of the UCB Group, please see "11. Intellectual Property" in "Description of UCB".

2 The pricing and reimbursement of UCB's products is increasingly affected by decisions of governments and other third-parties as well as by cost reduction initiatives. Therefore, the UCB Group may not obtain acceptable price and reimbursement for its products.

Products of the UCB Group continue to be subject to increasing price and reimbursement pressures globally due, inter alia, to:

- increasing levels of price controls being imposed by governments in many countries;
- there is now a heightened public attention to the price of pharmaceuticals and, specifically to price increases, which may limit the ability of the UCB Group to set prices, or to manage or increase the price of its medicines based upon their value;
- the potential to remove pharmaceuticals/biological products/devices from government reimbursement schemes (for example if governments determine a medicine to be less cost-effective than alternatives);
- greater tendencies of reimbursement authorities to grant partial reimbursement of patient populations within a labelled indication;
- increased difficulty in obtaining and maintaining satisfactory reimbursement rates in many countries;
- increases in the number and range of cost containment policies (including budget limitations) related to health expenses;
- governmental and private health care provider policies that favor prescription of generic or biosimilar medicines or substitution of branded products with generic or biosimilar medicines;
- more demanding evaluation criteria applied by Health Technology Assessment (HTA) agencies when considering whether to reimburse new medicines at a certain price level;
- more governments using international reference pricing to set or manage the price of medicines based on an external benchmark of a product's price in other countries;
- the increasing concentration in the healthcare market, including as a consequence of the consolidation of health insurers, state managed health funds, managed care organizations and pharmacy benefit managers;
- new market participants entering the global health care market (like Amazon, Google, Apple).

Increased pressure on pricing and reduction in/impaired negotiation power can lead to price discounts, rebates, state mandated price reductions or reimbursement restrictions for existing and future products of the UCB Group. Due to these pressures on product prices, the revenues and margins of the UCB Group are, and could continue to be, adversely impacted.

The sales of the UCB Group are mainly realized in the US and Europe (respectively 49% and 30% of net sales in 2018) as a consequence of which the operational results of the UCB Group are particularly vulnerable to pricing pressures in these regions.

For more information, please see our Annual Report 2018, p.52 (Global pricing and access challenges).

3 The UCB Group depends on a small number of products which are subject to intense competitive forces and concentrated markets.

The UCB Group has to date depended, and will continue to depend to a large extent on the sales of a small number of products. Current key products for the UCB Group include Cimzia®, Vimpat®, Keppra®, Neupro®

and Briviact® (see “Core Therapeutic Areas” in “Description of the Issuer” for more information on these products as well as note 1.3.1 of the 2018 Annual Report, p.151) and the continuing growing sales volume of these products significantly depends on their patent protection but also on other factors such as regulatory approvals, regulation of pricing, product liability, sales and marketing strategies, investments and competition. A significant decrease in the sales of any of these products could have a material adverse impact on the cash flow, prospects and results of operations of the UCB Group.

The products of the UCB Group are also subject to intense competition from other products in the market. When new products are introduced in the market, competition will further increase. New products from competitors can be safer or more effective than the products of the UCB Group. If there is generic or biosimilar competition, the competitors may sell their products at substantially lower prices. The UCB Group can also not predict with accuracy the timing or impact of the introduction of competitive products and generic and biosimilar products or their possible effect on its sales. Products that compete with the UCB Group’s products, including some of its best-selling medicines, are launched from time to time. Launches of a number of competitive products have occurred in recent years, and certain potentially competitive products are in various stages of development, some of which have been filed for approval with the FDA and with regulatory authorities in other countries or have been very recently approved. If the UCB Group is not able to maintain its competitive position, as a consequence of such existing and future competition or of new competitive forces as may arise in the future, this might negatively affect the UCB Group’s business, financial position and prospects.

If any of the UCB Group’s major products were to become subject to challenges such as patent invalidity, loss of patent protection, changes in prescription growth rates, material product liability litigation, unexpected side effects, manufacturing difficulties, governmental proceedings and actions, significant product recalls, major changes in healthcare structures, access to managed care contracts in the US, publicity affecting doctor or patient confidence (including as a consequence of supply chain issues or counterfeiting of products of the UCB Group) or pressure from existing competitive products, changes in labelling or if a new, competitive treatment should be introduced, the adverse impact on the UCB Group’s revenues could be significant. In addition, the UCB Group’s revenues could be significantly impacted by the timing and rate of commercial acceptance of key new products or indications for products

4 There are risks associated with the technical and clinical development of products of the UCB Group.

The development of pharmaceuticals (and supporting devices) is a key element of the strategy of UCB (see “Key Strengths and Strategies of UCB” in “Description of the Issuer”) but carries significant risk, and failure may occur at any stage during development due to quality, safety or clinical efficacy issues. After marketing approvals have been received, safety issues which may not have surfaced in the comparably small patient populations studied during clinical trials can result in label restrictions and, in the worst case, to the withdrawal of the drug from the market. All drug candidates of the UCB Group will need extensive quality, pre-clinical and clinical testing before an application can be made for market authorisation from regulatory authorities. It cannot be predicted with certainty if or when the UCB Group will be able to submit an application to the regulatory authorities of the relevant markets or whether such application, if and when submitted, will be acted upon affirmatively.

Each individual development step is associated with the risk of failure, hence an early stage drug candidate carries a considerably higher accumulated risk of failure than a later stage candidate, but the risk nonetheless remains high until at the latest stage. The statistical chance of success is increasing as drug candidates progress successfully through the different phases of drug development. It is probable that not all the programmes in the pipeline of the UCB Group will succeed.

Human clinical trials are very expensive and difficult to design and implement, in part because such trials are subject to rigorous regulatory requirements. Clinical trials are also very time consuming and can take several years to complete for each product candidate. Failure can occur at any stage of the trials and problems may be encountered that would cause the UCB Group to interrupt, abandon or repeat clinical trials. The commencement and completion of clinical trials may be delayed or hindered by several factors, including but not limited to:

- difficulties in obtaining regulatory, ethics committee and/or physician approval of the study protocol;
- fewer than the projected number of suitable investigators, which will result in delayed recruitment of the required number of patients;
- unexpected safety and tolerability issues;
- unexpected manufacturing issues;
- delay in recruitment of eligible patients;
- issues with identifying the appropriate therapeutic dosage range;
- unexpected issues with respect to the supply of investigational products;
- unfavourable benefit/risk ratio due to safety data collected in the course of clinical development;
- failure to maintain and assure the accuracy and consistency of primary scientific data; and
- introduction of new legal requirements.

Every clinical trial requires a pre-specified objective and clearly defined primary goal. The hypothesis which is to be tested in the clinical trial may be proven wrong. This will result in a negative study outcome. Clinical studies which have not met their primary goal are usually not suitable to support a regulatory submission. If clinical trials for a drug candidate should be unsuccessful, the UCB Group will be unable to commercialise such drug candidate. If one or more of the clinical trials of the UCB Group for a drug candidate is delayed, the UCB Group will be unable to meet the UCB Group's anticipated development and commercialisation timelines for such drug candidate. Such failure of, or delay in, commercialisation may have a material adverse effect on the UCB Group's business, financial condition and results of operations. For example, end 2018, the development of radiprodil (UCB3491) in infantile spasm was terminated due to lack of patients for recruitment, driven by sufficient standard of care.

5 There are specific risks associated with developing, testing, manufacturing and commercialising biologic medical products.

The process of inventing, developing, manufacturing, registering and marketing biologic medical products such as therapeutic antibodies is highly uncertain, costly and unpredictable. The biologic products currently on the market are Cimzia® and (in partnership with Amgen (U.S. & Japan)), Evenity®. The biologic products in the pipeline are bimekizumab, dapirolizumab pegol and rozanolixizumab.

The capacity for producing biologic medical products is limited. Building in-house production capacity is expensive and complex. Unavailability of in-house production capacity could lead to the need to reserve production capacity at external suppliers, including prior to the completion of the different phases of drug development. Failure to build and expenses connected to the building of production capacity, or failure to contract production capacity at external suppliers and expenses connected thereto, in each case in a timely way, may have a material adverse effect on the successful commercialisation of new biological medical products and the financial position of the UCB Group.

The production process is also highly complex. It requires innovative technologies and is subject to rigorous quality, purity and strength controls. In case of difficulties with or minor differences in the procedures applied the affected batch of the biologic may not be used. Issues may occur not only during the manufacturing process but also whilst testing, labelling, packaging, storage and shipping, or at any other step of the supply chain. Changes to the process may require (pre-) clinical testing to spot any changes in the purity, quality or strength of the products.

The ingredients necessary to produce biologic medical products are derived from living beings, bacteria or plants and cannot be produced synthetically. Given the limited availability of the materials and often high demand for biologics, the manufacturing of biologics is very expensive. Access to and supply of tissue samples, bacteria, cell lines and other biological materials is limited and may be restricted following government regulations. Insufficient access to such materials can make it difficult or even impossible to conduct research and may increase the manufacturing and development costs.

The different stages of production, development and commercialisation of biological products are also subject to regulation by various regulatory bodies. The regulatory framework for such products is often even more complex and extensive than for other pharmaceuticals.

Notwithstanding all precautionary measures and the numerous quality and purity checks and tests applied, the use of biologics might not have the prescribed effect and might result in infections, allergic reactions and other unwanted effects, leading to the recall of products, a number of liability claims or even closure of facilities due to possible contamination, all of which may result in significant costs being incurred.

The uncertainties and risks surrounding the development, testing, manufacturing, marketing and any other step in the supply chain of biologics may have a materially adverse effect on the business and financial position of the UCB Group.

6 There are specific risks associated with developing, testing, manufacturing and commercializing chemical pharmaceutical products.

The process of inventing, developing, manufacturing, registering and marketing chemical pharmaceutical products is long, complex highly regulated and costly with increasing solubility and bioavailability challenges leading to further complexity and less predictability.

The production process requires innovative technologies and is subject to rigorous quality, purity and strength controls. In case the required production procedures are not accurately met, the affected batch of the chemical ingredients may not be used. Problems may occur not only during the manufacturing process but also whilst testing, labelling, packaging, storage and shipping, or at any other step of the supply chain. Changes to the manufacturing process may require pre-clinical or clinical testing to identify any changes in the purity, quality or strength of the products.

Given all those constraints, risks, ever increasing requirements and regulatory scrutiny, the manufacturing needs increasingly demanding follow-up procedures. While access to external and internal capacities might be adequate, the effective control of those capacities bears its own risks. Required flexibility and quality may also increase the manufacturing and development costs.

Notwithstanding all precautionary measures and the numerous quality and purity checks and tests applied, the end results might not be fit for purpose, leading to the recall of products, liability claims or even the banning of facilities by regulatory authorities, all of which may result in significant disruption and costs being incurred.

The uncertainties and risks surrounding the development, testing, manufacturing, quality assurance, compliance, marketing and any other step in the supply chain of chemical pharmaceuticals may have a materially adverse effect on the business and financial position of the UCB Group.

7 The UCB Group is dependent on third-party manufacturers and suppliers.

The UCB Group relies upon third-party manufacturers and suppliers in majority (about 75%) regarding some of their products and important ingredients or components of their products and, like all pharmaceutical companies, may continue to look for other third-party manufacturers and suppliers for other products. Given the specialist nature of the industry, there are certain products for which only one supplier exists. The UCB Group cannot be certain that it will be able to enter into satisfactory agreements with third-party manufacturers and/or suppliers or that they will continue to serve as reliable and/or efficient partners. Further, the limited number of suppliers may cause escalation in the cost of supply of certain key products, which would damage the revenue streams of the UCB Group. The failure of the UCB Group to enter into and enforce agreements with such manufacturers and/or suppliers on reasonable terms, if at all, or poor manufacturing or supplying performance of the third-party manufacturers and suppliers could have a material and adverse effect on the business, financial condition and results of operations. Current supply conditions moreover impact cost of goods sold as well as inventory levels of key products, such as finished goods made of biologics drug substances (e.g. Cimzia®).

The development of the biologics pipeline of the UCB Group, including among others bimekizumab and rozanolixizumab, and the ability to meet the market demand as from their launch may heavily depend on a single third party supplier (for more product information, please see section Description of the Issuer, 8c) (“*Central Nervous System*” and “*Immunology*”).

Reallocation of manufacturing capacity may require the sourcing of third-party suppliers of Active Pharmaceutical Ingredient (“API”) (such as for Keppra®, Vimpat®, Zyrtec® and Xyzal®) in order to meet market and supply demand. There is a risk that the new source experiences difficulties in increasing supply.

8 The UCB Group is dependent on research and development partners and commercial partners.

The UCB Group relies on research and development partners, in particular in relation to its early stage operations encompassed in UCB NewMedicines™ and its late stage clinical development at Development and Medical Patient Value Practice. These partnerships depend upon efficient collaboration and stable research strategies. Failure to retain or replace key scientific personnel both internally and in collaborations may have a negative impact on the success of a specific research program. Separately, the UCB Group has looked to partnerships to either out-license some of its non-core products or license in products, and is therefore now reliant on the operational and financial ability of the partners to progress such products to ensure that the partnership is successful. The UCB Group also relies on third parties (including available government funding) to fund or help fund research and development costs and expenses associated with supporting clinical studies and regulatory filings to allow the UCB Group the opportunity to launch and maximise the potential of its products in the marketplace and is therefore now reliant on the abilities of such third parties to progress such products.

The UCB Group has entered into long-term development agreements with various pharmaceutical enterprises, clinical trial operators and financial investors. Such collaboration agreements may include milestone payments, which are dependent on successful clinical development or on meeting specified sales targets, as well as variable royalty payments based on unit sales. On 31 December 2018, the maximum amount that would be paid out if all future milestones are achieved but excluding variable royalty payments based on unit sales and amounts accrued (on a time-value adjusted basis) for milestones already achieved but not yet due, amounted to EUR 816

million on an undiscounted and non-risk adjusted basis. Whilst the related clinical trials may be fully or partly at the risk of the development partner, failure of the clinical trials or failure of the regulatory review would deprive the UCB Group of the potential to receive marketing authorisation of and/or potentially add new indications to the labels of the relevant products.

The UCB Group has acquired third parties' products for further commercialisation in specific geographical areas or therapeutic areas through licensing, co-promotion or co-marketing. Similarly, in view of the ongoing consolidation in the Pharma market, it cannot be excluded that the UCB Group at some point would be solicited for partnering or other types of corporate events. The initiation of such partnerships usually involves material up-front and royalty payments to such third parties based on the evaluation of the potential success of the relevant product. Similarly, the UCB Group holds licences in relation to a number of products which other parties distribute, with the UCB Group receiving royalties in respect of sales by such distributors. In the event that these sales and therefore the royalty payments were to decrease, this may have a significant negative impact on the UCB Group's revenue.

The failure of the UCB Group to enter into such kind of partnership agreements on reasonable terms, if at all, or the poor performance of the third-party products could have a material and adverse effect on the business, financial condition and results of operations of the UCB Group.

9 Existing insurance coverage may turn out to be inadequate or not available.

The UCB Group seeks to mitigate foreseeable risks through insurance coverage, to the extent practicable and subject to availability. Such insurance coverage, however, may not fully cover the risks to which the UCB Group will be exposed, with certain products and circumstances, conduct and events excluded from insurance cover either fully or under certain indications. This can be the case with respect to insurance covering legal and administrative claims as well as with respect to insurance covering other risks (e.g. cyber risks). Considering generally the increasing number of product liability cases in the market and the increasing level of damage awarded to claimants in connection with such cases, in particular in the United States, adequate insurance coverage is or may not be available for certain products or type of products or, if available, it may not be available at reasonable conditions.

The business of the UCB Group will expose it to the risk of product liability claims or other such claims inherent in the development, manufacturing, use, sale and promotion of pharmaceutical products, including medical devices and IT tools (e.g. smartphone apps). The use of any of the product candidates in clinical trials of the UCB Group and the sale of any approved products may expose it to costly and damaging product liability claims and other claims brought by clinical trial participants, consumers, health care providers, pharmaceutical companies, private customers, government entities or others. The amount of the liability insurance coverage of the UCB Group including but not limited to product liability coverage, may not be adequate to cover all expenses the UCB Group might incur. Moreover, insurance coverage is becoming increasingly expensive and for certain products or product categories not available, and the UCB Group is not certain to be able to maintain insurance coverage at a reasonable price or in sufficient amounts to protect the UCB Group against costs, expenses, fees and damages due to potential liability claims on all products. If the UCB Group is unable to obtain insurance at an acceptable cost or otherwise protect against potential product liability claims, it may be exposed to significant liabilities, which may materially and adversely affect its business and financial position. If the UCB Group is sued for injuries or damages allegedly caused by or relating to products it has developed, manufactured, sold or promoted, the liability of the UCB Group could exceed its total assets and the UCB Group could be unable to pay any judgment against it. Even if the UCB Group were able to pay a judgment against it, a successful product liability claim or series of claims brought against the UCB Group could result

in significant capital expenditures and expenses, as well as liabilities, thereby harming the business and operating results of the UCB Group.

The UCB Group will continue to look for the most efficient ways to mitigate its risks, but it cannot guarantee that insurance coverage can be obtained for all products and in case it has been obtained that it would sufficiently cover all potential product liabilities of the UCB Group.

Legal and regulatory risk

1 The loss of patent protection or other exclusivity or ineffective patent protection for marketed products may result in loss of sales to competing products.

Patent protection is considered, in the aggregate, to be of material importance in the UCB Group's marketing of its products in the EU, the U.S. and in most other major markets (see "Intellectual Property" in "Description of the Issuer"). Patents covering products that the UCB Group has introduced normally provide substantial exclusivity, which is important for the successful marketing and sale of its products and its ability to reinvest the proceeds of sales into research and development. Similarly, many products, upon approval by regulatory authorities, benefit from "data exclusivity". This exclusivity is a recognition of the unique work (typically clinical work) performed to demonstrate the safety and efficacy of a product. Exclusivity is an important asset enabling the UCB Group to lawfully sell its protected products for a period of time unimpeded by competition from identical or similar products. The UCB Group will generally seek patents and data exclusivity, where the opportunity exists, covering each of its products in each of the markets where it intends to sell the products and where meaningful patent protection is available.

Even if the UCB Group succeeds in obtaining patents covering its products, third parties may challenge or seek to invalidate or attempt to circumvent its patents and patent applications. It is important for the business of the UCB Group to successfully defend the patent rights that provide exclusivity for its products. Patent litigation and other challenges to the patents of the UCB Group are costly and unpredictable and may deprive the UCB Group of exclusivity for a patented product. In some cases, third party patents may prevent the UCB Group from marketing and selling a product in a particular geographic area.

Generic drug manufacturers in the U.S. may seek marketing approval for pharmaceutical products currently under patent protection, for which the active ingredient is a New Chemical Entity ("NCE"), by attacking the validity or enforceability of a patent, or by developing a formulation of the product that does not infringe the patent (often via so-called Abbreviated New Drug Application filings ("ANDAs") and resulting litigation). NCE products enjoy five years of data exclusivity. Generic drug manufacturers may file their ANDA for approval after the fourth year of data exclusivity (for more information please see "15. Legal Proceedings" in "Description of UCB"). New Biologic Entities ("NBE") enjoy 12 years of data exclusivity in the US. The process by which generic companies could launch biosimilars of a patented NBE is more complex than the ANDA system for NCEs and is developing fast as the interest for biosimilars grows.

If a generic manufacturer succeeds in invalidating a patent protecting one of the products of the UCB Group, or succeeds in developing a non-infringing formulation, that product could be exposed to generic or biosimilar competition before the expected expiration date of the patent. If one or more important products lose patent protection in profitable markets, sales of those products are likely to decline significantly and often in a short timeframe as a result of generic or biosimilar versions of those products becoming available. The results of operations of the UCB Group may be adversely affected by such sales decline. Decisions adversely impacting the UCB Group's patents could also result in third party claims by, for example, direct and indirect purchasers and state and federal governmental entities, seeking damages for having wrongly precluded competition in the market place.

During the life of a patent related to the active ingredient per se in a product, the product at most would normally only be subject to competition from different products with similar indications. After a patent expires or a product loses exclusivity, the owner of the formerly patented product is likely to face increased competition from generic or biosimilar products entering the market, the extent of which will very much depend on various factors like the geographical market, the therapeutic area and the type of disease, the existing competition and the volume of sales of the original product. Typically loss of exclusivity will lead to loss of sales and/or price reductions hence reducing profits of the UCB Group (for more information on the expected expiration dates of the basic patent protection for key products of the UCB Group, please see “11. *Intellectual Property*” in “*Description of UCB*”).

2 Products, including products in development or new indications for existing products, cannot be marketed unless the UCB Group obtains and maintains regulatory approval.

The activities of the UCB Group, including research, drug development, manufacturing and marketing its products, are and will be subject to extensive regulation by numerous authorities in the European Union, including the European Medicine Evaluation Agency, and in the United States, including the Food and Drug Administration, and by other foreign regulatory authorities. Regulations are primarily focused on drug quality, safety and efficacy. The regulatory authorities have substantial discretion to require additional testing, to delay or withhold registration and marketing approval and to mandate product recalls or withdrawals. Regulatory approval also extends to the supply and distribution of products. If a situation occurs where a product is to be recalled and removed from distribution for any length of time, this will have a material adverse effect on the revenues of the UCB Group.

Even if the UCB Group develops new products, or new indications for existing products, it will not be able to market any of those products, respectively not be able to market such indication, unless and until it has obtained the required regulatory approvals in each jurisdiction where it proposes to market the new products, respectively the new indication. For example, in June 2019, the Committee for Medicinal Products for Human Use (CHMP) of the European Medicines Agency adopted a negative opinion for romosozumab (for further information, please refer to Section 8(c) (Research and Development)). On 18 October 2019, following a re-examination procedure, the CHMP of the European Medicines Agency has adopted a positive opinion recommending Marketing Authorization for EVENITY® (romosozumab) for the treatment of severe osteoporosis in postmenopausal women at high risk of fracture and with no history of myocardial infarction or stroke. The CHMP’s recommendation will now be reviewed by the European Commission (EC), which has the authority to approve medicines for use throughout the European Union. A European Commission decision is expected around year-end 2019. Once obtained, the UCB Group must maintain these market authorisations as long as it plans to market its products in each jurisdiction where approval is required. The failure of the UCB Group to obtain approval, significant delays in the approval process or its failure to maintain approval in any jurisdiction will prevent it from selling the new products, respectively marketing the new indication, in that jurisdiction until approval is obtained. The UCB Group will not be able to realise revenues for those new products, respectively the new indication, in any jurisdiction where it does not have approval.

3 Certain developments after regulatory approval has been obtained can impose significant financial and business risks on the UCB Group.

There are a number of events after regulatory approval has been obtained which might lead to a decrease in demand for the UCB Group’s products.

Regulatory authorities in most jurisdictions impose requirements for reporting of adverse events and other safety issues associated with approved products and maintain systems for review of the risks and benefits of marketed products, which can lead to changes in labelling, restrictions on permitted usage, requirements for

additional nonclinical or clinical studies, or suspension or revocation of marketing authorisations. Authorities in many major markets (including the United States, European Union, Japan, and others) are in regular communication with their counterparts in other major jurisdictions, so that regulatory responses to safety issues in one jurisdiction may lead to similar measures elsewhere in the world. Failure to maintain required systems for safety reporting and related regulatory requirements can also lead to imposition of substantial criminal and civil penalties.

Regulatory authorities also maintain requirements for compliance with good manufacturing practice to assure the quality of medical products, and they inspect manufacturing facilities to enforce these requirements. Failure to comply with manufacturing quality requirements can lead to product recalls, suspension or revocation of authorisations, civil or criminal enforcement actions, or other measures that can interrupt supply, lead to withdrawal of products from the market, and result in the imposition of severe penalties. Authorities in major jurisdictions communicate inspectional findings and enforcement actions to one another, and they may coordinate such actions so that recalls or supply interruptions in one market may lead to similar results elsewhere.

Regulatory requirements relating to the safety, effectiveness, and quality of medical products can change over time, so that products and manufacturing processes which were formerly considered to be compliant may no longer be acceptable.

Governments, health insurers, and other entities that pay for medical products under health care systems increasingly demand evidence of cost-effectiveness and conduct health technology assessments, and they may refuse to reimburse or restrict payment for products that are not deemed cost-effective in comparison to other products on the market.

Standards imposed by governments might change. The public expectations as to safety, efficacy, costs and production can shift. Products might be recalled or marketing approval can be withdrawn leading to increased costs and loss of product profitability but also negative publicity and a potential decrease in the popularity of the products and the UCB Group.

The regulating authorities and consumers have increased their focus on safety. The authorities may require additional reviews, research or testing or even re-review the products that have already been granted approval. Increased attention to the outcomes of clinical trials lead to an increased uncertainty as to the market reactions. These matters often result in product and consumer protection liability claims and increased governmental actions in relation to the development, production, labelling and marketing activities.

Promotion and advertising of medical products are subject to strict regulatory controls in most jurisdictions and penalties for non-compliance can be severe. In some jurisdictions (e.g., the United States) non-compliance can lead to exclusion from or debarment as a supplier to publicly funded health care programs.

In some jurisdictions, failure to comply with regulatory requirements relating to the safety, effectiveness, quality, promotion of medical products can expose manufacturers to significant risk of litigation and penalties under consumer protection laws and similar measures in addition to penalties under regulatory legislation.

For more information in this respect please see “Description of the Issuer”, section 6 (b) (*Product Pipeline*) and 8 (c) (*Therapeutic Focus: Research Areas*).

4 The UCB Group faces certain litigation risks and compliance costs, the outcome of which may adversely affect the business.

The outcome of legal proceedings in which the UCB Group is involved, or of potential future litigation, may adversely affect the business, financial condition and results of operations of the UCB Group. Legal proceedings

may include, but are not limited to, patent challenges, commercial disputes, product liability claims, governmental investigations, defending claims or taking action to protect commercial or competitive interests, in a range of jurisdictions and in a number of legal systems. The costs and potential economic consequences of any legal proceedings are difficult to quantify and may be high, particularly in the case of product liability, patent infringement and significant commercial litigation. Material legal proceedings may impact the profit of the business. For example, if a third party patent suit were to result in an adverse judgment, this could even prevent the UCB Group from continuing to market certain of its products or result in possible liabilities or loss of exclusivity for the company. Material legal proceedings concerning UCB Group products may also impact the UCB Group's reputation and, consequently, its business, results of operations or financial condition. The UCB Group is actively managing all litigation and claims relating to its products including ANDA patent litigation, product-related litigation and commercial disputes in the U.S. and elsewhere, as well as various governmental inquiries concerning promotional activities as well as pricing practices.

The UCB Group operates in a heavily regulated environment worldwide. Every aspect of its business is regulated by laws of the countries within which it conducts its business. This includes clinical research and development, manufacturing and supply chain, marketing and promotion of products in the market place, and pricing and price reporting. Any non-compliance with the applicable laws and regulations can result in lengthy and costly investigations and litigations, substantial fines, both civil and criminal penalties, product withdrawals, plant shutdowns and overall reductions of revenue.

Furthermore, stricter safety and health laws and enforcement policies could result in substantial costs and liabilities to the UCB Group. Compliance with these laws could result in significant capital expenditures as well as other costs and liabilities, thereby adversely affecting the UCB Group's business, results of operations or financial condition.

Separately, the UCB Group has made and will continue to consider acquisition opportunities within the pharmaceutical industry. While the UCB Group typically obtains warranties or representations from the seller of such asset or business with respect to certain legal or factual issues, these warranties may not cover all of the issues or situations that may arise following the acquisition, such as additional tax liabilities, and may not fully compensate the UCB Group for any loss it may suffer in relation to the acquired asset or business. In addition, it may be difficult or impossible to enforce warranties or representations against a seller for various reasons, including the expiration of limitation periods or enforcement periods for such warranties or representations.

See Part 15, "Legal Proceedings" of Section "Description of UCB" of this Prospectus, for a description of litigations in which companies of the UCB Group are involved and p. 236 of the UCB's 2018 Annual Report (33.3 Other Provisions) for the provisions accounted for the litigations. While it is not possible to predict with certainty the outcome of any litigation or government investigations, UCB regularly updates its outside auditors on all material litigation and government investigations.

As further detailed in its consolidated audited annual financial statements, the UCB Group makes provisions for known risks, including litigations and product liabilities, based on an assessment together with the UCB Group legal advisers and experts in the different domains and taking into consideration the relevant insurance coverages and probability of occurrence. See also Risk Factor "Existing insurance coverage may turn out to be inadequate or not available" for a description of the insurance coverage policy of UCB.

5 The UCB Group is exposed to risk of changes in tax legislation and the interpretation of such legislation in the jurisdictions in which it operates.

The UCB Group operates in multiple jurisdictions with often complex legal and tax regulatory environments. The tax positions taken are considered by the Group UCB to be supportable and are intended to withstand

challenge from tax authorities. Tax authorities may initiate a review of the UCB Group's compliance with their tax regime and/or with transfer pricing regulations.

There are several such reviews/tax audits ongoing regarding the UCB Group in a number of jurisdictions such as Belgium, China, Denmark, Germany, Hong Kong, India, Ireland, Spain, Taiwan, the UK and the US. As some of the tax positions are uncertain and include interpretations of complex tax laws as well as transfer pricing considerations, the issues under discussion in the framework of such audits can take a number of years to resolve. The UCB Group is not able in all cases to predict with certainty the outcome of such reviews, or the impact that such reviews may have on the business of the UCB Group. In the event that such a review resulted in the issue of fines and/or other penalties, this may have a material adverse effect on the profitability of the UCB Group.

Internal control risk

1 The UCB Group is reliant upon its information technology systems, infrastructure and policies, and any disruption or breach of these may have a negative impact on its business.

The UCB Group relies to a large extent upon sophisticated information technology systems and infrastructure. The size and complexity of its computer systems make such systems and infrastructure potentially vulnerable to breakdown. Also malicious intrusion and random attack, which the UCB Group may be unable to fully anticipate or to timely implement effective and efficient countermeasures against, as well as data privacy breaches by employees and others with permitted access to the UCB Group's technology systems may pose a risk that sensitive data may be exposed to unauthorised persons or to the public. While the UCB Group has invested heavily in protection of data and information technology, and has implemented risk management processes, there can be no assurance that its efforts will prevent violations of policies or breaches, breakdowns in its technology systems that could adversely affect its business.

The expansion of new technologies and the development of new uses, such as social media platforms, expose the UCB Group to new threats. The UCB Group has no control over the content of the information provided on third party and social media platforms. This could trigger reputational risks for the UCB Group.

Environmental, social and governance risks

1 The UCB Group relies on its key personnel.

The UCB Group is highly dependent upon the senior management and the scientific team, the loss (or the impossibility to replace them) of whose services might impede the achievement of the scientific development and commercial objectives, or the manner in which the UCB Group is able to conduct its business. Competition for key personnel with the experience that is required is intense and is expected to continue to increase. In spite of a dynamic and inspirational corporate culture (see Chapter 3 "Our People" of our 2018 Annual Report) There is a risk that the UCB Group will not be able to retain key personnel, or that the UCB Group will not be able to recruit new key personnel in the future.

2 Environmental liabilities and compliance costs may have a significant negative effect on operating results of the UCB Group.

The environmental laws of various jurisdictions impose actual and potential obligations on the UCB Group to remediate contaminated sites. These obligations may relate to sites that the UCB Group currently owns or operates; that the UCB Group formerly owned or operated and in relation to which the UCB Group retains some contractual liabilities in addition to any legal responsibility (in the pharmaceuticals, chemicals or films industry); or where property owned by third parties was contaminated by the emission or spill of contaminants

for which the UCB Group bears responsibility. Steps have been taken either to remediate certain sites or to agree settlements with respect to contaminated areas, limiting the UCB Group's potential liabilities in this area.

The costs of these environmental remediation obligations could significantly reduce the UCB Group's operating results. In particular, the UCB Group's accruals for these obligations may be insufficient if the assumptions underlying these accruals prove incorrect or if the UCB Group is held responsible for additional, currently undiscovered, contamination. Furthermore, the UCB Group may become involved in claims, lawsuits and administrative proceedings relating to environmental matters. Stricter health, safety and environmental laws and regulations as well as enforcement policies could result in substantial liabilities and costs to the UCB Group and could subject its handling, manufacturing, use, reuse or disposal of substances or materials to more rigorous scrutiny than is currently the case. Consequently, compliance with these laws and regulations could result in significant capital expenditures and expenses, as well as liabilities, thereby harming the business and operating results of the UCB Group.

For more information on provisions accounted for environmental liabilities, please see p. 235 of UCB's 2018 Annual Report (33.1 "Environmental Provisions").

Factors which are material for the purpose of assessing the market risks associated with Notes issued under the Programme

1 If the Issuer has the right to redeem Notes at its option, this may limit the market value of the Notes concerned and an investor may not be able to reinvest the redemption proceeds in a manner which achieves a similar effective return.

In addition to Early Redemption in the event of the occurrence of an Event of Default, the Issuer has the option, if so provided in the relevant Final Terms, to redeem the Notes, in whole or in part, or in whole but not in part, as the case may be, under a call option as provided in Condition 5(c) (Redemption for Taxation Reasons), a Clean-Up Call as provided in Condition 5(d)(i), a 3-Months Par Call as provided in Condition 5(d)(ii), an Acquisition Event Call as provided in Condition 5(d)(iii) and/or a Make-Whole Call as provided in Condition 5(d)(iv).

The optional redemption feature of Notes is likely to limit their market value. During any period when the Issuer may elect to redeem Notes, the market value of those Notes generally will not rise substantially above the price at which they can be redeemed. This also may be true prior to any redemption period. As a consequence, the yields received upon redemption may be lower than expected, and the redeemed face amount of the Notes may be lower than the purchase price for the Notes paid by the Noteholder. As a consequence, part of the capital invested by the Noteholder may be lost, so that the Noteholder in such case would not receive the total amount of the capital invested. In addition, investors that choose to reinvest monies they receive through an early redemption may be able to do so only in securities with a lower yield than the redeemed Notes.

In particular, with respect to the Clean-Up Call, there is no obligation under the Terms and Conditions of the Notes for the Issuer to inform investors if and when the limit needed to exercise the clean-up call option has been reached or is about to be reached, and the Issuer's right to redeem will exist notwithstanding that immediately prior to the serving of a notice in respect of the exercise of the clean-up call option, the Notes may have been trading significantly above par, thus potentially resulting in a loss of capital invested.

