

PROSPECTUS DATED 20 JANUARY 2023

EUROFINS SCIENTIFIC S.E.

(a société européenne established under the laws of Luxembourg with its registered office at 23, Val Fleuri, L-1526, Luxembourg, Grand Duchy of Luxembourg and registered with the Register of Commerce and Companies of Luxembourg under number B 167.775) (the "Issuer")

€ 600,000,000 Undated 5.5 Year Non-Call Deeply Subordinated Fixed to Floating Rate Bonds (the "Bonds") Issue Price: 99.498 %

The Bonds will bear interest on their principal amount (i) from (and including) 24 January 2023 (the "Issue Date"), to (but excluding) 24 July 2028 (the "First Reset Date"), at a fixed rate of 6.750 per cent. *per annum* payable annually in arrear on 24 July in each year commencing on 24 July 2023 (it being understood that there will be a short first coupon in respect of the Bonds), (ii) from (and including) the First Reset Date to but excluding 24 January 2033 (the "Step-Up Date") quarterly in arrear on 24 January, 24 April, 24 July and 24 October in each year (each, a "Floating Rate Interest Payment Date") commencing on the Floating Rate Interest Payment Date falling in 24 October 2028, at a rate *per annum* calculated on the basis of the sum of the European inter-bank offered rate ("EURIBOR") for three month deposits in Euro and a margin of 4.241 per cent. and (iii) from (and including) the Step-Up Date, quarterly in arrear on each Floating Rate Interest Payment Date commencing on the Floating Rate Interest Payment Date falling in 24 April 2033, at a rate *per annum* calculated on the basis of the sum of the EURIBOR for three month deposits in Euro and a margin of 5.241 per cent. as further described in "Terms and Conditions of the Bonds – Interest and Interest Deferral - Floating Rate of Interest".

Payment of interest on the Bonds may, at the option of the Issuer, be deferred, as set out in "Terms and Conditions of the Bonds – Interest and Interest Deferral".

The principal and interest (including any Outstanding Amounts and any interest accrued thereon) on the Bonds constitute direct, unconditional, unsecured and deeply subordinated obligations of the Issuer.

The Bonds are undated obligations of the Issuer and have no fixed maturity date. However, the Issuer will have the right to redeem the Bonds in whole, but not in part, during the First Call Period and on any Floating Rate Interest Payment Date thereafter, as defined and further described in "Terms and Conditions of the Bonds – Redemption and Purchase". The Bonds may also be redeemed, in whole, but not in part, at the initiative of the Issuer upon the occurrence of a Gross Up Event, a Tax Deductibility Event, an Accounting Event, a Substantial Repurchase Event, a Rating Methodology Event or a Change of Control Event, all as further described in "Terms and Conditions of the Bonds – Redemption and Purchase". The Issuer also has the option to redeem the Bonds, in whole but not in part, at any time, prior to the First Call Date at the Make-whole Redemption Amount, as further described in the "Terms and Conditions of the Bonds – Redemption and Purchase".

Unless required by law, payments of principal and interest on the Bonds will be made in Euro without deduction for or on account of taxes of the Grand Duchy of Luxembourg to the extent described in "Terms and Conditions of the Bonds – Taxation".

This prospectus (the "Prospectus") has been prepared according to Article 6(3) of Regulation (EU) 2017/1129, as amended (the "Prospectus Regulation") and has been approved on 20 January 2023 as a prospectus by the *Commission de Surveillance du Secteur Financier* (the "CSSF"), as competent authority under the Prospectus Regulation. The CSSF only approves this Prospectus as meeting the standards of completeness, comprehensibility and consistency imposed by the Prospectus Regulation. Approval by the CSSF should not be considered as an endorsement of the Issuer nor as an endorsement of the quality of the Bonds. Investors should make their own assessment as to the suitability of investing in the Bonds. The CSSF assumes no responsibility for the economic and financial soundness of the transactions contemplated by this Prospectus or the quality or solvency of the Issuer in accordance with Article 6 (4) of the Luxembourg act dated 16 July 2019 on prospectuses for securities. Application has been made for the Bonds to be admitted to listing on the official list of the Luxembourg Stock Exchange and trading on the Regulated Market of the Luxembourg Stock Exchange (both terms as defined below).

The Regulated Market of the Luxembourg Stock Exchange is a regulated market for the purposes of the Markets in Financial Instruments Directive 2014/65/EU, as amended ("**MiFID II**") (a "**Regulated Market**"). References in this document to the Luxembourg Stock Exchange (the "**Luxembourg Stock Exchange**") and all related references shall include its Regulated Market.

The Bonds have not been, and will not be, registered under the United States Securities Act of 1933, as amended (the "**Securities Act**") and are subject to United States tax law requirements. The Bonds are being offered outside the United States by the Joint Lead Managers (as defined in "**Subscription and Sale**") in accordance with Regulation S under the Securities Act ("**Regulation S**"), and may not be offered, sold or delivered within the United States or to, or for the account or benefit of, U.S. persons except pursuant to an exemption from, or in a transaction not subject to, the registration requirements of the Securities Act.

The Bonds will be in bearer form and in the denomination of Euro 100,000 each and integral multiples of Euro 1,000 in excess thereof. The Bonds may be held and transferred, and will be offered and sold, in the principal amount of Euro 100,000 and integral multiples of Euro 1,000 in excess thereof. The Bonds will initially be in the form of a temporary global Bond (the "**Temporary Global Bond**"), without interest coupons, which will be deposited on or around 24 January 2023 (the "**Closing Date**") with a common safekeeper for Euroclear Bank SA/NV ("**Euroclear**") whose registered address is 1, Boulevard du Roi Albert II, 1210, Brussels, Belgium and Clearstream Banking, S.A. ("**Clearstream, Luxembourg**" and, together with Euroclear, the "**ICSDs**") whose registered address is 42, Avenue J.F. Kennedy, L-1855 Luxembourg, Grand Duchy of Luxembourg. The Temporary Global Bond will be exchangeable, in whole or in part, for interests in the permanent global Bond (the "**Permanent Global Bond**"), without interest coupons, not earlier than forty (40) days after the Closing Date upon certification as to non-U.S. beneficial ownership. Interest payments in respect of the Bonds cannot be collected without such certification of non-U.S. beneficial ownership. The Permanent Global Bond will be exchangeable in certain limited circumstances in whole, but not in part, for Bonds in definitive form in the denomination of Euro 100,000 each and with interest coupons attached. See "*Overview of Provisions Relating to the Bonds in Global Form*".

The Issuer has been assigned a long-term issuer credit rating of Baa3 (positive outlook) by Moody's Deutschland GmbH, a division of Moody's Corporation ("**Moody's**") and an investment grade rating of BBB- (outlook stable) from Fitch Ratings Limited ("**Fitch**"). According to Fitch's rating system, the BBB rating indicates that expectations of default risk are currently low. The capacity for payment of financial commitments is considered adequate, but adverse business or economic conditions are more likely to impair this capacity. The modifier - denotes the relative status within the major rating category. According to Moody's rating system, the Baa rating indicates that the obligations are subject to moderate credit risk. They are considered medium-grade and as such may possess speculative characteristics. The numerical modifier 3 indicates a ranking in the lower end of Moody's relevant generic rating category. The Bonds are expected to be rated Ba2 by Moody's and BB by Fitch. As of the date of this Prospectus, Moody's is established in the EEA and registered under the Regulation (EC) No. 1060/2009 on credit ratings agencies, as amended (the "**CRA Regulation**") and is included in the list of credit rating agencies registered in accordance with the CRA Regulation published on the European Securities and Markets Authority's website (www.esma.europa.eu/supervision/credit-rating-agencies/risk). The Issuer rating issued by Moody's has been endorsed by Moody's Investors Services Limited in accordance with the CRA Regulation as it forms part of domestic law by virtue of the European Union (Withdrawal) Act 2018 ("**EUWA**") (the "**UK CRA Regulation**") and has not been withdrawn. As such, the Issuer rating issued by Moody's may be used for regulatory purposes in the United Kingdom in accordance with the UK CRA Regulation. Fitch is established in the United Kingdom and is registered in accordance with the UK CRA Regulation. Fitch is not established in the EEA and has not applied for registration under the CRA Regulation. The Issuer rating issued by Fitch has been endorsed by Fitch Ratings Ireland Limited in accordance with the CRA Regulation. Fitch Ratings Ireland Limited is established in the EEA and registered under the CRA Regulation and is included in the list of credit rating agencies registered in accordance with the CRA Regulation published on the European Securities and Markets Authority's website (www.esma.europa.eu/supervision/credit-rating-agencies/risk). A rating is not a recommendation to buy, sell or hold securities and may be subject to suspension, change or withdrawal at any time by the assigning rating agency.

This Prospectus shall be valid for admission to trading of the Bonds on a Regulated Market for 12 months after the approval by the CSSF, i.e. until 20 January 2024, provided that it is completed by any supplement, pursuant to Article 23 of the Prospectus Regulation, following the occurrence of a significant new factor, a material mistake or a material inaccuracy relating to the information included (including incorporated by reference) in this Prospectus which may affect the assessment of the Bonds. After such date, the Prospectus will expire and the obligation to supplement this Prospectus in the event of significant new factors, material mistakes or material inaccuracies will no longer apply.

Amounts payable on the Bonds will be calculated by reference to EURIBOR. As at the date of this Prospectus, the administrator of EURIBOR (European Money Markets Institute) is included in the European Securities and Markets Authority (ESMA)'s register of administrators under Article 36 of the Regulation (EU) No. 2016/1011 (the Benchmarks Regulation).

Prospective investors should ensure that they understand the nature of the Bonds and the extent of their exposure to risks and that they consider the suitability of the Bonds as an investment in the light of their own circumstances and financial condition. For a discussion of these risks see "Risk Factors" below.

Global Coordinators and Joint Lead Managers

BofA
Securities

HSBC

IMI – Intesa Sanpaolo

MUFG

Active Bookrunner and Joint Lead Manager

KBC Bank

IMPORTANT NOTICES

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

This Prospectus has been prepared for the purpose of giving information with regard to the Issuer and its Subsidiaries (as defined in the Terms and Conditions) (the "**Group**") and the Bonds which is necessary to enable investors to make an informed assessment of the assets and liabilities, financial position and profit and losses of the Issuer and the Group and the rights attaching to the Bonds.