Also, depending on the number of Notes of the same Series in respect of which a partial redemption of the Notes at the option of the Issuer or at the option of the Noteholders is made, any trading market in respect of those Notes in respect of which such option is not exercised may become illiquid.

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

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

Fixed-to-Floating Rate and Floating-to-Fixed Rate Notes may bear interest at a rate that converts from a fixed rate to a floating rate or from a floating rate to a fixed rate. Where UCB has the right to effect such a conversion, this will affect the secondary market and the market value of the Notes since UCB may be expected to convert the rate when it is likely to produce a lower overall cost of borrowing. If UCB converts from a fixed rate to a floating rate in such circumstances, the spread on the Fixed-to-Floating Rate and 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 UCB converts from a floating rate to a fixed rate in such circumstances, the fixed rate may be lower than then prevailing rates on its Notes.

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

3 Risks related to the structure of a particular issue of Floating Rate Notes

Reference Rates and indices, including interest rate benchmarks, such as the Euro Interbank Offered Rate (“**EURIBOR**”) and the London Interbank Offered Rate (“**LIBOR**”), which are used to determine the amounts payable under financial instruments or the value of such financial instruments (Benchmarks), have, in recent years, been the subject of political and regulatory scrutiny as to how they are created and operated. This has resulted in regulatory reform and changes to existing Benchmarks, with further changes anticipated. These reforms and changes may cause a Benchmark to perform differently than it has done in the past or to be discontinued. Any change in the performance of a Benchmark or its discontinuation could have a material adverse effect on any Notes referencing or linked to such Benchmark.

Regulation (EU) 2016/1011 (the “**Benchmark Regulation**”), which became applicable on 1 January 2018, applies to the provision of Benchmarks, the contribution of input data to a Benchmark and the use of a Benchmark within the European Union. Among other things, the Benchmark Regulation (i) requires Benchmark administrators to be authorised or registered (or if based outside the European Union, to be subject to an equivalent regime or otherwise recognised or endorsed) and (ii) prevents certain uses by EU supervised entities of Benchmarks of administrators that are not authorised or registered (or if based outside the European Union, not deemed equivalent, recognised or endorsed). Pursuant to the Benchmark Regulation, an index provider needs to apply for authorisation or registration by 1 January 2020. It may, however, continue to provide an existing Benchmark (i.e., a Benchmark existing on or before 1 January 2018) until 1 January 2020 or, where an application for authorisation or registration is submitted, unless and until the authorisation or registration is refused.

In March 2017, the European Money Markets Institute (“**EMMI**”) published a position paper setting out the legal grounds for certain proposed reforms to EURIBOR. The proposed reforms seek to (i) clarify the EURIBOR specification, (ii) align the current methodology with the Benchmark Regulation, the IOSCO Principles (i.e., nineteen principles which are to apply to Benchmarks used in financial markets as published by the Board of the International Organisation of Securities Commissions in July 2013) and other regulatory recommendations and (iii) adapt the methodology to better reflect current market conditions. EMMI is more specifically aiming to evolve the current quote based methodology to a transaction based methodology in order to better reflect the underlying interest that it intends to measure and adapt to the prevailing market conditions. In particular, it is contemplated that it will be anchored on actual market transaction input data, whenever

available, and on other funding sources if transaction data are insufficient. In a statement published in January 2018, EMMI indicated that it aims to launch the hybrid methodology for EURIBOR by the fourth quarter of 2019 at the latest, in accordance with the transitional period provided for by the Benchmark Regulation. As presented in a first stakeholder consultation paper published by EMMI at the end of March 2018, the proposed hybrid methodology is composed of a three-level waterfall, which leverages on market transactions whenever available. In February 2019, EMMI published the summary of stakeholder feedback on a second consultation paper on a hybrid methodology for EURIBOR. At the same time, EMMI also published a blueprint of the methodology, targeted to non-expert audiences and aimed at providing further transparency and clarity on the hybrid methodology.

On 27 July 2017, the Chief Executive of the United Kingdom Financial Conduct Authority, which regulates LIBOR, announced that it does not intend to continue to persuade, or use its powers to compel, panel banks to submit rates for the calculation of LIBOR to the administrator of LIBOR after 2021. The announcement indicates that the continuation of LIBOR on the current basis is not guaranteed after 2021.

The Conditions provide for certain fall-back arrangements in the event that a relevant published Benchmark becomes unavailable. Moreover, Floating Rate Notes shall only be issued if X-Only issuance is specified as “applicable” in the relevant Final Terms.

Where Screen Rate Determination is specified as the manner in which the Rate of Interest in respect of Floating Rate Notes is to be determined, the Conditions provide that the Rate of Interest shall be determined by reference to the Relevant Screen Page (or its successor or replacement). In circumstances where such Original Reference Rate is discontinued, neither the Relevant Screen Page, nor any successor or replacement may be available.

Where the Relevant Screen Page is not available and no successor or replacement for the Relevant Screen Page is available, the Conditions provide for the Rate of Interest to be determined by the Listing and Paying Agent or the Calculation Agent, as applicable, by reference to quotations from Reference Banks communicated to the Issuer or any third party appointed by the Issuer.

Where such quotations are not available (as may be the case if the Reference Banks are not submitting rates for the determination of such Original Reference Rate), the Rate of Interest may ultimately revert to the Rate of Interest applicable as at the last preceding Interest Determination Date before the Original Reference Rate was discontinued. Uncertainty as to the continuation of the Original Reference Rate, the availability of quotes from Reference Banks and the rate that would be applicable if the Original Reference Rate is discontinued may adversely affect the value of, and return on, the Floating Rate Notes.

If a Benchmark Event (as defined in Condition 4(k) (*Benchmark discontinuation*)) (which, amongst other events, includes the permanent discontinuation of an Original Reference Rate) occurs, the Issuer shall use its reasonable endeavours to appoint an Independent Adviser. The Independent Adviser shall endeavour to determine a Successor Rate or Alternative Rate to be used in place of the Original Reference Rate. The use of any such Successor Rate or Alternative Rate to determine the Rate of Interest will result in Notes linked to or referencing the Original Reference Rate performing differently (which may include payment of a lower Rate of Interest) than they would do if the Original Reference Rate were to continue to apply in its current form.

Furthermore, if a Successor Rate or Alternative Rate for the Original Reference Rate is determined by the Independent Adviser, the Conditions provide that the Issuer may vary the Conditions and/or the Agency Agreement as necessary to ensure the proper operation of such Successor Rate or Alternative Rate, without any requirement for consent or approval of the Noteholders.

If a Successor Rate or Alternative Rate is determined by the Independent Adviser, the Conditions also provide that an Adjustment Spread may be determined by the Independent Adviser and applied to such Successor Rate or Alternative Rate. The aim of the Adjustment Spread is to reduce or eliminate, to the extent reasonably

practicable, any economic prejudice or benefit (as the case may be) to Noteholders as a result of the replacement of the Original Reference Rate with the Successor Rate or the Alternative Rate. However, it may not be possible to determine or apply an Adjustment Spread, and even if an Adjustment Spread is applied, such Adjustment Spread may not be effective to reduce or eliminate economic prejudice to Noteholders. If no Adjustment Spread can be determined, a Successor Rate or Alternative Rate may nonetheless be used to determine the Rate of Interest. The use of any Successor Rate or Alternative Rate (including with the application of an Adjustment Spread) will still result in Notes linked to or referencing the Original Reference Rate performing differently (which may include payment of a lower Rate of Interest) than they would if the Original Reference Rate were to continue to apply in its current form.

The Issuer may be unable to appoint an Independent Adviser or the Independent Adviser may not be able to determine a Successor Rate or Alternative Rate in accordance with the Conditions.

Where the Issuer is unable to appoint an Independent Adviser or the Independent Adviser is unable to determine a Successor Rate or Alternative Rate before the next Interest Determination Date, the Rate of Interest for the next succeeding Interest Period will be the Rate of Interest applicable in respect of the immediately preceding Interest Period, or, if applicable, the Initial Rate of Interest.

Applying the Initial Rate of Interest or the Rate of Interest applicable in respect of the immediately preceding Interest Period will result in Notes linked to or referencing the relevant Benchmark performing differently (which may include payment of a lower Rate of Interest) than they would do if the relevant Benchmark were to continue to apply or if a Successor Rate or Alternative Rate could be determined.

If the Issuer is unable to appoint an Independent Adviser or the Independent Adviser fails to determine a Successor Rate or Alternative Rate for the life of the relevant Notes, the Initial Rate of Interest or the Interest applicable in respect of the immediately preceding Interest Period will continue to apply to maturity. This will result in the Floating Rate Notes, in effect, becoming fixed rate Notes.

4 The Change of Control Put

If a Change of Control Put is specified in the relevant Final Terms as being applicable, each holder of Notes of the relevant Series will have the right to require UCB to repurchase all or any part of such holder's Notes at the Put Redemption Amount upon the occurrence of a Change of Control and, if applicable, a Rating Downgrade in respect of UCB, in accordance with the Conditions. The Change of Control Put in Notes issued prior to 30 April 2020 has already been approved by UCB's shareholders. However, the Change of Control Put in respect of all Notes issued on or after 30 April 2020 is subject to the approval of UCB's shareholders. The approval of the Change of Control Put is expected to be raised at the general meeting of shareholders of UCB to be held on 30 April 2020. In the event that the shareholders do not approve the Change of Control Put as detailed in Condition 5(e)(i), such provision will not be effective in respect of all Notes issued on or after 30 April 2020.

In the event that such Change of Control Put right is exercised by holders of at least 85 per cent. of the aggregate principal amount of the relevant Series, UCB may, at its option, only if the Prohibition of Sales to Belgian Consumers is specified as applicable in the applicable Final Term, redeem all (but not some only) of the Notes then outstanding pursuant to Condition 5(e)(i). However, Noteholders should be aware that, in the event that (i) holders of 85 per cent. or more of the aggregate principal amount of the relevant Series exercise their option under Condition 5(e)(i), but UCB does not elect to redeem the remaining outstanding Notes, or (ii) holders of a significant proportion, but less than 85 per cent. of the aggregate principal amount of the relevant Series exercise their option under Condition 5(e)(i), Notes in respect of which the Change of Control Put is not exercised may be illiquid and difficult to trade.

Potential investors should be aware that the Change of Control Put can only be exercised in specified circumstances of a Change of Control as defined in the Conditions and, if applicable, a Rating Downgrade of

UCB, which may not cover all situations where a change of control may occur or where successive changes of control occur in relation to UCB.

Beneficial holders of Notes deciding to exercise the Change of Control have to do this through the bank or other financial intermediary (if any) through which they hold the Notes (the “Financial Intermediary”) and are advised to check when such Financial Intermediary would require the receipt of instructions and Change of Control Put Exercise Notices in order to meet the deadlines for such exercise to be effective. The fees and/or costs, if any, of the relevant Financial Intermediary shall be borne by the relevant holders.

5 Modifications and waivers.

The Terms and Conditions of the Notes contain provisions for calling meetings of Noteholders to consider matters affecting their interests generally. These provisions permit defined majorities to bind all Noteholders including Noteholders who did not attend and vote at the relevant meeting and Noteholders who voted in a manner contrary to the majority. In addition, modifications, waivers or authorisations of any breach or proposed breach of or any failure to comply with, the Agency Agreement and/or the Clearing Services Agreement will be permitted if to do so could not reasonably be expected to be materially prejudicial to the interests of the Noteholders or which in the Listing and Paying Agent’s opinion is of a formal, minor or technical nature or is made to correct a manifest error to comply with mandatory provisions of law.

Furthermore, the Agency Agreement provides that, if authorised by UCB, a resolution in writing signed by or on behalf of Noteholders of not less than 75 per cent. of the aggregate principal amount of the relevant Notes shall for all purposes be as valid and effective as an Extraordinary Resolution passed at a meeting of Noteholders duly convened and held, provided that the terms of the proposed resolution have been notified in advance to the Noteholders through the relevant clearing system(s). Investors might therefore be bound by certain amendments to the Notes to which they did not consent.

6 Potential Conflicts of Interest.

Potential Investors should be aware that the Issuer and other members of the UCB Group are involved in a general business relation or/and in specific transactions (including without limitation, long or short term financing facilities) with the Arranger, the Calculation Agent, if any, and each of the Dealers (and their respective affiliates, including their respective parent companies, if any) and that they might have conflicts of interests which could have an adverse effect to the interests of the Noteholders. Potential Investors should also be aware that the Arranger, the Calculation Agent, if any, and each of the Dealers (and their respective affiliates, including their respective parent companies, if any) may hold from time to time debt securities, shares or/and other financial instruments of UCB. For instance, the Dealers or affiliates of the Dealers are part of the EUR 1.0 billion committed syndicated credit facility due to mature in 2024.

The Dealers and their affiliates (including their respective parent companies, where applicable) have engaged in, and may in the future engage in, investment banking and other commercial dealings with, and may perform services for, the Issuer or its affiliates. They have received, or may in the future receive, customary fees and commissions for these transactions. In addition, in the ordinary course of their business activities, the Dealers and their affiliates (including their respective parent companies, where applicable) 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 its affiliates. Certain of the Dealers or their affiliates that have a lending relationship with the Issuer routinely hedge their credit exposure to the Issuer consistent with their customary risk management policies. Typically, such Dealers and their affiliates would hedge such exposure by entering into transactions which consist of either the purchase of credit default swaps or the creation of short positions in securities, including potentially the Notes issued

under the Programme. Any such short positions could adversely affect future trading prices of Notes issued under the Programme. The Dealers and their affiliates (including their respective parent companies, where applicable) 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.

IMPORTANT INFORMATION

This Base Prospectus is a base prospectus for the purposes of Article 8 of the Prospectus Regulation and for the purpose of giving information with regard to the Issuer and its subsidiaries taken as a whole (the “UCB Group”) and the Notes which, according to the particular nature of the Issuer and the Notes, is necessary to enable investors to make an informed assessment of the assets and liabilities, financial position, profit and losses and prospects of such Issuer. This Base Prospectus has been approved as a base prospectus for the purposes of Article 8 of the Prospectus Regulation on 22 October 2019 by the FSMA in its capacity as competent authority under the Article 20 of the Prospectus Regulation.

This Base Prospectus is to be read in conjunction with all documents which are incorporated herein by reference (see “Documents Incorporated by Reference”). This Base Prospectus shall be read and construed on the basis that such documents are incorporated and form part of this Base Prospectus.

Neither the Arranger nor the Dealers have independently verified the information contained herein. Accordingly, no representation, warranty or undertaking, express or implied, is made and no responsibility or liability is accepted by the Arranger or the Dealers as to the accuracy or completeness of the information contained or incorporated in this Base Prospectus or any other information provided by the Issuer in connection with the Programme. Neither the Arranger nor any Dealer accepts any liability in relation to the information contained or incorporated by reference in this Base Prospectus or any other information provided by the Issuer in connection with the Programme or any responsibility for any acts or omissions of the Issuer, or any other person (other than the relevant Arranger or Dealer) in connection with the Base Prospectus or the issue and offering of Notes.

Other than in relation to the documents which are deemed to be incorporated by reference (see “Documents Incorporated by Reference”), 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 FSMA.

No person is or has been authorised by the Issuer to give any information or to make any representation not contained in or not consistent with this Base Prospectus or any other information supplied in connection with the Programme or the Notes and, if given or made, such information or representation must not be relied upon as having been authorised by the Issuer, the Arranger or any of the Dealers.

Neither this Base Prospectus nor any other information supplied in connection with the Programme or any Notes (i) is intended to provide the basis of any credit or other evaluation or (ii) should be considered as a recommendation by the Issuer, the Arranger or any of the Dealers that any recipient of this Base Prospectus or any other information supplied in connection with the Programme or any Notes should purchase any Notes. Each investor contemplating purchasing any Notes should make its own independent investigation of the financial condition and affairs, and its own appraisal of the creditworthiness of the Issuer. Neither this Base Prospectus nor any other information supplied in connection with the Programme or the issue of any Notes constitutes an offer or invitation by or on behalf of the Issuer, the Arranger or any of the Dealers to any person to subscribe for or to purchase any Notes.

Neither the delivery of this Base Prospectus nor the offering, sale or delivery of any Notes shall in any circumstances imply that the information contained herein concerning the Issuer is correct at any time subsequent to the date hereof or that any other information supplied in connection with the Programme is correct as of any time subsequent to the date indicated in the document containing the same. However, in the event of a significant new factor, material mistake or material inaccuracy relating to the information included in this Base Prospectus which may affect the assessment of the securities and which arises or is noted between the time when the prospectus is approved and the closing of the offer period or the time when trading on a regulated

market begins, whichever occurs later, we shall publish a supplement to this Base Prospectus without undue delay.

The Arranger and the Dealers expressly do not undertake to review the financial condition or affairs of the Issuer during the life of the Programme or to advise any investor in the Notes of any information coming to their attention.

IMPORTANT INFORMATION RELATING TO THE USE OF THIS BASE PROSPECTUS AND OFFERS OF NOTES GENERALLY

This Base Prospectus does not constitute an offer to sell or the solicitation of an offer to buy any Notes in any jurisdiction to any person to whom it is unlawful to make the offer or solicitation in any such jurisdiction.

The distribution of this Base Prospectus and the offer or sale of Notes may be restricted by law in certain jurisdictions. None of the Issuer, the Arranger or any of the Dealers represents that this Base Prospectus may be lawfully distributed, or that any Notes may be lawfully offered, in compliance with any applicable registration or other requirements in any such jurisdiction, or pursuant to an exemption available thereunder, or assume any responsibility for facilitating any such distribution or offering. In particular, unless specifically indicated to the contrary in the applicable Final Terms, no action has been taken by the Issuer, the Arranger or any of the Dealers which is intended to permit an offer to the public of any Notes or distribution of this Base Prospectus in any jurisdiction where action for that purpose is required. Accordingly, no Notes may be offered or sold, directly or indirectly, and neither this Base Prospectus nor any advertisement or other offering material may be distributed or published in any jurisdiction, except under circumstances that will result in compliance with any applicable laws and regulations. Persons into whose possession this Base Prospectus or any Notes may come must inform themselves about, and observe, any such restrictions on the distribution of this Base Prospectus and the offering and sale of Notes. In particular, there are restrictions on the distribution of this Base Prospectus and the offer or sale of Notes in the United States, the European Economic Area (including Belgium and the United Kingdom) and Japan (see “Subscription and Sale”).

The Notes have not been and will not be registered under the United States Securities Act of 1933, as amended (the “**Securities Act**”) or any U.S. State securities laws and 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 unless an exemption from the registration requirements of the Securities Act is available and in accordance with all applicable securities laws of any state of the United States and any other jurisdiction (see “Subscription and Sale”).

The Notes may not be a suitable investment for all investors. In particular, each potential investor may wish to consider, either on its own or with the help of its financial and other professional advisers, whether it:

- (i) has sufficient knowledge and experience to make a meaningful evaluation of the Notes, the merits and risks of investing in the Notes and the information contained or incorporated by reference in this Base Prospectus or any applicable supplement;
- (ii) has access to, and knowledge of, appropriate analytical tools to evaluate, in the context of its particular financial situation, an investment in the Notes and the impact the Notes will have on its overall investment portfolio;
- (iii) has sufficient financial resources and liquidity to bear all of the risks of an investment in the Notes, including Notes where the currency for principal or interest payments is different from the potential investor’s currency;
- (iv) understands thoroughly the terms of the Notes and is familiar with the behaviour of any relevant financial markets; and

- (v) is able to evaluate possible scenarios for economic, interest rate and other factors that may affect its investment and its ability to bear the applicable risks.

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

Potential purchasers and sellers of the Notes should be aware that they may be required to pay taxes or other documentary charges or duties in accordance with the laws and practices of the country where the Notes are transferred or other jurisdictions. Potential Investors are advised not to rely upon the tax summary contained in this Base Prospectus but to ask for their own tax advisers' advice on their individual taxation with respect to the acquisition, sale and redemption of the Notes. Only these advisers are in a position to duly consider the specific situation of the potential Investor. This investment consideration has to be read in connection with the Taxation section of this Base Prospectus.

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

RESTRICTIONS ON MARKETING AND SALES TO RETAIL INVESTORS

PRIIPs / important – EEA retail investors – If the Prohibition of Sales to EEA Retail Investors is specified as applicable in the applicable Final Terms, 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 MiFID II or (ii) a customer within the meaning of Directive 2016/97/EC (as amended or superseded, the “**Insurance Distribution Directive**”), where that customer would not qualify as a professional client as defined in point (10) of Article 4(1) of MiFID II.

Prohibition of sales to consumers in Belgium – If the Prohibition of Sales to Belgian Consumers is specified as applicable in the applicable Final Terms, the Notes are not intended to be offered, sold or otherwise made available, and should not be offered, sold or otherwise made available, in Belgium to “consumers” (*consumenten/consommateurs*) within the meaning of the Belgian Code of Economic Law (*Wetboek economisch recht/Code de droit économique*), as amended.

Benchmark Regulation – Amounts payable under the Notes may be calculated by reference to the Euro Interbank Offered Rate (EURIBOR) or the London Interbank Offered Rate (LIBOR), which are provided by the European Money Markets Institute (EMMI) and the ICE Benchmark Administration Limited (ICE), respectively. As at the date of this Base Prospectus, EMMI and ICE appear on the register of administrators and benchmarks established and maintained by the European Securities and Markets Authority (“**ESMA**”) pursuant to Article 36 of the Benchmark Regulation (Regulation (EU) 2016/1011) (the “**Benchmark Regulation**”).

PRESENTATION OF INFORMATION

All references in this document to U.S. dollars, U.S.\$, USD and \$ refer to United States dollars and all references to £, pounds and Sterling are to pounds sterling. In addition, all references to EUR, euro and € refer to the currency introduced at the start of the third stage of European economic and monetary union pursuant to the Treaty on the Functioning of the European Union, as amended.

RESPONSIBILITY STATEMENT

The Issuer accepts responsibility for the information contained in this Base Prospectus and the Final Terms for each Tranche of Notes issued under the Programme. To the best of the knowledge of the Issuer (having taken all reasonable care to ensure that this is the case) the information contained in this Base Prospectus is in accordance with the facts and does not omit anything likely to affect its import.

PROSPECTUS SUPPLEMENT

If at any time the Issuer shall be required to prepare a Prospectus supplement pursuant to Article 23 of the Prospectus Regulation, the Issuer will prepare and make available an appropriate amendment or supplement to this Base Prospectus which, in respect of any subsequent issue of Notes to be listed and admitted to trading on the Euronext Brussels' regulated market, shall constitute a Prospectus supplement as required by Article 23 of the Prospectus Regulation.

If at any time during the duration of the Programme there is a significant new factor, material mistake or inaccuracy relating to information contained in this Base Prospectus which is capable of affecting the assessment of any Notes, the Issuer shall prepare and publish an amendment or supplement to this Base Prospectus or publish a replacement Prospectus for use in connection with any subsequent offering of the Notes and shall supply to each Dealer such number of copies of such supplement hereto as such Dealer may reasonably request. The supplement shall contain a consolidated version of the supplemented prospectus in an annex, where such consolidated version is necessary to ensure comprehensibility of the information given in the Base Prospectus.

Investors who have already agreed to purchase or subscribe for the Notes before the supplement is published shall have the right, exercisable within two working days after the publication of the supplement, to withdraw their acceptances, provided that the significant new factor, material mistake or material inaccuracy arose or was noted before the closing of the offer period or the delivery of the Notes, whichever occurs first

STABILISATION

In connection with the issue of any Tranche of Notes, the Dealer or Dealers (if any) named as the Stabilising Manager(s) (or persons acting on behalf of any Stabilising Manager(s)) in the applicable Final Terms may over-allot Notes or effect transactions with a view to supporting the market price of the Notes at a level higher than that which might otherwise prevail. However, there is no assurance that the Stabilising Manager(s) (or persons acting on behalf of a Stabilising Manager) will undertake stabilisation action. Any stabilisation action or over-allotment may begin on or after the date on which adequate public disclosure of the terms of the offer of the relevant Tranche of Notes is made and, if begun, may be ended at any time, but it must end no later than the earlier of 30 days after the issue date of the relevant Tranche of Notes and 60 days after the date of the allotment of the relevant Tranche of Notes.

Any stabilisation action or over-allotment must be conducted by the relevant Stabilising Manager(s) (or persons acting on behalf of any Stabilising Manager(s)) in accordance with all applicable laws and rules.

DOCUMENTS INCORPORATED BY REFERENCE

This Base Prospectus should be read and construed in conjunction with (i) the audited annual consolidated financial statements of UCB for the financial years ended 31 December 2017 and 31 December 2018, drawn up in accordance with International Financial Reporting Standards as adopted for use in the European Union together in each case with the audit report thereon, (ii) the unaudited interim consolidated financial statements of UCB for the 6-month period ended 30 June 2019 together with the limited review reports thereon, (iii) the press releases issued by UCB and listed hereunder, and (iv) the specific sections and pages of the UCB's 2018 Annual Report referred to in this Base Prospectus, which have been previously published and which have been filed with the FSMA. Such documents shall be incorporated in and form part of this Base Prospectus, save that any statement contained in a document which is incorporated by reference herein shall 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, except as so modified or superseded, constitute a part of this Base Prospectus.

Copies of documents incorporated by reference in this Base Prospectus may be obtained without charge from the registered offices of the Issuer and the website of UCB (www.ucb.com). For the avoidance of doubt, the information on the website of the Issuer does not form part of this Base Prospectus unless that information is specifically incorporated by reference into this Base Prospectus.

The table below sets out the relevant page references for the audited annual consolidated financial statements for the financial years ended 31 December 2017 and 31 December 2018, respectively, as set out in UCB's Annual Report and the unaudited interim financial statements for the 6-month period ended 30 June 2019 as set out in UCB's Half-Yearly Report.

UCB confirms that it has obtained the approval from its auditors to incorporate by reference in this Base Prospectus the auditor's reports for the financial years ended 31 December 2017 and 31 December 2018.

Information contained in the documents incorporated by reference other than information listed in the table below is for information purposes only, and does not form part of this Base Prospectus. Moreover, where only certain parts of a document are incorporated by reference, the non-incorporated parts are either not relevant for the investor or covered elsewhere in this Base Prospectus.

Annual Report and Consolidated audited annual financial statements of UCB for the financial year ended 31 December 2018

https://www.ucb.com/_up/ucb_com_ir/documents/2018%20integrated%20annual%20report%20-%20ENG.pdf

	UCB Annual Report 2018
Chapter 1 (Our Patient Value Strategy)	Pages 14 - 31
Global pricing and access challenges	Page 52
Corporate governance statement	Pages 54-99
Chapter 3 (Our People)	Pages 99-118
Business performance review ¹	Pages 146-159
Consolidated income statement	Page 160
Consolidated statement of comprehensive income	Pages 161

¹ Except the paragraphe headed "Outlook 2019" on page 159.

UCB Annual Report 2018

Consolidated statement of financial position	Pag 162
Consolidated statement of cash flows	Page 163
Consolidated statement of changes in equity	Page 164
Notes to the consolidated financial statements	Pages 165-253
Statutory auditor's report	Pages 255-261

Consolidated audited annual financial statements of UCB for the financial year ended 31 December 2017

https://www.ucb.com/_up/ucb_com_ir/documents/2017%20annual%20report%20-%20ENG.pdf

UCB Annual Report 2017

Business performance review ²	Page 70-81
Corporate governance statement	Page 30
Consolidated income statement	Page 84
Consolidated statement of comprehensive income	Page 85
Consolidated statement of financial position	Page 86
Consolidated statement of cash flows	Page 87
Consolidated statement of changes in equity	Page 89
Notes to the consolidated financial statements	Page 90-177
Report of the statutory auditor	Page 181

Condensed consolidated unaudited interim financial statements of UCB for the 6-month period ended 30 June 2019

https://www.ucb.com/_up/ucb_com_ir/documents/2019%20HY%20report%20-%20mgt%20report%20-%20ENG%20-%20final.pdf

UCB Half-Year Report 2019

Business performance review ³	Pages 3-14
Condensed consolidated income statement	Page 15
Condensed consolidated statement of comprehensive income	Page 16
Condensed consolidated statement of financial position	Page 17
Condensed consolidated statement of cash flows	Page 18
Condensed consolidated statement of changes in equity	Page 19
Notes to the condensed consolidated financial statements	Pages 20-38
Report of the statutory auditor	Page 39

² Except the paragraph headed "Outlook 2018" on page 81.

³ Except the paragraph headed "Outlook 2019 confirmed" on page 14.

Other documents incorporated by reference

- Press release of 10 October 2019: “*UCB agrees to acquire Ra Pharmaceuticals: Joining forces to improve treatment options for people living with myasthenia gravis and other rare diseases*”.
<https://www.ucb.com/stories-media/Press-Releases/article/UCB-agrees-to-acquire-Ra-Pharmaceuticals-Joining-forces-to-improve-treatment-options-for-people-living-with-myasthenia-gravis-and-other-rare-diseases>
- Press release of 17 October 2019: “*Bimekizumab Phase 3 Psoriasis Study Meets All Endpoints, Achieving Significantly Greater Efficacy Versus Placebo and Ustekinumab*”.
<https://www.ucb.com/stories-media/Press-Releases/article/Bimekizumab-Phase-3-Psoriasis-Study-Meets-All-Endpoints-Achieving-Significantly-Greater-Efficacy-Versus-Placebo-and-Ustekinumab>
- Press release of 18 October 2019: “*EVENTITY® (romosozumab) Receives Positive CHMP Opinion for the Treatment of Severe Osteoporosis in Postmenopausal Women at High Risk of Fracture*”.
<https://www.ucb.com/stories-media/Press-Releases/article/EVENTITY-romosozumab-Receives-Positive-CHMP-Opinion-for-the-Treatment-of-Severe-Osteoporosis-in-Postmenopausal-Women-at-High-Risk-of-Fracture>

TERMS AND CONDITIONS OF THE NOTES

The following is the text of the terms and conditions (the “Conditions”) that, subject to completion in accordance with the provisions of Part A of the relevant Final Terms, shall be applicable to the Notes. The text of the Conditions will not be endorsed on physical documents of title but will be constituted by the following text as completed, amended or varied by the provisions of Part A of the relevant Final Terms. All capitalised terms that are not defined in these Conditions will have the meanings given to them in the relevant Final Terms. References in the Conditions to “Notes” are to the Notes of one Series only, not to all Notes that may be issued under the Programme. .

The Notes are issued by UCB SA, a société anonyme, organised under the laws of Belgium, having its registered office at 60, Allée de la Recherche, B-1070 Brussels and registered with the RLP Brussels under number 0403.053.608 (the “**Issuer**”) pursuant to an amended and restated paying, calculation and listing agency agreement dated 22 October 2019 (as amended and supplemented from time to time, the “**Agency Agreement**”), between the Issuer and BNP Paribas Securities Services SCA, Brussels Branch as Listing and Paying Agent and a clearing services agreement dated on or about 22 October 2019 (as amended and supplemented from time to time, the “**Clearing Services Agreement**”) between the Issuer, the National Bank of Belgium (the “**NBB**”) and the Listing Paying Agent. The Listing and Paying Agent and the calculation agent(s) for the time being (if any) are referred to below as the “**Listing and Paying Agent**” and the “**Calculation Agent(s)**”, respectively, which expressions include any successor appointed from time to time in connection with the Notes.

The Noteholders (as defined below) are deemed to have notice of all of the provisions of the Agency Agreement and the Clearing Services Agreement applicable to them.

Copies of the Agency Agreement and the Clearing Services Agreement are available for inspection free of charge at the specified offices of the Issuer during normal business hours, so long as any of the Notes is outstanding.

References herein to “**Conditions**” are, unless the context otherwise requires, to the numbered paragraphs below.

References herein to the “**Notes**” shall be references to the Notes of this Series.

References herein to the “**relevant Final Terms**” are to Part A of the Final Terms (or the relevant provisions thereof) attached to or endorsed into the Notes.

References herein to “**Tranche**” mean Notes which are identical in all respects (including as to listing and admission to trading) and “**Series**” means a Tranche of Notes together with any further Tranche or Tranches of Notes which (a) are expressed to be consolidated and form a single series and (b) have the same terms and conditions or terms and conditions which are the same in all respects save for the amount and (only if the further Tranche is issued on or after the date of the first payment of interest of the first Tranche) date of the first payment of interest thereon and the date from which interest starts to accrue.

1 Form, Denomination and Title

The Notes are Fixed Rate Notes, Floating Rate Notes, Zero Coupon Notes or a combination of any of the foregoing, depending upon the Interest and Redemption/Payment Basis shown in the relevant Final Terms.

(a) **Form:**

The Notes are issued in dematerialised form in accordance with the provisions of the Belgian companies code (*Code des Sociétés/Wetboek van Vennootschappen* dated 7 May 1999 (the “**1999 Belgian Companies Code**”), as amended or replaced from time to time, including, with effect from its applicable effective date, by the Belgian *Wetboek van vennootschappen en verenigingen/Code des sociétés et des associations* dated 23 March 2019, as amended from time to time (the “**2019 Belgian Companies and Associations Code**”)) (the “**Belgian Companies Code**”), and cannot be physically delivered. The Notes are accepted for clearance

through the clearing system operated by the NBB or any successor thereto (the “**Securities Settlement System**”), and are accordingly subject to the applicable clearing regulations, including the Belgian law of 6 August 1993 on transactions in certain securities, its implementing Belgian Royal Decrees of 26 May 1994 and 14 June 1994 and the rules of the clearing and its annexes, as issued or modified by the NBB from time to time (the laws, decrees and rules mentioned in this Condition being referred to herein as the “**Securities Settlement System Regulations**”). The Noteholders will not be entitled to exchange the Notes into notes in bearer form. No definitive bearer certificates will be delivered. The Notes will be represented by book entries in the records of the Securities Settlement System itself or through participants or sub-participants in such system approved by the Belgian Financial Services and Markets Authority. Securities Settlement System maintains securities accounts in the name of authorised participants only. Such participants currently include Euroclear, Clearstream Frankfurt, Monte Titoli, SIX SIS, Interbolsa and Euroclear France . Noteholders, unless they are participants, will not hold Notes directly with the operator of the Securities Settlement System but will hold them in a securities account through a financial institution which is a participant in the Securities Settlement System or which holds them through another financial institution which is such a participant.

(b) **Denomination:**

The denomination(s) of the Notes will be specified in the relevant Final Terms. The minimum denomination shall be EUR 100,000 and integral multiples thereof.

(c) **Title:**

Title to the Notes is evidenced by book entries in the Noteholder’s securities account with the NBB or with an approved participant or sub-participant of the Securities Settlement System as referred to under paragraph (a) above. The person who is for the time being shown in the records of the Securities Settlement System or of an approved participant or sub-participant of the Securities Settlement System as the holder of a particular nominal amount of Notes shall for all purposes be treated by the Issuer and the Listing and Paying Agent as the holder of such nominal amount of Notes, and the expressions “**Noteholders**” and “**holders of Notes**” and related expressions shall be construed accordingly. A “**person**” means any individual, company, corporation, firm, partnership, joint venture, association, organisation, state or agency of a state or other entity, whether or not having separate legal personality.

If the relevant Final Terms specify the “X-only Issuance” as “Applicable”, the Notes may be held only, and transferred only to, Eligible Investors, as defined in Condition 7 (“Taxation”).

2 **Status of the Notes**

The Notes constitute direct, unconditional, unsubordinated and (subject to the provisions of Condition 3) unsecured obligations of the Issuer and rank and will at all times rank *pari passu*, without any preference among themselves, and equally with all other existing and future unsecured and unsubordinated obligations of the Issuer, but, in the event of insolvency, save for such obligations that may be preferred by provisions of law that are mandatory and of general application.

3 **Negative Pledge**

- (a) **Restriction:** So long as any Note remains outstanding, the Issuer will not, and the Issuer will ensure that none of the Material Subsidiaries will, create or have outstanding any mortgage, charge, lien, pledge or other security interest (each, a “**Security Interest**”), upon or with respect to the whole or any part of its present and future business, undertaking, assets or revenues to secure any Relevant Indebtedness, or to secure any guarantee or indemnity in respect of any Relevant Indebtedness, without at the same time or

prior thereto according to the Notes either (i) the same or substantially the same security as is created or subsisting to secure any such Relevant Indebtedness, guarantee or indemnity or (ii) such other security as shall be approved by an extraordinary resolution of the Noteholders, save that a Material Subsidiary may have outstanding a Security Interest in respect of Relevant Indebtedness and/or guarantees or indemnities given by it in respect of Relevant Indebtedness of any other person (without the obligation to provide a Security Interest or guarantee or indemnity or other arrangement in respect of the Notes as aforesaid) where such Security Interest is in respect of a company or other entity becoming a Subsidiary of the Issuer after the relevant Issue Date of the first Tranche of the Notes and where such Security Interest exists at the time that company or other entity becomes a Subsidiary of the Issuer (provided that such Security Interest was not created or assumed in contemplation of such company or other entity becoming a Subsidiary of the Issuer and that the principal amount of such Relevant Indebtedness is not subsequently increased).

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

“**Group**” means the Issuer and each of its Subsidiaries from time to time.

“**Material Subsidiary**” means:

- (i) any Subsidiary which (on an unconsolidated basis and ignoring intra-group items) has earnings before interest, tax, depreciation and amortisation (“**EBITDA**”) (calculated on the same basis as the consolidated EBITDA of the Group) representing more than 7.5 per cent. of the consolidated EBITDA of the Group, or has turnover representing more than 7.5 per cent. of turnover of the Group, all as calculated respectively by reference to the latest financial statements (consolidated or, as the case may be, unconsolidated) of the Subsidiary and the then latest audited consolidated financial statements of the Issuer, provided that in the case of a Subsidiary acquired after the end of the financial period to which the then latest audited consolidated financial statements of the Issuer relate for the purpose of applying each of the foregoing tests, the reference to the Issuer’s latest audited consolidated financial statements shall be deemed to be a reference to such financial statements as if such Subsidiary had been shown therein by reference to its then latest relevant financial statements, adjusted as deemed appropriate by the auditors for the time being after consultation with the Issuer; and
- (ii) any Subsidiary to which is transferred all or substantially all of the business, undertaking and assets of another Subsidiary which immediately prior to such transfer is a Material Subsidiary, whereupon (a) in the case of a transfer by a Material Subsidiary, the transferor Material Subsidiary shall immediately cease to be a Material Subsidiary and (b) the transferee Subsidiary shall immediately become a Material Subsidiary, provided that on or after the date on which the relevant financial statements for the financial period current at the date of such transfer are published, whether such transferor Subsidiary or such transferee Subsidiary is or is not a Material Subsidiary shall be determined pursuant to the provisions of sub-paragraph (i) above.

A certificate signed by two of the directors of the Issuer on behalf of the Issuer that in their opinion (acting in good faith and making such adjustments (if any) as they shall deem appropriate) a Subsidiary is or is not or was or was not at any particular time or during any particular period a Material Subsidiary shall, in the absence of manifest error or error proven, be conclusive and binding on the Issuer and the Noteholders.

“**Relevant Indebtedness**” means any present or future indebtedness (whether being principal, premium, interest or other amounts), in the form of or evidenced by notes, bonds, debentures, loan stock or other transferable debt securities (*titres de créance négociables sur le marché des capitaux/schuldinstrumenten die op de kapitaalmarkt verhandelbaar zijn* in the sense of Article 2, 31°, b) of the Belgian law of 2 August

2002 on the supervision of the financial sector and on the financial services), whether issued for cash or in whole or in part for a consideration other than cash, and which are, or are capable of being, quoted, listed or ordinarily dealt in or traded on any stock exchange, over-the-counter or other securities market.

“**Subsidiary**” means, at any particular time, a company or other entity which is then directly or indirectly controlled, or more than 50 per cent. of whose issued share capital (or equivalent) is then beneficially owned by the Issuer and/or one or more of its Subsidiaries. For this purpose, for a company to be “**controlled**” by another means that the other (whether directly or indirectly and whether by ownership of share capital, the possession of voting power, contract or otherwise) has the power to appoint and/or remove all or the majority of the members of the Board of Directors or other governing body of that company or otherwise controls or has the power to control the affairs and policies of that company.

4 Interest and other Calculations

- (a) **Definitions:** In these Conditions, unless the context otherwise requires, the following defined terms shall have the meanings set out below:

“**Business Day**” means:

- (i) in the case of a currency other than euro, a day (other than a Saturday or Sunday) on which commercial banks and foreign exchange markets settle payments in the principal financial centre for such currency and/or
- (ii) in the case of euro, a day on which the Securities Settlement System and the TARGET System are operating (a “**TARGET Business Day**”) and/or
- (iii) in the case of a currency and/or one or more Business Centres, 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

“**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 an Interest Accrual Period, the “**Calculation Period**”):

- (i) if “**Actual/ Actual**” 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, calculated on a formula basis as follows:

$$\text{Day Count Fraction} = \frac{[360 \times Y2 - Y1] + [30 \times (M2 - M1)] + (D2 - D1)}{360}$$

where:

“Y1” is the year, expressed as a number, in which the first day of the Calculation Period falls;

“Y2” is the year, expressed as a number, in which the day immediately following the last day included in the Calculation Period falls;

“M1” is the calendar month, expressed as a number, in which the first day of the Calculation Period falls;

“M2” is the calendar month, expressed as a number, in which the day immediately following the last day included in the Calculation Period falls;

“D1” is the first calendar day, expressed as a number, of the Calculation Period, unless such number would be 31, in which cases D1 will be 30; and

“D2” is the calendar day, expressed as a number, immediately following the last day included in the Calculation Period, unless such number would be 31 and D1 is greater than 29, in which cases D2 will be 30

- (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, calculated on a formula basis as follows:

$$\text{Day Count Fraction} = \frac{[360 \times Y2 - Y1] + [30 \times (M2 - M1)] + (D2 - D1)}{360}$$

where:

“Y1” is the year, expressed as a number, in which the first day of the Calculation Period falls;

“Y2” is the year, expressed as a number, in which the day immediately following the last day included in the Calculation Period falls;

“M1” is the calendar month, expressed as a number, in which the first day of the Calculation Period falls;

“M2” is the calendar month, expressed as a number, in which the day immediately following the last day included in the Calculation Period falls;

“D1” is the first calendar day, expressed as a number, of the Calculation Period, unless such number would be 31, in which case D1 will be 30; and

“D2” is the calendar day, expressed as a number, immediately following the last day included in the Calculation Period, unless such number would be 31, in which case D2 will be 30

- (vi) if “30E/360 (ISDA)” is specified in the relevant Final Terms, the number of days in the Calculation Period divided by 360, calculated on a formula basis as follows:

$$\text{Day Count Fraction} = \frac{[360 \times Y2 - Y1] + [30 \times (M2 - M1)] + (D2 - D1)}{360}$$

where:

“Y1” is the year, expressed as a number, in which the first day of the Calculation Period falls;

“Y2” is the year, expressed as a number, in which the day immediately following the last day included in the Calculation Period falls;

“M1” is the calendar month, expressed as a number, in which the first day of the Calculation Period falls;

“**M2**” is the calendar month, expressed as a number, in which the day immediately following the last day included in the Calculation Period falls;

“**D1**” is the first calendar day, expressed as a number, of the Calculation Period, unless (i) that day is the last day of February or (ii) such number would be 31, in which case D1 will be 30; and

“**D2**” is the calendar day, expressed as a number, immediately following the last day included in the Calculation Period, unless (i) that day is the last day of February but not the Maturity Date or (ii) such number would be 31, in which case D2 will be 30

- (vii) if “**Actual/Actual-ICMA**” is specified in the relevant Final Terms,
- (a) if the Calculation Period is equal to or shorter than the Determination Period during which it falls, the number of days in the Calculation Period divided by the product of (x) the number of days in such Determination Period and (y) the number of Determination Periods normally ending in any year; and
 - (b) if the Calculation Period is longer than one Determination Period, the sum of:
 - (x) the number of days in such Calculation Period falling in the Determination Period in which it begins divided by the product of (1) the number of days in such Determination Period and (2) the number of Determination Periods normally ending in any year; and
 - (y) the number of days in such Calculation Period falling in the next Determination Period divided by the product of (1) the number of days in such Determination Period and (2) the number of Determination Periods normally ending in any year

where:

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

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

“**Euro-zone**” means the region comprised of member states of the European Union that adopt, as legal currency, the single currency in accordance with the Treaty establishing the European Community, as amended from time to time

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

“**Interest Amount**” means:

- (i) in respect of an Interest Accrual Period, the amount of interest payable per Calculation Amount for that Interest Accrual Period and which, 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 (as specified in the relevant Final Terms) 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
- (ii) in respect of any other period, the amount of interest payable per Calculation Amount for that period

“Interest Commencement Date” means the Issue Date or such other date as may be specified in the relevant Final Terms

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

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

“Interest Period Date” means each Interest Payment Date unless otherwise specified in the relevant Final Terms

“ISDA Definitions” means the 2006 ISDA Definitions, as published by the International Swaps and Derivatives Association, Inc., unless otherwise specified in the relevant Final Terms

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

“Reference Banks” means, in the case of a determination of LIBOR, the principal London office of four major banks in the London inter-bank market and, in the case of a determination of EURIBOR, the principal Euro-zone office of four major banks in the Euro-zone inter-bank market, in each case selected by the Calculation Agent or as specified in the relevant Final Terms

“Reference Rate” means the rate specified as such in the relevant Final Terms

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

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

“TARGET System” means the Trans-European Automated Real-Time Gross Settlement Express Transfer (TARGET2) System or any successor thereto.

- (b) **Interest on Fixed Rate Notes:** Each Fixed Rate Note bears interest on its outstanding nominal amount from the Interest Commencement Date at the rate per annum (expressed as a percentage) equal to the Rate of Interest, such interest being payable in arrears on each Interest Payment Date, except as otherwise provided in the relevant Final Terms. The amount of interest payable shall be determined in accordance with Condition 4(g).
- (c) **Interest on Floating Rate Notes:** Floating Rate Notes may only be issued if the relevant Final Terms specify the “X-only Issuance” as “Applicable”. Moreover, no Belgian retail investor can subscribe to Floating Rate Notes.
 - (i) *Interest Payment Dates:* Each Floating Rate Note bears interest on its outstanding nominal amount from (and including) the Interest Commencement Date at the rate per annum (expressed as a percentage) equal to the Rate of Interest, such interest being payable in arrears on each

Interest Payment Date. The amount of interest payable shall be determined in accordance with Condition 4(g). Such Interest Payment Date(s) is/are either shown in the relevant Final Terms as Specified Interest Payment Dates or, if no Specified Interest Payment Date(s) is/are shown in the relevant Final Terms, “**Interest Payment Date**” shall mean each date which falls the number of months or other period shown in the relevant Final Terms as the Interest Period after the preceding Interest Payment Date or, in the case of the first Interest Payment Date, after the Interest Commencement Date.

- (ii) *Business Day Convention*: If any date referred to in these Conditions that is specified to be subject to adjustment in accordance with a Business Day Convention would otherwise fall on a day that is not a Business Day, then, if the Business Day Convention specified is (A) the Floating Rate Business Day Convention, such date shall be postponed to the next day that is a Business Day unless it would thereby fall into the next calendar month, in which event (x) such date shall be brought forward to the immediately preceding Business Day and (y) each subsequent such date shall be the last Business Day of the month in which such date would have fallen had it not been subject to adjustment, (B) the Following Business Day Convention, such date shall be postponed to the next day that is a Business Day, (C) the Modified Following Business Day Convention, such date shall be postponed to the next day that is a Business Day unless it would thereby fall into the next calendar month, in which event such date shall be brought forward to the immediately preceding Business Day or (D) the Preceding Business Day Convention, such date shall be brought forward to the immediately preceding Business Day.
- (iii) *Rate of Interest for Floating Rate Notes*: The Rate of Interest in respect of Floating Rate Notes for each Interest Accrual Period shall be determined in the manner specified in the relevant Final Terms and the provisions below relating to either ISDA Determination or Screen Rate Determination shall apply, depending upon which is specified in the relevant Final Terms.

(A) ISDA Determination for Floating Rate Notes

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

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

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

(B) Screen Rate Determination for Floating Rate Notes

- (i) Where Screen Rate Determination is specified in the relevant Final Terms as the manner in which the Rate of Interest is to be determined, the Rate of Interest for each Interest Accrual Period will, subject as provided below, be either:

- (1) the offered quotation; or
- (2) the arithmetic mean of the offered quotations,

(expressed as a percentage rate per annum) for the Reference Rate which appears or appear, as the case may be, on the Relevant Screen Page (or such replacement page on that service which displays the information) as at either 11.00 a.m. (London time in the case of LIBOR or Brussels time in the case of EURIBOR) on the Interest Determination Date in question as determined by the Calculation Agent. If five or more of such offered quotations are available on the Relevant Screen Page, the highest (or, if there is more than one such highest quotation, one only of such quotations) and the lowest (or, if there is more than one such lowest quotation, one only of such quotations) shall be disregarded by the Calculation Agent for the purpose of determining the arithmetic mean of such offered quotations.

If the Reference Rate from time to time in respect of Floating Rate Notes is specified in the relevant Final Terms as being other than LIBOR or EURIBOR, the Rate of Interest in respect of such Notes will be determined as provided in the relevant Final Terms.

- (ii) If the Relevant Screen Page is not available or if sub-paragraph (i)(1) above applies and no such offered quotation appears on the Relevant Screen Page or if sub-paragraph (i)(2) above applies and fewer than three such offered quotations appear on the Relevant Screen Page in each case as at the time specified above, subject as provided below, the Calculation Agent shall request, if the Reference Rate is LIBOR, the principal London office of each of the Reference Banks or, if the Reference Rate is EURIBOR, the principal Euro-zone office of each of the Reference Banks, to provide the Calculation Agent with its offered quotation (expressed as a percentage rate per annum) for the Reference Rate if the Reference Rate is LIBOR, at approximately 11.00 a.m. (London time), or if the Reference Rate is EURIBOR, at approximately 11.00 a.m. (Brussels time) on the Interest Determination Date in question. If two or more of the Reference Banks provide the Calculation Agent with such offered quotations, the Rate of Interest for such Interest Accrual Period shall be the arithmetic mean of such offered quotations as determined by the Calculation Agent;
- (iii) If paragraph (ii) above applies and the Calculation Agent determines that fewer than two Reference Banks are providing offered quotations, subject as provided below, the Rate of Interest shall be the arithmetic mean of the rates per annum (expressed as a percentage) as communicated to (and at the request of) the Calculation Agent by the Reference Banks or any two or more of them, at which such banks were offered, if the Reference Rate is LIBOR, at approximately 11.00 a.m. (London time) or, if the Reference Rate is EURIBOR, at approximately 11.00 a.m. (Brussels time) on the relevant Interest Determination Date, deposits in the Specified Currency for a period equal to that which would have been used for the Reference Rate by leading banks in, if the Reference Rate is LIBOR, the London inter-bank market or, if the Reference Rate is EURIBOR, the Euro-zone inter-bank market, as the case may be, or, if fewer than two of the Reference Banks provide the Calculation Agent with such offered rates, the offered rate for deposits in the Specified Currency for a period equal to that which would have been used for the Reference Rate, or the arithmetic mean of the offered rates for deposits in

the Specified Currency for a period equal to that which would have been used for the Reference Rate, at which, if the Reference Rate is LIBOR, at approximately 11.00 a.m. (London time) or, if the Reference Rate is EURIBOR, at approximately 11.00 a.m. (Brussels time), on the relevant Interest Determination Date, any one or more banks (which bank or banks is or are in the opinion of the Calculation Agent and the Issuer suitable for such purpose) informs the Calculation Agent it is quoting to leading banks in, if the Reference Rate is LIBOR, the London inter-bank market or, if the Reference Rate is EURIBOR, the Euro-zone inter-bank market, as the case may be, provided that, if the Rate of Interest cannot be determined in accordance with the foregoing provisions of this paragraph, the Rate of Interest shall be determined as at the last preceding Interest Determination Date (though substituting, where a different Margin or Maximum or Minimum Rate of Interest is to be applied to the relevant Interest Accrual Period from that which applied to the last preceding Interest Accrual Period, the Margin or Maximum or Minimum Rate of Interest relating to the relevant Interest Accrual Period, in place of the Margin or Maximum or Minimum Rate of Interest relating to that last preceding Interest Accrual Period).

- (d) **Zero Coupon Notes:** Where a Note the Interest Basis of which is specified to be Zero Coupon is repayable prior to the Maturity Date and is not paid when due, the amount due and payable prior to the Maturity Date shall be the Early Redemption Amount of such Note. As from the Maturity Date, the Rate of Interest for any overdue principal of such a Note shall be a rate per annum (expressed as a percentage) equal to the Amortisation Yield (as described in Condition 5(b)(i)).
- (e) **Accrual of Interest:** Interest shall cease to accrue on each Note on the due date for redemption unless, upon due presentation, payment is improperly withheld or refused, in which event interest shall continue to accrue (both before and after judgment) at the Rate of Interest in the manner provided in this Condition 4 to the Relevant Date (as defined in Condition 7). For the avoidance of doubt, there will not be any compounding of Interest.
- (f) **Margin, Maximum/Minimum Rates of Interest and Redemption Amounts and Rounding:**
- (i) If any Margin is specified in the relevant Final Terms (either (x) generally, or (y) in relation to one 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(b) above by adding (if a positive number) or subtracting the absolute value (if a negative number) of such Margin, subject always to paragraph (ii) below;
- (ii) If any Maximum or Minimum Rate of Interest or Redemption Amount is specified hereon or in the relevant Final Terms, then any Rate of Interest or Redemption Amount shall be subject to such maximum or minimum, as the case may be;
- (iii) For the purposes of any calculations required pursuant to these Conditions (unless otherwise specified), (x) all percentages resulting from such calculations shall be rounded, if necessary, to the nearest one hundred-thousandth of a percentage point (with halves being rounded up), (y) all figures shall be rounded to seven significant figures (with halves being rounded up) and (z) all currency amounts that fall due and payable shall be rounded to the nearest unit of such currency (with halves being rounded up), save in the case of yen, which shall be rounded down to the nearest yen. For these purposes “unit” means the lowest amount of such currency that is available as legal tender in the country(ies) of such currency.

- (g) **Calculations:** The amount of interest payable per Calculation Amount in respect of any Note for any Interest Accrual Period shall be equal to the product of the Rate of Interest, the Calculation Amount 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 Calculation Amount in respect of such Note for such Interest Accrual Period shall 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 Calculation Amount in respect of such Interest Period shall be the sum of the Interest Amounts 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.
- (h) **Linear Interpolation:** Where Linear Interpolation is specified as applicable in respect of an Interest Period in the relevant Final Terms, the Rate of Interest for such Interest Period shall be calculated by the Calculation Agent by straight line linear interpolation by reference to two rates based on the relevant Reference Rate (where Screen Rate Determination is specified as applicable in the relevant Final Terms) or the relevant Floating Rate Option (where ISDA Determination is specified as applicable in the relevant Final Terms), one of which shall be determined as if the Designated Maturity were the period of time for which rates are available next shorter than the length of the relevant Interest Period and the other of which shall be determined as if the Designated Maturity were the period of time for which rates are available next longer than the length of the relevant Interest Period provided however that if there is no rate available for a period of time next shorter or, as the case may be, next longer, then the Calculation Agent shall determine such rate at such time and by reference to such sources as it determines appropriate.

For the purposes of this paragraph, “**Designated Maturity**” means, in relation to Screen Rate Determination, the period of time designated in the Reference Rate.

- (i) **Determination and Publication of Rates of Interest, Interest Amounts, Final Redemption Amounts, Early Redemption Amounts, Optional Redemption Amounts and Put Redemption Amounts:** The Calculation Agent shall, as soon as practicable 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 such rate and calculate the Interest Amounts for the relevant Interest Accrual Period, calculate the Final Redemption Amount, Early Redemption Amount, Optional Redemption Amount or Put Redemption Amounts, 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 Put Redemption Amount to be notified to the Issuer, the Securities Settlement System, the Listing and Paying Agent, the Noteholders, any other Calculation Agent appointed in respect of the Notes that is to make a further calculation upon receipt of such information and, if the Notes are listed on a stock exchange and the rules of such exchange or other relevant authority so require, such exchange or other relevant authority as soon as possible after their determination but in no event later than (i) the commencement of the relevant Interest Period, if determined prior to such time, in the case of notification to such exchange of a Rate of Interest and Interest Amount, or (ii) in all other cases, the fourth Business Day after such determination. If the Notes are listed on Euronext Brussels or another stock exchange, as the case may be, the aggregate nominal amount, if any, of Notes outstanding after an early redemption of Notes pursuant to Condition 5(b) (*Early Redemption*), Condition 5(d) (*Redemption at the Option of the Issuer - Issuer Call*) or Condition 5(e) (*Redemption at the Option of Noteholders*) shall be

communicated by (or on behalf of) the Issuer to Euronext Brussels or another stock exchange, as the case may be. Where any Interest Payment Date or Interest Period Date is subject to adjustment pursuant to Condition 4(c)(ii) (*Business Day Convention*), 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 but no publication of the Rate of Interest or the Interest Amount so calculated need be made. The determination of any rate or amount, the obtaining of each quotation and the making of each determination or calculation by the Calculation Agent(s) shall (in the absence of manifest error) be final and binding upon all parties.

- (j) **Calculation Agent:** The Issuer shall procure that there shall at all times be 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. 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 these 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, Final Redemption Amount, Early Redemption Amount, Optional Redemption Amount or Put Redemption Amount, as the case may be, or to comply with any other requirement, the Issuer shall appoint a leading bank or investment banking firm engaged in the interbank market (or, if appropriate, money, swap or over-the-counter index options market) that is most closely connected with the calculation or determination to be made by the Calculation Agent (acting through its principal 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.

(k) **Benchmark discontinuation**

(i) *Independent Adviser*

When Screen Rate Determination is specified in the relevant Final Terms as the manner in which the Rate of Interest is to be determined and if a Benchmark Event occurs in relation to an Original Reference Rate when any Rate of Interest (or any component part thereof) remains to be determined by reference to such Original Reference Rate, then the Issuer shall use its reasonable endeavours to appoint an Independent Adviser, as soon as reasonably practicable, to determine a Successor Rate, failing which an Alternative Rate (in accordance with Condition 4(k)(ii)) and, in either case, an Adjustment Spread (if any) (in accordance with Condition 4(k)(iii)) and any Benchmark Amendments (in accordance with Condition 4(k)(iv)).

An Independent Adviser appointed pursuant to this Condition 4(k) shall act in good faith and in a commercially reasonable manner as an expert. In the absence of bad faith or fraud, the Independent Adviser shall have no liability whatsoever to the Issuer, the Listing and Paying Agent or the Noteholders for any determination made by it pursuant to this Condition 4(k).

If (i) the Issuer is unable to appoint an Independent Adviser or (ii) the Independent Adviser appointed by it fails to determine a Successor Rate or, failing which, an Alternative Rate in accordance with this Condition 4(k) prior to the relevant Interest Determination Date, the Rate of Interest applicable to the next succeeding Interest Period shall be equal to the Rate of Interest last determined in relation to the Notes in respect of the immediately preceding Interest Period. If there has not been a first Interest Payment Date, the Rate of Interest shall be the initial Rate of Interest. Where a different Margin or Maximum Rate of Interest or Minimum Rate of Interest is

to be applied to the relevant Interest Period from that which applied to the last preceding Interest Period, the Margin or Maximum Rate of Interest or Minimum Rate of Interest relating to the relevant Interest Period shall be substituted in place of the Margin or Maximum Rate of Interest or Minimum Rate of Interest relating to that last preceding Interest Period. For the avoidance of doubt, this Condition 4(k)(i) shall apply to the relevant next succeeding Interest Period only and any subsequent Interest Periods are subject to the subsequent operation of, and to adjustment as provided in, this Condition 4(k)(i).

(ii) *Successor Rate or Alternative Rate*

If the Independent Adviser determines that:

- (A) there is a Successor Rate, then such Successor Rate shall (subject to adjustment as provided in Condition 4(k)(iii)) subsequently be used in place of the Original Reference Rate to determine the Rate of Interest (or the relevant component part thereof) for all future payments of interest on the Notes (subject to the operation of this Condition 4(k)); or
- (B) 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(k)(iii)) subsequently be used in place of the Original Reference Rate to determine the Rate of Interest (or the relevant component part thereof) for all future payments of interest on the Notes (subject to the operation of this Condition 4(k)).

(iii) *Adjustment Spread*

If the Independent Adviser determines (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).

(iv) *Benchmark Amendments*

If any Successor Rate, Alternative Rate or Adjustment Spread is determined in accordance with this Condition 4(k) and the Independent Adviser determines (i) that amendments to these Conditions and/or the Agency Agreement are necessary to ensure the proper operation of such Successor Rate, Alternative Rate and/or Adjustment Spread (such amendments, the Benchmark Amendments) and (ii) the terms of the Benchmark Amendments, then the Issuer shall, subject to giving notice thereof in accordance with Condition 4(k)(v), without any requirement for the consent or approval of Noteholders, vary these Conditions and/or the Agency Agreement to give effect to such Benchmark Amendments with effect from the date specified in such notice.

At the request of the Issuer, but subject to receipt by the Listing and Paying Agent of a certificate signed by two authorised signatories of the Issuer pursuant to Condition 4(k)(v), the Listing and Paying Agent shall (at the expense of the Issuer), without any requirement for the consent or approval of the Noteholders, be obliged to concur with the Issuer in effecting any Benchmark Amendments (including, inter alia, by the execution of an agreement supplemental to or amending the Agency Agreement), provided that the Listing and Paying Agent shall not be obliged so to concur if in the opinion of the Listing and Paying Agent doing so would impose more onerous obligations upon it or expose it to any additional duties, responsibilities or liabilities or reduce or amend the protective provisions afforded to the Listing and Paying Agent in these Conditions and/or the Agency Agreement (including, for the avoidance of doubt, any supplemental agency agreement) in any way.

In connection with any such variation in accordance with this Condition 4(k)(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, etc.*

Any Successor Rate, Alternative Rate, Adjustment Spread and the specific terms of any Benchmark Amendments determined under this Condition 4(k) will be notified promptly by the Issuer to the Listing and Paying Agent and, in accordance with Condition 11, the Noteholders. Such notice shall be irrevocable and shall specify the effective date of the Benchmark Amendments, if any.

No later than notifying the Listing and Paying Agent of the same, the Issuer shall deliver to the Listing and Paying Agent a certificate signed by two authorised signatories of the Issuer:

- (A) confirming (i) that a Benchmark Event has occurred, (ii) the Successor Rate or, as the case may be, the Alternative Rate and (iii) where applicable, any Adjustment Spread and/or the specific terms of any Benchmark Amendments, in each case as determined in accordance with the provisions of this Condition 4(k); and
- (B) certifying that the Benchmark Amendments are necessary to ensure the proper operation of such Successor Rate, Alternative Rate and/or Adjustment Spread.

The Listing and Paying Agent shall be entitled to rely on such certificate (without liability to any person) as sufficient evidence thereof. The Successor Rate or Alternative Rate, the Adjustment Spread (if any) and the Benchmark Amendments (if any) specified in such certificate will (in the absence of manifest error or bad faith in the determination of the Successor Rate or Alternative Rate, the Adjustment Spread (if any) and the Benchmark Amendments (if any) and without prejudice to the Listing and Paying Agent's ability to rely on such certificate as aforesaid) be binding on the Issuer, the Listing and Paying Agent and the Noteholders.

(vi) *Survival of Original Reference Rate*

Without prejudice to the obligations of the Issuer under Condition 4(k)(i), (ii), (iii) and (iv), the Original Reference Rate and the fallback provisions provided for in Condition 4(c)(ii) will continue to apply unless and until a Benchmark Event has occurred.

(vii) *Definitions*

As used in this Condition 4(k):

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 is required to be applied to the Successor Rate or the Alternative Rate (as the case may be) to reduce or eliminate, to the extent reasonably practicable in the circumstances, any economic prejudice or benefit (as the case may be) to Noteholders as a result of the replacement of the Original Reference Rate with the Successor Rate or the Alternative Rate (as the case may be) and is the spread, formula or methodology which:

- (A) in the case of a Successor Rate, is formally recommended in relation to the replacement of the Original Reference Rate with the Successor Rate by any Relevant Nominating Body; or (if no such recommendation has been made, or in the case of an Alternative Rate)

- (B) the Independent Adviser determines, is recognised or acknowledged as being the industry standard for over-the-counter derivative transactions which reference the Original Reference Rate, where such rate has been replaced by the Successor Rate or the Alternative Rate (as the case may be); or (if the Independent Adviser determines that no such industry standard is recognised or acknowledged)
- (C) the Independent Adviser determines to be appropriate.

Alternative Rate means an alternative benchmark or screen rate which the Independent Adviser determines in accordance with Condition 4(k)(ii) is customary in market usage in the international debt capital markets for the purposes of determining rates of interest (or the relevant component part thereof) in the same Specified Currency as the Notes.

Benchmark Amendments has the meaning given to it in Condition 4(k)(iv).

Benchmark Event means:

- (A) the Original Reference Rate ceasing to be published for a period of at least five Business Days or ceasing to exist; or
- (B) a public statement by the administrator of the Original Reference Rate that it will, by a specified date within the following six months, cease publishing the Original Reference Rate permanently or indefinitely (in circumstances where no successor administrator has been appointed that will continue publication of the Original Reference Rate); or
- (C) a public statement by the supervisor of the administrator of the Original Reference Rate that the Original Reference Rate has been or will, by a specified date within the following six months, be permanently or indefinitely discontinued or be no longer representative of an underlying market; or
- (D) a public statement by the supervisor of the administrator of the Original Reference Rate as a consequence of which the Original Reference Rate will be prohibited from being used either generally or in respect of the Notes, in each case within the following six months; or
- (E) it has become unlawful for the Listing and Paying Agent, the Issuer or any other party appointed by the Issuer to calculate any payments due to be made to any Noteholder using the Original Reference Rate.

Independent Adviser means an independent financial institution of international repute or an independent financial adviser with appropriate expertise appointed by the Issuer under Condition 4(k)(i).

Original Reference Rate means the originally-specified benchmark or screen rate (as applicable) used to determine the Rate of Interest (or any component part thereof) on the Notes.

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

- (A) 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
- (B) any working group or committee sponsored by, chaired or co-chaired by or constituted at the request of (a) the central bank for the currency to which the benchmark or screen rate (as applicable) relates, (b) any central bank or other supervisory authority which is

responsible for supervising the administrator of the benchmark or screen rate (as applicable), (c) a group of the aforementioned central banks or other supervisory authorities or (d) the Financial Stability Board or any part thereof.

Successor Rate means a successor to or replacement of the Original Reference Rate which is formally recommended by any Relevant Nominating Body.

5 Redemption, Purchase and Options

(a) Final Redemption:

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

(b) Early Redemption:

(i) Zero Coupon Notes:

(A) The Early Redemption Amount payable in respect of any Zero Coupon Note, the Early Redemption Amount of which is not linked to an index and/or a formula, upon redemption of such Note pursuant to Condition 5(c) or upon it becoming due and payable as provided in Condition 9 shall be the Amortised Face Amount (calculated as provided below) of such Note unless otherwise specified in the relevant Final Terms.

(B) Subject to the provisions of sub-paragraph (C) 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 of the first Tranche of the Notes) compounded annually.

(C) If the Early Redemption Amount payable in respect of any such Note upon its redemption pursuant to Condition 5(c) or upon it becoming due and payable as provided in Condition 9 is not paid when due, the Early Redemption Amount due and payable in respect of such Note shall be the Amortised Face Amount of such Note as defined in sub-paragraph (B) above, except that such sub-paragraph shall have effect as though the date on which the Note becomes due and payable were the Relevant Date. The calculation of the Amortised Face Amount in accordance with this sub-paragraph shall continue to be made (both before and after 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 Final Redemption Amount of such Note on the Maturity Date together with any interest that may accrue in accordance with Condition 4(d).

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.

(ii) Other Notes: The Early Redemption Amount payable in respect of any Note (other than Notes described in (i) above), upon redemption of such Note pursuant to Condition 5(c) or upon it becoming due and payable as provided in Condition 9, shall be the Final Redemption Amount unless otherwise specified in the relevant Final Terms.