This Prospectus is to be read in conjunction with all the documents which are incorporated herein by reference. Other than in relation to the documents which are deemed to be incorporated by reference, the information on the websites to which this Prospectus refers does not form part of this Prospectus and has not been scrutinised or approved by the CSSF. The Issuer has confirmed to the joint lead managers named under "Subscription and Sale" below (the "**Joint Lead Managers**") that this Prospectus and the documents incorporated by reference herein contain all information regarding the Issuer, the Group and the Bonds which is (in the context of the issue of the Bonds) material; such information is true and accurate in all material respects and is not misleading in any material respect; any opinions, predictions or intentions expressed in this Prospectus on the part of the Issuer are honestly held or made and are not misleading in any material respect; this Prospectus does not omit to state any material fact necessary to make such information, opinions, predictions or intentions (in such context) not misleading in any material respect; and all proper enquiries have been made to ascertain and to verify the foregoing.

The Issuer has not authorised the making or provision of any representation or information regarding the Issuer, the Group or the Bonds other than as contained in this Prospectus or as approved for such purpose by the Issuer. Any such representation or information should not be relied upon as having been authorised by the Issuer or the Joint Lead Managers.

The Joint Lead Managers have not separately verified the information contained or incorporated by reference in this Prospectus.

Neither the Joint Lead Managers nor any of their respective affiliates have authorised the whole or any part of this Prospectus and none of them makes any representation or warranty or accepts any responsibility as to the accuracy or completeness of the information contained or incorporated by reference in this Prospectus. Neither the delivery of this Prospectus nor the offering, sale or delivery of any Bond shall in any circumstances create any implication that there has been no adverse change, or any event reasonably likely to involve any adverse change, in the condition (financial or otherwise) of the Issuer or the Group since the date of this Prospectus. Neither this Prospectus nor any other financial statements are intended to provide the basis of any credit or other evaluation and should not be considered as a recommendation by any of the Issuer and the Joint Lead Managers that any recipient of this Prospectus or of any other financial statements should purchase the Bonds. Each potential purchaser of Bonds should determine for itself the relevance of the information contained in this Prospectus and its purchase of Bonds should be based upon such investigation as it deems necessary. None of the Joint Lead Managers undertakes to review the financial condition or affairs of the Issuer or the Group during the life of the arrangements contemplated by this Prospectus nor to advise any investor or potential investor in the Bonds of any information coming to the attention of any of the Joint Lead Managers.

This Prospectus does not constitute an offer of, or an invitation to subscribe for or purchase, any Bonds and should not be considered as a recommendation by the Issuer, the Joint Lead Managers or any of them that any recipient of the Prospectus should subscribe for or purchase the Bonds. Each recipient of this Prospectus shall be deemed to have made its own investigation and appraisal of the condition (financial or otherwise) of the Issuer.

The distribution of this Prospectus and the offering, sale and delivery of Bonds in certain jurisdictions may be restricted by law. Persons into whose possession this Prospectus comes are required by the Issuer and the Joint Lead Managers to inform themselves about and to observe any such restrictions. For a description of certain restrictions on offers, sales and deliveries of Bonds and on distribution of this Prospectus and other offering material relating to the Bonds, see "*Subscription and Sale*".

In particular, the Bonds have not been and will not be registered under the Securities Act and are subject to United States tax law requirements. Subject to certain exceptions, Bonds may not be offered, sold or delivered within the United States or to U.S. persons.

In this Prospectus, unless otherwise specified, references to a "**Member State**" are references to a Member State of the European Economic Area, references to "**Euro**" or "**euro**" are to the currency introduced at the start of the third stage of European economic and monetary union, and as defined in Article 2 of Council Regulation (EC) No 974/98 of 3 May 1998 on the introduction of the euro, as amended.

All or some of the Joint Lead Managers and their affiliates have engaged, and may in the future engage, in investment banking and/or commercial banking transactions with, and may perform services for the Issuer and its affiliates in the ordinary course of business. All or some of the Joint Lead Managers and their affiliates may have positions, deal or make markets in the Bonds, related derivatives and reference obligations, including (but not limited to) entering into hedging strategies with the Issuer and its affiliates, investor clients, or as principal in order to manage their exposure, their general market risk, or other trading activities.

In addition, in the ordinary course of their business activities, the Joint Lead Managers and their affiliates may make or hold a broad array of investments and actively trade debt and 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 the Issuer's affiliates. All or some of the Joint Lead Managers 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 Joint Lead Managers 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 Bonds. Any such positions could adversely affect liquidity and future trading prices of the Bonds. The Joint Lead Managers and their affiliates may also make investment recommendations and/or publish or express independent research views in respect of such securities or financial instruments and may hold, or recommend to clients that they acquire, long and/or short positions in such securities and instruments.

In connection with the issue of the Bonds, BofA Securities Europe SA (the "Stabilising Manager") (or persons acting on behalf of the Stabilising Manager) may over allot Bonds or effect transactions with a view to supporting the price of the Bonds at a level higher than that which might otherwise prevail ("stabilising action"). However, stabilisation may not necessarily occur. Any stabilisation action may begin on or after the date on which adequate public disclosure of the terms of the offer of the Bonds is made and, if begun, may cease at any time, but it must end no later than the earlier of thirty (30) days after the issue date of the Bonds and sixty (60) days after the date of the allotment of the Bonds. Any stabilisation action or over-allotment must be conducted by the Stabilising Manager (or persons acting on behalf of the Stabilising Manager) in accordance with all applicable laws and rules.

PRIIPS REGULATION / PROHIBITION OF SALES TO EEA RETAIL INVESTORS – The Bonds 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 (EU) 2016/97/ (the "Insurance Mediation Directive"), where that customer would not qualify as a professional client as defined in point (10) of Article 4(1) of MiFID II. Consequently, no key information document required by Regulation (EU) No 1286/2014, as amended (the "PRIIPS Regulation") for offering or selling the Bonds or otherwise making them available to retail investors in the EEA has been prepared and therefore offering or selling the Bonds or otherwise making them available to any retail investor in the EEA may be unlawful under the PRIIPS Regulation.

UK PRIIPS REGULATION / PROHIBITION OF SALE TO UK RETAIL INVESTORS – The Bonds are not intended to be offered, sold or otherwise made available to and should not be offered, sold or otherwise made available to any retail investor in the United Kingdom ("UK"). For these purposes, a retail investor means a person who is one (or more) of: (i) a retail client, as defined in point (8) of Article 2 of Regulation (EU) No 2017/565 as it forms part of domestic law by virtue of the EUWA; or (ii) a customer within the meaning of the provisions of the Financial Services and Markets Act 2000 ("FSMA") and any rules or regulations made under the FSMA to implement the Insurance Distribution Directive, where that customer would not qualify as a

professional client, as defined in point (8) of Article 2(1) of Regulation (EU) No 600/2014 as it forms part of domestic law by virtue of the EUWA. Consequently no key information document required by the PRIIPs Regulation as it forms part of domestic law by virtue of the EUWA (the “UK PRIIPs Regulation”) for offering or selling the Bonds or otherwise making them available to retail investors in the UK has been prepared and therefore offering or selling the Bonds or otherwise making them available to any retail investor in the UK may be unlawful under the UK PRIIPs Regulation.

MIFID II PRODUCT GOVERNANCE / PROFESSIONAL INVESTORS AND ECPs ONLY TARGET MARKET – Solely for the purposes of each manufacturer's product approval process, the target market assessment in respect of the Bonds, taking into account the five categories referred to in item 18 of the Guidelines on MiFID II product governance requirements published by ESMA dated 5 February 2018, has led to the conclusion that: (i) the target market for the Bonds is eligible counterparties and professional clients only, each as defined in MiFID II; and (ii) all channels for distribution of the Bonds to eligible counterparties and professional clients are appropriate. Any person subsequently offering, selling or recommending the Bonds (a "Distributor") should take into consideration the manufacturers' target market assessment; however, a Distributor subject to MiFID II is responsible for undertaking its own target market assessment in respect of the Bonds (by either adopting or refining the manufacturers' target market assessment) and determining appropriate distribution channels.

TAXATION

Prospective purchasers and sellers of the Bonds 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 jurisdiction where the Bonds are transferred or other jurisdictions. In some jurisdictions, no official statements of the tax authorities or court decisions may be available for innovative financial instruments such as the Bonds. Potential investors are advised to ask for their own tax adviser's advice on their individual taxation with respect to the acquisition, holding, disposal and redemption of the Bonds. Only these advisors are in a position to duly consider the specific situation of the potential investor.

The Bonds may not be a suitable investment for all investors

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

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

The Bonds are complex financial instruments. Sophisticated institutional investors generally purchase complex financial instruments as part of a wider financial structure rather than as stand-alone investments. They purchase complex financial instruments as a way to reduce risk or enhance yield with an understood, measured, appropriate addition of risk to their overall portfolios. A potential investor should not invest in the Bonds unless it has the expertise (either alone or with a financial adviser) to evaluate how the Bonds will perform under changing conditions, the resulting effects on the value of the Bonds and the impact this investment will have on the potential investor's overall investment portfolio.

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RISK FACTORS

The following is a description of risk factors which are material in respect of the Bonds and the financial situation of the Issuer and which may affect the Issuer's ability to fulfil its obligations under the Bonds and which prospective investors should consider carefully before deciding to purchase the Bonds. The sequence in which the following risk factors are listed is not an indication of their likelihood to occur or of the extent of their commercial consequences. Prospective investors should read and consider all of the information provided in this Prospectus or incorporated by reference in this Prospectus and should carefully consider all risk factors and evaluate (either alone or with the help of a financial advisor) possible scenarios for economic, interest rate and other factors that may affect an investment in the Bonds and an investor's ability to bear the loss of all or a portion of an investor's investment. Terms defined in "Terms and Conditions of the Bonds" below shall have the same meaning where used below.

Risks Relating to the Issuer

In each category below the Issuer sets out first the most material risks, in its assessment, taking into account the expected magnitude of the negative impact of such risks on the Issuer and the probability of their occurrence.

The Issuer's management considers the following list to be as comprehensive as can reasonably be expected and does not consider there to be any significant risks other than those outlined herein, given the current operating environment and without prejudice to any new or highly unusual and unexpected events taking place.