(c) **Redemption for Taxation Reasons:** If the relevant Final Terms specify the “Tax Call Option” as “Applicable”, the Notes may be redeemed at the option of the Issuer in whole, but not in part, on any Interest Payment Date (if this Note is a Floating Rate Note) or at any time (if this Note is not a Floating Rate Note) on giving not less than 30 nor more than 60 days’ notice to the Noteholders (which notice shall be irrevocable), at their Early Redemption Amount (as described in Condition (b) (*Early Redemption*) above) (together with interest accrued to the date fixed for redemption), if

(i) the Issuer has or will become obliged to pay additional amounts as provided or referred to in Condition 7 (*Taxation*) as a result of any change in, or amendment to, the laws or regulations of Belgium or any political subdivision or any authority thereof or therein having power to tax, or any change in the application or official interpretation of such laws or regulations, which change or amendment becomes effective on or after the date on which agreement is reached to issue the first Tranche of the Notes, and

(ii) such obligation cannot be avoided by the Issuer taking reasonable measures available to it,

provided that no such notice of redemption shall be given earlier than 90 days prior to the earliest date on which the Issuer would be obliged to pay such additional amounts were a payment in respect of the Notes then due. Before the publication of any notice of redemption pursuant to this Condition 5(c), the Issuer shall deliver to the Listing and Paying Agent a certificate signed by two directors of the Issuer stating that the Issuer is entitled to effect such redemption and setting forth a statement of facts showing that the conditions precedent to the right of the Issuer so to redeem have occurred, and an opinion of independent legal advisers of recognised standing to the effect that the Issuer has or will become obliged to pay such additional amounts as a result of such change or amendment.

No failure to exercise, nor any delay in exercising, any right by the Issuer under this Condition 5(c) (*Redemption for Taxation Reasons*) shall operate as a waiver.

(d) **Redemption at the Option of the Issuer:** only if the Prohibition of Sales to Belgian Consumers is specified as applicable in the applicable Final Term.

(i) **Clean-Up Call:** if a Clean-up Call is specified in the relevant Final Terms, the Issuer may, at its option, having given:

(A) not less than 15 nor more than 30 days’ notice to the Noteholders in accordance with Condition 12; and

(B) not less than 15 days before the giving of the notice referred to in (A) above, notice to the Listing and Paying Agent,

(which notices shall be irrevocable and shall specify the date fixed for redemption), redeem all (but not some only) of the Notes of any Series for the time being outstanding, if, immediately prior to the date that such notice is given, 20 per cent. or less of the aggregate nominal amount originally issued of the Notes of such Series remain outstanding, provided that those Notes that are no longer outstanding have not been redeemed (and subsequently cancelled) by the Issuer pursuant to (iv) (Make-Whole Call). Any such redemption shall be at par together with accrued interest up to (but excluding) the date fixed for redemption specified in the notice.

For the avoidance of doubt, there is no obligation for the Issuer to inform investors if and when the limit needed to exercise the Clean-up Call has been reached or is about to be reached, and the Issuer’s right to redeem will exist notwithstanding that immediately prior to the serving of a notice in respect of the exercise of the Clean-up Call, the Notes may have been trading significantly above par, thus potentially resulting in a loss of capital invested.

(ii) **3-Months Par Call** : If a 3-Months Par Call is specified in the relevant Final Terms, the Issuer may, at its option, from (and including) 3 months before the Maturity Date to (but excluding) the Maturity Date, subject to having given :

(A) not less than 15 nor more than 30 days' notice to the Noteholders in accordance with Condition 12; and

(B) not less than 15 days before the giving of the notice referred to in (A) above, notice to the Listing and Paying Agent,

(which notices shall be irrevocable and shall specify the date fixed for redemption), redeem all (but not some only) of the Notes of any Series then outstanding, at par together with accrued interest up to (but excluding) the date fixed for redemption specified in the notice.

(iii) **Acquisition Event Call**: if an Acquisition Event Call is specified in the Final Terms, the Issuer may, at its option, if an Acquisition Event (as defined below) occurs after the Issue Date, subject to having given :

(A) not less than 15 nor more than 30 days' notice to the Noteholders in accordance with Condition 12; and

(B) within the Acquisition Notice Period, not less than 15 days before the giving of the notice referred to in (A) above, notice to the Listing and Paying Agent,

(which notices shall be irrevocable and shall specify the date fixed for redemption), redeem all (but not some only) of the Notes of any Series then outstanding, at the redemption amount specified in the Final Terms (the "**Acquisition Event Call Redemption Amount**") together with accrued interest up to (but excluding) the date fixed for redemption specified in the notice.

Acquisition means the acquisition specified in the Final Terms.

Acquisition Long Stop Date means the date specified in the Final Terms.

Acquisition Notice Period mean the period specified in the Final Terms, in which the notice to the Listing and Paying Agent has to be given. For the avoidance of doubt, the notice to the Noteholders does not have to be given during the Acquisition Notice Period.

Acquisition Event means (a) the Issuer publicly announces on or prior to the Acquisition Long Stop Date that it is no longer pursuing the consummation of the Acquisition, or (b) completion of the Acquisition not occurring on or prior to the Acquisition Long Stop Date (in which case the Acquisition Event will be deemed to have occurred on the Acquisition Long Stop Date).

(iv) **Make-Whole Call**: If a Make-Whole Call is specified in the relevant Final Terms, the Issuer may, at its option, having given:

(A) not less than 15 nor more than 30 days' notice to the Noteholders in accordance with Condition 12; and

(B) not less than 15 days before the giving of the notice referred to in (A) above, notice to the Listing and Paying Agent,

(which notices shall be irrevocable and shall specify the date fixed for redemption), redeem all or, if so provided in the relevant Final Terms, some only of the Notes then outstanding on any Optional Redemption Date (as specified in the relevant Final Terms) and at the Optional Redemption Amount(s) together, if appropriate, with interest accrued to (but excluding) the relevant Optional

Redemption Date. Any such redemption must be of a nominal amount not less than the Minimum Redemption Amount and not more than the Maximum Redemption Amount, in each case as may be specified in the relevant Final Terms. In the case of a partial redemption of Notes, the Notes to be redeemed (“**Redeemed Notes**”) will be selected in accordance with the rules of the Securities Settlement System, in each case not more than 30 days prior to the date fixed for redemption.

In this Condition 5(d) (iv), “**Optional Redemption Amount(s)**” means (A) the outstanding principal amount of the Notes per Calculation Amount to be redeemed or such higher amount as may be specified in the relevant Final Terms (the “**Floor**”) or (B) if higher, the sum, as determined by the Calculation Agent, of the present values of the remaining scheduled payments of principal and interest on the Notes to be redeemed (not including any portion of such payments of interest accrued to the date of redemption) discounted to the relevant Optional Redemption Date on an annual basis (based on the actual number of days elapsed) at the Reference Rate plus the Optional Redemption Margin specified in the relevant Final Terms, where:

“**CA Selected Bond**” means a government security or securities (which, if the Specified Currency is euro, will be Belgium's *obligations linéaires - lineaire obligaties* (OLOs) or German *Bundesobligationen* traded in the secondary markets, as specified in the relevant Final Terms) selected by the Calculation Agent as having an actual or interpolated maturity comparable to the remaining term of the Notes to be redeemed that would be utilised, at the time of selection and in accordance with customary financial practice, in pricing new issues of corporate debt securities of comparable maturity to the remaining term of such Notes;

“**Calculation Agent**” means a leading investment, merchant or commercial bank appointed by the Issuer for the purposes of calculating the Optional Redemption Amount, and notified to the Noteholders in accordance with Condition 12;

“**Reference Bond**” means (A) if CA Selected Bond is specified in the relevant Final Terms, the relevant CA Selected Bond or (B) if CA Selected Bond is not specified in the relevant Final Terms, the security specified in the relevant Final Terms;

“**Reference Bond Price**” means (i) the average of five Reference Market Maker Quotations for the relevant Optional Redemption Date, after excluding the highest and lowest Reference Market Maker Quotations, (ii) if the Calculation Agent obtains fewer than five, but more than one, such Reference Market Maker Quotations, the average of all such quotations, or (iii) if only one such Reference Market Maker Quotation is obtained, the amount of the Reference Market Maker Quotation so obtained;

“**Reference Market Maker Quotations**” means, with respect to each Reference Market Maker and any Optional Redemption Date, the average, as determined by the Calculation Agent, of the bid and asked prices for the Reference Bond (expressed in each case as a percentage of its principal amount) quoted in writing (including via a page, section, caption, column or other part of an automated information service via which quotations of such Reference Market Makers are made available for trading purposes) to the Calculation Agent at the Quotation Time specified in the relevant Final Terms on the Reference Rate Determination Day specified in the relevant Final Terms;

“**Reference Market Makers**” means five brokers or market makers of securities such as the Reference Bond selected by the Calculation Agent or such other five persons operating in the market for securities such as the Reference Bond as are selected by the Calculation Agent in consultation with the Issuer; and

“**Reference Rate**” means, with respect to any Optional Redemption Date, the rate per annum equal to the equivalent yield to maturity of the Reference Bond, calculated using a price for the Reference Bond (expressed as a percentage of its principal amount) equal to the Reference Bond Price for such Optional Redemption Date. The Reference Rate will be calculated on the Reference Rate Determination Date specified in the relevant Final Terms.

(e) **Redemption at the Option of Noteholders:**

(i) Upon a Change of Control (Change of Control Put)

(A) **Definitions:** In this Condition 5(e), unless the context otherwise requires, the following defined terms shall have the meanings set out below:

a “**Change of Control**” shall occur if an offer is made by any person, other than an Excepted Person, to all (or as nearly as may be practicable all) Shareholders (or all (or as nearly as may be practicable all) such Shareholders other than the offeror and/or any parties acting in concert (as defined in Article 3, paragraph 1, 5° of the Belgian Law of 1 April 2007 on public takeover bids or any modification or re-enactment thereof) with the offeror), to acquire all or a majority of the issued ordinary share capital of the Issuer and (the period of such offer being closed, the definitive results of such offer having been announced and such offer having become unconditional in all respects) the offeror has acquired or, following the publication of the results of such offer by the offeror, is entitled to acquire as a result of such offer, post completion thereof, Ordinary Shares or other voting rights of the Issuer so that it has the right to cast more than 50 per cent. of the votes which may ordinarily be cast on a poll at a general meeting of the Issuer, whereby the date on which the Change of Control shall be deemed to have occurred shall be the date of the publication by the offeror of the results of the relevant offer (and for the sake of clarity prior to any reopening of the offer in accordance with Article 42 of the Royal Decree of 27 April 2007 on Public Takeover Bids);

“**Change of Control Notice**” has the meaning provided in Condition 5(e)(i)(C).

“**Change of Control Period**” shall commence on the date of a Change of Control, and shall end 45 days after the date of the Change of Control (which period shall be extended following consummation of a Change of Control for so long as any Rating Agency has publicly announced within the period ending 45 days after the Change of Control that it is considering a possible ratings change, provided that the Change of Control Period shall not extend more than 45 days after the public announcement of such consideration).

“**Change of Control Put Exercise Period**” means the period commencing on the date of an Early Redemption Event and ending 60 calendar days following the Early Redemption Event, or, if later, 60 calendar days following the date on which a Change of Control Notice is given to Noteholders as required by Condition 5(e)(i)(C).

“**Change of Control Put Date**” has the meaning provided in Condition 5(e)(i)(B).

“**Change of Control Put Exercise Notice**” has the meaning provided in Condition 5(e)(i)(B).

“**Change of Control Resolutions**” has the meaning provided in Condition 5(e)(i)(D).

“**Excepted Person**” means Financière de Tubize S.A., either by itself or acting together with (i) any shareholder of the Issuer with whom, as per the relevant Issue Date, Financière de Tubize S.A has declared acting in concert separately in accordance with article 1, §1,

13° of the law of 2 May 2007 on the disclosure of large shareholdings in issuers whose securities are admitted to trading on a regulated market and (ii) any person or persons controlled by Financière de Tubize S.A. or any of the persons referred to under (i) above.

“**Investment Grade**” means if the relevant rating is provided by Standard & Poor’s and/or Fitch, a rating of BBB- or higher or, if the relevant rating is provided by Moody’s, a rating of Baa3 or higher.

“**Ordinary Shares**” means fully paid ordinary shares in the capital of the Issuer currently with no-par value.

“**Put Redemption Amount**” means an amount per Calculation Amount calculated by multiplying the Put Redemption Rate by the Calculation Amount both as specified in the relevant Final Terms of such Note and rounding, if necessary, the resultant figure to nearest minimum sub-unit of euro (half of such unit being rounded downwards).

“**Rating Agencies**” shall mean S&P Global Ratings Europe Limited (“**Standard & Poor’s**”), Fitch Ratings Limited (“**Fitch**”) or Moody’s Investors Service Limited (“**Moody’s**”), and their respective affiliates, successors and assigns.

“**Rating Downgrade**” means any downgrade of the rating of the Issuer by a Rating Agency to below Investment Grade.

“**Shareholders**” means the holders of Ordinary Shares.

- (B) If Change of Control Put is specified in the relevant Final Terms, in the event that:
- (i) a Change of Control occurs at the time the Issuer is not rated or has a lower rating than Investment Grade; *or*
 - (ii) a Change of Control occurs at the time the Issuer benefits from an Investment Grade rating, and within the Change of Control Period, a Rating Downgrade occurs which is expressed by the relevant Rating Agency to be in whole or in part related to that Change of Control,

(each an “**Early Redemption Event**”), then:

the holder of each Note will have the right to require the Issuer to redeem that Note on the Change of Control Put Date at the Put Redemption Amount together, if appropriate, with interest accrued to (but excluding) the Change of Control Put Date.

To exercise such right, the holder of the Note must (i) deliver or cause to be delivered to the Listing and Paying Agent a certificate issued by the relevant recognised account holders (*teneurs de comptes agréés*) certifying that the relevant Note is held to its order or under its control and blocked by it or transfer the relevant Note to the Listing and Paying Agent and (ii) complete and deliver to, or deposit with the bank or other financial intermediary through which it holds the Notes (the “**Financial Intermediary**”) for further delivery to, the Issuer with a copy to the Listing and Paying Agent a duly completed and signed notice of exercise in the form for the time being currently obtainable from the Listing and Paying Agent (a “**Change of Control Put Exercise Notice**”), at any time during the Change of Control Put Exercise Period.

The “**Change of Control Put Date**” shall be the fourteenth TARGET Business Day after the expiry of the Change of Control Put Exercise Period.

Payment in respect of any such Note shall be made by transfer to an account denominated in the currency of the relevant Note maintained by the payee with a bank in the principal financial centre of the country of such currency or, in the case of euro, in a city in which banks have access to the TARGET System as specified by the relevant Noteholder in the Change of Control Put Exercise Notice.

A Change of Control Put Exercise Notice, once delivered, shall be irrevocable and the Issuer shall redeem all Notes the subject of Change of Control Put Exercise Notices delivered as aforesaid on the Change of Control Put Date.

If, as a result of this Condition 5(e)(i), holders of the Notes submit Change of Control Put Exercise Notices in respect of at least 85 per cent. of the aggregate principal amount of the Notes for the time being outstanding, the Issuer may, only if the Prohibition of Sales to Belgian Consumers is specified as applicable in the applicable Final Term, having given not less than 15 nor more than 30 days notice to the Noteholders in accordance with Condition 12 (which notice shall be irrevocable and shall specify the date fixed for redemption), redeem all (but not some only) of the Notes then outstanding at the Early Redemption Amount. Payment in respect of any such Note shall be made as specified above.

(C) Change of Control Notice

Within 5 Brussels business days following an Early Redemption Event, the Issuer shall give notice thereof to the Noteholders in accordance with Condition 12 (a “**Change of Control Notice**”). The Change of Control Notice shall contain a statement informing Noteholders of their entitlement to exercise their rights to require redemption of their Notes pursuant to Condition 5(e)(i).

The Change of Control Notice shall also specify:

- (i) to the fullest extent permitted by applicable law, all information material to Noteholders concerning the Change of Control;
- (ii) the last day of the Change of Control Put Exercise Period;
- (iii) the Change of Control Put Date;
- (iv) the Put Redemption Amount.

The Listing and Paying Agent shall not be required to monitor or take any steps to ascertain whether a Change of Control or any event which could lead to a Change of Control has occurred or may occur and will not be responsible or liable to Noteholders or any other person for any loss arising from any failure by it to do so.

(D) If the Change of Control Resolutions are not passed

If a Change of Control Resolution Approval Deadline is specified in the relevant Final Terms and by that Change of Control Resolution Approval Deadline:

- (i) the Change of Control Resolutions are not passed, approved or adopted at a General Meeting of the Shareholders of the Issuer; or
- (ii) the Change of Control Resolutions have not been duly filed with the Clerk of the Commercial Court of Brussels;

then, with effect from the Interest Period starting on the first Interest Payment Date following the Change of Control Resolution Approval Deadline, the rate of interest payable on the Notes shall be increased by the Change of Control Step-Up Margin per annum specified in the relevant Final Terms.

“**Change of Control Resolutions**” means one or more resolutions duly passed, approved or adopted at a General Meeting of Shareholders of the Issuer approving the provisions of Condition 5(e)(i).

(ii) **Other Put Options (Investor Put)**

If Investor Put is specified in the relevant Final Terms, 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 days’ notice to the Issuer (or such other notice period as may be specified hereon or 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 the Noteholder must deliver or cause to deliver to the Listing and Paying Agent a certificate issued by the relevant recognised account holders (*teneurs de comptes agréés*) certifying that the relevant Note is held to its order or under its control and blocked by it or transfer the relevant Note to the Listing and Paying Agent and deposit with the Listing and Paying Agent a duly completed option exercise notice (“**Exercise Notice**”) in the form obtainable from the Listing and Paying Agent in which the Noteholder must specify a bank account to which payment is to be made under this Condition.

(f) **Purchases:** The Issuer may at any time purchase Notes in the open market or otherwise at any price.

(g) **Cancellation:** All Notes purchased by or on behalf of the Issuer may be cancelled, held, reissued or resold at the option of the Issuer.

6 Payments

(a) **Payments under the Notes**

(i) *Payments in euro:* All payments in euro of principal or interest owing under the Notes shall be made through the Listing and Paying Agent and the Securities Settlement System in accordance with the Securities Settlement System Regulations and the Clearing Services Agreement. The payment obligations of the Issuer under the Notes will be discharged by payment to the NBB in respect of each amount so paid.

(ii) *Payment in other currencies:* All payments in any currency other than euro of principal or interest owing under the Notes shall be made through the Listing and Paying Agent and Euroclear, Clearstream, Frankfurt, Monte Titoli, SIX SIS, Interbolsa and/or Euroclear France or other participants of the Securities Settlement System, as applicable (in accordance with the rules thereof, and in accordance with the Securities Settlement System Regulations and the Clearing Services Agreement).

(b) **Payment subject to fiscal laws:** All payments in respect of the Notes will be subject in all cases to (i) any fiscal or other laws and regulations applicable thereto, but without prejudice to the provisions of Condition 7 and (ii) any withholding or deduction required pursuant to an agreement described in Section 1471(b) of the U.S. Internal Revenue Code of 1986 (the “**Code**”) or otherwise imposed pursuant to Sections 1471 through 1474 of the Code, any regulations or agreements thereunder, any official interpretations thereof, or other official guidance, or any law implementing an intergovernmental

approach thereto (“**FATCA Withholding**”). No commissions or expenses shall be charged by the Listing and Paying Agent to the Noteholders in respect of such payments.

- (c) **Appointment of Agents:** The Listing and Paying Agent and the Calculation Agent act solely as agent of the Issuer and do not assume any obligations towards or relationship of agency with any of the Noteholders. The Issuer reserves the right at any time to vary or terminate the appointment of the Listing and Paying Agent and the Calculation Agent and to appoint additional or other agents provided however, that the Issuer shall at all times maintain (i) a Listing and Paying Agent in the Securities Settlement System, (ii) one or more calculation agent(s) where the Conditions so require, and (iii) such other agents as may be required by any other stock exchange on which the Notes may be listed. Notice of any such change or any change of any specified office shall promptly be given to the Noteholders.
- (d) **Non-Business Days:** If any date for payment in respect of any Note 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(d), “**business day**” means a day (other than a Saturday or a Sunday) 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 “Financial Centres” in the relevant Final Terms and:
- (i) (in the case of a payment in a currency other than euro) where payment is to be made by transfer to an account maintained with a bank in the relevant currency, on which foreign exchange transactions may be carried on in the relevant currency in the principal financial centre of the country of such currency, or
 - (ii) (in the case of a payment in euro) which is a TARGET Business Day.

7 Taxation

All payments of principal and interest by or on behalf of the Issuer in respect of the Notes, shall be made free and clear of, and without withholding or deduction for, any taxes, duties, assessments or governmental charges of whatever nature imposed, levied, collected, withheld or assessed by or within the Tax Jurisdiction or any authority therein or thereof having power to tax, unless such withholding or deduction is required by law. In that event, the Issuer shall pay such additional amounts as shall result in receipt by the Noteholders of such amounts as would have been received by them had no such withholding or deduction been required, except that no such additional amounts shall be payable with respect to any Note:

- (a) **Other connection:** to, or to a third party on behalf of, a holder who is liable to such taxes, duties, assessments or governmental charges in respect of such Note by reason of his having some connection with the Tax Jurisdiction other than by reason of (a) the mere holding of or (b) the receipt of principal, interest or other amount in respect of the Note; or
- (b) **Lawful avoidance of withholding:** to, or to a third party on behalf of, a holder who could lawfully avoid (but has not so avoided) such deduction or withholding by complying or procuring that any third party complies with any statutory requirements or by making or procuring that any third party makes a declaration of non-residence or other similar claim for exemption to any tax authority in the place where the relevant Note is presented for payment; or
- (c) **Payment to non Eligible Investors :** to, or to a third party on behalf of, a holder who on the date of acquisition of a Note, was not an Eligible Investor or who was an Eligible Investor on the date of acquisition of such Note but, for reasons within the Noteholder’s control, either ceased to be an Eligible Investor or, at any relevant time on or after the date of acquisition of such Note, otherwise failed to

meet any other condition for the exemption of Belgian withholding tax pursuant to the law of 6 August 1993 relating to certain securities; or

- (d) **Payment to individuals:** where such withholding or deduction is imposed on a payment to an individual and is required to be made pursuant to European Council Directive 2014/107/EU or any law implementing or complying with, or introduced as a result of or in order to conform to, such Directive or any agreement between the EU and any other country or territory providing for similar measures.

For the avoidance of doubt, the Issuer will not be required to pay additional amounts on account of any FATCA Withholding.

As used in this Condition, “**Eligible Investor**” means those entities which are referred to in Article 4 of the Belgian Royal Decree of 26 May 1994 on the deduction of withholding tax (as amended from time to time) and which hold the Notes in an exempt account in the Securities Settlement System.

As used in this Condition, “**Tax Jurisdiction**” means the Kingdom of Belgium.

As used in these Conditions, “**Relevant Date**” in respect of any Note, means the date on which payment in respect of it 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 seven days after that on which notice is duly given to the Noteholders that, upon further presentation of the Note being made in accordance with the Conditions, such payment will be made, provided that payment is in fact made upon such presentation. References in these Conditions to (i) “**principal**” shall be deemed to include any premium payable in respect of the Notes, all Final Redemption Amounts, Early Redemption Amounts, Optional Redemption Amounts, Put Redemption Amounts, Amortised Face Amounts and all other amounts in the nature of principal payable pursuant to Condition 6 or any amendment or supplement to it, (ii) “**interest**” shall be deemed to include all Interest Amounts and all other amounts payable pursuant to Condition 4 or any amendment or supplement to it and (iii) “**principal**” and/or “**interest**” shall be deemed to include any additional amounts that may be payable under this Condition.

8 Prescription

Claims against the Issuer for payment in respect of the Notes shall be prescribed and become void unless made within ten (10) years (in the case of principal (or any other amount (other than interest) payable in respect of the Notes)) or five (5) years (in the case of interest) from the appropriate Relevant Date in respect of them.

9 Events of Default

If any of the following events (each an “**Event of Default**”) occurs and is continuing then any Note may, by notice in writing given by the Noteholder to the Issuer at its registered office with a copy to the Listing and Paying Agent at its specified office be declared immediately due and repayable at its Early Redemption Amount together with accrued interest (if any) to the date of payment, without further formality unless such event shall have been remedied prior to the receipt of such notice by the Listing and Paying Agent:

- (a) **Non-Payment:** the Issuer fails to pay the principal of or premium or interest on any of the Notes when due and such failure continues for a period of 7 days in the case of principal or premium and 14 days in the case of interest unless in any such event the amount due is not paid due to circumstances affecting the marking or clearing of the payment which are outside the control of the Issuer, in which case such event shall not constitute an Event of Default so long as such circumstances continue in existence but, save for circumstances where no alternative means of payment are available, no later than 30 days after the due date; or
- (b) **Breach of Other Covenants, Agreements or Undertakings:** the Issuer does not perform or comply with any one or more of its other covenants, agreements or undertakings in the Notes or the Agency

Agreement, as the case may be, which default is incapable of remedy or, if capable of remedy, is not remedied within 20 Brussels business days after notice of such default shall have been given by any Noteholder to the Issuer at its registered office; or

- (c) **Cross-Acceleration:** (i) any other present or future indebtedness of the Issuer or any Material Subsidiary for or in respect of moneys borrowed becomes due and payable prior to its stated maturity by reason of the occurrence of an event of default (howsoever described) thereunder, or (ii) any such indebtedness is not paid when due or, as the case may be, within any applicable grace period, or within five Brussels business days of becoming due if a longer grace period is not applicable or (iii) the Issuer or any Material Subsidiary fails to pay when due or, as the case may be, within any applicable grace period or within five Brussels business days if a longer grace period is not applicable, any amount payable by it under any present or future guarantee for, or indemnity in respect of, any moneys borrowed, (unless in any such case external legal advisers to the Issuer or the relevant Material Subsidiary, as the case may be, of recognised standing have advised that such indebtedness or other amount is not due and payable, and the Issuer or the relevant Material Subsidiary, as the case may be, is contesting such point in good faith), provided that the aggregate amount of the relevant financial indebtedness, guarantees and indemnities in respect of which one or more of the events mentioned above in foregoing clauses (i), (ii) and (iii) have occurred equals or exceeds €50,000,000 or its equivalent; or
- (d) **Enforcement Proceedings:** a distress, attachment or execution is levied, enforced or sued out on or against any of the property, assets or revenues of the Issuer or, any Material Subsidiary having an aggregate value of at least €50,000,000 or its equivalent and is not discharged or stayed within 45 Brussels business days; or
- (e) **Security Enforced:** any mortgage, charge, pledge, lien or other encumbrance, present or future, created or assumed by the Issuer or any Material Subsidiary in respect of any of its property or assets for an amount at the relevant time of at least €50,000,000 or its equivalent becomes enforceable and any step is taken to enforce it (including the taking of possession or the appointment of a receiver, manager or other similar person); or
- (f) **Insolvency:** the Issuer or any Material Subsidiary is judicially determined or formally admitted to be insolvent or bankrupt or (other than in respect of any debts owed to another member of the Group) is unable to pay its debts as they fall due, stops, suspends or announces its intention to stop or suspend payment of all or a material part of (or of a particular type of) such debts or makes any agreement for the deferral, rescheduling or other readjustment of all of (or all of a particular type of) such debts (or any particular debt, in each case which it will or might otherwise be unable to pay when due), proposes or makes a general assignment or an arrangement or composition with or for the benefit of the relevant creditors in respect of any of such debts or a moratorium is declared or comes into effect in respect of all or any part of (or of a particular type of) such debts of the Issuer or the relevant Material Subsidiary; or
- (g) **Winding-up:** an order is made or an effective resolution passed for the winding-up or dissolution of the Issuer or any Material Subsidiary (other than a solvent liquidation or reorganisation of any Material Subsidiary), or the Issuer or any Material Subsidiary ceases or threatens to cease to carry on all or substantially all of its business or operations, except for the purpose of and followed by a reconstruction, amalgamation, reorganisation, merger or consolidation (i) on terms approved by a resolution of the Noteholders or (ii) in the case of a Material Subsidiary, whereby the undertakings and assets of the Material Subsidiary are transferred to or otherwise vested in the Issuer or another of its Subsidiaries; or
- (h) **Analogous Events:** any event occurs which under the laws of any relevant jurisdiction has an analogous effect to any of the events referred to in paragraphs (c) to (g) above.

10 Meeting of Noteholders and Modifications

(a) Meetings of Noteholders:

The Agency Agreement contains provisions for convening meetings of the Noteholders to consider matters affecting their interests, including the sanctioning by Extraordinary Resolution of a modification of any of the Conditions applicable to the Notes. For the avoidance of doubt, any such modification shall always be subject to the assent of the Issuer. An “**Extraordinary Resolution**” means a resolution passed at a meeting of Noteholders duly convened and held in accordance with these Conditions and the Belgian Companies Code by a majority of at least 75 per cent. of the votes cast.

All meetings of Noteholders will be held in accordance with the Belgian Companies Code with respect to noteholders meetings. Such a meeting may be convened by the board of directors of the Issuer or its auditors and shall be convened by the Issuer upon the request in writing of Noteholders holding not less than one fifth of the aggregate principal amount of the outstanding Notes. A meeting of Noteholders will be entitled to exercise the powers set out in the Belgian Companies Code and generally (subject to the assent of the Issuer) to modify or waive any provision of the Conditions applicable to the Notes (including, without limitation, any proposal (i) to modify the maturity of the Notes or the dates on which interest is payable in respect of the Notes, (ii) to reduce or cancel the principal amount of, or interest on, the Notes or (iii) to change the currency of payment of the Notes) in accordance with the quorum and majority requirements set out in the Belgian Companies Code.

Resolutions duly passed in accordance with these provisions shall be binding on all the Noteholders, whether or not they are present at the meeting and whether or not they vote in favour of such a resolution.

The Agency Agreement provides that, if authorised by the Issuer, a resolution in writing signed by or on behalf of holders of not less than 75 per cent. of the aggregate principal amount of the relevant Notes shall for all purposes be as valid and effective as an Extraordinary Resolution passed at a meeting of Noteholders duly convened and held, provided that the terms of the proposed resolution have been notified in advance to the Noteholders through the relevant clearing system(s). Such a resolution in writing may be contained in one document or several documents in the same form, each signed by or on behalf of one or more Noteholders.

These Conditions may be amended, modified or varied in relation to any Series of Notes by the terms of the relevant Final Terms in relation to such Series.

(b) Modifications of Agency Agreement

The Issuer shall only permit any modification of, or any waiver or authorisation of any breach or proposed breach of or any failure to comply with, the Agency Agreement and/or the Clearing Services Agreement, if to do so could not reasonably be expected to be materially prejudicial to the interests of the Noteholders or which in the Listing and Paying Agent’s opinion is of a formal, minor or technical nature or is made to correct a manifest error to comply with mandatory provisions of law.

11 Further Issues

The Issuer may from time to time without the consent of the Noteholders create and issue further notes having the same terms and conditions as the Notes (or the same in all respects save for the amount and (only if the further Tranche is issued on or after the date of the first payment of interest of the first Tranche) date

of the first payment of interest thereon and the date from which interest starts to accrue) (so that, for the avoidance of doubt, references in the conditions of such notes to “**Issue Date**” shall be to the first issue date of 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.

12 Notices

- (a) **Notices to the Noteholders:** Notices to the Noteholders shall be valid if (i) published on the website of the Issuer, (ii) published through the usual newswires agency (or any of the usual newswires agencies) used by the Issuer to discharge its ongoing information duties pursuant to the Royal Decree of 14 November 2007 and (iii) delivered to the National Bank of Belgium for communication to the Noteholders via participants in the Securities Settlement System. The Issuer shall also ensure that all notices are duly published in a manner which complies with the rules and regulations of any stock exchange on which the Notes are listed for the time being. Any notice shall be deemed to have been given on the date of the first publication.
- (b) **Notices by the Noteholders:** Notices to be given by any holder of the Notes shall be in writing and given by lodging the same with the Listing and Paying Agent.
- (c) **Convening Notices :** convening notices for meeting of Noteholders shall be given to the Noteholders in accordance with condition 12 (a) not less than fifteen days prior to the relevant meeting. The notice shall specify the day, time and place of the meeting and the nature of the resolutions to be proposed and be published in the Belgian State Gazette in accordance with the Belgian Companies Code.

13 Governing Law and Jurisdiction

- (a) **Governing Law:** The Notes and any non-contractual obligations arising out of or in connection with the Notes are governed by, and shall be construed in accordance with, Belgian law.
- (b) **Jurisdiction:** The Courts of Brussels (Belgium) are to have exclusive jurisdiction to settle any disputes which may arise out of or in connection with the Notes and, accordingly, any legal action or proceedings arising out of or in connection with the Notes may be brought in such courts.

USE OF PROCEEDS

The net proceeds from each issue of Notes by the Issuer will generally be used for general corporate and financing purposes of the Issuer and its subsidiaries.

These general corporate and financing purposes may include, among other things, the refinancing of existing indebtedness, the financing of the UCB Group's investment programmes, acquisitions, pension obligations and general working capital requirements. If, in respect of any particular issue, there is a particular identified use of proceeds, this will be stated in the applicable Final Terms.

DESCRIPTION OF UCB

1 Overview of UCB and its business

UCB SA is a Belgian limited liability company (“*naamloze vennootschap*”/“*société anonyme*”) and was established on 26 May 1925. Its registered office is located at 60 Allée de la Recherche, 1070 Brussels, Belgium (telephone number: +32 2 559 99 99) and it is registered with the Crossroads Bank for Enterprises under enterprise number (“*ondernemingsnummer*”/“*numéro d’entreprise*”) VAT-BE 0403.053.608 RLP Brussels (“**UCB**”). UCB’s Ordinary Shares have been listed on the Belgian Stock Exchange (now Euronext Brussels) since incorporation.

UCB and its subsidiaries taken as a whole (the “**UCB Group**”) constitute a global biopharmaceutical company, headquartered in Brussels (Belgium). The UCB Group develops and markets human pharmaceutical products for the treatment of severe central nervous system (or CNS) and immunology disorders.

The strategy of the UCB Group is driven by its ambition to be the patient preferred biotech leader, creating patient value for specific populations through unique outcomes, the best experience and improving as many of these lives as possible. The UCB Group wants to be present and lead in specific patient populations by 2025, defined by leading patient share in the relevant segment. Its innovation focus is on developing differentiated medicines with high predictability of response and on exploring new scientific platforms. Today, the UCB Group differentiates itself by focusing on a patient-driven approach offering patient solutions for a range of severe CNS and immunology disorders, including epilepsy, Parkinson’s disease, restless leg syndrome, Crohn’s disease, rheumatoid arthritis and other inflammatory arthritis indications as well as bone loss disorders. The UCB Group has further indications under clinical development such as myasthenia gravis (MG) and CIDP (chronic inflammatory demyelinating polyneuropathy).

The key marketed products of the UCB Group currently are Vimpat®, Briviact® and Keppra® as well as Neupro® for CNS diseases. For immunology, the key marketed product is Cimzia®.

The UCB Group is seeking to supplement its current marketed products by a research and development pipeline focusing on the following CNS diseases: epilepsy and Parkinson’s disease as well as indications like MG and CIDP. Research and development are also carried out in the following immunology disorders: psoriasis, several different arthritis indications, systemic lupus erythematosus, bone loss disorders and other autoimmune diseases. The UCB Group believes that the concentration of its research and development efforts on a limited range of severe diseases increases the likelihood of significant, high-value innovations. The UCB Group has two Centres of Excellence which are located in Slough (United Kingdom) and Braine-l’Alleud (Belgium). As of 31 December 2018, the principal geographic markets of the UCB Group were: Europe with 30 per cent. of net sales, North America with 49 per cent. of net sales and international markets (including China and Japan) with 19 per cent. of net sales.

Employing 7,495 people (31 December 2018) and operating in 40 countries, the UCB Group generated revenues of EUR 4.632 billion in 2018 with underlying profitability (recurring EBITDA) reaching EUR 1.398 billion.

UCB and Ra Pharmaceuticals Inc. (NASDAQ: RARX, Ra Pharma) announced on 10 October 2019 their entry into a merger agreement pursuant to which UCB will acquire Ra Pharma. The transaction remains subject to approval by Ra Pharma shareholders and to obtaining antitrust clearance and other customary closing conditions. UCB and Ra Pharma expect to complete the transaction by the end of Q1 2020. The acquisition of Ra Pharmaceuticals Inc. will be financed by a combination of existing cash resources and a 5-year bullet term loan of up to USD 2,070 million, arranged and underwritten by BNP Paribas Fortis and Bank of America Merrill Lynch. Pro-forma for this acquisition, UCB’s new net debt / rEBITDA ratio is expected to be in the range between 1.5 and 2.0 times. For more information about this transaction, please read the press release of 10

October 2019, incorporated by reference in this prospectus : “UCB agrees to acquire Ra Pharmaceuticals: *Joining forces to improve treatment options for people living with myasthenia gravis and other rare diseases*”.

2 Corporate purpose

According to article 3 of the Articles, the purpose of UCB is to hold and manage direct or indirect shareholdings in other companies having a purpose directly or indirectly related to research, development, industrial or commercial activities, focused mainly, but not exclusively, on the pharmaceutical industry. UCB can provide support services for third parties, in particular for companies in which UCB has a direct or indirect interest. More generally it can undertake any commercial, industrial, financial, property or real estate operations both in Belgium or elsewhere, which may be directly or indirectly related to the above purposes, including, without being limited to, the financing of the companies in which it has an interest by way of loans, guarantees, grants of securities or in any other manner.

3 Selected Financial Highlights – Capital Structure Highlights

Summary of the UCB Group Financial Data (Consolidated figures – *EUR millions*) based on 2017 and 2018 UCB’s Annual Reports and 2019 UCB’s Half year Report:

Income Statement

	HY 2019	HY 2018	FY 2018	FY 2017
€ million				
CONTINUING OPERATIONS				
Net Sales	2 219	2 146	4 412	4 182
Royalty income and fees	33	56	92	108
Other revenue	71	67	128	240
Revenue	2 323	2 269	4 632	4 530
Cost of sales	- 598	- 573	-1 198	-1 200
Gross profit	1 725	1 696	3 434	3 330
Marketing and selling expenses	- 502	- 442	- 964	- 940
Research and development expenses	- 568	- 500	-1 161	-1 057
General and administrative expenses	- 96	- 88	- 180	- 192
Other operating income/expenses (-)	12	- 9	- 24	- 11
Operating profit before impairment, restructuring and other income and expenses	571	657	1 105	1 130
Impairment of non-financial assets	- 2	0	0	- 1
Restructuring expenses	- 8	- 4	- 20	- 23
Other income/expenses (-)	37	23	24	- 19
Operating profit	598	676	1 109	1 087
Financial income	8	8	16	15

Financial expenses	- 61	- 54	- 109	- 114
Share of loss of associates	- 1	- 1	- 1	0
Profit before income taxes	544	629	1 015	988
Income tax expense	- 108	-56	- 200	- 218
Profit from continuing operations	436	573	815	770
DISCONTINUED OPERATIONS				
Profit/loss (-) from discontinued operations	1	1	8	1
PROFIT	437	574	823	771
Attributable to:				
Equity holders of UCB SA	411	551	800	753
Non-controlling interests	26	23	23	18
BASIC EARNINGS PER SHARE (€)				
from continuing operations	2.20	2,93	4.20	3.99
from discontinued operations	0	0	0.04	0.01
Total basic earnings per share	2.20	2,93	4.24	4.00
DILUTED EARNINGS PER SHARE (€)				
from continuing operations	2.20	2,93	4.20	3.99
from discontinued operations	0	0	0.04	0.01
Total diluted earnings per share	2.20	2,93	4.24	4.00

Consolidated balance sheet summary

€ million	HY 2019	HY 2018	FY 2018	FY 2017
ASSETS				
Non-current assets	7 697	7.630	7 564	7 240
Current assets	2 820	2.566	2 950	2 677
Total assets	10 517	10.196	10 514	9 917
EQUITY AND LIABILITIES				
Equity	6 456	5.942	6 255	5 736
Non-current liabilities	1 678	2.150	2 021	2 232
Current liabilities	2 383	2.104	2 238	1 949
Total liabilities	4 061	4.254	4 259	4 181

Total equity and liabilities	10 517	10.196	10 514	9 917
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Debt maturity profile

Summary of the maturity dates of the main financial borrowings of the UCB Group as outstanding as at 30 June 2019 expressed in notional amounts.

	2019	2020	2021	2022	2023	2024	2025
Belgian retail bonds	-	250			176		
Institutional eurobonds	75		350	350			
Other ST loans	12						
European Investment Bank loan	9	18	18				

As at end of June 2019, EUR 1,201 million of senior unsecured bonds were outstanding as well as USD 50 million of loans with the European Investment Bank. No moneys were borrowed under the EUR 1.0 billion committed syndicated credit facility.

Figures relating to the gearing ratio and the other financial liabilities, amounting to EUR 165 million as per end December 2018, of the UCB Group may be found respectively in note 4.4 (page 193) and note 30 (page 228) of the consolidated audited annual financial statements of the UCB Group for the financial year ended 31 December 2018

At present the UCB Group is not subject to any financial covenants as part of its debt agreements.

4 Current Organisational Structure

UCB is the holding company of the UCB Group, with almost 70 subsidiaries, the large majority of which are directly or indirectly wholly owned. UCB Group currently operates an organisational model with a clear focus on key disease or domain expertise areas. This structure currently comprises four pillars: Patient Value Units, Patient Value Practices, Patient Value Operations and Patient Value Functions.

Patient Value Units

Currently three Patient Value Units are organised around each major patient group, namely patients with neurological, immunological or bone loss diseases. UCB NewMedicines™ is the patient value unit focusing on research and early development of new compounds and solutions for patients.

Patient Value Practices

Clustered in two groups, Marketing Practices and Clinical Development/Medical Practices, the Patient Value Practices are made up of high value-adding teams responsible for building knowledge and expertise to drive differentiated value in our patient solutions. They work very closely with Patient Value Units.

Patient Value Operations

Patient Value Operations enable smooth alignment and consistency across geographies, consistent with UCB Group's strategic market priorities of North America, Europe, Japan, China and other International Markets, while providing timely and cost-effective product supply. Patient Value Operations also includes full responsibility for mature products globally.

Patient Value Functions

Patient Value Functions are the main support function departments of the UCB Group being Finance, Talent and Legal.

For more information, please see our Annual Report, p.102

5 Key Strengths and Strategies of UCB

Key strengths of the UCB Group

The UCB Group has a history of developing effective and commercially successful products. Key strengths of the UCB Group include:

(a) Strong product range

The UCB Group is focused on developing and commercialising a range of products in the CNS and immunology areas. The current product range includes Cimzia®, Vimpat®, Keppra®, Briviact® and Neupro®. Cimzia® is available in 56 countries for the treatment of rheumatoid arthritis and other inflammatory TNF-mediated diseases. Vimpat® is available to patients in more than 50 countries for the treatment of epilepsy (partial onset or focal seizures). Keppra® is available across the world for the treatment of different seizure types in epilepsy. Briviact® was launched in 2016 and is available for patients with epilepsy (partial onset or focal seizures) in more than 25 countries. Neupro® is available in more than 45 countries for the treatment of Parkinson's disease and in selected countries for restless-legs-syndrome. Keppra® is off-patent in the U.S. and the EU since 2008 and 2010 respectively, it will see patent expiring in Japan in October 2020. All other four key products have their key exclusivity or patent expiration dates after 2020 (as further detailed in Part 11 *Intellectual Property*, Section (a) *Patents* of this description of UCB).

(b) Focus on developing a pipeline of products

The UCB Group is committed to developing a pipeline of a new generation of therapies offering breakthrough innovation to patients with severe diseases primarily in CNS and immunology disorders. Long-term growth is expected from up to six new potential product launches in the next five years (2019 – 2024). Two new treatment options have been approved in 2019: Evenity® (romosozumab) for post fracture osteoporosis already launched in Japan, the U.S., South Korea, Canada and Australia (partnered with Amgen) and Nayzilam® (midazolam nasal spray) for acute repetitive epilepsy seizures to be launched in the U.S at the end of 2019. With several new molecular entities, including bimekizumab for psoriasis, psoriatic arthritis and axial spondyloarthritis, padsevonil for drug refractory epilepsy and rozanolixizumab for MG in confirmatory phase or phase 3, the last development phase before regulatory review, the UCB Group is well positioned for continued growth. All these potential new drugs have the potential to be highly differentiated, are long-term patent protected and could qualify for a good reimbursement position – subject to final product profile and reimbursement. With several different programs and indications in the disease areas neurology/CNS and immunology, the UCB Group has a promising preclinical and early clinical development pipeline.

(c) Commitment to research and development of new products

UCB NewMedicines™ is focusing on early discovery research through to clinical proof-of-concept for products showing efficacy in target diseases. UCB NewMedicines™ was established to secure the future pipeline of the UCB Group, and dedicated resources span all required disciplines for projects through these early phases. The organisation is highly networked with the external world to access novel technologies, collaborators and services, with several drug discovery alliances and numerous university

partnerships. UCB plans to intensify its existing focus in immunology and neurology as well as is interested in gene therapy.

(d) Global footprint

With operations in 40 countries and the top 20 pharmaceutical markets, the UCB Group has fully integrated operations in the world's more established pharmaceutical markets, including North America, Japan, Germany, France, Italy, the UK and Spain, as well as a growing presence in markets such as China.

(e) Leading role in developing epilepsy treatments

The UCB Group has a trusted heritage within, and proven commitment to, the epilepsy community, with Keppra® (levetiracetam) Vimpat® (lacosamide) and Briviact® (brivaracetam) providing significant treatment options for many people living with epilepsy. The UCB Group is recognised as a leader in epilepsy and continues to develop new products in this area. Padsevonil provided positive phase 2a results and is currently in phase 2b and phase 3 testing with first results expected for the phase 2b in the first half 2020..

(f) Experienced scientific and management teams

Scientists at the UCB Group are well-regarded in their respective fields, and management teams have significant experience in the pharmaceutical industry. Within the UCB Group, the scientists and management teams work together to bring products through to patients efficiently and are committed to UCB Group's goal of putting the patient at the focal point of innovation, with the aim of developing new solutions for people living with severe CNS and immunology disorders and other diseases.

The key strategies which the UCB Group employs to develop and maximise the potential in its business include:

(a) Successful commercialisation of Cimzia®, Vimpat®, Keppra®, Briviact® and Neupro®

The UCB Group is focused on achieving commercial success for its key products Cimzia®, Vimpat®, Keppra®, Briviact® as well as Neupro®. The commercialisation of the key products of the UCB Group has been supported by adding new indications, thus broadening the patient base, and introducing these key products into new geographical areas, particularly during the Grow & Prepare phase of UCB's Patient Value Strategy. This has and continues to contributing to the continued growth of the revenues of the UCB Group in the current Accelerate & Expand phase. The expansion of the relevant patient populations and regions within the different phases of the UCB Patient Value Strategy are further described on pages 26 to 28 of the 2018 Annual Report of the UCB Group. Keppra® lost patent exclusivity from generic competition in the US in 2008 and in the EU in 2010. However it is still protected by data exclusivity in Japan until 2020 (and marketed by UCB Group's partner Otsuka Pharmaceuticals). Since the beginning of 2019, the UCB Group is launching – under the leadership of partner Amgen - Evenity® (romosozumab) for post fracture osteoporosis in Japan, the U.S., South Korea, Canada and Australia and is preparing the launch of Nayzilam® (midazolam) for acute repetitive seizures for the U.S. market. UCB Group's commercialisation strategies are optimized on local level and may include partnering.

(b) Continued commercialisation of mature products no longer protected by patents

Products no longer protected by patents are referred to as “established brands” – representing 12 per cent of UCB's net sales in 2018. This portfolio includes established brands such as Zyrtec®, Xyzal®, or Nootropil®. These are no longer actively promoted in major market geographies by the UCB Group,

but they retain a steady or declining market share and sales, and therefore provide a source of income for the business.

(c) Focus on development of the pipeline

The strategic split of the research and development functions between UCB NewMedicines™ and Development and Medical Patient Value Practice is designed to allow better allocation of resources between the development of molecules to clinical proof-of-concept and bringing such concepts through to the delivery of products to the market and ensuring optimal management of their life cycle. The UCB Group is committed to maintaining its focus on the development of new products in neurology and immunology, and resources continue to be allocated accordingly. UCB NewMedicines™ and Development and Medical Patient Value Practice are highly networked with the external world to access novel technologies, collaborators and services, with several drug discovery alliances and numerous university partnerships. Clinical, Medical and Regulatory is currently focusing on a late-stage pipeline which includes bimekizumab for psoriasis, psoriatic arthritis and axial spondyloarthritis, padsevonil for drug refractory epilepsy and rozanolixizumab for MG. In addition, the team performs the clinical testing for the early-stage projects.

(d) Optimising the life cycle of products

The UCB Group endeavours to maximise the value from its products and their respective intellectual property by the active management of product life cycles. The planning and timing of applications for new indications of products, broadening the patient base, and introducing products into new geographical areas, is managed centrally with the intention of bringing treatment benefits to patients with unmet medical needs, which is expected to result in commercial success for UCB products.

6 Core Therapeutic Areas

The biopharmaceuticals business is the core business of the UCB Group. This includes research, development, manufacturing and marketing of products in the therapeutic fields of severe central nervous system and immunology disorders as well as other disorders.

(a) Central Nervous System/Neurology

Summary

The market for CNS diseases covers various therapeutic areas, in particular insomnia, Parkinson's disease, depression, anxiety, bipolar disorder, schizophrenia, Alzheimer's disease, fibromyalgia and epilepsy. The UCB Group currently focuses primarily on epilepsy, Parkinson's disease and restless legs syndrome, but may be marketing compounds in other CNS therapeutic areas in the future.

For the treatment of epilepsy, currently the UCB Group offers Vimpat®, Keppra®, (including E Keppra® and Keppra®XR) and Briviact®.

Neupro® is available to treat early stage and advanced Parkinson's disease and is also approved to treat the symptoms of moderate-to-severe idiopathic restless legs syndrome in adults.

Strategy/Trend

The UCB Group has established itself as an important participant in the neurology market through innovation in drug discovery and development as well as a strong commercial performance. The UCB Group has established an independent presence within the neurology market which will support the ongoing development and commercialisation of future CNS products. There are several potential products in the pipeline which are anticipated to have the potential to continue this trend. This includes

products whose indications extend beyond the area of epilepsy, in particular into the treatment of movement disorders such as Parkinson's disease and restless leg syndrome, or in MG, CIDP and others.

Key Products

Vimpat® (lacosamide)

Vimpat® is approved as adjunctive or monotherapy therapy for the treatment of partial-onset seizures with or without secondary generalisation in patients with epilepsy. Vimpat® is available across all major markets in multiple formulations (tablets, oral solution, and IV) as well as multiple presentations. Available in more than 50 countries, Vimpat® continues to reach more and more patients. In 2018, Vimpat® represented 26 per cent of UCB's net sales. Vimpat® is patent protected in the U.S. and the EU until 2022, in Japan until 2024.

Keppra® (levetiracetam)

Despite having lost patent exclusivity in the U.S. and EU, Keppra® is still one of the key products of the UCB Group, indicated for the treatment of certain types of epilepsy. Keppra® retains patent exclusivity in Japan, where the UCB Group and its partner Otsuka Pharmaceutical successfully launched the drug under the name E Keppra® until 2020. In 2018, the Keppra® franchise represented 18 per cent of UCB's net sales.

Briviact® (brivaracetam)

Since 2016, Briviact® is approved and meanwhile available as adjunctive or monotherapy therapy for the treatment of partial-onset seizures (also now called "focal seizures") with or without secondary generalisation in patients with epilepsy. Briviact® is available across 27 countries and is patent protected in the EU and the U.S. until 2026. In 2018, Briviact® accounted for 3 per cent of UCB's net sales.

Neupro® (rotigotine transdermal system)

The Parkinson's patch, Neupro®, is available in more than 45 countries for the treatment of the signs and symptoms of early-stage idiopathic Parkinson's disease. In 2018, Neupro® represented 7% of UCB's net sales. The UCB Group's partner Otsuka Pharmaceutical is successfully marketing Neupro® in Japan. In selected markets, subject to reimbursement by the health care system, Neupro® is also available for the treatment of restless-legs-syndrome.

Neupro® is patent protected in the EU and the U.S. until 2021 and 2024 in Japan, additionally there are several formulation patents covering Neupro® in the U.S. and EU until 2030.

Product Pipeline

In 2018, the UCB Group has acquired Nazilam, a nasal spray for acute repetitive epilepsy seizures (from Proximagen). The product was approved in the U.S. in May 2019, a launch is planned in the coming months. At this time, there are no plans to launch the product elsewhere.

UCB is developing padsevonil in drug-resistant epilepsy, currently in phase 2b with results expected in H1 2020 and also already in phase 3, with results expected in H2 2021.

UCB is developing UCB0107 in progressive supranuclear palsy (PSP), which just reported positive phase 1 results. A confirmatory phase (2/3) is expected to start in 2020.

For a more detailed description of the product pipeline in the neurology field see Part 8, "Research and Development" of this description of UCB.

(b) Immunology

Summary

The overall immunology market includes the treatment of autoimmune diseases, inflammation, allergy and immuno-dermatology and comprises several therapeutic categories of drugs. These drugs target the treatment of a variety of autoimmune and inflammatory conditions, such as inflammatory bowel disorders, rheumatoid arthritis, asthma, allergic rhinitis, psoriasis, psoriatic arthritis and axial spondyloarthritis.

The UCB Group has a long history of scientific and commercial presence in this field, starting with its discovery of several generations of anti-histamines and continuing with the development of an anti-TNF treatment option and developing currently a new mode of action in this area. The UCB Group streamlined its operations to focus on specialist immunology products with a focus on rheumatoid arthritis, psoriasis and psoriatic arthritis as well as osteoporosis among others.

Strategy/Trend

The UCB Group is focused on severe immunology disorders, in line with its specialist approach to the development of immunology products. There are several potential products in the pipeline which are anticipated to continue this trend. This includes psoriasis, arthritis indications like psoriatic arthritis, axial spondyloarthritis and SLE.

Key Products

Cimzia® (certolizumab pegol)

Cimzia® is available in more than 55 countries for patients with rheumatoid arthritis, psoriatic arthritis, axial spondyloarthritis and ankylosing spondylitis as well as Crohn's disease in selected markets (like the U.S. and Switzerland). In Japan, the UCB Group and Astellas jointly developed and commercialise Cimzia®, launched early 2013. In 2018, Cimzia® represented 34 per cent of UCB's net sales. Cimzia® is patent protected in the U.S. and the EU until 2024, in Japan until 2026.

Product Pipeline

The UCB Group has developed (with partner Amgen) a treatment opportunity for post fracture osteoporosis. Evenity (romosozumab) was approved and launched in the U.S., Japan, South Korea, Canada and Australia under the leadership of Amgen in 2019. In further regions the product is under regulatory review including the EU. In June 2019, in the EU, the UCB Group received a negative opinion. A re-examination had been initiated and a decision was announced on 18 October 2019. Evenity® received a positive CHMP opinion for the treatment of severe osteoporosis in postmenopausal women at high risk of fracture. Final decision by the European authority is expected around the end of 2019.

Bimekizumab for psoriasis, psoriatic arthritis and axial spondyloarthritis is currently undergoing phase 3 testing. First results of three studies are expected in psoriasis in the fourth quarter 2019 (in October 2019, one out of three reported positive results, results from the two other studies are expected in the fourth quarter of 2019), in psoriatic arthritis and axial spondyloarthritis at the end of 2021.

UCB and its partner Biogen are developing dapirolizumab pegol in moderately-to-severely active systemic lupus erythematosus (SLE). SLE is a chronic autoimmune disease in which the immune system attacks cells and tissues in the body, resulting in an inflammation and tissue damage. A phase 3 program is expected to start 2020 as clinical trial design is still under discussion with the partner and the health agencies.

For a more detailed description of the product pipeline in the immunology field see Part 8, “Research and Development” of this description of UCB.

(c) Primary Care Products/Established Brands

The UCB Group continues to market certain specialist products with which it can be competitive without incurring high distribution and sales costs. With this in mind, although the UCB Group no longer focuses on allergy, anti-histamine and other primary care products as described below and has exited primary care markets in the U.S., certain European countries and Japan, these products continue to produce revenue and profitability for the UCB Group. The UCB Group is open to divestiture options for this portfolio. In 2018, the UCB Group divested the Innere Medizin activities in Germany, focused on primary care products. In the first half of 2019, the UCB Group divested the iron supplement Niferex.

Zyrtec® (cetirizine)

Zyrtec® is an antihistamine used to treat the symptoms of seasonal allergic rhinitis, perennial allergic rhinitis and chronic idiopathic urticaria.

Xyzal® levocetirizine

Xyzal® is an allergy treatment indicated for the symptomatic treatment of allergic rhinitis, including persistent allergic rhinitis and urticaria in adults and children over six months

Other products which are part of the UCB Group’s portfolio of established brands include Nootropil® (piracetam), for cognitive disorders and vertigo.

Patent protection for all these established brands has expired. It is expected that there will be a continuous decline of net sales of these products.

(d) Markets and Distribution

The majority of prescription products of the UCB Group are distributed through wholesalers to retail and hospital pharmacies. The UCB Group maintains marketing and sales forces and has wholly-owned distribution subsidiaries in most major markets in Europe, North America and Asia. These affiliates distribute products coming from the main production sites of the UCB Group, which are located in Braine-l’Alleud in Belgium, Bulle in Switzerland, Zhuhai in China and Saitama in Japan, to wholesalers in their own country. Wholesalers are responsible for delivery to thousands of retail pharmacies and hundreds of hospital centres, with deliveries taking place typically at least once a day in most developed countries. With few exceptions, the UCB Group does not deliver its products directly to patients or individual pharmacists. The distribution chain for prescription drugs is subject to strict rules of quality and safety and the UCB Group takes every reasonable precaution to ensure the regular supply of its drugs to patients around the world.

7 Geographic Segments/Principal Markets

The sales of the UCB Group are mainly derived from Europe and North America. The UCB Group has prioritised its geographical aims to focus first on fully resourced strategic markets, such as the U.S. and key European countries as well as Japan, then markets which are developing quickly and are strategically aligned like China. For more information on net sales by geographical area, please see the Annual Report of UCB, p.153.

8 Research and Development

(a) Introduction

UCB's ambition is to be the patient preferred biotech leader, creating patient value for specific populations through unique outcomes, the best experience and improving as many of these lives as possible. UCB wants to be present and lead in specific patient populations defined by leading patient share in the relevant segment. The company's innovation focus is on differentiated medicines with high predictability of response and on exploring new scientific platforms. The key features of the research and development organisation of the UCB Group include:

- (a) a strategic focus on severe CNS and immunology diseases;
- (b) a dual pipeline approach to research and development encompassing both new chemical entities and new biological entities; with the potential to include new technologies, like gene technology
- (c) a world-wide research and development staff;
- (d) two major research sites located at Braine-l'Alleud (Belgium) and Slough (United Kingdom);
- (e) main development teams located at Monheim (Germany), Raleigh RTP (US) and Tokio (Japan);
- (f) a focus on differentiated molecules in development for the treatment of epilepsy, Parkinson's disease, inflammatory arthritic diseases, immuno-dermatology, bone loss diseases, systemic lupus erythematosus, and other severe CNS and autoimmune diseases; and
- (g) UCB NewMedicines™ leading partnerships with academia and other leading drug discovery organisations as well as a continuing search for further partnerships through which the UCB Group can utilise its expertise, particularly in antibody-based drug research and development, to optimise the development and marketing of new pharmaceuticals.

(b) Discovery Technologies

As a result of its dual-pipeline strategy encompassing both new chemical entities and new biological entities, the UCB Group is able to address disease pathways at different points in the targeted therapy areas.

New chemical entities ("NCEs" or small molecules) are used to treat a wide range of diseases, and are most often designed to be taken orally. Chemical entities are designed to address both extracellular and intracellular targets as well as targets in the central nervous system. New generations of NCEs, which enhance the degradation of selected target proteins, are also being developed.

The NCEs discovery technologies of the UCB Group include, for example, computer assisted drug discovery ("CADD"), a technology which assists and facilitates drug discovery programmes through the application of structural biology, molecular dynamics, advanced modelling, simulation, virtual screening and data visualisation techniques.

New biological entities ("NBEs"), in particular antibody-based drugs are relatively large (around 250 times larger than small molecules), tend to be highly specific and offer efficient ways in which to block protein-protein interactions. Biological entities are generally administered by injection and can act very rapidly and over a long period of time.

They are not easily applied to intracellular targets but can be used to modulate selectively events such as cytokine-receptor interactions or adhesion molecule binding. The UCB Group possesses a range of cutting-edge technologies that facilitate the discovery and development of NCEs and NBEs.

The UCB Group's proprietary Antibody Discovery Technology enables the UCB Group to isolate rare, high-affinity, functionally-active antibodies from a number of species, with speed and precision, reducing the time it takes to identify these antibodies while sampling billions of potential therapeutics molecules. The UCB Group is constantly endeavouring to develop its Antibody Discovery and Development platforms by incorporating rational design and novel antibody fragment structures to address opportunities in disease which can only be achieved through bispecificity.

UCB is committed to using disease tissue from patients wherever possible, to provide relevant insight into human disease, in preference to reliance on animal models, and is engaging with academic and commercial groups to establish new technology in this area.

An emerging and important area for UCB is the application of Artificial Intelligence/Deep & Machine Learning to key aspects of the discovery and development processes in order to expedite the identification and delivery of the right medicines to the right patient populations.

(c) Therapeutic Focus: Research Areas

In accordance with its general strategy, the research and development activities of the UCB Group are focused on the therapeutic areas of severe CNS and immunology disorders.

Central Nervous System

The UCB Group has an established record of innovative CNS research and has developed a number of novel, marketed drugs and continues to strive for new treatments of neurological disorders such as epilepsy, Parkinson's disease and other movement disorders as well as new projects in multiple Immunoglobulin G (IgG) autoantibody-mediated diseases and other rare diseases. The research strategy of the UCB Group in the therapeutic field of CNS is to combine target-based drug discovery with a focus on target validation in disease-relevant neuropharmacology models of integrative brain activity. The UCB Group's research focuses on neural excitability and neural degeneration as a whole because the UCB Group considers that abnormalities in neural excitability, synchronisation and neuro degeneration underlie many neurological conditions.

The UCB Group established a leading scientific platform for the therapy and treatment of epilepsy with the development and production of Keppra®, Vimpat® and Briviact®. The UCB Group is also continuing to develop new molecules for the treatment of epilepsy like padsevonil.

Vimpat® continues to be developed as an adjunctive epilepsy therapy for primary generalised tonic-clonic seizures.

Under development by UCB, padsevonil is a novel antiepileptic drug with a unique, dual synergistic mode of action. The phase 2a study - aimed at drug resistant focal epilepsy patients - showed positive top line results. Padsevonil progressed in February 2018 into further development (phase 2B) with first results being expected in H1 2020. A phase 3 started in Q1 2019 with first results expected in H2 2021

Rozanolixizumab is a novel, first-in-class subcutaneous infusion anti-FcRn antibody therapy for multiple Immunoglobulin G (IgG) autoantibody-mediated diseases such as Myasthenia Gravis (MG), Immune Thrombocytopenia (ITP), and Chronic Inflammatory Demyelinating Polyneuropathy (CIDP).

Rozanolixizumab is an anti-FcRn antibody delivered subcutaneously that specifically blocks FcRn receptors binding plasma IgG, resulting in the attenuation of IgG recycling, and thus removal of IgG autoantibodies. Phase 2 studies have been completed with people living with with ITP and MG. Phase 3 for MG has started in Q2 2019 with results expected in H1 2021, phase 3 for ITP is expected to start Q4 2019. A phase 2 (proof of concept) in CIDP has started in Q1 2019 and is expected to report in H1 2021.

UCB0107 is a recombinant humanised, full length immunoglobulin G (IgG) 4 monoclonal antibody with a specificity for human tau. It is currently under investigation within UCB for the potential treatment of tauopathies, a group of incurable neurodegenerative diseases that include progressive supranuclear palsy (PSP) and Alzheimer's disease (AD). Clinical phase 1 trials with UCB0107 have been initiated in Q1 2018, results are expected later in 2019.

Immunology

Inflammatory diseases can be classified in many different ways, but all inflammatory diseases result from an inappropriate activation of immune cells and a subsequent inflammatory response. The drugs which the UCB Group is developing to modulate these regulatory molecules fall into two main classes: genetically engineered antibodies and traditional small molecules. These two classes of drugs have different utilities and allow the UCB Group to attack inflammatory diseases in a range of different ways.

The UCB Group is developing new products, both NBEs and NCEs, which are designed to treat a range of serious autoimmune diseases.

The UCB Group has developed and marketed Cimzia®, a PEGylated anti-TNF-alpha antibody fragment which inhibits the actions of the immune system protein tumour necrosis factor alpha (“TNF-alpha”) which is overproduced in inflammatory diseases like rheumatoid arthritis and Crohn's disease. A new indication has been approved and launched in 2019 in the U.S. for the treatment of adults with active non-radiographic axial spondyloarthritis (nr-axSpA) with objective signs of inflammation

The UCB Group has also developed Evenity™ (romosozumab) in collaboration with Amgen Inc. in bone loss disorders to reduce the risk of fractures and increase bone mineral density in men and postmenopausal women with osteoporosis at high risk of fracture. Since 2019, Evenity® was approved in Japan, the U.S., South Korea, Canada and Australia. In June 2019, the Committee for Medicinal Products for Human Use (CHMP) of the European Medicines Agency adopted a negative opinion for romosozumab. The companies sought re-examination by the CHMP. A decision was accounced on 18 October 2019: Evenity® received a positive CHMP opinion for the treatment of severe osteoporosis in postmenopausal women at high risk of fracture. Final decision by the European authority is expected around the end of 2019. Amgen and UCB have a strong and aligned interest in maximizing the value of romosozumab for patients throughout the globe: Both companies own romosozumab and share expenses and profits in a 50/50 arrangement for every country where romosozumab is commercialized, irrespective of which company is leading the commercialization efforts in that country.

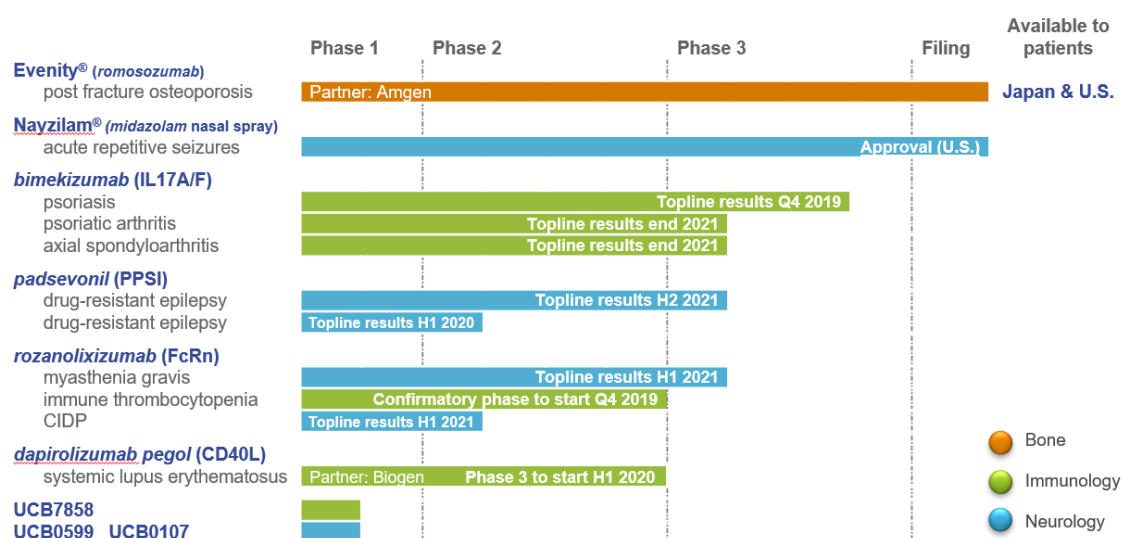
Bimekizumab is a UCB engineered humanized IgG1 monoclonal antibody that neutralizes the biological function of IL-17A and IL-17F. Based on the positive topline results from the UCB Phase 2b Program in psoriasis (PSO), psoriatic arthritis (PsA) and axial spondyloarthritis (AxSpA), UCB believes bimekizumab has the potential to significantly improve symptoms in multiple domains of psoriatic disease including, but not limited to, skin symptoms in PSO and skin, joint and axial symptoms in PsA and AxSpA patients. The phase 3 programs in all three indications are currently ongoing, first results are expected in Q4 2019 for PSO (consisting of three studies of which for one positive results were reported in October 2019) and at the end of 2021 for PsA and AxSpA.

A treatment for active systemic lupus erythematosus (SLE), dapirolizumab pegol, is in clinical development. In October 2018, UCB and its partner Biogen announced top-line results from a Phase 2b study. While the primary endpoint of the study was not met ($p=0.06$), the study did demonstrate consistent and potentially meaningful improvements for the majority of clinical endpoints in patients treated with dapirolizumab pegol compared with placebo. In June 2019, UCB and Biogen initiated preparations for a phase 3 program with dapirolizumab pegol in patients with SLE despite standard-of-

care treatment. The program is expected to start in H1 2020. UCB and Biogen work on a 50/50 cost and profit share basis.