Nevertheless, the Issuer's operations may be subject to such unusual or unexpected events which may have a significant negative impact on its business activities, net worth, financial position and operating results. Due to the unforeseen nature of such events, it is difficult to mitigate their impact or predict their nature or extent of their damage.

1. Market risks

A continuing weak global economic growth, the COVID-19 pandemic and Russia's invasion of Ukraine may negatively impact Eurofins

Eurofins operates mainly in the food, pharmaceutical, environmental and clinical testing markets, which are relatively less cyclical and less exposed to the full impact of economic downturns than many other sectors.

Nevertheless, the global markets are currently facing a higher level of uncertainty brought (i) by the conflict in Ukraine and (ii) by the economic impact of lockdown and other restriction measures taken in many countries since the beginning of 2020 in relation to the COVID-19 crisis, which may continue to hit many business sectors should the pandemic further develop in the next months. A potential economic crisis impacting the global economy may follow these developments.

The global COVID-19 pandemic, together with the resulting restrictions on international commodity shipments and/or imposition of quarantines could adversely impact the Group's business, operations and financial condition, by, for instance, affecting the supply chain of the Group's clients. This impact will depend on future developments as well as the duration, extent and severity of the pandemic, which are highly uncertain and cannot be predicted. Eurofins' laboratories regularly update their business continuity plans to attempt to mitigate potential supply chain risks, including interferences of the COVID-19 pandemic to operations. There can be no assurance that any precautionary activities against infectious disease such as SARS-CoV-2 would be effective.

Likewise, international conflicts, such as Russia's invasion of Ukraine, impose a certain risk to Eurofins' business. The military actions between Russia and Ukraine, the economic sanctions and export controls imposed on Russia and certain Russian companies and individuals as well as countermeasures taken by the Russian government and other countries, have increased uncertainty and volatility in the global financial markets. Furthermore, such sanctions, measures and countermeasures are expected to increase energy prices, negatively impact global supply chains and adversely affect the global economy. The impact of Russia's invasion of Ukraine on the Group's global revenues is however limited given that revenues generated from Russia and Ukraine by the Group were under EUR 3 million in 2021.

If this were to be the case then the impact on Eurofins' net worth, financial position and operating results could be severe.

Many of Eurofins' activities are highly regulated

Many of the services which Eurofins provides, and the conduct of such services, are subject to, or influenced by, laws and regulations that impose strict rules on the Group's business or the businesses of the Group's customers.

Eurofins has identified the main following regulatory risks arising from its activities:

- Regulatory supervision which extends not only to the analytical process, but also to fee structures and/or schedules (reductions of reimbursement, changes in policy regarding coverage of tests, requirements for payment);

This is particularly relevant in the clinical diagnostics market (especially in the United States at both the federal and state levels and in France), where third-party payers, such as government/healthcare agencies and insurers have increased their efforts to control the cost, utilization and delivery of health care services.

Reductions of reimbursement from these third-party payers, changes in policy regarding coverage of tests or other requirements for payment, may have a material adverse impact on Eurofins' financial position.

- Requirement to obtain and hold permits, licenses and other regulatory approvals from, and to comply with operating and security standards of numerous governmental bodies.

Failure to maintain or renew necessary permits, licenses or approvals, or to comply with required standards, could have an adverse effect on Eurofins' results of operations and financial condition.

Group customers may require evidence of various professional licensing and accreditation as part of their selection of a provider of bioanalytical services and various governmental and regulatory authorities may mandate certain accreditations and professional licensing in connection with the performance of various services.

A material delay in obtaining, the failure to obtain, or the withdrawal or revocation of material licenses, approvals, or other authorizations could have a material adverse effect on individual operations within the Group or, more broadly, could have a negative effect on the Group's overall operations.

- Future government policies which may adversely affect the supply of, demand for, and/or prices of Group's services and also restrict Eurofins' ability to do business in its existing and target markets.

From time to time efforts are made to limit or prohibit the disclosure of information related to the various bioanalytical testing services offered, or that may be offered, by Eurofins may reduce the demand for Eurofins' services. For example, in the United States, various groups oppose mandatory and/or voluntary labelling of genetically modified (GMO) food products. Likewise, Eurofins' toxicology testing businesses, which currently constitute a very small part of the Group's overall business, could be negatively affected by a ban on or limitations to this type of testing in specific jurisdictions or by other successful actions taken by groups opposed to such testing. Although Eurofins deems it to be unlikely, a material relaxation of certain regulations or a prohibition on certain types of disclosure could have a negative impact on the demand for, or growth of, some of Eurofins services. Changes in regulations that, for example, streamline procedures or relax approval standards with respect to pharmaceutical or agrochemical products could reduce the need for Eurofins' pharmaceutical or AgroSciences services.

- Frequently changing healthcare and environmental laws and regulations which are vague or indefinite and have not always been fully or partly interpreted by courts:

Laws and regulations applicable to Eurofins' activity may be interpreted or applied by a prosecutorial, regulatory or judicial authority in a manner that could require Eurofins to make changes in its operations, including pricing and/or billing practices which may impact Eurofins reputation, important business relationships with third parties and adversely affect the Group's revenues, businesses and operating results.

Customer risk

The clients of Eurofins vary in size and location. They range from large global companies (e.g. global food & beverages producers or retailers for the food & feed testing activities; global pharmaceutical companies for the BioPharma testing activities; consulting and sampling companies for the environmental testing activities) to small, independent companies. In 2021, Eurofins' biggest customer represented less than 2% of the consolidated revenues and the top 10 customers of the Group represent altogether less than 10% of the Group's consolidated revenues.

The majority of customers' contracts can be terminated upon short notice and the loss, reduction in scope or delay of a large contract or the loss or delay of multiple contracts could adversely affect Eurofins' business.

Severe or long-lasting adverse changes in the global economy, including as a direct result of the global COVID-19

pandemic, could have an adverse effect on Eurofins' customers and, in turn, increase the Group's credit risk or decrease the demand for its services.

Contractor and supplier risks

Successful delivery of Eurofins' services to its customers is dependent on complex technologies utilizing equipment and materials from multiple suppliers. Failure to deliver services may lead to a reduction in Eurofins' expected revenue and could impact the Issuer's credibility among both existing and potential customers.

Eurofins subcontracts to individual laboratories on an ad hoc basis for specific technical know-how or services to address production capacity demands / limitations or for other reasons related to specific applications or services. The main suppliers to the business are in the following main categories: laboratory equipment, laboratory consumables (these first two often overlap), information technology (IT), and logistics.

The Group seeks to minimize its subcontractor, vendor, and supplier risk through a professional sourcing and contracting process and in-house production capacity for some critical items. Despite these initiatives, plans, and procedures, such measures may not be adequate to prevent the business disruption, in every instance, of major price increases, by or Eurofins' dependency on, certain suppliers, and Eurofins is subject to various risks and potential liability in the case of errors by its subcontractors.

Expansion and acquisition risks

Part of Eurofins' business strategy is to acquire companies, new laboratories, and technologies in order to obtain access to complementary technologies and to expand the Group's market position in Europe, North America, Asia and other parts of the world. Eurofins' business has experienced substantial expansion in the past and such expansion, and any future expansion could strain Group's operational, human and financial resources if not properly managed.

Eurofins has identified the main following expansion and acquisition risks arising from its activities:

- Possibility that the companies acquired by Eurofins do not develop as planned and may ultimately fail;
- Inability for Eurofins to successfully execute its acquisition strategies due, for instance, to increased purchase prices or lack of attractive targets according to Eurofins' selection criteria; and
- Difficulties in successfully integrating acquired businesses.

All these risks could adversely impact Eurofins' business, results of operations and financial condition through major financial losses, drag on operating margins and the need for substantial write offs.

Competition

The bioanalytics industry is highly competitive and highly fragmented, with numerous smaller specialized companies and a handful of full-service companies with global capabilities similar to Eurofins. Eurofins often competes for business not only with other independent bioanalytics companies, but also with the internal analytics departments of some of its customers or of governments. As a result of competitive pressures, the testing industry has experienced consolidation in recent years and it is expected that such trend towards consolidation will continue.

Eurofins has identified the main following competition risks arising from its activities:

- Increasing competition from financially powerful market participants, such as food or water companies or other large corporations;
- Greater business experience, greater financial resources or marketing capacities compared to Eurofins
- Greater market recognition in their market segment and a larger customer base compared to Eurofins;
- Fewer opportunities to purchase companies that are for sale;
- Higher acquisition purchase prices.

There is no certainty that Eurofins will have the necessary resources in order to successfully deal with changes in the market, the consolidation process or the entry of new competitors into its markets. If Eurofins does not compete successfully, especially with respect to the competitive advantage of outsourcing analytics requirements, Eurofins'

business, operating results and financial condition would suffer.

Pressures on costs and prices may negatively impact profit margins

As a result of competition and improvement of testing technologies, test prices do and can fall, especially for the most common and standard tests. It is impossible to rule out further significant price reductions in the market for food, pharmaceutical, clinical and environmental analysis or other Eurofins' markets. At the same time, due to factors such as inflation, Eurofins' costs could grow due to increased expenses for personnel, materials and other supplies/resources and so, there can be no certainty that Eurofins' profit margins may not significantly decrease in the future.

Sustained erosion of its margins would have adverse effects on Eurofins' net worth, financial position and operating results.

2. Operational risks

Reputational risk and damages to brand

Reputational risk refers to the potential for damage to the Group's reputation and/or Eurofins brand as a consequence of errors, fraud or omissions by Eurofins' employees in relation to Eurofins' testing activities, analyses, results or disclosure on any activity or position by a company of the Group or one of its leaders or staff members that contradicts applicable laws or the position of important opinion groups.

This could result in material legal claims, loss of existing or new business and adverse effects on Eurofins' net worth, financial position and operating results.

Partial or total destruction of the testing databases

Eurofins maintains databases containing information on almost all of its available tests, in addition to data such as isotopic, genetic, chemical and other analytical fingerprints on products capable of analysis by Eurofins, and which represent an integral part of its technological advance.

To limit the risk of a partial or total destruction, the main databases are generally kept in clusters of high availability datacentres interconnected via high-speed communication lines or, increasingly, in the cloud. To further ensure availability, Eurofins and its subsidiaries systematically apply off-site back-ups of the databases.