(d) Clinical Development Pipeline

The following graph illustrates the current main clinical development projects of the UCB Group and their current stage of development:



(e) Research Sites

The UCB Group has structured its drug discovery capabilities into two Centres of Excellence, each focusing on specific therapeutic areas. These include: immunology (Slough, United Kingdom) and CNS disorders (Braine-l’Alleud, Belgium). At the site in Slough, the UCB Group also established its “UCB NewMedicines™ Centre for Collaborative Research” which concentrates on NBEs technologies for immunology. The UCB Group Biologics Research and Development Centre is located in the UK, providing a state of the art facility for the discovery and early development of antibodies. In Belgium, the UCB Group has also invested in a pilot biotechnology plant (operational since 2013).

The primary locations for Development and Medical Patient Value Practice are Monheim (Germany) and Research Triangle Park, Raleigh (U.S.).

(f) Partnerships

The UCB Group has a strategy of partnering to complement its skills and to maximise the potential of its products and currently has a range of partnerships, including more than 80 research partnerships with a variety of academic institutions and a number of industrial partnerships and collaborations. These partnerships range from research collaborations to joint discovery, development and commercialisation agreements and commercial partnerships with a wide range of small to large companies.

(g) Investment in research and development

The UCB Group intends to maintain its record of significant investment in research and development through both UCB NewMedicines™ and Development and Medical Patient Value Practice in the future, both by way of direct investment and partnership opportunities.

9 Capital Expenditures

Over the last years, the capital expenditures of the UCB Group have primarily related to milestone payments in connection with in-licensing deals and capitalized eligible development costs, the expansion of existing or preparation of future manufacturing capabilities, software investments and investments by the UCB Venture Fund.

In 2018, the tangible capital expenditure resulting from UCB biopharmaceutical activities amounted to € 94 million (2017: € 100 million). The acquisition of intangible assets reached € 247 million in 2018 (2017: € 109 million).

More particularly in 2018, the main acquisitions are related to € 132 million for the acquisition of midazolam acquired from Proximagen and the final € 33 million milestone related to Dermira for the clinical program designed to evaluate the efficacy and safety of Cimzia® in adult patients with moderate-to-severe chronic plaque psoriasis. In addition, as foreseen in the agreement between UCB and Lonza for the manufacturing by Lonza of PEGylated antibody fragment-based bulk active compounds, UCB has participated in the pre-financing of the related capital expenditure.

As part of UCB's innovation strategy, UCB has established a corporate venture fund, UCB Ventures. The main objectives of the fund are to add breadth to UCB's innovation ecosystem, to create a window on new technologies, products, platforms and channels to augment or complement UCB's existing activities, to develop network and strategic relationships in the venture capital investor community to identify opportunities that UCB might not otherwise see. Within this framework UCB had outstanding commitments at the end of 2018 for a total amount of USD 14 million relating to investments in venture capital funds.

10 Competition

There is intense competition among pharmaceutical and other companies that research, develop, manufacture or market pharmaceutical products. The UCB Group competes with these entities in all areas of its business, including competing to attract and retain qualified scientific, technical, and operational personnel. The UCB Group believes that this competition will continue to increase in the future.

The competitive position of the products of the UCB Group among the products of other pharmaceutical companies is based on, among other things, patent protection, data exclusivity, product efficacy, safety, reliability, availability, patient convenience and price. The UCB Group remains committed to growing its businesses as well as holding or increasing its market share in its respective areas of focus.

The products of the UCB Group may compete against products that have lower prices, superior performance, are easier to administer or that are otherwise competitive with products of the UCB Group. The continued expansion of generic and biosimilar competition worldwide also poses a current and future competitive challenge to the UCB Group.

Following the expiration or loss of patent protection, certain of the current products of the UCB Group will be exposed to strong competition from generic manufacturers. In addition, the introduction of new products or the development of new processes by competitors or new information about existing products may result in product replacements or price reductions, even for products protected by patents.

Some competitors of the UCB Group are actively engaged in research and development in areas where the UCB Group is also performing research and developing product candidates. The competitiveness of the product candidates of the UCB Group is significantly dependent upon the timing of entry into the market. Early entry may have important advantages in gaining product acceptance contributing to the product's eventual success and profitability. Accordingly, in some cases, the relative speed with which the UCB Group can develop products, complete the clinical testing, receive regulatory approval, and supply commercial quantities of the product to the market is expected to be important for the competitive position of the UCB Group.

Certain of the products of the UCB Group face substantial competition from products developed, manufactured and marketed by large pharmaceutical companies which may have greater clinical, research, regulatory, manufacturing, sales, marketing, financial and human resources than the UCB Group. Such competitive pressures can prevent the UCB Group's products from becoming established and achieving optimal market penetration.

In addition, the UCB Group competes with large pharmaceutical companies when entering into collaborative arrangements or partnerships with other pharmaceutical companies, research organisations and other entities for the research, development, manufacturing and marketing of technologies, product candidates and marketed products. The UCB Group may face competition in its collaborative arrangements or licensing and acquisition activities from other pharmaceutical companies that also seek to license or acquire technologies, product candidates or marketed products from these entities. Accordingly, the UCB Group may have difficulties entering into collaborative arrangements and licensing or acquiring technologies, product candidates and marketed products on acceptable terms or fail to reach original objectives.

11 Intellectual Property

In order to strengthen its position and to offer to its patients treatments which are able to improve their health and quality of life, the UCB Group continually strives to develop new products and new technologies and to expend significant efforts and funds on research, development and manufacturing. The UCB Group has obtained intellectual property through internal efforts, acquisitions and as a consequence of various research and development collaborations. The UCB Group has granted from time to time, and may continue to grant, licenses to third parties to use certain patents and know-how of the UCB Group. The UCB Group has received from time to time, and may continue to receive, licenses from third parties to use their technologies and know-how or to manufacture and sell their products. To preserve and enhance the value of its investments and assets, the UCB Group relies, inter alia, on the protection offered by the intellectual property laws of the jurisdictions in which it operates, and has developed an active intellectual property strategy.

(a) Patents

The following summary sets forth the expected expiration dates of the basic patent protection for key products of the UCB Group in its major markets.

Marketed Products	Europe	U.S.	Japan
Cimzia® (<i>certolizumab pegol</i>)	October 2024 ⁽¹⁾	February 2024 ⁽¹⁾	December 2020
Keppra® (<i>levetiracetam</i>)	Expired	Expired	October 2020
Neupro® (<i>rotigotine</i>)	February 2021 ⁽¹⁾	March 2021 ⁽¹⁾	December 2020
Vimpat® (<i>lacosamide</i>)	March 2022 ⁽¹⁾	March 2022 ⁽¹⁾	July 2024
Briviact® (<i>brivaracetam</i>)	February 2026 ⁽¹⁾	February 2026 ⁽¹⁾	n.a.
Evenity® (<i>romosozumab</i>)	(2031) ⁽²⁾ January 2028	2031 ⁽¹⁾ January 2028	January 2027 n.a

Nayzilam® (*midazolam nasal spray*)

1. For these product UCB has applied for and has been granted extensions in the key European markets, including Germany, France, UK, Italy and Spain.
2. Maximum, provided EU marketing authorisation is received in 2019

(b) Trademarks

The following table sets forth the best-known trademarks of the UCB Group which have been registered on behalf of the UCB Group and enjoy trademark protection:

- The UCB Group and the logo
- KEPPRA®
- NEUPRO®
- XYZAL®
- ZYRTEC®
- CIRRUS®
- VIMPAT®
- METADATE®
- TUSSIONEX®
- CIMZIA®
- BRIVIACT®
- EVENITY®
- NAYZILAM®

12 Governmental Regulation

The business activities of the UCB Group are subject to significant governmental regulation. A system of marketing authorisations ensures that all medicinal products are assessed by a competent authority to ensure compliance with contemporary requirements of safety, quality and efficacy. The distribution and marketing of its products is subject to supervision and control by various competent authorities and its manufacturing must comply with applicable health, safety and environmental regulations. Applicable regulations are typically of a national scope, although within the EU a considerable degree of harmonisation exists. The European Union has created a common regulatory framework that applies in every EU member state (and that sometimes allows EU member states to adopt more detailed and more stringent regulations), and has indirect harmonising effects in certain other European countries. Review and approval of medicinal products such as those generated at the UCB Group is handled by the EMA in a centralised procedure which, in the event of a positive outcome, results in approval for the product in all EU countries. In the United States such regulatory review is handled by the FDA, in Japan by the Pharmaceuticals Medical and Devices Agency/ Ministry of Health, Labour and Welfare (“PMDA/MHLW”) and in China by the Chinese Food and Drug Administration (“**Chinese FDA**”).

(a) Product approval

Before the UCB Group can market pharmaceutical products in a particular country, it is required to obtain regulatory approval in accordance with the applicable national regulations. Following receipt of initial marketing authorisation, regulatory approval must be maintained in order to continue to market products. The regulatory requirements follow stringent standards that vary by country. From drug discovery through pre-clinical development and clinical trials to approval and initial product launch, the process of developing a pharmaceutical product is intensive, lengthy and rigorous, and takes approximately ten years. This period varies considerably depending on the targeted therapeutic area. Regulatory competent authorities have the right to link their approval to the implementation of stringent risk management measures for each drug which go beyond standard pharmacovigilance procedures. These measures may include additional clinical studies which can add substantially to the investment required to develop a new drug and to obtain and maintain its regulatory approval.

Development of New Products

Once a new compound has been identified in the laboratory as a potential candidate drug through a screening process, it undergoes broad pre-clinical testing. During pre-clinical testing, in-vitro tests and other studies in tissues and animals are conducted to show biological activity of the compound in models of the targeted disease, as well as to evaluate its potential toxicity. These steps are generally undertaken by UCB NewMedicines™.

To begin clinical trials (i.e. tests of the drug in humans) in the European Union, clinical trial applications (“CTA”) have to be filed with the competent authorities of each member state in which clinical trials are intended to take place. To begin clinical trials in the United States, an investigational new drug (“IND”) application is filed with the FDA. The IND becomes effective if the FDA does not place it on “clinical hold” within 30 days from its filing. In other countries there are varying but similar requirements before beginning clinical trials.

Clinical testing prior to filing for a marketing license is usually done in three phases (“Phase I, II and III”) and in accordance with Good Clinical Practice (“GCP”) and applicable local regulations. This clinical development program can eventually be followed by a Phase IV study programme which is performed after marketing approval has been obtained. The size and the duration of clinical trials depend very much on the targeted disease. Typically, several hundred to several thousand patients have to be treated successfully under the highly controlled conditions of clinical trials before the sponsoring pharmaceutical company can apply for marketing authorisation. The duration of trials, production of Investigational Medicinal Products (“IMP”) and the vast amount of data that must be collected and evaluated makes clinical testing the most time-consuming and expensive part of new drug development.

Marketing Approval for New Products

Before a drug can qualify for marketing approval, a registration dossier must be submitted to the regulatory authorities of the jurisdictions or member states where the drug is intended to be marketed. In the European Union, the UCB Group has to follow either the centralised procedure at the EMA, the mutual recognition procedure, the decentralised procedure or the national procedure depending on the therapeutic area, type of product and the number of countries in which the UCB Group intends to market the drug. In the United States, the UCB Group has to file a new drug application (“NDA”) or biological licence application (“BLA”) with the US Food and Drug Administration (“FDA”). Some other countries accept variations of the EU or United States registration dossiers, as long as they contain a specific national chapter in a special format and the native language. The PMDA/MHLW and Chinese FDA typically request repetition of at least a part of the clinical program in the Asian populations, typically phase 1, to establish ethnic similarity, and at least one phase 3 study, to establish efficacy and safety in

Asian population. If agreed with the local authorities, this can be done in a multi-national regional clinical trial with the participation of clinical centres for example in Japan and China. The submission of a registration dossier to a regulatory authority does not guarantee that approval to market the product will be granted.

The registration dossier contains detailed information about the safety, quality and efficacy of a new medication. It also provides details about the manufacturing process, product specifications the production facilities and information to be provided to patients and medical practitioners.

The registration process can last from a several months to a few years and depends on the nature of the drug under review, the quality of the submitted data, the registration procedure, the medical needs, requests for additional data, the efficiency of the relevant agency and the jurisdiction in which the application is filed.

In the EU, the authorities are expected to carry out the scientific and medical review of a marketing authorisation application within 210 days following receipt of a complete application. For certain high-priority products which are submitted for review under the centralised procedure at the EMA, the time period may be reduced to 150 days. These time periods do not include delays during which the sponsoring company has to respond to numerous detailed questions regarding the product raised by the authorities. Average review times in the EU are 14-16 months.

In the United States, the FDA is expected to take action on an application for a non-priority drug within 12 months of submission of the registration dossier. At the end of the review cycle, FDA may approve the application or issue a complete response letter, which sets out reasons why the application has not been approved and identifies information needed to correct deficiencies. For priority drugs, the expected review time is eight months. Average total review times in the U.S. are 18-21 months.

In Japan, the PMDA is committed to review marketing authorization applications within 12 months. In China the approval of the CTA which grants permission to conduct the required clinical program, can take between 12 and 24 months for new chemical entities and biological entities and constitutes a substantial obstacle to the start of the development program in China. The CTA also requires disclosure of detailed information on the final manufacturing process. After the successful completion of the clinical program and submission of the NDA the approval process in China takes on average 2 years, with periods varying significantly. The EU, US and Japan have agreed on a series of guidance documents to harmonise many aspects of the drug testing process and the content of marketing applications through the work of the International Conference on Harmonization (“ICH”). There is, however, no procedure for mutual recognition of approval decisions among the ICH member countries, and participating countries often reach different decisions on specific issues relating to the approval of drug products.

Once the EMA, the FDA or the regulatory agency in another country have approved the marketing application, the new pharmaceutical drug becomes available for sale in the relevant jurisdiction. The marketing authorisation may be granted for an unlimited term or be subject to renewal. In the European Union marketing approval is granted for an initial period of five years. Following the expiration of this five year period, the EMA will decide whether to renew the marketing approval for an indefinite term. Briviact® does not yet have indefinite approval. It was approved by EMA in 2016 and the renewal is due in 2021. In many countries approval is followed by intense and lengthy submissions to and negotiations with panels such as pricing and reimbursement authorities, health technology assessment bodies and committees granting approvals to formularies before the product can be made available for sale.

Pharmacovigilance

The UCB Group performs safety and pharmacovigilance activities for drugs under development and for marketed drugs. These surveillance and reporting processes are highly regulated with the objectives to ensure adequate interpretation of the safety profile of the drugs and the protection of the patients. Each identified or reported adverse drug reaction is analysed and interpreted by a team of physicians and scientists and is reported within determined timelines to the appropriate regulatory authorities in various countries. Any adverse events observed for drugs under development are also notified to clinical investigators, institutional review boards and independent ethics committees (as appropriate). Furthermore, the Drug Safety department ensures the timely preparation and submission of aggregate periodic reports of any such adverse drug reactions, in line with local regulatory requirements. These aggregate reports include non-clinical safety data, clinical safety data and an evaluation of the risk-benefit profile of the individual product.

In the course of the life cycle of a product, regulatory authorities also require the preparation of risk management plans or risk evaluation and mitigation strategies. Such plans and strategies set out the UCB Group's approach to identifying, monitoring and mitigating any potential safety observations. The Drug Safety department, in cooperation with other units in the UCB Group, undertakes the preparation, follow-up and reporting of such observations, such as Phase IV, pharmaco-epidemiological and observational studies or registries, as detailed in such plans and strategies.

Furthermore the Drug Safety department contributes to the accuracy of the description of any adverse effects and potential safety observations in product-related information provided to patients and healthcare professionals.

Benefit Risk Teams regularly exert analyses to detect and / or monitor potential safety signals for the marketed products and for the portfolio in development. The UCB Group's Benefit Risk Board, chaired by the Chief Medical Officer, regularly reviews the benefit / risk of the UCB Group products and molecules in development.

Marketing of Products

After a product has reached the market, it will be subject to regulatory requirements for advertising, promotion and distribution. These requirements apply to over-the-counter and prescription drugs and also address the interaction between pharmaceutical companies, patients (direct to consumer in the US) and healthcare professionals. The type and degree of these regulatory requirements vary from country to country. Many countries provide for varying degrees of requirements on granting benefits or product samples to healthcare professionals. Some countries impose restrictions on the involvement of pharmaceutical companies in meetings with healthcare professionals. The marketing and distribution of the UCB Group's products is also subject to general anti-corruption and unfair competition regulations. The UCB Group has adopted a broad code of conduct of the business setting out certain principles in relation to business practices which are further extended in the UCB Group's guidelines and standard operating procedures to comply with such legal, regulatory, ethical and other restrictions. It has also implemented a programme which provides for the administration and supervision of its compliance guidelines as well as the related training of its employees.

(b) Manufacturing

The UCB Group maintains high standards of Quality Risk Management in the developing, manufacturing and control of medicinal products.

A system of manufacturing authorisations ensures that all medicinal products are manufactured or imported only by authorised manufacturers, whose activities are regularly inspected by the competent authorities, using Quality Risk Management principles. Manufacturing authorisations are required by all pharmaceutical manufacturers in the European Union whether the products are sold within or outside of the Union. In many jurisdictions, manufacturing facilities must hold government approvals, and they are subject to inspection in all jurisdictions. Manufacturing quality requirements apply not only to the UCB Group facilities but also to contract manufacturers and certain other suppliers.

The manufacturing of the UCB Group's medicinal products is performed in accordance with Good Manufacturing Practices ("GMP") to ensure products are consistently produced and controlled to the quality standards appropriate to their intended use and as required by the marketing authorisation or product specification. It is subject to extensive governmental regulations which address quality management, production and quality control.

(c) Pricing

In most of the jurisdictions in which the UCB Group sells its products, it is subject to price and reimbursement control by governments or private insurance companies. Price and reimbursement control mechanisms operate differently from jurisdiction to jurisdiction and may result in substantial price and reimbursement differentials between different countries.

Even though the UCB Group cannot predict with certainty the future governmental or private healthcare insurance interventions on the pricing and reimbursement of pharmaceutical products, such interventions may include the increase of price controls and restrictions in use, the inclusion of patent protected drugs in a fixed price system by therapeutic area and legislation permitting or requiring a pharmacist to substitute a prescribed pharmaceutical product with other versions thereof, including generic products. Many countries now employ some form of health technology assessment, which evaluates competing drug products in terms of their cost-effectiveness and other economic factors. These interventions could have significantly adverse consequences for the pharmaceutical industry, including the business activities of the UCB Group.

13 Health, Safety and Environmental Regulations

Although there is a significant process of harmonising health, safety and environmental regulations among the member states of the EU and in some cases globally, regulations vary across the countries in which the UCB Group operates. The UCB Group's goal is to be in compliance with all applicable health, safety and environmental requirements and to make sure it provides workplaces for employees that are safe. The UCB Group monitors and evaluates all environmental legal initiatives and laws regarding their potential impact on its current and past activities in order to develop and implement appropriate action plans in a timely and effective manner. The UCB Group expects that it will continue to be subject to stringent health, safety and environmental regulations. Although the UCB Group cannot predict future expenditures, it believes that current spending trends will continue.

The development, production and distribution of the products of the UCB Group are subject to increasingly stringent environmental regulations. These environmental regulations address:

- emissions into the air;
- discharges of waste water;
- incidental and other releases into the environment;

- generation, handling, storage, transportation, treatment and disposal of hazardous and non-hazardous materials; and
- construction and operation of facilities.

The UCB Group believes that it is in substantial compliance with applicable health, safety and environmental laws and regulations and applies the precautionary principle, trying to anticipate on future trends such as increased carbon-related regulations and taxation schemes. The UCB Group is concerned about the health and safety of its employees and the protection of the public health and environment. While its compliance to health, safety and environmental laws and regulations has not adversely affected the competitive position or business of the UCB Group, it cannot predict the impact of possible future regulations.

14 Key Contracts and Partnerships

As part of its ordinary business operations the UCB Group has entered into various contracts or partnerships including, amongst others, license and distribution agreements, co-promotion or co-marketing agreements, research and development agreements, and manufacturing and supply agreements as described in this Base Prospectus.

Particularly, the UCB Group has entered into long-term development agreements with various pharmaceutical enterprises, clinical trial operators and financial investors. Such collaboration agreements may include milestone payments, which are dependent on successful clinical development or on meeting specified sales targets, as well as variable royalty payments based on unit sales (such as on Vimpat®, Cimzia® and Nazylam). On 31 December 2018, the maximum amount that would be paid out if all future milestones are achieved but excluding variable royalty payments based on unit sales and amounts accrued (on a time-value adjusted basis) for milestones already achieved but not yet due, amounted to EUR 816 million on an undiscounted and non-risk adjusted basis.

Similarly, the UCB Group has entered into collaboration and outlicensing agreements, expected to lead to future revenues through milestone payments, as well as variable royalty payments.

15 Legal Proceedings

The companies of the UCB Group are involved in a number of legal proceedings. As a result of its global pharmaceutical operations, the companies of the UCB Group may in the ordinary course of their business become involved in proceedings relating to, for example, such matters as: product liability, commercial disputes, price reporting, marketing and promotional issues, and antitrust, challenges to patent validity and infringement, product promotion, tax assessments and audits and environmental liability.

Although not an exhaustive list of actual claims or proceedings in which the companies of the UCB Group are involved, this Section 15 describes what the UCB Group believes are most noteworthy. Subsequent developments in any pending matter as well as additional claims that may arise from time to time, including additional claims similar to those described below, could become significant to the UCB Group. The UCB Group treats any claim asserted against it by a third party seriously and, with the assistance of advisors, takes steps to defend itself in any such proceedings.

The UCB Group cannot predict with certainty the outcome of any proceedings to which the UCB Group or its subsidiaries are or may become a party. An adverse decision in a lawsuit or any other forum, or any decision taken against the UCB Group by investigating authorities seeking civil or criminal damages or fines or other payments or remedies from the UCB Group, or the UCB Group's decision to settle certain cases, could result in monetary payments or transfer of other value to the claimant and other penalties, fines, costs and expenses. If the UCB Group loses a case in which the UCB Group seeks to enforce its patent rights or where the UCB Group has been accused of infringing another company's patent rights, the UCB Group may sustain a loss of

future revenue if the UCB Group can no longer sell the product covered by the patent or command prices for the affected products that reflect the exclusivity conferred by the patent, or could be held accountable financially for past patent infringement or depriving market access to third parties. While payments and other costs and expenses the UCB Group might have to bear as a result of these actions are covered by insurance in some circumstances, it is possible that the coverage under some of these could become exhausted, and other payments may not be covered by the UCB Group's insurance policies in full or at all. Accordingly, each of the legal proceedings described below could either now be or sometime in the future become significant to or have a material adverse effect upon the UCB Group's financial position, liquidity and results of operations.

Intellectual property matters (selected matters)

(a) Vimpat®

- **Accord and Teva German Litigation:** In the third quarter of 2017, Accord Healthcare and Teva filed nullity actions in the German Patent Court, seeking to invalidate the German part of the European Vimpat® patent/SPC. A preliminary opinion issued by the German Patent Court in December 2018 was favorable with respect to the validity of the Vimpat® patent. Accord has withdrawn its appeal. Teva is continuing its action. A trial was held in July 2019 and a ruling is pending.
- **Laboratorios Normon, Spanish Litigation:** In October 2017, UCB was notified by the Court of Barcelona that a nullity action against the Spanish part of the European Vimpat® patent was filed by Laboratorios Normon, S.A. The trial took place on July 22-24 2019. A decision is expected by the end of 2019.
- **GL Pharma, Austria Litigation:** In November 2017, GL Pharma filed a request for a declaration of non-infringement with respect to their generic lacosamide product, alleging that the Vimpat® patent is unenforceable. The case is ongoing (meaning that the case is not yet pending before a judge for (final) decision).

(b) Neupro®

- **Watson Delaware District Court Abbreviated New Drug Application (ANDA) Litigation: patch patent:** In August 2014, UCB filed suit in the District Court of Delaware against Watson Pharmaceuticals, who is seeking approval of its generic version of Neupro®. Watson filed a paragraph IV certification challenging, among other things, the validity of certain patents pertaining to Neupro®, principally the 6 884 434 ('434) patent. Trial was held in June 2017. Judge Stark ruled in UCB's favor and upheld the validity of the '434 patent, but revoked the polymorph patent '414. Actavis filed an appeal. UCB cross-appealed. In June 2019, the appeals court affirmed the District Court decisions.
- **Zydus Delaware District Court ANDA Litigation: patch patent:** In November 2016, UCB filed suit in the District Court of Delaware against Zydus Pharmaceuticals, who is seeking approval of its generic version of Neupro®. Zydus filed a paragraph IV certification challenging, among other things, the validity of certain patents pertaining to Neupro®. After the case being stayed until August 2019, Zydus has now asked for an administrative close of the case which we are currently opposing.
- **Mylan Delaware District Court ANDA Litigation: patch patent:** In March 2017, UCB filed suit in the District Court of Delaware against Mylan Pharmaceuticals, who is seeking approval of its generic version of Neupro®. Mylan filed a paragraph IV certification challenging, among other things, the validity of certain patents pertaining to Neupro®. The case is ongoing (meaning that the case is not yet pending before a judge for (final) decision).
- **Actavis, Mylan ANDA litigation: reformulation patents:** UCB has been granted three reformulation patents which cover certain aspects of the Neupro® patch. We are already engaged in ANDA litigation

against all three ANDA applicants (Actavis, Zydus and Mylan) on these reformulation patents in the U.S. In the Actavis case, trial is scheduled for October 2020 (with a decision expected in first half of 2021).

(c) **Xyzal®**

- **Xyzal® and Xyzal Allergy 24HR® ANDA litigation:** UCB is engaged in ANDA litigation with Apotex for Xyzal® oral solution. Apotex had previously filed a petition for IPR with the USPTO of the Xyzal® patent relating to a Xyzal® children formulation. The ANDA litigation has been stayed pending resolution of the IPR. A decision from the USPTO is expected in July 2019.

Product Liability Matters

- **Distilbène product liability litigation – France:** France Entities of the UCB Group have been named as defendants in a number of product liability cases in France. The claimants in these actions claim that their mothers took Distilbène, a former product of the UCB Group, during their pregnancy, and that as a result of this they suffered bodily injuries. The Group has product liability insurance in place but as this insurance cover will not be sufficient, the Group has accounted for a provision. (see note 33, page 236 in the 2018 Annual Report).
- **Opioid Litigation:** There are 13 ongoing cases (meaning that the case is not yet pending before a judge for (final) decision) in which several states, municipalities and government agencies are asserting claims against UCB, among many other companies, relating to the promotion and sale of opioids. These actions allege a variety of claims related to opioid marketing practices, including unfair competition, consumer fraud violations, deceptive acts and practices, false claims and unjust enrichment.

In March 2018, a lawsuit was filed in Arkansas state court by the State Attorney General of Arkansas, together with numerous local municipalities, against UCB and more than 60 manufacturers, distributors, retailers and physicians. No specific UCB product was identified. In January 2019, UCB's motion to dismiss was granted without prejudice.

In March 2018, a purported class action was filed in Alabama federal court against UCB and more than 40 manufacturers and distributors claiming damages. The complaint identifies Lortab as UCB's opioid product. The case is currently stayed.

In August 2019, lawsuits were filed by eight counties in state court in the State of Utah against UCB and more than 30 manufacturers, distributors and retailers claiming damages. No specific UCB product was identified.

Many of the more than 2 000 opioids lawsuits have been coordinated in a federal multidistrict (MDL) litigation pending in the U.S. District Court for the Northern District of Ohio with a first set of cases set for trial in September 2019. UCB has been named as a defendant in 4 cases in the federal MDL. No UCB product was identified.

Unither, a former UCB contract manufacturer, was named in 3 cases relating to manufacturing of UCB's Tussionex® product. UCB has certain indemnity obligations to Unither under our manufacturing agreements with Unither. In line with UCB's accounting practice, a provision will be recognized in the balance sheet when it is probable that an expenditure to settle the related obligation will be required, and a reliable estimate can be made of the amount of that obligation.

Investigations

On March 2019, UCB Inc. received a Civil Investigative Demand from the U.S. Department of Justice (DOJ) and a subpoena from the Department of Health and Human Services Office of Inspector General (OIG) both

seeking documents relating to the sales and marketing practices and pricing of Cimzia® for the periods from 2011 and 2008, respectively, to date. The Company is cooperating fully with DOJ and OIG.

Other matters

Cimzia® CIMplicity® Lawsuit: In March 2018, UCB, Inc. was served with a lawsuit alleging that since 2011, Cimzia® CIMplicity® program, namely the nurse educator services and reimbursement services, violated federal and state false claims act and anti-kickback statutes. This lawsuit alleges that since 2011 the Cimzia® CIMplicity program, namely nurse educator and reimbursement services provided by a UCB vendor, violated the False Claims Act and Anti-Kickback Statute. In December 2018, the DOJ moved to dismiss the case. The Court denied the motion, as well as DOJ’s motion for reconsideration. In May 2019, the whistleblower filed an amended complaint. In June, UCB filed a motion to dismiss the case on the basis that its activities did not violate the law. The case is ongoing (meaning that the case is not yet pending before a judge for (final) decision).

16 Management and Corporate Governance

(a) Board of Directors

The Board of Directors of the UCB Group is the governing body of the UCB Group. The current Board is composed of 13 Directors. The Board appoints a chair and one or more vice chair among its members. The Board appointed Evelyn du Monceau as its chair and Pierre Gurdjian as the only vice chair of the Board in 2017. Jean-Christophe Tellier is the chief executive officer and chairman of the executive committee to whom the Board has delegated certain of its powers (the “**Executive Committee**”). The current members of the Board are:

	UCB Board of Directors	UCB Board Committees	Principal outside Interests
Evelyn du Monceau (3)	Chair of the Board (since 2017) Vice Chair of the Board from 2006 to 2017	Chair of the GNCC since 2006	Member of the Board of Directors of Financière de Tubize SA Member of the Board of Directors of Solvay SA Member of the Nomination and Remuneration Committee of Solvay SA
Pierre Gurdjian (2)	Independent Director (since 2016) and Vice Chair of the Board (since 2017)	Member of the GNCC since 2016	President of the Board of Directors of the Université Libre de Bruxelles Member of the Board of Directors of Lhoist
Jean-Christophe Tellier (1)	Executive Director (since 2014)		Vice-President and President Elect of the Board of EFPIA (European Federation of Pharmaceutical Industries and Associations) Chair of the Innovation Board sponsored Committee (EFPIA) Chair of the Innovative Medicines Initiative Governing Board Member of the Board of Directors of PhRMA (Pharmaceutical Research and Manufacturers of America) Member of the Board of Directors of WELBIO (Walloon Institute for Life Lead Sciences)
Kay Davies (2)	Independent Director (since 2014)	Chair of the Scientific Committee (since 2014) Member of the GNCC since 2017	Director of the Biotech Growth Trust Director of Genomics England

Albrecht De Graeve (2)	Independent Director (since 2010)	Member of the Audit Committee (since 2010) and Chair of the Audit Committee (since 2015)	Chairman of the Board of Directors of Telenet Group Holding NV Chair of the Board of Directors of Sibelco NV
Alice Dautry (2)	Independent Director (since 2015)	Member of the Scientific Committee (since 2015)	Member of the Board of Trustees of Institute of Science and Technology (Austria) Member of the Supervisory Board of KLM
Viviane Monges (2)	Independent Director (since 2017)	Member of the Audit Committee (since 2018)	Member of the Strategic Board of Neomedlight Member of the Board of Directors of Novo Holdings Member of the Board of Directors of Idorsia Member of the Board of Directors of Voluntis
Charles-Antoine Janssen (3)	Director (since 2012)	Member of the Audit Committee (since 2015)	Member of the Board of Directors of Financière de Tubize SA Managing Partner of Koïs Invest Co-founder, Board member, IC member and advisory Board member in various private companies, non-profit organisations and private equity funds
Roch Doliveux	Director (since 2017)		Chair of the GLG Healthcare Institute Chair of the Board of Directors of the Pierre Fabre Group Chair of the Board of the Vlerick Business School Chair of the Caring Entrepreneurship Fund (King Baudoin Foundation) Member of the Board of Directors of Stryker Corporation
Ulf Wiinberg (2)	Independent Director (since 2016)	Member of the Audit Committee (since 2016)	Member of the Board of Directors of Alfa Laval AB Member of the Board of Directors of Agenus Inc Chair of the Board of Directors of Hansa Medical
Jan Berger (2)	Independent Director (since 2019)		Founder of Health Intelligence Partners Member of the Board of Directors of Voluntis S.A. Member of the Board of Directors of Tabula Rasa Healthcare Inc. Chair of the Governance/Compensation/Nomination Committee of AccentCare Vice Chair of the Board of Directors and Chair of the Governance/Compensation/Nomination Committee of GNS Healthcare Member of the Board of Directors of Cambia Health Solutions
Cédric van Rijckevorsel (3)	Director (since 2014)		Managing Director and founder of IDS Capital SA Member of the Board of Directors of Financière de Tubize SA Member of the Board of Directors of Barnfin SA
Cyril Janssen (3)	Director (since 2015)		Member of the Board of Directors of Financière de Tubize SA Member of the Board of Directors of Financière Eric Janssen Member of the Steering Committee of the Caring Entrepreneurship Fund (King Baudoin Foundation)

Notes:

- (1) Jean-Christophe Tellier is also the chair of the Executive Committee.
- (2) These Directors meet all independence criteria according to the Belgian Companies Code (the “BCC”) and the 2009 Belgian Code on Corporate Governance (the “2009 Code”).
- (3) These Directors are representatives of Financière de Tubize S.A., the main shareholder of UCB.

The business address for each of the foregoing Directors is UCB SA, 60 Allée de la Recherche, 1070 Brussels, Belgium.

There are no potential conflicts of interests between any duties to the UCB Group of the members of the Board and their private interests and/or other duties. In 2018, there have been situations which required the application of the conflict rules provided for in Article 523 of the Belgian Companies Code. These situations are further detailed and described in Section 3.12 of the Corporate Governance Statement, p. 97 and 98 of the Integrated Annual Report 2018.

(b) Executive Committee

The Executive Committee is vested with all the duties, powers and authorities assigned to it by the Board. The Board nonetheless continues to bear ultimate responsibility for the management of the UCB Group and theoretically has the competence to make decisions in the place of the Executive Committee.

According to section 5.1.1 of the charter of corporate governance of the UCB Group (the “**Charter**”), the Executive Committee has responsibility for executing the strategy of the UCB Group as approved by the Board, in particular in the areas of research and development, operations, financial, administrative, risk and legal issues, human resources and investment.

Since April 25, 2019, the Executive Committee consists of twelve members; only the chair of the Executive Committee is a member of the Board. The members of the Executive Committee are appointed for an indefinite term but can be dismissed by the Board at any time. The chair of the Executive Committee is appointed by the Board upon proposal by the Governance, Nomination and Compensation Committee. The other members of the Executive Committee are appointed by the Board upon recommendation of the chair of the Executive Committee and upon proposal by the Governance, Nomination and Compensation Committee.

The members of the Executive Committee as at 25 April 2019 are:

Name	Position
Jean-Christophe Tellier	Chief Executive Officer and Chair of the Executive Committee
Emmanuel Caeymaex	Head of Immunology Patient Value Unit
Jean-Luc Fleurial	Chief Talent Officer
Dhaval Patel	Chief Scientific Officer
Iris Löw-Friedrich	Head of Development and Medical Patient Value Practices and Chief Medical Officer
Charl van Zyl	Chief Operating Officer
Bill Silbey	General Counsel
Bharat Tewarie	Chief Marketing Officer
Detlef Thielgen	Chief Financial Officer
Jeff Wren	Neurology Patient Value Unit Head
Pascale Richette	Bone Patient Value Unit Head

Name	Position
Alexander Moscho	Chief Strategy Officer

UCB's Chief Financial Officer, Detlef Thielgen, will be transitioning out within a year from July 2019. A search for a successor has begun.

UCB also announced that it will implement in the coming months changes to its Executive Committee's structure. These changes will involve adjusting the size of the Committee; allowing it to enhance the focus on the company's core activity areas with increased agility.

The business address for each of the foregoing members of the Executive Committee is UCB SA, 60 Allée de la Recherche, 1070 Brussels, Belgium.

There were no transactions or contractual relationships in 2018 between the UCB Group, including its related companies, and a member of the Executive Committee which could create a conflict of interests.

(c) Corporate governance

In accordance with principle 9 of the 2009 Code, the UCB Group has established a Charter describing all main aspects of its corporate governance policy. This Charter is annually reviewed by the Board of Directors and last updated on 26 April 2018.

The Charter describes the main aspects of the corporate governance of the UCB Group including its governance structure, the terms of reference of the Board and its committees and other important topics. The Charter is available, together with the articles of association (the "**Articles**") of the UCB Group, on the UCB Group's website (www.ucb.com). The Board approved the initial Charter on 28 October 2005 and the current version of the Charter was approved on 21 February 2018.

(d) Audit Committee

According to section 4.2.2 of the Charter, the Audit Committee is composed of four non-executive Directors who are independent from UCB Group's management and three of which are independent as defined in Article 526ter of the BCC. The current members of the Audit Committee are Bert De Graeve (chair), Viviane Monges, Ulf Wiinberg and Charles-Antoine Janssen. Bert De Graeve, Viviane Monges and Ulf Wiinberg fulfill the independence criteria set by Article 526ter of the BCC. The Audit Committee meets at least four times a year, and met four times in 2018.

According to section 4.2.1 of the Charter, the Audit Committee assists the Board in its responsibility of monitoring the management of the UCB Group and the UCB Group as a whole, and more specifically with regard to the reliability of financial information, compliance with relevant laws and regulations, appropriate risk management and efficient internal control processes within the UCB Group. The Audit Committee makes recommendations to the Board. The Board, however, has the exclusive power of decision.

The assignments of the Audit Committee can vary according to the circumstances. However, the Audit Committee performs the functions such as verifying the quality and reliability of UCB Group's consolidated semi-annual and annual accounts submitted to the Board, evaluating the checking and audit methods implemented at UCB Group level, and examining together with the external auditors the range, scope and method of the performed audit and to examine the results of the external audit and the reports submitted by the external auditors to the shareholders.

The Audit Committee regularly invites the chief financial officer, the internal auditor, the chairman of the risk management committee, the vice-president, and the external auditors to attend its meetings.

(e) Governance, Nomination and Compensation Committee

The Governance, Nomination and Compensation Committee (“GNCC”) is composed of three non-executive Directors who are all independent from management. A majority of the current members of the GNCC meets the independence criteria set by Article 526ter of the BCC, and all members have the competencies and expertise required in matters of remuneration policies as requested by Article 526quater of the BCC. The GNCC meets at least twice a year.

The duties and responsibilities of the GNCC are determined by the Board. According to section 4.3.1 of the Charter, the GNCC ensures that the appointment and re-election process is organised objectively and proportionally. Additionally, it proposes the remuneration policy for non-executive Directors and executive managers, and proposes the compensation programmes for executive managers. The GNCC makes recommendations to the Board. Only the Board, however, has the power of decision.

The duties of the GNCC include, among others, submitting to the Board proposals for appointment, renewal or resignation of members of the Board and the Executive Committee, making recommendations in relation to remuneration of the member of the Board, proposing overall remuneration and any other fixed or variable allowances allocated to members of the Executive Committee, approving changes in the system of remuneration for UCB Group’s senior executives and reviewing the status of Corporate Governance and the Charter.

The chair of the GNCC consults the chair of the Executive Committee for conducting the regular assessment process of the Board and for reporting the results to the Board.

The GNCC is attended by the chair of the Executive Committee, who does not take part in meetings regarding issues with respect to his own position, and the Chief Talent Officer, who is also the GNCC’s secretary for the meetings. It is also advised by external experts when this is deemed useful by the GNCC.

(f) Scientific Committee

The Scientific Committee is composed of two members who have outstanding scientific medical expertise, currently Kay Davies and Alice Dautry.

The members of the Scientific Committee attend the meetings of UCB Group’s Scientific Advisory Board (“SAB”) and meet regularly with the Chief Scientific Officer. The Scientific Committee reports to the Board after each SAB meeting.

The Scientific Committee assists the Board when reviewing the quality of UCB Group’s R&D science and its competitive standing. It assesses the strategy proposed by UCB Group management in R&D matters and communicates its recommendations to the Board.

The members of the Scientific Committee are also closely involved in the activities of the SAB composed of external leading scientific medical experts. SAB was created in September 2005 by the Executive Committee to critically review the R&D activities of the UCB Group, to provide scientific appraisal and strategic input as to the best way for the UCB Group to become a robust and thriving biopharmaceutical leader and to advise the Executive Committee on the strategic choices related to early stage R&D. The Scientific Committee’s main task is to report to the Board of Directors on the SAB’s appraisal of UCB Group’s research activities and strategic orientation.

17 Principal Shareholders

Since 13 March 2014, the share capital of UCB amounts to EUR 583,516,974 and consists of 194,505,658 Ordinary Shares of no-par value. The Ordinary Shares are listed on Eurolist by Euronext, Brussels. They have been fully paid up.

The present major shareholders of UCB are, as at the date of 11 October 2019:

Notifications received pursuant to the law of 2 May 2007 on disclosure of large shareholdings				
Last update:		11 October 2019		Situation as per
Share capital		€ 583,516,974		13 March 2014
Total number of voting rights (= denominator)		194,505,658		
1	Financière de Tubize SA ('Tubize')			19 January 2018
	securities carrying voting rights (shares)	68,076,981	35.00%	
2	UCB SA/NV			
	securities carrying voting rights (shares)	1,939,598	1.00%	30 June 2019
	assimilated financial instruments (options) ⁽¹⁾	0	0.00%	06 March 2017
	assimilated financial instruments (other) ⁽¹⁾	0	0.00%	18 December 2015
	Total	1,939,598	1.00%	
3	UCB Fipar SA			
	securities carrying voting rights (shares)	4,199,293	2.16%	30 June 2019
	assimilated financial instruments (options) ⁽¹⁾	0	0.00%	04 March 2019
	assimilated financial instruments (other) ⁽¹⁾	0	0.00%	25 December 2015
	Total	4,199,293	2.16%	
	UCB SA/NV + UCB Fipar SA⁽²⁾	6,138,891	3.16%	
	securities carrying voting rights (shares)	6,138,891	3.16%	
	assimilated financial instruments (options) ⁽¹⁾	0	0.00%	
	assimilated financial instruments (other) ⁽¹⁾	0	0.00%	
	Free float⁽⁴⁾ (securities carrying voting rights (shares))	120,289,786	61.84%	
4	Vanguard Health Care Fund			28 October 2014
	securities carrying voting rights (shares)	9,741,353	5.01%	
5	BlackRock, Inc.			04 October 2019
	securities carrying voting rights (shares)	9,841,224	5.06%	
6	Wellington Management Group LLP			01 October 2019
	securities carrying voting rights (shares)	15,575,749	8.01%	

(all percentages are calculated on the basis of the current total number of voting rights)

⁽¹⁾ Assimilated financial instruments within the meaning of article 6 of the Law of 2 May 2007 on the disclosure of large shareholdings, which, if exercised, grant an additional voting right: i.e., securities, options, futures, swaps, interest term agreements and other derivatives concerning existing securities carrying voting rights that grant their holder the right to acquire such securities carrying voting rights pursuant to an agreement that is binding under the applicable law and only on the holders' own initiative.

⁽²⁾ UCB SA/NV indirectly controls UCB Fipar SA | art. 6, §5, 2° and art. 9, §3, 2° of the law on the disclosure of large shareholdings.

⁽³⁾ Free float being the UCB shares not held by the reference shareholder (Tubize), UCB SA/NV or UCB Fipar SA. Only securities carrying voting rights (shares) held by these entities are taken into account for this calculation, to the exclusion of assimilated financial instruments.

None of the shareholders mentioned above, nor any other shareholders of UCB, have any special rights or privileges other than those conferred by the Ordinary Shares held by them.

None of the shareholders mentioned above has control over UCB.

UCB is not aware of any voting agreements among the shareholders mentioned above.

TAXATION

Tax legislation, including in the country where the investor is domiciled or tax resident and in the Issuer's country of incorporation, may have an impact on the income that an investor receives from the Notes.

The comments below are of a general nature only and are not exclusive. Prospective Noteholders who are in any doubt as to their tax position should consult their own professional advisers.

Common Reporting Standard

Following recent international developments, the exchange of information will be governed by the Common Reporting Standard (“CRS”).

As of 25 June 2019, 106 jurisdictions had signed the multilateral competent authority agreement (“MCAA”), which is a multilateral framework agreement to automatically exchange financial and personal information, with the subsequent bilateral exchanges coming into effect between those signatories that file the subsequent notifications. More than 50 jurisdictions, including Belgium, have committed to a specific and ambitious timetable leading to the first automatic information exchanges in 2017, relating to income year 2016 (“early adopters”).

Under CRS, financial institutions resident in a CRS country are required to report, according to a due diligence standard, financial information with respect to reportable accounts, which includes interest, dividends, account balance or value, income from certain insurance products, sales proceeds from financial assets and other income generated with respect to assets held in the account or payments made with respect to the account. Reportable accounts include accounts held by individuals and entities (which includes trusts and foundations) with fiscal residence in another CRS country. The standard includes a requirement to look through passive entities to report on the relevant controlling persons.

On 9 December 2014, EU Member States adopted Directive 2014/107/EU on administrative cooperation in direct taxation (DAC2), which provides for mandatory automatic exchange of financial information as foreseen in CRS. DAC2 amends the previous Directive on administrative cooperation in direct taxation, Directive 2011/16/EU.

The Belgian government has implemented said Directive 2014/107/EU, respectively the Common Reporting Standard, per the Law of 16 December 2015 regarding the exchange of information on financial accounts by Belgian financial institutions and by the Belgian tax administration, in the context of an automatic exchange of information on an international level and for tax purposes.

As a result of the Law of 16 December 2015, the mandatory exchange of information applies in Belgium (i) as of income year 2016 (first information exchange in 2017) towards the EU Member States, (ii) as of income year 2014 (first information exchange in 2016) towards the US and (iii) with respect to any other non-EU States that have signed the MCAA, as of the respective date determined by Royal Decree.

In a Royal Decree of 14 June 2017, as amended, it was determined that the automatic provision of information has to be provided as from 2017 (for the 2016 financial year) for a first list of eighteen foreign jurisdictions, as from 2018 (for the 2017 financial year) for a second list of 44 jurisdictions and as from 2019 (for the 2018 financial year) for another jurisdiction. The Notes are subject to DAC2 and to the Law of 16 December 2015. Under DAC2 and the Law of 16 December 2015, Belgian financial institutions holding the Notes for tax residents in another CRS contracting state shall report financial information regarding the Notes (e.g. in relation to income and gross proceeds) to the Belgian competent authority, who shall communicate the information to the competent authority of the state of the tax residence of the beneficial owner.

Investors who are in any doubt as to their position should consult their professional advisers.

Belgium

The following is a general description of the main Belgian tax consequences of acquiring, holding, redeeming and/or disposing of the Notes. It is restricted to the matters of Belgian taxation stated herein and is intended neither as tax advice nor as a comprehensive description of all Belgian tax consequences associated with or resulting from any of the aforementioned transactions.

Prospective investors are urged to consult their own tax advisors concerning the detailed and overall tax consequences of acquiring, holding, redeeming and/or disposing of the Notes.

The summary provided below is based on the information provided elsewhere in this Base Prospectus and on Belgium's tax laws, regulations, resolutions and other public rules with legal effect, and the interpretation thereof under published case law, all as in effect on the date of this Base Prospectus and with the exception of subsequent amendments with retroactive effect.

Applicable tax section in case of a X/N issuance of the Notes

Belgian withholding tax

Interest payments in respect of the Notes will be subject to Belgian withholding tax, currently at a rate of 30% on the gross amount of the interest, subject to such relief as may be available under applicable domestic law or applicable tax treaties.

In this regard, interest includes (i) periodic interest income, (ii) any amounts paid by the Issuer in excess of the issue price (upon full or partial redemption whether or not at maturity, or upon purchase by the Issuer) and (iii) in case of a disposal of the Notes between two interest payment dates to any third party, excluding the Issuer, the pro rata of accrued interest corresponding to the holding period.

Under Belgian domestic law, however, payments of interest in respect of the Notes may normally be made without deduction of withholding tax in respect of the Notes if and as long as at the moment of payment or attribution of interest they are held by certain eligible investors (the "**Eligible Investors**") in an exempt securities account (an "**Exempt Account**") that has been opened with a financial institution that is a direct or indirect participant (a "**Participant**") in the Securities Settlement System. Euroclear, Clearstream, Frankfurt, Monte Titoli, SIX SIS, Interbolsa and Euroclear France are directly or indirectly Participants for this purpose.

Holding the Notes through the Securities Settlement System enables Eligible Investors to receive gross interest income on their Notes and to transfer Notes on a gross basis.

Participants to the Securities Settlement System must enter the Notes which they hold on behalf of Eligible Investors in an Exempt Account.

Eligible Investors are those entities referred to in Article 4 of the Belgian Royal decree of 26 May 1994 on the deduction of withholding tax, as amended from time to time, (*koninklijk besluit van 26 mei 1994 over de inhouding en de vergoeding van de roerende voorheffing/arrêté royal du 26 mai 1994 relatif à la perception et à la bonification du précompte mobilier*) and include, inter alia:

1. Belgian companies as referred to in Article 2, §1, 5°, b) of the Income Tax Code of 1992 (the Tax Code);
2. institutions, associations or companies specified in Article 2, §3 of the law of 9 July 1975 on the control of insurance companies other than those referred to in 1° and 3°, and without prejudice to the application of Article 262, 1° and 5° of the Tax Code;
3. state-linked social security organisations and institutions assimilated thereto specified in Article 105, 2° of the Royal Decree of 27 August 1993 implementing the Tax Code;
4. non-resident investors as specified in Article 105, 5° of the same Decree;

5. investment funds, recognised in the framework of pension savings, provided for in Article 115 of the same Decree;
6. companies, associations and other taxpayers within the meaning of Article 227, 2° of the Tax Code, having invested the Notes in the exercise of their professional activities in Belgium and being subject to non-resident income tax in accordance with Article 233 of the same Code;
7. the Belgian State, in respect of investments which are exempt from withholding tax in accordance with Article 265 of the Tax Code;
8. investment funds governed by foreign law being an indivisible estate managed by a management company for the account of the participants provided that the fund units are not publicly issued in Belgium or traded in Belgium;
9. Belgian resident companies not referred to under 1° above, when their activities exclusively or principally consist of the granting of credits and loans.

Eligible Investors do not include, inter alia, Belgian resident investors who are individuals or non-profit making organisations, other than those mentioned under 2° and 3° above.

Upon opening of an Exempt Account with the Securities Settlement System or with a Participant, an Eligible Investor is required to provide a statement of its eligible status on a form approved by the Belgian Minister of Finance. There are no ongoing declaration requirements for Eligible Investors, save that they need to inform the Participants of any changes to the information contained in the statement of their eligible status. However, Participants are required to annually provide the National Bank of Belgium with listings of investors who have held an Exempt Account during the preceding calendar year.

These identification requirements do not apply to Notes held in central securities depositaries as defined in Article 2, 1st paragraph, (1) of Regulation (EU) N° 909/2014 (“CSD”) as participants to the Securities Settlement System (each a “NBB-CSD”), provided that the relevant NBB-CSD only hold Exempt Accounts and that they are able to identify the Noteholders for whom they hold Notes in such account. For the identification requirements not to apply, it is furthermore required that the contracts which were concluded by the relevant NBB-CSD as participants include the commitment that all their clients, holder of an account, are Eligible Investors.

An Exempt Account may be opened with a Participant by an intermediary (an “**Intermediary**”) in respect of Notes that the Intermediary holds for the account of its clients (the “**Beneficial Owners**”), provided that each Beneficial Owner is an Eligible Investor. In such a case, the Intermediary must deliver to the Participant a statement on a form approved by the Minister of Finance confirming that (i) the Intermediary is itself an Eligible Investor, and (ii) the Beneficial Owners holding their Notes through it are also Eligible Investors. Participants must keep the Notes which they hold on behalf of non-Eligible Investors in a non-exempt account (a “**Non Exempt Account**”). In such instance all payments of interest are subject to withholding tax (currently at the rate of 30%), which is withheld by the National Bank of Belgium from the interest payment and remitted to the Belgian Treasury.

Transfers of Notes between an Exempt Account and a Non Exempt Account may give rise to certain adjustment payments on account of withholding tax:

- in case of a transfer from a Non-Exempt Account to an Exempt Account, the transferring non-Eligible Investor must remit to the National Bank of Belgium withholding tax calculated on the pro rata of accrued interest from the last interest payment date up to the transfer date;
 - in case of a transfer from an Exempt Account to a Non-Exempt Account, the National Bank of Belgium must refund to the acquiring non-Eligible Investor an amount equal to withholding tax calculated on the pro rata of accrued interest from the last interest payment date up to the transfer date;
 - in case of a transfer between two Exempt Accounts, no adjustment on account of withholding tax applies;
- and

in case of a transfer between two Non-Exempt Accounts, the transferring non-Eligible Investor must pay to the National Bank of Belgium the withholding tax on the pro rata of accrued interest calculated from the last interest payment date up to the transfer date, and to the refund by the National Bank of Belgium to the acquiring non- Eligible Investor of withholding tax on the same interest amount.

Belgian tax on income and capital gains

Belgian resident individuals

Belgian resident individuals subject to Belgian personal income tax (*personenbelasting/impôt des personnes physiques*) and holding Notes as a private investment, do not have to declare interest in respect of the Notes in their personal income tax return, provided that Belgian withholding tax has effectively been levied on the interest.

Nevertheless, Belgian resident individuals may elect to declare interest in respect of the Notes in their personal income tax return. Interest income which is declared this way will in principle be taxed at a flat rate of 30% (or at the relevant progressive personal income tax rate(s), taking into account the taxpayer's other declared income, whichever is more beneficial) and no local surcharges will be due. The Belgian withholding tax levied may be credited against the taxpayer's personal income tax liability.

Any capital gain upon a transfer of Notes to a party other than the Issuer will in principle be tax exempt (except to the extent the tax authorities can prove that the capital gain does not result from the normal management of the individual's private estate and without prejudice to withholding tax on the interest component if any). Capital losses on Notes are in principle not deductible.

Different rules apply for Belgian resident individuals holding Notes as a professional investment.

Belgian resident companies

For a Belgian company subject to Belgian corporate income tax (*vennootschapsbelasting/impôt des sociétés*), all interest derived from the Notes and any capital gain on a transfer of Notes will form part of its taxable basis. The standard corporate income tax rate in Belgium is 29.58%. Small and medium-sized companies are taxable at the reduced corporate income tax rate of 20.4% on the first tranche of taxable profits of EUR 100,000.

Any retained Belgian interest withholding tax will generally, subject to certain conditions, be creditable against any corporate income tax due and the excess amount will in principle be refundable. Capital losses on Notes are, in principle, tax deductible.

As of assessment year 2021 linked to a taxable period starting at the earliest on 1 January 2020, the ordinary corporate income tax rate will be 25% and the reduced corporate income tax rate 20%.

Belgian resident legal entities

For a Belgian resident legal entity subject to legal entities income tax (*rechtspersonenbelasting/impôt des personnes morales*), the withholding tax on interest will constitute the final tax in respect of such income.

It should be noted that a Belgian legal entity which qualifies as an Eligible Investor and which has received interest free of withholding tax due to the fact that it holds the Notes through an Exempt Account with the Securities Settlement System, will have to declare the interest and pay the applicable withholding tax to the Belgian Treasury itself.

Any capital gain upon a transfer of Notes to a party other than the Issuer will in principle be tax exempt (without prejudice to withholding tax on the interest component if any). Capital losses are in principle not tax deductible.

Organisations for Financing Pensions

Interest and capital gains derived by Organisations for Financing Pensions in the meaning of the Law of 27 October 2006 on the activities and supervision for occupational retirement provision, are in principle exempt from Belgian corporate income tax. Capital losses are in principle not tax deductible. Subject to certain conditions, any Belgian withholding tax that has been levied can be credited against any corporate income tax due and any excess amount is in principle refundable.

Non-residents of Belgium

For a non-resident of Belgium for Belgian tax purposes which is not holding the Notes through a Belgian establishment or investing in the Notes in the course of a Belgian professional activity, the mere acquisition, ownership or disposal of the Notes will not give rise to any Belgian tax liability in respect of income or capital gains (without prejudice to withholding tax if applicable).

A non-resident company having allocated the Notes to the exercise of a professional activity in Belgium through a Belgian establishment is subject to practically the same rules as a Belgian resident company (see above).

Applicable tax section in case of a X-only issuance of the Notes

Belgian withholding tax

Payments of interest and principal under the Notes by or on behalf of the Issuer may be made without deduction of withholding tax in respect of the Notes if and as long as at the moment of payment or attribution of interest they are held by certain eligible investors (the “**Eligible Investors**”, see hereinafter) in an exempt securities account (an “**Exempt Account**”) that has been opened with a financial institution that is a direct or indirect participant (a “**Participant**”) in the Securities Settlement System. Euroclear and Clearstream are directly or indirectly participants for this purpose.

In this regard, “interest” means (i) the periodic interest income, (ii) any amount paid by or on behalf of the Issuer in excess of the issue price in respect of the relevant Notes (upon full or partial redemption whether or not at maturity, or upon purchase by the Issuer) and, (iii) in case of a disposal of the Notes between two interest payment dates, the pro rata part of accrued interest corresponding to the holding period.

Holding the Notes through the Securities Settlement System enables Eligible Investors to receive the gross interest income on their Notes and to transfer the Notes on a gross basis.

Participants to the Securities Settlement System must enter the Notes which they hold on behalf of Eligible Investors in an Exempt Account.

Eligible Investors are those entities referred to in Article 4 of the Belgian Royal decree of 26 May 1994 on the deduction of withholding tax, as amended from time to time, (*koninklijk besluit van 26 mei 1994 over de inhouding en de vergoeding van de roerende voorheffing/arête royal du 26 mai 1994 relatif à la perception et à la bonification du précompte mobilier*) and include, inter alia:

1. Belgian companies as referred to in Article 2, §1, 5°, b) of the Income Tax Code of 1992 (the Tax Code);
2. institutions, associations or companies specified in Article 2, §3 of the law of 9 July 1975 on the control of insurance companies other than those referred to in 1° and 3°, and without prejudice to the application of Article 262, 1° and 5° of the Tax Code;
3. state-linked social security organisations and institutions assimilated thereto specified in Article 105, 2° of the Royal Decree of 27 August 1993 implementing the Tax Code;
4. non-resident investors as specified in Article 105, 5° of the same Decree;
5. investment funds, recognised in the framework of pension savings, provided for in Article 115 of the same Decree;

6. companies, associations and other taxpayers within the meaning of Article 227, 2° of the Tax Code, having invested the Notes in the exercise of their professional activities in Belgium and being subject to non-resident income tax in accordance with Article 233 of the same Code;
7. the Belgian State, in respect of investments which are exempt from withholding tax in accordance with Article 265 of the Tax Code;
8. investment funds governed by foreign law being an indivisible estate managed by a management company for the account of the participants provided that the fund units are not publicly issued in Belgium or traded in Belgium;
9. Belgian resident companies not referred to under 1° above, when their activities exclusively or principally consist of the granting of credits and loans. Eligible Investors do not include, inter alia, Belgian resident investors who are individuals or non-profit making organisations, other than those mentioned under 2° and 3° above.

Upon opening of an Exempt Account with the Securities Settlement System or with a Participant, an Eligible Investor is required to provide a statement of its eligible status on a form approved by the Belgian Minister of Finance. There are no ongoing declaration requirements for Eligible Investors, save that they need to inform the Participants of any changes to the information contained in the statement of their eligible status. However, Participants are required to annually provide the National Bank of Belgium with listings of investors who have held an Exempt Account during the preceding calendar year.

These identification requirements do not apply to Notes held in central securities depositories as defined in Article 2, 1st paragraph, (1) of Regulation (EU) N° 909/2014 (“CSD”) as participants to the Securities Settlement System (each a “NBB-CSD”), provided that the relevant NBB-CSD only hold Exempt Accounts and that they are able to identify the Noteholders for whom they hold Notes in such account. For the identification requirements not to apply, it is furthermore required that the contracts which were concluded by the relevant NBB-CSD as participants include the commitment that all their clients, holder of an account, are Eligible Investors.

An Exempt Account may be opened with a Participant by an intermediary (an “**Intermediary**”) in respect of Notes that the Intermediary holds for the account of its clients (the “**Beneficial Owners**”), provided that each Beneficial Owner is an Eligible Investor. In such a case, the Intermediary must deliver to the Participant a statement on a form approved by the Minister of Finance confirming that (i) the Intermediary is itself an Eligible Investor, and (ii) the Beneficial Owners holding their Notes through it are also Eligible Investors.

Belgian tax on income and capital gains

Belgian resident individuals

The Notes may only be held by Eligible Investors. Consequently, the Notes may not be held by Belgian resident individuals as they do not qualify as Eligible Investors.

Belgian resident companies

For a Belgian company subject to Belgian corporate income tax (*vennootschapsbelasting/impôt des sociétés*), all interest derived from the Notes and any capital gain on a transfer of Notes will form part of its taxable basis. The standard corporate income tax rate in Belgium is 29.58%. Small and medium-sized companies are taxable at the reduced corporate income tax rate of 20.4% on the first tranche of taxable profits of EUR 100,000.

Capital losses on Notes are, in principle, tax deductible.

As of assessment year 2021 linked to a taxable period starting at the earliest on 1 January 2020, the ordinary corporate income tax rate will be 25%, and the reduced corporate income tax rate 20%.

Belgian resident legal entities

Belgian legal entities subject to Belgian legal entities tax (*rechtspersonenbelasting/ impôts des personnes morales*) and which qualify as Eligible Investors and which consequently have received gross interest income are required to declare and pay the 30% withholding tax to the Belgian tax authorities themselves (which withholding tax then generally also constitutes the final taxation in the hands of the relevant investors).

Capital gains realised on the sale of the Notes are in principle tax exempt, unless the capital gains qualify as interest (as defined in the section “Belgian withholding tax”). Capital losses are in principle not tax deductible.

Non-residents of Belgium

Noteholders who are non-residents of Belgium for Belgian tax purposes and who are not holding the Notes through a permanent establishment in Belgium will not incur or become liable for any Belgian tax on interest income or capital gains by reason only of the acquisition or disposal of the Notes provided that they qualify as Eligible Investors and that they hold their Notes in an Exempt Account.

Tax on stock exchange transactions

A tax on stock exchange transactions (*taks op de beursverrichtingen/taxe sur les opérations de bourse*) will be levied upon the sale and purchase in Belgium of the Notes on a secondary market through a professional intermediary. The rate applicable for secondary sales and purchases in Belgium through a professional intermediary is 0.12% with a maximum amount of EUR 1,300 per transaction and per party. The tax is due separately from each party to any such transaction, i.e. the seller (transferor) and the purchaser (transferee), both collected by the professional intermediary.

Following the Law of 25 December 2016, the scope of application of the tax on the stock exchange transactions has been extended as of 1 January 2017 to secondary market transactions of which the order is directly or indirectly made to a professional intermediary established outside of Belgium by (i) a private individual with habitual residence in Belgium or (ii) a legal entity for the account of its seat or establishment in Belgium (both referred to as a “**Belgian Investor**”). In such a scenario, the tax on the stock exchange transactions is due by the ordering private individual or legal entity unless that individual or entity can demonstrate that the tax on the stock exchange transactions due has already been paid by the professional intermediary established outside Belgium. In the latter case, the foreign professional intermediary also has to provide each client (which gives such intermediary an order) with a qualifying order statement (*borderel/ bordereau*), at the latest on the business day after the day on which the relevant transaction was realised. The qualifying order statements must be numbered in series and duplicates must be retained by the financial intermediary. A duplicate can be replaced by a qualifying agent day-to-day listing, numbered in series. Alternatively, professional intermediaries established outside Belgium can appoint a stock exchange tax representative in Belgium, subject to certain conditions and formalities (a “**Stock Exchange Tax Representative**”). Such Stock Exchange Tax Representative will then be liable toward the Belgian Treasury for the tax on stock exchange transactions and to comply with the reporting obligations and the obligations relating to the order statement (*borderel/bordereau*) in that respect. If such a Stock Exchange Tax Representative has paid the tax on stock exchange transactions due, the relevant Belgian Investor will, as per the above, no longer be the debtor of the tax on stock exchange transactions.

A tax on repurchase transactions (*taks op de reporten/taxe sur les reports*) at the rate of 0.085% will be due from each party to any such transaction in which a stockbroker acts for either party (subject to a maximum of EUR 1,300 per party and per transaction).

Neither of the taxes referred to above will however be payable by exempt persons acting for their own account, including investors who are not Belgian residents, provided they deliver an affidavit to the financial intermediary in Belgium confirming their non-resident status, and certain Belgian institutional investors as defined in Article 126.1, 2° of the Code of miscellaneous duties and taxes (*Wetboek diverse rechten en taksen/Code des droits et taxes divers*) for the tax on stock exchange transactions and Article 139, second paragraph of the same code for the tax on repurchase transactions.

As stated below, the European Commission has published a proposal for a Directive for a common financial transactions tax (the “FTT”). The proposal currently stipulates that once the FTT enters into force, the participating Member States shall not maintain or introduce taxes on financial transactions other than the FTT (or VAT as provided in the Council Directive 2006/112/EC of 28 November 2006 on the common system of value added tax). For Belgium, the tax on stock exchange transactions and the tax on repurchase transactions should thus be abolished once the FTT enters into force.

The proposal is still subject to negotiation between the participating Member States and therefore may be changed at any time.

Tax on Securities Accounts

On 7 February 2018, a law on the introduction of a tax on securities accounts was approved by the Belgian Federal Parliament. The law was published in the Belgian Official Gazette on 9 March 2018 and entered into force the day after its publication. Pursuant to this law, Belgian resident and non-resident individuals are taxed at a rate of 0.15% on their share in the average value of qualifying financial instruments (such as shares, bonds, certain other type of debt instruments, units of undertakings for collective investment, and warrants) held on one or more securities accounts with one or more financial intermediaries during a reference period of twelve consecutive months starting on 1 October and ending on 30 September of the subsequent year (the “**Tax on Securities Accounts**”).

No Tax on Securities Accounts is due provided the holder’s share in the average value of the qualifying financial instruments on those accounts amounts to less than EUR 500,000. If, however, the holder’s share in the average value of the qualifying financial instruments on those accounts amounts to EUR 500,000 or more, the Tax on Securities Accounts is due on the entire share of the holder in the average value of the qualifying financial instruments on those accounts (and, hence, not only on the part which exceeds the EUR 500,000 threshold).

Qualifying financial instruments held by non-resident individuals only fall within the scope of the Tax on Securities Accounts provided they are held on securities accounts with a financial intermediary established or located in Belgium. Note that pursuant to certain double tax treaties, Belgium has no right to tax capital. Hence, to the extent the Tax on Securities Accounts is viewed as a tax on capital within the meaning of these double tax treaties, treaty protection may, subject to certain conditions, be claimed.

A financial intermediary is defined as (i) a credit institution or a stockbroking firm as defined by Article 1, §2 and §3 of the Law of 25 April 2014 on the legal status and supervision of credit institutions and stockbroking firms and (ii) the investment companies as defined by Article 3, §1 of the Law of 25 October 2016 on access to the activity of investment services and on the legal status and supervision of portfolio management and investment advice companies, which are pursuant to national law admitted to hold financial instruments for the account of customers.

The Tax on Securities Accounts is in principle due by the financial intermediary established or located in Belgium if (i) the holder’s share in the average value of the qualifying financial instruments held on one or more securities accounts with said intermediary amounts to EUR 500,000 or more or (ii) the holder instructed the financial intermediary to levy the Tax on Securities Accounts due (e.g. in case such holder holds qualifying financial instruments on several securities accounts held with multiple intermediaries of which the average value of each of these accounts do not amount to EUR 500,000 or more but of which the holder’s share in the total average value of these accounts exceeds EUR 500,000 EUR). Otherwise, the Tax on Securities Accounts must be declared and will be due by the holder itself, unless the holder provides evidence that the Tax on Securities Accounts has already been withheld, declared and paid by an intermediary which is not established or located in Belgium. In that respect, intermediaries located or established outside of Belgium may appoint a Tax on the Securities Accounts representative in Belgium, subject to certain conditions and formalities (“**Tax on the Securities Accounts Representative**”). Such a Tax on the Securities Accounts Representative will then be liable towards the Belgian Treasury for the Tax on the Securities Accounts due and for complying with certain reporting obligations in that respect.