However, if the databases were to be corrupted, damaged, or destroyed, it may have adverse effects on Eurofins' net worth, financial position and operating results.

Environmental risks

Eurofins' business uses biological and hazardous materials which could injure people or violate laws. Any contamination, law violation or injury could damage Eurofins' image and reputation, which is critical to obtaining new business and, or, result in liability that could adversely impact Eurofins' business.

The occurrence of one or more of these risks may have material adverse effects on the financial position and results of operations of Eurofins.

Professional liability cases and litigation could have an adverse impact on Eurofins

As a general matter, providers of bioanalytical services may be subject to lawsuits alleging negligence, errors and omissions, fraud or other similar legal claims. These lawsuits could involve claims for substantial damages. For example, Eurofins' business contains the potential risk of substantial liability for damages in the event of analytical errors or frauds by its staff where Eurofins and its subsidiaries not only verify the authenticity of the products analysed, but also look to detect dangerous components (pathogens, prions, pesticides, asbestos, mycotoxins, dioxins, toxic substances, etc.). Since these results may be relied upon and used in the marketing activities or regulatory filings of Eurofins' clients, such negligence, errors or omissions in the (reporting of the results of the) analyses could potentially lead to Eurofins' clients being forced to organise a product recall or suffering other financial losses. Potential errors could even have a wider impact on consumers' health or property. In the event that Eurofins would be found responsible for these damages, its liability could be very wide. Errors or omissions in the analyses performed by Eurofins' clinical diagnostics division could also potentially impact patients' health.

To the Group's knowledge, such errors and omissions or acts of fraud by employees or leaders have already occurred in the past, for example in the detection of heavy metals and other hazardous contaminants in soil or water samples or in ecotoxicology testing in some of its U.S. laboratories, or may occur from time to time in some of its laboratories despite

quality assurance and other precautionary measures implemented throughout its organisation. The service contracts entered into by Eurofins for the analysis of samples and products generally provide that Eurofins' liability for damages is limited to circumstances directly arising from the samples or products that have been examined by Eurofins. However, any professional liability litigation could also have an adverse impact on Eurofins' client base and reputation.

Insurance coverage may be insufficient

As part of Eurofins' risk management policy, various global and centralised insurance policies have been rolled out, covering different types of risks, such as damage to Eurofins' assets and associated financial losses, liabilities as well as other insurance policies required for its activities. For confidentiality reasons, insurers and insured limits cannot be disclosed.

Insured limits are being reviewed by Eurofins and its insurance brokers on a regular basis (taking into account the insurance market evolution, historical claims within Eurofins' industry practice as well as Eurofins' growth and exposure to potential claims) and where needed, amended. Although Eurofins believes that the present reserves if any, for product and professional liability claims are sufficient to cover currently estimated exposures, it is possible that the Group or individual subsidiaries may incur liabilities in excess of these recorded reserves where they exist.

Claims in excess of recorded reserves if any and/or applicable insurance coverage could have adverse effects on Eurofins' net worth, financial position, operating results (principally costs of services) and cash flows in the period that reserve estimates are adjusted or paid. In addition, successful major claims could also have a negative impact on Eurofins' image and reputation.

3. Financial risks

Liquidity risk

Eurofins has entered into several bilateral credit facility agreements and a NEU-CP programme. Nevertheless, should the NEU-CP market close or contract or should the Group fail to renew those bilateral credit facility agreements at their maturity date, the Group would have to rely only on its capacity to generate cash-flows from operations.

The Group's ability to generate sufficient cash flows from operations to make scheduled payments on its debt obligations will depend on its future financial performance, which will be affected by a range of economic, competitive, regulatory, legislative and business factors, many of which are outside of Eurofins control. If Eurofins is unable to meet debt service obligations or comply with covenants, a default under debt agreements would occur, which, depending on the debt instrument, could have a severe impact on the Group's financial position. For instance, a failure to repay one of its outstanding Bonds when it becomes due would have a severe impact on Eurofins' financial position.

Future capital requirements risk

Eurofins' strategic growth, particularly the acquisition of new laboratories and technologies in order to obtain access to complementary technologies and to expand Eurofins' market position in different continents, requires the extensive use of resources. Eurofins believes that it has sufficient internal or available funds for its current needs. It cannot be ruled out, however, that Eurofins may determine that it is necessary or desirable to seek additional funds through public or private financing, including external and equity capital financing or other agreements.

In light of the current economic uncertainty, and the volatility in the capital markets, it is possible that adequate funds may not be available at all, at the proper time, or under acceptable conditions, either through procurement via the capital markets or other means. If additional financing is limited or unavailable, Eurofins could be forced to limit the planned expansion of its business activities.

Credit Rating Risk

Eurofins secured an investment grade rating (Baa3, positive outlook) from Moody's and an investment grade rating (BBB-, outlook stable) from Fitch in June 2022. The Bonds are expected to be rated Ba2 by Moody's and BB by Fitch. These ratings are based on Moody's and Fitch respective methodology, including notably financial metrics: Eurofins' future financial performances may therefore impact its credit ratings. Any downgrade of such credit ratings could negatively impact Eurofins' ability to access debt capital markets or deteriorate its costs of funding.

The ratings do not reflect the potential impact of all risks related to structure, market and other factors that may affect the value of the Bonds. A credit rating is not a recommendation to buy, sell or hold securities and may be revised or withdrawn by the rating agency at any time. The rating reflects the possibility of default of the Issuer of the Bonds as

judged by the credit rating agencies.

Interest rate risk

Eurofins' exposure to the risk of changes in market interest rates relates to variable interest rate indebtedness and hedging activities, for example the discontinuation of the London Interbank Offered Rate (LIBOR). To mitigate the Group's exposure to interest rates changes, Eurofins has, in the past, entered into several hedging contracts (and in the future might enter into additional hedging contracts) in order to limit the potential impact of adverse changes in interest rates.

The increase in interest rates and those hedging contracts may have negative consequences on Eurofins' income statement (financial result) and balance sheet (derivative accounting on hedging instruments) which could have an adverse effect on the Group's net worth, financial position and operating results.

Foreign currency risk

Eurofins' reported financial performance can be impacted by changes in foreign currencies (both transaction and translation related). To mitigate the Group's exposure to currency fluctuations, Eurofins might enter into several hedging contracts in order to limit the potential impact of adverse changes in foreign currency fluctuations. However, there are no guarantees that such contracts would be sufficient to fully protect the Group in the event of large volatility in one or more foreign currencies. Also hedging contracts entered into may have negative consequences on its income statement and balance sheet (derivative accounting on hedging instruments) which could have a material adverse effect on the Group's net worth, financial position and operating results.

Revenues and results variability

Revenues and results depend on many factors and may not reach the level expected by the Group or by analysts or previous revenue levels. Eurofins' revenues vary from one quarter to another because of the seasonality of its activities (with a traditionally low cycle at the beginning of the year) and it is expected that these fluctuations shall continue. Eurofins' revenues may also vary from one accounting year to another. Fluctuations in Eurofins' revenues can have a strong impact on various factors within the business.

These factors include the continued acceptance of the existing services offered by the Group, the acceptance of future services offered by the Group, changes in the prices of services, changes in terms of staff and employees, increasing competition, economic and market conditions, the financial health of or consolidation between Eurofins' customers, legal changes that could have an impact on Eurofins' activities, and other economic factors. Fluctuations in Eurofins' revenues and results may have an additional significant impact on the level and volatility of Eurofins' bonds and stock price.

4. Technological risks

Rapid technological change risks

The Group's future success depends on its ability to keep pace with rapid technological changes that could make its services and products less competitive or obsolete. The bioanalytics industry generally and, more specifically, biologic, genomics, and medical testing are subject to increasingly rapid technological changes. Eurofins' competitors or others might develop technologies, services or products that are more effective or commercially attractive than Eurofins' current or future technologies, services or products, or that renders Eurofins' technologies, services or products less competitive or obsolete. If competitors introduce superior technologies, services or products and Eurofins cannot make enhancements to its own, Eurofins' competitive position and, in turn, its business, revenues, and financial condition, would be materially and adversely affected.

Patents and patent litigation

Eurofins' bioanalytics testing business is dependent, in part, on its ability to obtain patents in various jurisdictions, on its current and future technologies and services, to protect its know-how and trade secrets and to operate without infringing on the proprietary rights of others.

No guarantee can be given that the research conducted by Eurofins and its patent attorneys has actually uncovered all relevant patents/patent applications. Likewise, it is possible for competitors to develop technology processes that Eurofins would like to use, but with respect to which Eurofins cannot obtain a license nor have the rights thereto invalidated.

As industrial property rights allow patent infringement litigation to be initiated to obtain injunctive relief and compensatory damages, the expense involved in any patent litigation can be significant. The Group's business activities, net worth, financial position and operating results may be adversely affected by such litigation with third parties.

Licenses and research contracts

Eurofins' business involves entering into license, collaboration and other agreements with third parties relating to the development of the technologies and products both as licensor and licensee. Eurofins' license agreements are generally for a fixed term and, prior to the expiry of such term, may be terminated in certain circumstances, some of which may be beyond the control of Eurofins.

There is no certainty that license agreements that expire or are terminated will be renewed or replaced which could have an adverse effect on Eurofins' business, financial condition, operating results and prospects.

Information security risks

IT systems are used extensively in virtually all aspects of Eurofins' business, including clinical testing, test reporting, billing, customer service, logistics, and management of data.

Eurofins has identified the main following Information Security risks arising from its activities:

- Physical damage or unavailability, malicious attempts to gain access to valuable data such as intellectual property or confidential data regarding Eurofins' clients, to prevent legitimate access to such data or alter its integrity, cyberattacks, IT failures or excessive slowness;
- Disruptions to and/or a shutdown of Eurofins' IT systems due to telecommunications or network failures, human acts, outbreak of war and natural disasters (fire, floods, hurricanes, power loss).

These risks may lead to the following impacts: disruption of operations, disruption of internal systems, business applications, loss of confidential information, loss of customers, loss of business opportunities, impairment of Eurofins' ability to provide services to its customers, compromise of intellectual property, interruptions in the flow of data to servers and from Eurofins' servers to customers' servers, interruptions in service and delays in ability to deliver products and services to customers.

All of these may have an impact on Eurofins' reputation, business relationships with third parties and adversely affect the Group's activities, net worth, financial position and operating results.

Risk of confidentiality breaches

Eurofins has confidentiality agreements with numerous customers in place to not disclose the results of analyses or other confidential information. If Eurofins were to fail to comply with these agreements or laws concerning patient data privacy, Eurofins could suffer financial penalties.

While the Group has put in place measures to try to mitigate that risk, it is impossible to categorically rule out detrimental risk to Eurofins from the disclosure of confidential information to outside parties. Unauthorized access to Eurofins' proprietary information or to clients' or patients' data in the Group's computers or online tools could cause significant damage.

Data protection risk

Failure to implement the requirements of data protection regulation in various jurisdictions, in particular the EU General Data Protection Regulation (GDPR) and the new California Consumer Privacy Act (CCPA), in the Group could result in damage claims from affected individuals and massive fines from supervisory authorities. Breaches of GDPR can at worst result in the imposition of a fine of up to 4% of Eurofins' total worldwide annual turnover from the preceding financial year. Despite the high priority Eurofins is giving to data privacy compliance, there is a risk that not all legal requirements have been implemented in all companies of the Group.

Material administrative fines and damage claims for affected individuals would have adverse effects on Eurofins' financial position and results, as well as on its reputation.

Research & Development projects

Investment in R&D by its very nature presents a risk. The potential products and services to which Eurofins devotes

R&D resources might never be successfully developed or commercialized by the Group for numerous reasons, including among other things:

- inability to develop products or services that address customers' needs;
- inability to bring the products or services to market in a cost-effective or competitive manner;
- inability to obtain regulatory approvals in a timely manner or at all;
- competing products or services with superior performance.

Incurring material R&D expenses for potential products or services that are not successfully developed and/or commercialised could have a material adverse effect on business, financial condition and prospects, especially in light of the fact that returns on investment may only be realized over an extended period of time or not at all.

5. Other risks

Risk of loss of key employees

Eurofins has a number of key employees with highly specialised skills or leadership talent and extensive experience in their fields. If one or more of these key employees were to leave, Eurofins may have difficulty replacing them. Eurofins attempts to mitigate the risk of losing key employees by retention programmes, succession planning and long-term incentive plans.

Eurofins may be unable to retain key employees or attract new highly qualified employees which could have a negative impact on Eurofins' business, financial situation or results of operations.

Tax risks

Taking into account the current general tax environment, unforeseen tax claims and associated tax liabilities may never completely be excluded, in particular if the tax authorities' interpretation of the facts or laws should differ from that of Eurofins and its advisors' assessment.

In addition to that, recent changes in the tax legislations of the main Eurofins regions are having (or may in the future have) adverse effects on Eurofins' cash flow, potentially leading to adverse effects on its net worth, financial position and results.

We refer for indicative purposes to the impact of the BEAT tax in the US (based on which outbound payments such as royalties, the mark-up portion of service fees or the deductible portion of interest expenses are added-back to an additional taxable basis for corporate tax purposes), and/or to the interest deduction limitations recently strengthened across the EU countries under the hat of the EU institutions Directives (e.g. general EBITDA 30% limitation), as well as the US government itself (EBITDA 30% limitation already applicable and becoming a 30% EBIT limitation as from 2022). There is a possibility that the BEAT tax may be abolished by the Biden administration if it is successful in increasing the rate of corporate income tax from 1 January 2024.

Risks of litigation

Disputes in relation to Eurofins' business arise from time to time and can result in legal or arbitration proceedings. Currently there are a few claims which have been threatened or asserted in pending litigation or arbitration proceedings concerning Eurofins and/or its subsidiaries and affiliates in the ordinary course of business or as a result of acquisitions. The outcome of these proceedings cannot be predicted. A negative outcome in a substantial litigation or arbitration case could have a material impact on Eurofins' business and financial position.

Ongoing litigation or potential new litigation that could cause significant financial or reputational damages for Eurofins continue or may arise in the context of the detection of biological contaminants in dairy products in Europe.

Fraud/Ethical risks

Eurofins has implemented various systems of quality assurance in the largest part of its laboratories that are designed to ensure consistent procedures and traceability of results. Compliance with these systems and procedures is regularly checked by internal and external audits and controls. To further strengthen professional conduct within Eurofins, all employees and leaders have to commit themselves to professional and ethical behaviour as outlined in the Group's Code of Ethics and a whistleblowing point of contact has been created to handle concerns and queries both internally from

Eurofins staff, and externally from third parties. The Code in particular prohibits any sort of corruption and fraud.

However, the possibility of employee fraud or corruption cannot be entirely ruled out. These could have a very damaging impact on Eurofins business and reputation.

Risks Relating to the Bonds

1. Risks related to subordination

The Bonds are lowest ranking subordinated obligations of the Issuer

The Issuer's obligations under the Bonds are direct, unconditional, unsecured and deeply subordinated obligations (*engagements subordonnés de dernier rang*) of the Issuer and rank and will rank *pari passu* among themselves, with the Existing Deeply Subordinated Bonds and *pari passu* with all other present and future instruments issued, entered into or guaranteed by the Issuer which rank (a) junior to *titres participatifs* or any equivalent (to the extent existing) under Luxembourg law issued by, and *prêts participatifs* or any equivalent (to the extent existing) under Luxembourg law granted to, the Issuer, to Ordinary Subordinated Obligations and to Unsubordinated Obligations of, or issued by, the Issuer and (b) in priority to any classes of Share Capital Securities issued by the Issuer. If any judgment is issued by any competent court for the judicial liquidation (*liquidation judiciaire*) of the Issuer or, in the event of the voluntary dissolution of the Issuer or, if the Issuer has been liquidated for any other reason, the rights of the Bondholders will be calculated on the basis of the principal amount of the Bonds together with accrued interest on such principal amount, Outstanding Amounts and accrued interest on such Outstanding Amounts and to the extent that all other creditors of the Issuer (including Unsubordinated Creditors of the Issuer, Ordinary Subordinated Creditors of the Issuer, lenders in relation to *prêts participatifs* or any equivalent (to the extent existing) under Luxembourg law granted to the Issuer and holders of *titres participatifs* or any equivalent (to the extent existing) under Luxembourg law issued by the Issuer) ranking in priority to the Bondholders have been or will be fully reimbursed, as ascertained by the receiver (*curateur*) or the liquidator (*liquidateur*). Thus, the Bondholders face a higher performance risk than holders of unsubordinated and ordinary subordinated obligations of the Issuer.

The ranking of the Bondholders in insolvency pursuant to the insolvency laws of Luxembourg may not be as favourable to Bondholders as laws of another jurisdiction with which holders are familiar

[In the event that the Issuer becomes insolvent, insolvency proceedings may be opened in Luxembourg to the extent that the Issuer has its centre of main interest (*centre des intérêts principaux*) located in Luxembourg within the meaning of the Regulation (EU) n° 2015/848 of the European Parliament and of the Council of 20 May 2015 on insolvency proceedings (the "EU Insolvency Regulation"). If a Luxembourg court having jurisdiction opens bankruptcy proceedings against the Issuer, all measures of enforcement against the Issuer will be suspended, except, subject to certain limited exceptions, for enforcement by secured creditors. Liability of the Issuer in respect of the Bonds, in each case, in the event of a liquidation of the Issuer following bankruptcy or judicial liquidation proceedings, only ranks after the cost of liquidation (including any debt incurred for the purpose of such liquidation) and those other debts that are entitled to priority as further described in the section headed "*the Bonds are lowest ranking subordinated obligation of the Issuer*". The commencement of insolvency proceedings could have a significantly adverse effect on the value of the Bonds and any decisions taken in respect of such insolvency proceedings could have a serious negative impact on the Bondholders and cause them to lose part of their investment.

There is no limitation on issuing or guaranteeing debt ranking senior or pari passu with the Bonds

There is no restriction in the Terms and Conditions of the Bonds on the amount of debt which the Issuer or any of its Subsidiaries may issue or guarantee. The Issuer and its subsidiaries and affiliates may incur additional debt/indebtedness or grant guarantees in respect of indebtedness of third parties, including debt/indebtedness or guarantees that rank *pari passu* or senior to the Bonds. The Terms and Conditions of the Bonds do not contain any negative pledge nor contain any covenants restricting the operations of the Issuer. The Issuer's Subsidiaries are not bound by obligations of the Issuer under the Bonds and are not guarantors of the Bonds. The issue of any such securities or the incurrence of any such other liabilities may reduce the amount (if any) recoverable by Bondholders on a winding-up of the Issuer and/or may increase the likelihood of a deferral of interest payments under the relevant Bonds.

2. Risks related to redemption

The Bonds are undated securities with no specified redemption date and there are no events of default under the Bonds allowing acceleration of the Bonds

The Bonds are undated securities, with no specified maturity date. The Issuer is under no obligation to redeem the Bonds at any time and the Bondholders have no right to require redemption of the Bonds. Therefore, prospective investors should be aware that they may be required to bear the financial risks of an investment in the Bonds for an

indefinite period and may not recover their investment in a foreseeable future.

The Terms and Conditions of the Bonds do not provide for events of default allowing acceleration of the Bonds if certain events occur. Accordingly, if the Issuer fails to meet any obligations under the Bonds, including the payment of any interest, investors will not have the right to require the early redemption of principal. Upon a payment default, the sole remedy available to Bondholders for recovery of amounts owing in respect of any payment of principal or interest on the Bonds will be the institution of proceedings to enforce such payment. Notwithstanding the foregoing, the Issuer will not, by virtue of the institution of any such proceedings, be obliged to pay any sum or sums sooner than the same would otherwise have been payable by it.

The Bonds are subject to optional early redemption during the First Call Period, on any Floating Rate Interest Payment Date thereafter or on the Optional Make-whole Redemption Date, or at any time upon the occurrence of a Gross Up Event, a Tax Deductibility Event, an Accounting Event, a Rating Methodology Event, a Substantial Repurchase Event or a Change of Control Event, subject to certain conditions

The Issuer may redeem the Bonds in whole, but not in part, during the First Call Period or on any Floating Rate Interest Payment Date thereafter or on the Optional Make-whole Redemption Date.

The Issuer may also redeem the Bonds in whole, but not in part, upon the occurrence of a Gross Up Event, a Tax Deductibility Event (which could potentially be triggered in case of adverse consequences deriving from the transposition of EU anti-tax avoidance rules laid down in EU Council Directive 2017/952), an Accounting Event, a Rating Methodology Event, a Substantial Repurchase Event, or a Change of Control Event, as further described in Condition 5 (*Redemption and Purchase*) of the Terms and Conditions of the Bonds.