Belgian resident individuals must report in their annual income tax return their various securities accounts held with one or more financial intermediaries of which they are considered as a holder within the meaning of the Tax on Securities Accounts. Non-resident individuals must report in their annual Belgian non-resident income tax return their various securities accounts held with one or more financial intermediaries established or located in Belgium of which they are considered as a holder within the meaning of the Tax on Securities Accounts.

Prospective Investors are strongly advised to seek their own professional advice in relation to the Tax on Securities Accounts.

On 17 October 2019, the Constitutional Court of Belgium annulled the law on the introduction of the Tax on Securities Accounts. However, the law remains applicable in respect of reference periods ending before or on 30 September 2019.

The proposed financial transactions tax

On 14 February 2013, the EU Commission published a proposal for a Council Directive (the **Draft Directive**) on enhanced cooperation in the area of financial transaction tax (the **FTT**). Pursuant to the Draft Directive, the FTT shall be implemented and enter into effect in eleven EU Member States (Austria, Belgium, Estonia, France, Germany, Greece, Italy, Portugal, Slovakia, Slovenia and Spain) (the **Participating Member States**). In December 2015, Estonia withdrew from the group of states willing to introduce the FTT.

The Draft Directive has a very broad scope and could, if introduced, apply to certain dealings in the Notes (including secondary market transactions) in certain circumstances.

Under the Draft Directive, the FTT could apply in certain circumstances to persons both within and outside of the Participating Member States. Generally, it would apply to certain dealings in the Notes where at least one party is a financial institution, and at least one party is established in a Participating Member State. A financial institution may be, or be deemed to be, “established” in a Participating Member State in a broad range of circumstances, including (a) by transacting with a person established in a Participating Member State or (b) where the financial instrument which is subject to the dealings is issued in a Participating Member State.

However, the FTT proposal remains subject to negotiation between the Participating Member States, and the scope of any such tax is uncertain. Additional EU Member States may decide to participate.

Prospective Holders of the Notes should consult their own tax advisers in relation to the consequences of the FTT associated with the subscription, purchase, holding or disposal of the Notes.

Foreign Account Tax Compliance Act

Pursuant to certain provisions of the U.S. Internal Revenue Code of 1986, commonly known as “**FATCA**”,

a “foreign financial institution” may be required to withhold on certain payments it makes (“**foreign passthru payments**”) to persons that fail to meet certain certification, reporting, or related requirements. A number of jurisdictions (including Belgium) have entered into, or have agreed in substance to, intergovernmental agreements with the United States to implement FATCA (**IGAs**), which modify the way in which FATCA applies in their jurisdictions. Certain aspects of the application of the FATCA provisions and IGAs to instruments such as the Notes, including whether withholding would ever be required pursuant to FATCA or an IGA with respect to payments on instruments such as the Notes, are uncertain and may be subject to change. Even if withholding would be required pursuant to FATCA or an IGA with respect to payments on instruments such as the Notes, such withholding would not apply prior to the date that is two years after the date on which final regulations defining foreign passthru payments are published in the U.S. If an amount in respect of U.S. withholding tax were to be deducted or withheld from interest, principal or other payments on the Notes as a result of FATCA, laws enacted pursuant to the IGA entered into between the United States and Belgium or laws enacted pursuant to an IGA entered into with another jurisdiction, none of the Issuer, any paying agent or any other person would be required to pay additional amounts

or otherwise indemnify as a result of the deduction or withholding. As a result, investors may receive less interest or principal than expected. Federal Register Prospective investors should consult their own tax advisors regarding how these rules may apply to their investment in the Notes.

Under the Belgian Law of 16 December 2015 (*Wet van 16 december 2015 tot regeling van de mededeling van inlichtingen betreffende financiële rekeningen, door de Belgische financiële instellingen en de FOD Financiën in het kader van automatische uitwisseling van inlichtingen op internationaal niveau en voor belastingdoeleinden/Loi du 16 décembre 2015 réglant la communication des renseignements relatifs aux comptes financiers, par les institutions financières belges et le SPF Finances, dans le cadre d'un échange automatique de renseignements au niveau international et à des fins fiscales*), which implements FATCA, Belgian financial institutions holding Notes for “US accountholders “ and for “Non-US owned passive Non- Financial Foreign entities” shall report financial information regarding the Notes (such as income and gross proceeds) to the Belgian competent authority, who shall communicate the information to the US tax authorities.

SUBSCRIPTION AND SALE

Summary of Programme Agreement

Subject to the terms and on the conditions contained in an amended and restated programme agreement dated 22 October 2019 (the “**Programme Agreement**”) between the Issuer, the Dealers and the Arranger, the Notes will be offered on a continuous basis by the Issuer to the Dealers. The Notes may be resold at prevailing market prices, or at prices related thereto, at the time of such resale, as determined by the relevant Dealer. The Notes may also be sold by the Issuer through the Dealers, acting as agents of the Issuer. The Programme Agreement also provides for Notes to be issued in syndicated Tranches that are jointly and severally underwritten by two or more Dealers.

The Issuer will pay each relevant Dealer a commission as agreed between them in respect of Notes subscribed by it. The Issuer has agreed to reimburse the Arranger for certain of its expenses incurred in connection with the update of the Programme and the Dealers for certain of their activities in connection with the Programme.

The Issuer has agreed to indemnify the Dealers against certain liabilities in connection with the offer and sale of the Notes. The Programme Agreement entitles the Dealers to terminate any agreement that they make to subscribe Notes in certain circumstances prior to payment for such Notes being made to the Issuer.

Selling Restrictions

United States

The Notes have not been and will not be registered under the Securities Act, as amended, or the securities laws of any state of the United States, or other relevant jurisdiction within the United States 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.

Each Dealer has represented and agreed that, and each further Dealer appointed under the Programme will be required to represent and agree that except as permitted by the Programme Agreement, it has not offered, sold or delivered Notes and it will not offer, sell or deliver Notes (i) as part of their distribution at any time or (ii) otherwise until 40 days after completion of the distribution of all Notes of the relevant tranche as determined and certified to the Issuer, by the Listing and Paying 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 only in accordance with Rule 903 of Regulation S and it will have sent to each distributor, dealer or person receiving a selling concession, fee or other remuneration 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.

In addition, until 40 days after the commencement of the offering of any identifiable tranche of notes, an offer or sale of Notes within the United States by any dealer (whether or not participating in the offering) 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, and the Notes are being offered and sold only outside the United States to non-U.S. persons in reliance on Regulation S. 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 its contents to any such U.S. person or other person within the United States, is prohibited.

Prohibition of sales to EEA retail investors

If the Prohibition of Sales to EEA Retail Investors is specified as applicable in the applicable Final Term, each Dealer has represented and agreed, and each further Dealer appointed under the Programme will be required to represent and agree, that it has not offered, sold or otherwise made available and will not offer, sell or otherwise make available any Notes which are the subject of the offering contemplated by this Base Prospectus as completed by the Final Terms in relation thereto to any retail investor in the European Economic Area. 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 Directive 2014/65/EU (as amended, “**MiFID II**”);
or
- (b) a customer within the meaning of Directive 2016/97/EC (as amended or superseded, the “**Insurance Distribution Directive**”), where that customer would not qualify as a professional client as defined in point (10) of Article 4(1) of MiFID II.

Prohibition of sales to consumers in Belgium

If the Prohibition of Sales to Belgian Consumers is specified as applicable in the applicable Final Terms, the Notes are not intended to be offered, sold or otherwise made available, and should not be offered, sold or otherwise made available, in Belgium to “consumers” (*consumenten/consommateurs*) within the meaning of the Belgian Code of Economic Law (*Wetboek economisch recht/Code de droit économique*), as amended.

United Kingdom

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

- (a) in relation to any Notes which have a maturity of less than one year, (i) it is a person whose ordinary activities involve it in acquiring, holding, managing or disposing of investments (as principal or agent) for the purposes of its business and (ii) it has not offered or sold and will not offer or sell any Notes other than to persons whose ordinary activities involve them in acquiring, holding, managing or disposing of investments (as principal or as agent) for the purposes of their businesses or who it is reasonable to expect will acquire, hold, manage or dispose of investments (as principal or agent) for the purposes of their businesses where the issue of the Notes would otherwise constitute a contravention of Section 19 of the Financial Services and Markets Act 2000 (the “**FSMA 2000**”) by the Issuer;
- (b) it has only communicated or caused to be communicated and will only communicate or cause to be communicated an invitation or inducement to engage in investment activity (within the meaning of Section 21 of the FSMA 2000) received by it in connection with the issue or sale of any Notes in circumstances in which Section 21(1) of the FSMA 2000 does not apply to the Issuer; and
- (c) it has complied and will comply with all applicable provisions of the FSMA 2000 with respect to anything done by it in relation to any Notes in, from or otherwise involving the United Kingdom.

The Republic of Italy

Unless it is specified within the applicable Final Terms that a non-exempt offer may be made in Italy, the offering of the Notes has not been registered pursuant to Italian securities legislation and, accordingly, no Notes may be offered, sold or delivered, nor may copies of this Base Prospectus or of any other document relating to the Notes be distributed in the Republic of Italy, except:

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

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

- (a) made by an investment firm, bank or financial intermediary permitted to conduct such activities in the Republic of Italy in accordance with the Financial Services Act, CONSOB Regulation No. 20307 of 15 February 2018 (as amended from time to time) and Legislative Decree No. 385 of 1 September 1993, as amended (the "Banking Act"); and
- (b) comply with any other applicable laws and regulations or requirement imposed by CONSOB, the Bank of Italy (including, the reporting requirements, where applicable, pursuant to Article 129 of the Banking Act and the implementing guidelines of the Bank of Italy, as amended from time to time) and/or any other Italian authority. .

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

France

Each of the Dealers has represented and agreed and each further Dealer appointed in respect of 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 the public in France, and it has not distributed or caused to be distributed and will not distribute or cause to be distributed to the public in France, directly or indirectly, the Base Prospectus, the relevant Final Terms or any other offering material relating to the Notes, and that such offers, sales and distributions have been and will be made in France only to qualified investors (*investisseurs qualifiés*) as defined in Article 2 (e) of Regulation 2017/1129 (as amended) and in accordance with Articles L.411-1 and L.411-2 of the French *Code monétaire et financier*, as amended from time to time and any applicable French laws and regulations relating thereto.

Japan

The Notes have not been and will not be registered under the Financial Instruments and Exchange Act of Japan (Act No. 25 of 1948, as amended, the "**Financial Instruments and Exchange Act**"). Accordingly, each Dealer has represented and agreed, and each further Dealer appointed under the Programme will be required to represent and agree, that it has not, directly or indirectly, offered or sold and will not, directly or indirectly, offer or sell any Notes in Japan or to, or for the benefit of, any resident of 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 re-sale, directly or indirectly, in Japan or to, or for the benefit of, any resident of Japan except pursuant to an exemption from the registration requirements of, and otherwise in compliance with, the Financial Instruments and Exchange Act and other relevant laws and regulations of Japan.

Hong Kong

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

- (a) the Notes have not been offered or sold and may not be offered or sold in Hong Kong by means of any document other than (i) in circumstances which do not constitute an offer to the public within the meaning of the Companies (Winding Up and Miscellaneous Provisions) Ordinance (Cap.32, Laws of Hong Kong), or (ii) to “professional investors” within the meaning of the Securities and Futures Ordinance (Cap.571, Laws of Hong Kong) and any rules made thereunder, or (iii) in other circumstances which do not result in the document being a “prospectus” within the meaning of the Companies (Winding Up and Miscellaneous Provisions) Ordinance (Cap.32, Laws of Hong Kong) or which do not constitute an offer to the public within the meaning of that ordinance; and
- (b) no advertisement, invitation or document relating to the Notes has been or may be issued or may be in the possession (and will not be issued or in the possession) of any person for the purpose of issue (in each case whether in Hong Kong or elsewhere), which is directed at, or the contents of which are likely to be accessed or read by, the public in Hong Kong (except if permitted to do so under the laws of Hong Kong) other than with respect to the Notes which are or are intended to be disposed of only to persons outside Hong Kong or only to “professional investors” within the meaning of the Securities and Futures Ordinance (Cap. 571, Laws of Hong Kong) and any rules made thereunder.

Taiwan

The Notes have not been and will not be registered or filed with, or approved by, the Financial Supervisory Commission of the Republic of China (“Taiwan”) or any other Taiwanese authorities pursuant to relevant securities laws and regulations and may not be sold, issued, or offered within Taiwan through a public offering or in circumstances which constitute an offer within the meaning of the Securities and Exchange Act of Taiwan that requires a registration or filing with or approval of the Financial Supervisory Commission of Taiwan. No person or entity has been authorized or will be authorized to offer, sell, recommend, give advice regarding or otherwise intermediate the offering and sale of the Notes in Taiwan.

Each Dealer has, represented, warranted and agreed and each further Dealer appointed in respect of the Programme will be required to represent, warrant and agree, that they have not offered, or sold, or re-sold, or traded or delivered, and will not offer, sell, re-sell, trade or deliver, at any time, directly or indirectly, any Notes in Taiwan or to, or for the account or benefit of, any resident or entity of Taiwan.

General

These selling restrictions may be modified by the agreement of the Issuer and the Dealers following a change in a relevant law, regulation or directive. No representation is made that any action has been taken in any jurisdiction that would permit a public offering of any of the Notes, or possession or distribution of the Base Prospectus or any other offering material or any Final Terms, in any country or jurisdiction where action for that purpose is required.

Each Dealer has agreed that it shall, to the best of its knowledge, comply with all applicable securities laws and regulations in force in any jurisdiction in which it purchases, offers, sells or delivers Notes or has in its possession or distributes this Base Prospectus, any other offering material or any Final Terms therefore in all cases at its own expense and will obtain any consent, approval or permission required by it for the purchase, offer, sale or delivery by it of Notes under the laws and regulations in force in any jurisdiction to which it is subject or in which it makes such purchases, offers, sales or deliveries and neither the Issuer nor any of the other Dealers shall have any responsibility therefor.

FORM OF THE NOTES

Each Tranche of Notes will be issued in dematerialised form and cannot be physically delivered. The Notes will be represented exclusively by book entries in the records of Securities Settlement System. The Noteholders will not be entitled to exchange the Notes into definitive notes in bearer form. No certificates representing the Notes will be issued.

The Notes will be accepted for settlement through the Securities Settlement System, and will accordingly be subject to the Securities Settlement System Regulations (as defined in “*Terms and Conditions of the Notes*”).

If the relevant Final Terms specify the “X-only Issuance” as “Applicable”, the Notes may be held only, and transferred only to, Eligible Investors.

The number of Notes in circulation at any time will be registered in the register of registered securities of the Issuer in the name of the NBB.

Access to the Securities Settlement System is available through those of its Securities Settlement System participants whose membership extends to securities such as the Notes.

Securities Settlement System participants include certain banks, stockbrokers (*beursvennootschappen/sociétés de bourse*), and Euroclear Bank, Clearstream Banking Frankfurt, SIX SIS, Monte Titoli, Interbolsa and Euroclear France. For a list of all the participants, refer to: <https://www.nbb.be/nl/list-nbb-investor-icsds>. Accordingly, the Notes will be eligible to clear through, and therefore accepted by, Euroclear Bank, Clearstream Banking Frankfurt, SIX SIS, Monte Titoli, Interbolsa and Euroclear France and investors can hold their Notes within securities accounts in Euroclear Bank, Clearstream Banking Frankfurt, SIX SIS, Monte Titoli, Interbolsa and Euroclear France.

Transfers of interests in the Notes will be effected between Securities Settlement System participants in accordance with the rules and operating procedures of the Securities Settlement System. Transfers between investors will be effected in accordance with the respective rules and operating procedures of the Securities Settlement System participants through which they hold their Notes.

The Listing and Paying Agent will perform the obligations of domiciliary agent included in the clearing services agreement dated on or about 22 October between the Issuer, the NBB and the Listing and Paying Agent (the “**Clearing Agreement**”).

The Issuer and the Listing and Paying Agent will not have any responsibility for the proper performance by the Securities Settlement System or its Securities Settlement System participants of their obligations under their respective rules and operating procedures.

A Noteholder must rely on the procedures of the Securities Settlement System, to receive payments under the Notes. UCB will have no responsibility or liability for the records relating to, or payments made in respect of, the Notes within the Securities Settlement System.

FORMS OF FINAL TERMS

[PROHIBITION OF SALES TO EEA RETAIL INVESTORS – The Notes are not intended to be offered, sold or otherwise made available to, and should not be offered, sold or otherwise made available to, any retail investor in the European Economic Area (“EEA”). For these purposes, a retail investor means a person who is one (or more) of: (i) a retail client as defined in point (11) of Article 4(1) of [Directive 2014/65/EU (as amended, “MiFID II”)] [MiFID II] or (ii) a customer within the meaning of Directive 2016/97/EC (as amended or superseded, the “Insurance Distribution Directive”), where that customer would not qualify as a professional client as defined in point (10) of Article 4(1) of MiFID II.]

[PROHIBITION OF SALES TO CONSUMERS IN BELGIUM – The Notes are not intended to be offered, sold or otherwise made available, and should not be offered, sold or otherwise made available, in Belgium to “consumers” (*consumenten/consommateurs*) within the meaning of the Belgian Code of Economic Law (*Wetboek economisch recht/Code de droit économique*), as amended.]

Final Terms dated [●]

UCB SA

Legal Entity Identifier (“LEI”): [-]

Issue of [Aggregate Nominal Amount of Tranche] [Title of Notes]

under the EUR 3,000,000,000 Euro Medium Term Note Programme

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 22 October 2019 [and the supplement(s) to it dated [●]] which [together] constitute[s] a base prospectus (the “**Base Prospectus**”) for the purposes of the Prospectus Regulation (Directive (EU) 2017/1129) (the “**Prospectus Regulation**”). This document constitutes the Final Terms of the Notes described herein for the purposes of Article 8 of the Prospectus Regulation and must be read in conjunction with the Base Prospectus. Full information on the Issuer and the offer of the Notes is only available on the basis of the combination of these Final Terms and the Base Prospectus. The Base Prospectus has been published on [Issuer’s/financial intermediaries’/regulated market/competent authority] website.

[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 (in which case the sub-paragraphs of the paragraphs which are not applicable can be deleted. Italics denote guidance for completing the Final Terms.)]

- | | | |
|----|--------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 1. | Issuer: | UCB SA |
| 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 [<i>insert description of the Series</i>] on [<i>insert date</i> /the Issue Date].] |
| 3. | [(i)] Specified Currency or Currencies: | [●] |
| 4. | Aggregate Nominal Amount: | |

- [(i)] Series: [●]
- [(ii)] Tranche: [●]
5. Issue Price: [●] per cent. of the Aggregate Nominal Amount [plus accrued interest from [insert date] *(if applicable)*]
6. (i) Specified Denominations: [●]
(ii) Calculation Amount: [●]
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 (see section 4 of the Conditions): [[●] per cent. Fixed Rate]
[[*specify particular reference rate*] +/- [●] per cent. Floating Rate]
[Zero Coupon]
(further particulars specified below)
10. Redemption Basis: Subject to any purchase and cancellation or early redemption, the Notes will be redeemed on the Maturity Date at [●] per cent. of their nominal amount.
11. Put/Call Options (see section 5(d) and (e) of the Conditions): [Clean-Up Call]
[3-Months Par Call]
[Acquisition Event Call]
[Make-Whole Call]
[Change of Control Put][Investor Put]
[(further particulars specified below)]
12. [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*)

PROVISIONS RELATING TO INTEREST (IF ANY) PAYABLE

13. **Fixed Rate Note Provisions** [Applicable/Not Applicable] (*if not applicable, delete the remaining sub-paragraphs of this paragraph*)
- (i) Rate(s) of Interest: [●] per cent. per annum payable in arrear on each Interest Payment Date
- (ii) Interest Payment Date(s): [●] in each year
- (iii) Fixed Coupon Amount(s): [●] per Calculation Amount
- (iv) Broken Amount(s): [●] per Calculation Amount, payable on the Interest Payment Date falling [in/on] [●]
- (v) Day Count Fraction: [30/360/Actual/Actual/Actual/365 (Fixed)/Actual/Actual (ICMA)/Actual/360/30E/360/30E/360 (ISDA)]
- (vi) [Determination Dates: [●] in each year] [Not Applicable]

14.	Floating Rate Note Provisions	[Applicable/Not Applicable] <i>(if not applicable, delete the remaining sub-paragraphs of this paragraph)</i>
	(i) Interest Period(s):	[[●] in each year][subject to adjustment in accordance with the Business Day Convention set out in (v) below/ not subject to any adjustment as the Business Day Convention in (v) below is specified as Not Applicable]
	(ii) Specified Interest Payment Dates:	[●]
	(iii) Interest Period Date:	[Interest Payment Date/[●]]
	(iv) First Interest Payment Date:	[[●] in each year, subject to adjustment in accordance with the Business Day Convention set out in (iv) below]
	(v) Business Day Convention:	[Floating Rate Business Day Convention/Following Business Day Convention/ Modified Following Business Day Convention/ Preceding Business Day Convention] [Not Applicable]
	(vi) Business Centre(s):	[●]
	(vii) Manner in which the Rate(s) of Interest is/are to be determined:	[Screen Rate Determination/ISDA Determination]
	(viii) [Reference Banks	[●]]
	(ix) Party responsible for calculating the Rate(s) of Interest and/or Interest Amount(s) (if not the [Listing and Paying Agent]):	[●]
	(x) Screen Rate Determination:	
	– Reference Rate:	[●]
	– Interest Determination Date(s):	[●]
	– Relevant Screen Page:	[●]
	(xi) ISDA Determination:	
	– Floating Rate Option:	[●]
	– Designated Maturity:	[●]
	– Reset Date:	[●]
	– ISDA Definitions:	2006
	(xii) Linear Interpolation:	[Not Applicable/ Applicable – the Rate of Interest for the [long/ short] [first/last] Interest Period shall be calculated using Linear Interpolation (<i>specify for each short or long interest period</i>)]
	(xiii) Margin(s):	[+/-][●] per cent. per annum
	(xiv) Minimum Rate of Interest:	[●] per cent. per annum

- (xv) Maximum Rate of Interest: [●] per cent. per annum
- (xvi) Day Count Fraction: [30/360/Actual/Actual/Actual/365 (Fixed)/Actual/Actual (ICMA)/Actual/360/30E/360/30E/360 (ISDA)]
15. **Zero Coupon Note Provisions** [Applicable/Not Applicable]
- (i) [Amortisation/Accrual] Yield: [●] per cent. per annum
- (ii) [Reference Price: [●]]
- (iii) [Day Count Fraction in relation to Early Redemption Amounts: [30/360/Actual/Actual/Actual/365 (Fixed)/Actual/Actual (ICMA)/Actual/360/30E/360/30E/360 (ISDA)]

PROVISIONS RELATING TO REDEMPTION

16. **Clean-up Call** [Applicable/Not Applicable]
17. **3-Months Par Call** [Applicable/Not Applicable]
18. **Acquisition Event Call** [Applicable/Not Applicable]
- Acquisition Event Call Redemption Amount: [●] per cent. of the principal amount of the Notes
- Acquisition: [●]
- Acquisition Long Stop Date: [●]
- Acquisition Notice Period: The period from [[●]/ [the Issue Date]] to [[●]/the Acquisition Long Stop Date]
19. **Make-Whole Call** [Applicable/Not Applicable]
- (i) Optional Redemption Date(s): [●]
- (ii) Optional Redemption Amount(s) of each Note
- Reference Bond: [CA Selected Bond: Belgium's *obligations linéaires - lineaire obligaties* (OLOs)/CA Selected Bond: German *Bundesobligationen*/CA Selected Bond:[●]/[specify non-CA Selected Bond]]
- Quotation Time: [●]
- Optional Redemption Margin: [●] per cent.
- Reference Rate Determination Date: [The [●] Business Day preceding the relevant Optional Redemption Date/Not Applicable]
- Floor: [[●]/Not Applicable]
- (iii) If redeemable in part: [Applicable/Not Applicable]
- (a) Minimum Redemption Amount: [●] per Calculation Amount
- (b) Maximum Redemption Amount: [●] per Calculation Amount
20. **Change of Control Put Option:** [Applicable, subject to subparagraph 17(ii) below/Not Applicable]

(i)	Change of Control Resolution Approval Deadline	[[●]/Not Applicable]
(ii)	Change of Control Step-Up Margin	[[●]/Not Applicable]
(iii)	Put Redemption Rate	[MIN ([●] per cent.; [●] per cent. × Exp (T × 0.74720148386%), rounded down to the 9 th decimal, where: (a) “Exp” means the exponential function meaning the function e ^x , where e is the number (approximately 2.718) such that the function e ^x equals its own derivative; and (b) “T” means the time, expressed in decimals of a year, elapsed from (and including) the Issue Date until (and including) the Early Redemption Event /[●] %]
21.	Investor Put	[Applicable/Not Applicable]
(i)	Optional Redemption Date(s):	[●]
(ii)	Optional Redemption Amount(s) of each Note:	[●] per Calculation Amount
(iii)	Notice period:	[As set out in Condition 5(e)(ii)/[●]]
22.	Tax Call Option	[Applicable/Not Applicable]
23.	Final Redemption Amount of each Note	[●] per Calculation Amount
24.	Early Redemption Amount Early Redemption Amount(s) per Calculation Amount payable on redemption for taxation reasons, or on event of default or other early redemption (except if otherwise provided)	[●] per Calculation Amount

GENERAL PROVISIONS APPLICABLE TO THE NOTES

25.	Form of Notes:	Dematerialised Notes
26.	Financial Centre(s):	[Not Applicable/give details.]

THIRD PARTY INFORMATION

[(Relevant third party information) has been extracted from (specify source).The Issuer confirms that such information has been accurately reproduced and that, so far as it is aware, and is able to ascertain from information published by (specify source), no facts have been omitted which would render the reproduced information inaccurate or misleading.]

Signed on behalf of UCB SA:

By:
Duly authorised

PART B – OTHER INFORMATION

1. LISTING AND ADMISSION TO TRADING

- (i) Admission to trading: [Application has been made by the Issuer (or on its behalf) for the Notes to be admitted to trading on [*specify relevant regulated market*] with effect from [●].] [Application is expected to be made by the Issuer (or on its behalf) for the Notes to be admitted to trading on [*specify relevant regulated market*]] with effect from [●].] [Not Applicable.]
- (ii) Estimate of total expenses related to admission to trading: [●]

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

[Save for any fees payable to the [Managers/Dealers],][Not applicable;] so far as the Issuer is aware, no person involved in the issue of the Notes has an interest material to the offer. The [Managers/Dealers] and their affiliates have engaged, and may in the future engage, in investment banking and/or commercial banking transactions with, and may perform other services for, the Issuer and its affiliates in the ordinary course of business - *Amend as appropriate if there are other interests*]

(When adding any other description, 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 Prospectus Regulation.)

3. USE OF PROCEEDS, REASONS FOR THE OFFER, ESTIMATED NET PROCEEDS AND TOTAL EXPENSES

[(i) Use of Proceeds, Reasons for the offer: [●]

[(ii)] Estimated net proceeds: [●]

[(iii)] Estimated total expenses: [●]

4. YIELD (*For Fixed Rate Notes only*)

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

5. OPERATIONAL INFORMATION

ISIN Code: [●]

Common Code: [●]

CFI: [[See/[include code], as updated, as set out on] the website of the Association of National Numbering Agencies (ANNA) or alternatively sourced from the responsible National Numbering Agency that assigned the ISIN]/[Not Applicable]/[Not Available]

FISN: [[See/[include code], as updated, as set out on] the website of the Association of National Numbering Agencies (ANNA) or alternatively sourced from the responsible

	National Numbering Agency that assigned the ISIN]/[Not Applicable]/[Not Available]
Any clearing system(s) other than Securities Settlement System and the relevant identification number(s):	[Not Applicable/give name(s) and number(s)]
Delivery:	Delivery [against/free of] payment
Names and addresses of additional listing and paying agent(s) (if any):	[•]
[Relevant Benchmark([s]):	[Not Applicable]/[The Euro Interbank Offered Rate (“ EURIBOR ”) is provided by the European Money Markets Institute (“ EMMI ”). As at the date hereof, EMMI appears in the register of administrators and benchmarks established and maintained by ESMA pursuant to Article 36 (<i>Register of administrators and benchmarks</i>) of the Benchmark Regulation.]/[The London Interbank Offered Rate (“ LIBOR ”) is provided by the ICE Benchmark Administration Limited (“ ICE ”). As at the date hereof, ICE appears in the register of administrators and benchmarks established and maintained by ESMA pursuant to Article 36 (<i>Register of administrators and benchmarks</i>) of the Benchmark Regulation.]

6. **DISTRIBUTION**

- (i) Method of distribution: [Syndicated/Non-syndicated]
- (ii) If syndicated:
 - (A) Names and addresses of Managers and underwriting commitments: [Not Applicable/give names, addresses and underwriting commitments]
 - (B) Date of [Subscription] Agreement: [•]
 - (C) Stabilisation Manager(s) if any: [Not Applicable/give name]
- (iii) If non-syndicated, name and address of Dealer: [Not Applicable/give name and address]
- (iv) X-only Issuance [Applicable/Not Applicable]
- (v) US Selling Restrictions (Categories of potential investors to which the Notes are offered): Reg. S Compliance Category 2; TEFRA not applicable
- (vi) Prohibition of Sales to EEA Retail Investors [Applicable/Not Applicable]

(vii) Prohibition of Sales to [Applicable/Not Applicable]
Belgian Consumers

GENERAL INFORMATION

- (1) Application may be made for Notes issued under the Programme to be admitted to the regulated market of Euronext Brussels.
- (2) The listing of the Notes on Euronext Brussels will be expressed as a percentage of their nominal amount (exclusive of accrued interest). It is expected that each Tranche of the Notes which is to be admitted on Euronext Brussels will be admitted separately as and when issued. Prior to official listing and admission to trading, however, dealings may be permitted by Euronext Brussels in accordance with their rules. However, unlisted Notes or Notes listed on another market may be issued pursuant to the Programme.
- (3) The Issuer has obtained all necessary consents, approvals and authorisations in Belgium in connection with the update of the Programme. The update of the Programme was authorised by the Board of Directors of the Issuer on 24 July 2019.
- (4) There has been no significant change in the financial performance or trading position of UCB or of the UCB Group since 31 December 2018 and there has been no material adverse change in the prospects of the Issuer or of the UCB Group since 30 June 2019.
- (5) Except as disclosed in Section “Description of UCB” (Heading “Legal Proceedings”) of this Base Prospectus, neither the Issuer nor any of their subsidiaries is involved in any governmental, legal or arbitration proceedings (including any such proceedings which are pending or threatened of which the Issuer is aware) during the 12 months preceding the date of this Base Prospectus which may have or has had in the recent past significant effects on the financial position or profitability of the Issuer or the UCB Group.
- (6) Notes have been accepted for clearance through the Securities Settlement System (which is the entity in charge of keeping the records). 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 the NBB is Boulevard de Berlaimont 14, 1000 Brussels, Belgium. The address of any alternative clearing system will be specified in the applicable Final Terms.
- (7) There are no material contracts entered into other than in the ordinary course of the Issuer’s business, which could result in any member of the UCB 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.
- (8) Where information in this Base Prospectus has been sourced from third parties this information has been accurately reproduced and as far as the Issuer is aware and is able to ascertain from the information published by such third parties no facts have been omitted which would render the reproduced information inaccurate or misleading. The source of third party information is identified where used.
- (9) The issue price and the amount of the relevant Notes will be determined, before filing of the relevant Final Terms of each Tranche, based on the prevailing market conditions. The Issuer does not intend to provide any post-issuance information in relation to any issues of Notes.
- (10) For so long as Notes may be issued pursuant to this Base Prospectus, the following documents will, when published, be available for inspection on the Issuer’s website (www.ucb.com):
 - the Agency Agreement;
 - the Clearing Services Agreement;
 - the Articles of Association of the Issuer;

- each Final Terms (save that Final Terms relating to a Note which is not admitted to trading on a regulated market within the European Economic Area will only be available for inspection by a holder of such Note and such holder must produce evidence satisfactory to the Issuer and the Listing and Paying Agent as to its holding of Notes and identity);
 - a copy of this Base Prospectus together with any Supplement to this Base Prospectus or further Base Prospectus; and
 - all reports, letters and other documents, balance sheets, valuations and statements by any expert any part of which is extracted or referred to in this Base Prospectus.
- (11) This Base Prospectus and the Final Terms for Notes that are listed on Euronext Brussels' regulated market will be published on the website of Euronext Brussels (www.euronext.com).
- (12) PwC Réviseurs d'Entreprises SCCRL (member of the *Institut des Réviseurs/Instituut der Bedrijfsrevisoren*), Woluwedal 18, 1932 Zaventem, Belgium have audited, and rendered unqualified audit reports on, the consolidated financial statements of UCB for the years ended 31 December 2017 and 31 December 2018.
- (13) The Dealers and their affiliates (including their respective parent companies, where applicable) have engaged in, and may in the future engage in, investment banking and other commercial dealings with, and may perform services for, the Issuer or its affiliates. They have received, or may in the future receive, customary fees and commissions for these transactions. In addition, in the ordinary course of their business activities, the Dealers and their affiliates (including their respective parent companies, where applicable) 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 its affiliates. Certain of the Dealers or their affiliates that have a lending relationship with the Issuer routinely hedge their credit exposure to the Issuer consistent with their customary risk management policies. Typically, such Dealers and their affiliates would hedge such exposure by entering into transactions which consist of either the purchase of credit default swaps or the creation of short positions in securities, including potentially the Notes issued under the Programme. Any such short positions could adversely affect future trading prices of Notes issued under the Programme. The Dealers and their affiliates (including their respective parent companies, where applicable) 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.

Issuer

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Belgium

Arranger

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United Kingdom

Dealers

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Banco Santander, S.A.

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SMBC Nikko Capital Markets Europe

GmbH

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Wells Fargo Securities International

Limited

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United Kingdom

Listing and Paying Agent

BNP Paribas Securities Services SCA, Brussels Branch

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Belgium

Auditor

PwC Réviseurs d'Entreprises SCCRL

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Legal Advisers to the Issuer

Jones Day

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Belgium

Legal Advisers to the Dealers

Allen & Overy LLP

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