The redemption at the option of the Issuer may affect the market value of the Bonds. During any period when the Issuer may elect to redeem the Bonds, the market value of the Bonds generally will not rise substantially above the price at which they can be redeemed. This may also be true prior to the First Reset Date.

The Issuer may also be expected to redeem the Bonds when its cost of borrowing is lower than the interest rate on the Bonds, provided that any of the above conditions is met. If the Issuer redeems the Bonds, Bondholders may not be able to reinvest the redemption proceeds in bonds offering a comparable yield.

3. Risks related to interest payments

The Issuer may elect to defer interest payments on the Bonds

On any applicable Interest Payment Date (as defined in the Terms and Conditions of the Bonds), the Issuer may elect to defer payment of all or part of the interest accrued to that date, and the Issuer shall not have any obligation to make such payment and any failure to pay shall not constitute a default by the Issuer for any purpose.

Any interest not paid on an applicable Interest Payment Date and deferred shall constitute Outstanding Amounts and may at the option of the Issuer be paid (together with interest accrued thereon at the Prevailing Rate (as defined in the Terms and Conditions of the Bonds)) in whole but not in part, at any time, provided that all Outstanding Amounts (together with interest accrued thereon at the Prevailing Rate (as defined in the Terms and Conditions of the Bonds)) in respect of all Bonds for the time being outstanding shall become due and payable in whole, but not in part on the next Mandatory Settlement Date (as defined in the Terms and Conditions of the Bonds).

Any deferral of interest payments or the perception that the Issuer will need to exercise its optional deferral right will be likely to have an adverse effect on the market price of the Bonds. In addition, as a result of the above provisions of the Bonds, the market price of the Bonds may be more volatile than the market prices of other debt securities on which interest accrues that are not subject to the above provisions and may be more sensitive generally to adverse changes in the Issuer's financial condition.

As interest on the Bonds before the First Reset Date is calculated at a fixed rate, a Bondholder is exposed to the risk that the value of the Bonds could fall as a result of changes in the market interest rate

Interest on the Bonds before the First Reset Date which is calculated at a fixed rate and involves the risk that subsequent changes in market interest rates may adversely affect the value of the Bonds. A Bondholder is exposed to the risk that the value of the Bonds could fall as a result of changes in the market interest rate. While the nominal interest rate of the Bonds specified herein is fixed up to (but excluding) the First Reset Date, the current interest rate on the capital markets ("market interest rate") typically varies on a daily basis. As the market interest rate changes, the value of the Bonds would typically change in the opposite direction. If the market interest rate increases, the value of the Bonds would typically fall, until the yield of such Bonds is approximately equal to the market interest rate. If the market interest rate falls, the value of the Bonds would typically increase, until the yield of such Bonds is approximately equal to the market

interest rate. It is difficult to anticipate future market volatility in interest rates, but any such volatility may have a significant adverse effect on the value of the Bonds.

Bondholders are exposed to changes in the rate of interest on the Bonds after the First Reset Date as interest payable on the Bonds will be calculated on a floating basis from the First Reset Date

Following the First Reset Date, the amount of interest payable in relation to the Bonds will be calculated on a floating basis by the Calculation Agent using the method described in Condition 4(d) (*Interest and Interest Deferral – Floating Rate of Interest*) of the Terms and Conditions of the Bonds. Each Floating Rate of Interest may be different from the initial interest rate of the relevant Bonds and may adversely affect the yield of such Bonds.

The occurrence of a Benchmark Event may adversely affect the value of the Bonds

Pursuant to the Terms and Conditions of the Bonds, if the Issuer determines at any time, following consultation with the Calculation Agent, that a Benchmark Event (as defined in the Terms and Conditions of the Bonds) occurs, the Issuer will appoint a Rate Determination Agent (as defined in the Terms and Conditions of the Bonds) to determine a Substitute Rate or Successor Rate (both as defined in the Terms and Conditions of the Bonds) (the "**Replacement Rate**"). The Rate Determination Agent must determine the Replacement Rate in good faith and in a commercially reasonable manner, if there is one. If the Rate Determination Agent determines that a Benchmark Event has occurred but for any reason a Replacement Rate has not been determined, the EURIBOR Rate (as defined in the Terms and Conditions of the Bonds) will be equal to the last quoted EURIBOR Rate, effectively converting the Bonds into fixed rate securities.

The Replacement Rate may have no or very limited trading history and accordingly its general evolution and/or interaction with other relevant market forces or elements may be difficult to determine or measure. In addition, the replacement rate may perform differently from the discontinued benchmark. This could significantly affect the performance of an alternative rate compared to the historical and expected performance the relevant benchmark. There can be no assurance that any adjustment factor applied to the Bonds will adequately compensate for this impact. This could in turn impact the rate of interest on, and trading value of, the Bonds. Moreover, any Bondholders that enter into hedging instruments based on the EURIBOR Page (as defined in the Terms and Conditions of the Bonds) may find their hedges to be ineffective, and they may incur costs replacing such hedges with instruments tied to the Replacement Rate.

EURIBOR may be discontinued in the future which could have an adverse effect on the value of and return on the Bonds

EURIBOR is deemed to be a "benchmark" which is the subject of ongoing national and international regulatory guidance and proposals for reform. Some of these reforms are already effective whilst others are still to be implemented. These reforms may cause such benchmarks to perform differently than in the past, to disappear entirely, or have other consequences which cannot be predicted. Any such consequence could have a material adverse effect on the Bonds.

The Benchmarks Regulation applies, subject to certain transitional provisions, to the provision of benchmarks, the contribution of input data to a benchmark and the use of a benchmark within the EU. It, among other things, (i) requires benchmark administrators to be authorised or registered (or, if non-EU based, to be subject to an equivalent regime or otherwise recognised or endorsed) and (ii) prevents certain uses by EU supervised entities of benchmarks of administrators that are not authorised or registered (or, if non-EU based, not deemed equivalent or recognised or endorsed). Regulation

(EU) No. 2016/1011 as it forms part of domestic law of the United Kingdom by virtue of the European Union (Withdrawal)

Act 2018 (the "**UK Benchmarks Regulation**") applies to the provision of benchmarks, the contribution of input data to a benchmark and the use of a benchmark, within the United Kingdom.

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

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

The euro risk free-rate working group for the euro area has published a set of guiding principles and high level recommendations for fallback provisions in, amongst other things, new euro denominated cash products (including bonds) referencing EURIBOR. The guiding principles indicate, amongst other things, that continuing to reference EURIBOR in relevant contracts (without robust fallback provisions) may increase the risk to the euro area financial system. On 11 May 2021, the euro risk-free rate working group published its recommendations on EURIBOR fallback

trigger events and fallback rates.

Such factors may have (without limitation) the following effects on certain benchmarks: (i) discouraging market participants from continuing to administer or contribute to a benchmark; (ii) triggering changes in the rules or methodologies used in the benchmark; and/or (iii) leading to the disappearance of the benchmark. Any of the above changes or any other consequential changes as a result of international or national reforms or other initiatives or investigations, could have a material adverse effect on the value of and return on the Bonds.

The Terms and Conditions of the Bonds provide for certain fallback arrangements in the event that EURIBOR (the “**Original Reference Rate**”) (including any page on which such benchmark rate may be published (or any successor service)) becomes unavailable, including the possibility that the prevailing interest rate could be set by reference to a Substitute Rate or Successor Rate, and such Substitute Rate or Successor Rate may be adjusted (if required). The use of any such Substitute Rate or Successor Rate to determine the Replacement Rate will result in the Bonds performing differently (which may include payment of a lower rate) than they would do if the EURIBOR Rate were to continue to apply in its current form.

In certain circumstances the ultimate fallback of interest may result in the effective application of a fixed rate based on the rate which was last observed on the EURIBOR Page (as defined in the Terms and Conditions of the Bonds). In addition, due to the uncertainty concerning the availability of substitute or successor rates, the relevant fallback provisions may not operate as intended at the relevant time.

Any such consequences could have an adverse effect on the value of and return on the Bonds. Moreover, any of the above matters or any other significant change to the setting or existence of any relevant reference rate could affect the ability of the Issuer to meet its obligations under the Bonds or could have a material adverse effect on the value or liquidity of, and the amount payable under, the Bonds. Investors should consider these matters with their own independent advisers when making their investment decision with respect to the Bonds.

4. Other risks related to the Bonds

There is no active trading market for the Bonds

The Bonds are new securities which may not be widely distributed and for which there is currently no active trading market. If the Bonds are traded after their initial issuance, they may trade at a discount to their initial offering price, depending upon prevailing interest rates, the market for similar securities, general economic conditions and the financial condition of the Issuer and the Group. Although application has been made for the Bonds to be admitted to listing on the official list and trading on the Luxembourg Stock Exchange's Regulated Market, there is no assurance that such application will be accepted or that an active trading market will develop. Accordingly, there is no assurance as to the development or liquidity of any trading market for the Bonds. If a market does not develop, this may have a negative impact on the liquidity of the Bonds and result in low trading volumes. The degree of liquidity of the Bonds may negatively impact the price at which an investor can dispose of the Bonds where the investor is seeking to achieve a sale within a short timeframe.

The current IFRS accounting classification of financial instruments such as the Bonds as equity instruments may change, which may result in the occurrence of an Accounting Event

In June 2018, the IASB (International Accounting Standards Board) published the discussion paper DP/2018/1 on "Financial Instruments with Characteristics of Equity", (the “**DP/2018/1 Paper**”). The discussion paper was open for comment until 7 January 2019. The IASB Board met on 21-23 April 2020 to discuss the direction of the project and again on 28 April 2021 to continue its discussions on potential refinements to disclosure proposals set out in DP/2018/1 Paper, namely, proposals for disclosure of information about terms and conditions, priority on liquidation and potential dilution. If the proposals set out in the DP/2018/1 Paper or any other similar proposals that may be made in the future are implemented in their current form, the current IFRS accounting classification of financial instruments such as the Bonds as equity instruments may change and this may result in the occurrence of an Accounting Event. In such an event, the Issuer will have the option to redeem in whole, but not in part, the Bonds (pursuant to Condition 5(b)(iii) (*Redemption and Purchase – Redemption for accounting reasons*) of the Terms and Conditions of the Bonds. The implementation of any of the proposals set out in the DP/2018/1 Paper or any other similar such proposals that may be made in the future, including the extent and timing of any such implementation, if at all, is uncertain. Accordingly, no assurance can be given as to the future classification of the Bonds from an accounting perspective or whether any such change may result in the occurrence of an Accounting Event, thereby providing the Issuer with the option to redeem the Bonds pursuant to the Terms and Conditions of the Bonds.

At the March 2022 meeting of the IASB the reclassification of financial instruments issued by an entity as financial liabilities or equity instruments was discussed. The IASB was not asked to make any decisions and will consider proposals for potential reclassification principles. The next milestone is to produce an exposure draft.

The Bondholders meeting provisions in the Bonds permit defined majorities to bind all Bondholders, including absent voters and voters who voted in a manner contrary to the majority

The Terms and Conditions of the Bonds contain provisions for calling general meetings of Bondholders to consider matters affecting their interests generally. These provisions permit defined majorities to bind all Bondholders including Bondholders who did not attend and vote at the relevant general meeting and Bondholders who voted in a manner contrary to the majority. If a decision is adopted by a majority of Bondholders and such modifications were to impair or limit the rights of the Bondholders, this may have a negative impact on the value of the Bonds and potentially negative repercussions on the Bondholders investment in the Bonds.

INFORMATION INCORPORATED BY REFERENCE

The information set out in the table below shall be deemed to be incorporated by reference in, and to form part of, this Prospectus **provided however that** any statement contained in any document incorporated by reference in, and forming part of, this Prospectus shall be deemed to be modified or superseded for the purpose of this Prospectus to the extent that a statement contained herein modifies or supersedes such statement.

The documents listed below are incorporated by reference into this Prospectus. For the avoidance of doubt, items (4) to (15) (inclusive) are incorporated by reference into this Prospectus in their entirety:

1. the English language audited consolidated financial statements (including the independent auditors' report thereon and notes thereto) of the Issuer as of and for the year ended 31 December 2020 (the "**2020 Annual Report**") (https://cdnmedia.eurofins.com/corporate-eurofins/media/12154549/eurofins-scientific-full-year-2020-annual-report_final.pdf);
2. the English language audited consolidated financial statements (including the independent auditors' report thereon and notes thereto) of the Issuer as of and for the year ended 31 December 2021 (the "**2021 Annual Report**") (https://cdnmedia.eurofins.com/corporate-eurofins/media/12157865/eurofins-scientific-2021-annual-report_final.pdf);
3. the English language unaudited interim condensed consolidated financial statements for the period ended 30 June 2022 (including the independent auditors' report thereon and notes thereto) (the "**2022 Half Year Report**") (<https://cdnmedia.eurofins.com/corporate-eurofins/media/12158922/eurofins-first-half-year-2022-report.pdf>);
4. the English language press release dated 27 July 2022 concerning Eurofins posts record revenues of €3,412m and overall results well in excess of its objectives in H1 2022 and increases its objectives for H2 and FY 2022(https://cdnmedia.eurofins.com/corporate-eurofins/media/12158921/eurofins-first-half-year-2022-results-press-release_final.pdf).
5. the English language press release dated 29 July 2022 concerning Eurofins enhances its environmental, food and BioPharma product testing offering in Hungary through the acquisition of WESSLING Hungary(https://cdnmedia.eurofins.com/corporate-eurofins/media/12158937/20220729_eurofins_acquires_wessling_hungary.pdf).
6. the English language press release dated 12 August 2022 concerning Eurofins strengthens its comprehensive food testing offering in Japan through the acquisition of QSAI Analysis and Research Center Co.,Ltd.(<https://cdnmedia.eurofins.com/corporate-eurofins/media/12158994/20220812-eurofins-signs-spa-of-queen-in-japan.pdf>).
7. the English language press release dated 26 September 2022 concerning Eurofins divests its Digital Testing business(<https://cdnmedia.eurofins.com/corporate-eurofins/media/12159354/26092022-eurofins-divests-its-digital-testing-business.pdf>).
8. the English language press release dated 27 September 2022 concerning Eurofins Sustainability Solutions Launched (<https://cdnmedia.eurofins.com/corporate-eurofins/media/12159358/27092022-eurofins-sustainability-solutions-launched.pdf>).
9. the English language press release dated 28 September 2022 concerning Eurofins Genoma announces launch of niPGT-A, a non-invasive, embryo biopsy free, preimplantation genetic aneuploidy screening test (https://cdnmedia.eurofins.com/corporate-eurofins/media/12159366/20220928_eurofins_genoma_announces_launch_of_non-invasive_preimplantation_genetic_aneuploidy_screening_final.pdf).
10. the English language press release dated 30 September 2022 concerning Transplant Genomics announces launch of Trugraf® Liver, the first and only non-invasive gene expression diagnostic test to optimise immunosuppression in liver transplant recipients(<https://cdnmedia.eurofins.com/corporate-eurofins/media/12159412/20220930-transplant-genomics-announces-launch-of-trugraf-liver.pdf>).

11. the English language press release dated 3 October 2022 concerning Eurofins launches a buy-back programme of its own shares
(https://cdnmedia.eurofins.com/corporate-eurofins/media/12159432/20221003_eurofins_launches_a_buy-back_programme_of_its_own_shares_final.pdf).
12. the English language press release dated 18 October 2022 concerning Eurofins' Core Business1 organic revenue growth in Q3 2022 accelerates to its mid-term objective
(https://cdnmedia.eurofins.com/corporate-eurofins/media/12159508/eurofins-9m-2022-trading-update_final.pdf).
13. the English language press release dated 27 October 2022 concerning Eurofins celebrates 35 years of Testing for Life and 25 years as best performing share listed in Europe
(<https://cdnmedia.eurofins.com/corporate-eurofins/media/12159604/35-and-25-year-anniversary-press-release-final.pdf>).
14. the English language press release dated 5 December 2022 concerning Eurofins Agro Testing supports CO2 reduction with Soil Carbon Check offering
(<https://cdnmedia.eurofins.com/corporate-eurofins/media/12159823/05122022-eurofins-agro-launches-soil-carbon-check-as-part-of-soil-health-solutions-offering.pdf>).
15. the English language press release dated 22 December 2022 concerning Eurofins launches the second tranche of a buy-back programme of its own shares
(<https://cdnmedia.eurofins.com/corporate-eurofins/media/12160040/20221222-eurofins-launches-the-second-tranche-of-a-buy-back-programme-of-its-own-shares.pdf>).

The information on any website does not form part of the Prospectus unless that information is incorporated by reference into the Prospectus. The documents incorporated by reference will also be made available in electronic form on the website of the Luxembourg Stock Exchange (www.bourse.lu) for so long as the Bonds are outstanding.

CROSS REFERENCE TABLE

Annex 7 of the Commission Delegated Regulation (EU) n° 2019/980 (the "Delegated Regulation")

		2022 Half-Year Report	2021 Annual Report	2020 Annual Report
4.	INFORMATION ABOUT THE ISSUER			
4.1	History and development of the Issuer:			
4.1.1	the legal and commercial name of the Issuer	p.29 (Corporate Information)		
4.1.2	the place of registration of the issuer, its registration number and legal entity identifier ('LEI');	p.29 (Corporate Information)		
4.1.4	The domicile and legal form of the issuer, the legislation under which the issuer operates, its country of	p.29	pp. 2, 155, 196 (Notes Section)	

		2022 Half-Year Report	2021 Annual Report	2020 Annual Report
	incorporation, the address, telephone number of its registered office (or principal place of business if different from its registered office) and website of the issuer, if any, with a disclaimer that the information on the website does not form part of the prospectus unless that information is incorporated by reference into the prospectus;			
4.1.5	any recent events particular to the issuer and which are to a material extent relevant to an evaluation of the issuer's solvency.	pp. 5-15		
5.	BUSINESS OVERVIEW			
5.1	Principal activities:			
5.1.1	A brief description of the issuer's principal activities stating the main categories of products sold and/or services performed;	pp. 8-11 and p. 29 (Corporate Information)	pp. 10-40	
5.1.2	The basis for any statements in the registration document made by the issuer regarding its competitive position.	pp. 8-11	pp. 10-40 and p. 116 (6.1.11 Competition section)	
6.	ORGANISATIONAL STRUCTURE			
6.1	If the issuer is part of a group, a brief description of the group and the issuer's position within the group. This may be in the form of, or accompanied by, a diagram of the organisational structure if this helps to clarify the structure.	p. 29 (Corporate Information)	p.155 (Section 8) and p.196 (Notes Section)	

		2022 Half-Year Report	2021 Annual Report	2020 Annual Report
10.	MAJOR SHAREHOLDERS			
10.1	To the extent known to the issuer, state whether the issuer is directly or indirectly owned or controlled and by whom, and describe the nature of such control, and describe the measures in place to	p. 21	p.183 (2.2.2 Shareholding Disclosure section)	

		2022 Half-Year Report	2021 Annual Report	2020 Annual Report
	ensure that such control is not abused.			
11.	FINANCIAL INFORMATION CONCERNING THE ISSUER'S ASSETS AND LIABILITIES, FINANCIAL POSITION AND PROFITS AND LOSSES			
11.1.1	<u>Historical Financial Information</u> Historical financial information covering the latest two financial years (at least 24 months) or such shorter period as the issuer has been in operation and the audit report in respect of each year.	pp. 23-42	pp.191-296	pp.152-239
11.1.3	<u>Accounting standards</u> The financial information must be prepared according to International Financial Reporting Standards as endorsed in the Union based on Regulation (EC) No 1606/2002. If Regulation (EC) No 1606/2002 is not applicable the financial statements must be prepared according to:	pp. 24-42	pp.191-296	

			2021 Annual Report	2020 Annual Report
	(a) a Member State's national accounting standards for issuers from the EEA as required by Directive 2013/34/ EU; (b) a third country's national accounting standards equivalent to Regulation (EC) No 1606/2002 for third country issuers. Otherwise the following information must be included in the registration document: (a) a prominent statement that the financial information included in the registration document has not been prepared in accordance with International Financial Reporting Standards as endorsed in the Union based on Regulation (EC) No 1606/2002 and that there may be material differences in the financial information had Regulation (EC) No 1606/2002 been applied to the historical financial information; (b) immediately following the historical financial information a narrative description of the differences between Regulation (EC) No 1606/2002 as adopted by the Union and the accounting principles adopted by the issuer in preparing its annual financial statements.			
11.1.4	Where the audited financial information is prepared according to national			

			2021 Annual Report	2020 Annual Report
	accounting standards, the financial information must include at least the following: (a) the balance sheet; (b) the income statement; (c) the accounting policies and explanatory notes.	p. 26 (consolidated balance sheet) p. 24 (consolidated income statement) and p. 27 (consolidated cash flow statement) pp. 29-42 (notes to the consolidated financial statements)	p.193 (consolidated balance sheet) and p.276 (statutory balance sheet) p.191 (consolidated income statement) and p. 275 (statutory income statement), p.194(consolidated cash flow statement) pp.196-239 (notes to the consolidated financial statements) and pp. 277- 291 (notes to statutory financial statements)	p. 154 (consolidated balance sheet) and p. 224 (balance sheet) p.152 (consolidated income statements), p. 155 (consolidated cash flow statements) and p. 223 (income statement) (pp. 157-215 (notes to the consolidated financial statements) and pp. 225-234 (notes to the statutory financial statements)
11.1.5	Consolidated financial statements If the issuer prepares both stand-alone and consolidated financial statements, include at least the consolidated financial statements in the registration document.	pp. 24-42 (consolidated financial statements)	pp.191-265 (consolidated financial statements) pp. 275-276 (annual financial statements)	pp. 152-215 (consolidated financial statements) pp. 223-234 (annual financial statements)

		2022 Half-Year Report	2021 Annual Report	2020 Annual Report
11.2	<u>Auditing of historical financial information</u>			
11.2.1	The historical financial information must be independently audited. The audit report shall be prepared in accordance with the Directive 2014/56/EU and Regulation (EU) No 537/2014. Where Directive 2014/56/EU and Regulation (EU) No 537/2014 do not apply: (a) the historical financial information must be audited or reported on as to whether or not, for the purposes of the registration document, it gives a true and fair view in accordance with auditing standards applicable in a Member State or an equivalent standard. Otherwise, the following information must be included in the registration document: (i) a prominent statement disclosing which auditing standards have been applied; (ii) an explanation of any significant departures from International Standards on Auditing; (a) if audit reports on the historical financial information contain qualifications, modifications of opinion, disclaimers or an emphasis of matter, such qualifications, modifications, disclaimers or emphasis of matter must be reproduced in full and the reasons given.		pp. 266-274 (for consolidated financial statements) and pp. 292-296 (for statutory financial statements)	pp. 216-222 (as for the consolidated financial statements) and pp. 235-239 (as for the statutory financial statements)

		2022 Half-Year Report	2021 Annual Report	2020 Annual Report
11.2.2	Indication of other information in the registration document which has been audited by the auditors.		pp. 266-274 (as for the consolidated financial statements) and p. 292 (as for the statutory financial statements)	pp. 217-219 (as for the consolidated financial statements) and p. 236 (as for the statutory financial statements)
11.3	<u>Legal and arbitration proceedings</u> Information on any governmental, legal or arbitration proceedings (including any such proceedings which are pending or threatened of which the issuer is aware), during a period covering at least the previous 12 months which may have, or have had in the recent past significant effects on the issuer and/or group's financial position or profitability, or provide an appropriate negative statement.	p. 41 (Note 3.8)	pp. 237 - 238 (2.36. Contingencies)	

The information incorporated by reference that is not included in the cross-reference list, is either not relevant for investors or covered elsewhere in the Prospectus.

TERMS AND CONDITIONS OF THE BONDS

The following is the text of the Terms and Conditions of the Bonds which (subject to completion and amendment) will be endorsed on each Bond in definitive form:

The issue of the Euro 600,000,000 Undated 5.5 Year Non-Call Deeply Subordinated Fixed to Floating Rate Bonds (the "**Bonds**") of Eurofins Scientific S.E., a *société européenne* (*Societas Europaea*) with its registered office at 23, Val Fleuri, L-1526 Luxembourg, Grand Duchy of Luxembourg and registered with the Register of Commerce and Companies of Luxembourg under number B 167775 (the "**Issuer**"), has been authorized pursuant to a resolution of the Board of Directors (*Conseil d'administration*) of the Issuer dated 13 January 2023. The Bonds will be issued on 24 January 2023 (the "**Issue Date**") with the benefit of an agency agreement (the "**Agency Agreement**") dated on or about the Issue Date between the Issuer, BNP Paribas, Luxembourg Branch as fiscal agent, principal paying agent (the "**Fiscal Agent**", which expression shall, where the context so admits, include any successor for the time being as Fiscal Agent) and as calculation agent (the "**Calculation Agent**", which expression shall, where the context so admits, include any successor for the time being as Calculation Agent) and the other paying agents named therein (together, the "**Paying Agents**", which expression shall, where the context so admits, include the Fiscal Agent and any successors for the time being of the Paying Agents or any additional paying agents appointed thereunder from time to time). Aether Financial Services has been appointed as make-whole calculation agent in respect of the Bonds (the "**Make-whole Calculation Agent**", which expression shall, where the context so admits, include any successor for the time being as Make-whole Calculation Agent). Reference below to the "Agents" shall be to the Fiscal Agent, the Paying Agents, the Calculation Agent and/or the Make-whole Calculation Agent, as the case may be. Certain provisions of these Conditions are summaries of the Agency Agreement and subject to its detailed provisions. Copies of the Agency Agreement are available for inspection by the holders of the Bonds (the "**Bondholders**") during usual business hours at the specified office of the Fiscal Agent and at the registered office of the Issuer. References below to "**Conditions**" are, unless the context otherwise requires, to the numbered paragraphs below.

1. Definitions

For the purposes of these Conditions:

"**Actual/Actual-ICMA**" means the number of days in the Calculation Period divided by the number of days in the relevant Fixed Rate Interest Period.

"**Benchmark Event**" means:

- a. the Original Reference Rate ceasing to be published for a period of at least five (5) Business Days or ceasing to exist; or
- b. a public statement by the administrator of the Original Reference Rate stating that it will, by a specified date on or prior to the next Interest Determination Date, cease to publish 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 stating that the Original Reference Rate has been or will be, by a specified date on or prior to the next Interest Determination Date, permanently or indefinitely discontinued; or
- d. a public statement by the supervisor or the administrator of the Original Reference Rate stating that the Original Reference Rate will be prohibited from being used or that its use will be subject to restrictions or adverse

consequences, in each case by a specified date on or prior to the next Interest Determination Date, or

- e. it has, or will on or prior to the next Interest Determination Date, become unlawful for the Issuer or the Calculation Agent, as the case may be, to calculate any payments due to be made to the Bondholders using the Original Reference Rate (including, without limitation, under Regulation (EU) 2016/1011 (the “**Benchmarks Regulation**”);
- f. that a decision to withdraw the authorization or registration pursuant to Article 35 of the Benchmarks Regulation of any benchmark administrator previously authorized to publish such Original Reference Rate has been adopted; or
- g. the making of a public statement by the supervisor of the administrator of the Original Reference Rate that, in the view of such supervisor, such Original Reference Rate is no longer representative of an underlying market or its methodology has materially changed.

"Business Day" means any day (not being a Saturday or Sunday) on which commercial banks and foreign exchange markets are opened for general business in France, on which the TARGET2 System is operating and on which Clearstream, Luxembourg and Euroclear are open for general business.

"Calculation Period" means any period of time (from and including the first day of such period to but excluding the last) in respect of the calculation of an amount of interest on any Bond.

"Change of Control" means on or after the Issue Date any person or persons acting in concert or any third person or persons acting on behalf of such person(s) at any time acquiring directly or indirectly (x) more than 50 per cent. of the shares of the Issuer or (y) such number of shares of the Issuer carrying more than 50 per cent. of the voting rights normally exercisable at general meetings of the Issuer, unless such acquisition is made by any person or persons which are Permitted Shareholders.

"Change of Control Event" shall be deemed to have occurred, if, at any time a Change of Control occurs, within the Change of Control Period, a Rating Downgrade occurs or has occurred as a result of such Change of Control.

"Change of Control Period" means the period commencing on the date of the first public announcement by the Issuer of the occurrence of the relevant Change of Control and ending on the date which is ninety (90) calendar days after the date of the first public announcement of the occurrence of the Change of Control.

"Deeply Subordinated Bonds" means any bonds or notes of the Issuer (including the Bonds) which constitute direct, unsecured and lowest ranking subordinated Obligations (*engagements subordonnés de dernier rang*) of the Issuer and which rank and will rank or are expressed to rank *pari passu* among themselves and *pari passu* with all other present and future Deeply Subordinated Bonds (including the Existing Deeply Subordinated Bonds), but junior to *titres participatifs* or any equivalent (to the extent existing) under Luxembourg law, issued by, and *prêts participatifs* or any equivalent (to the extent existing) under Luxembourg law, granted to, the Issuer and junior to the Ordinary Subordinated Obligations and Unsubordinated Obligations of the Issuer, but in priority to any classes of Share Capital Securities issued by the Issuer.

"Early Redemption Amount" means for the purposes of any redemption made pursuant to Condition 5(b)(ii)(B), Condition 5(b)(iii) or Condition 5(b)(v) an amount payable in respect of each Bond on the date set for redemption (the **"Early**

Redemption Date"), which shall be (i) in the event that the Early Redemption Date takes place prior to the First Call Date, 101% of the principal amount of the Bonds together with any accrued interest and any Outstanding Amounts (together with interest accrued thereon at the Prevailing Rate) up to the Early Redemption Date, or (ii) in the event the Early Redemption Date takes place during or after the First Call Period, 100% of the principal amount of the Bonds together with any accrued interest and any Outstanding Amounts (together with interest accrued thereon at the Prevailing Rate) up to the Early Redemption Date.

"Early Redemption Margin" means 0.5 per cent. *per annum*.

"Early Redemption Rate" means the average of the four quotations given by the Reference Dealers of the mid-market annual yield to maturity of the Reference Benchmark Security on the third (3rd) Business Day in Luxembourg preceding the Optional Make-whole Redemption Date at 11.00 a.m. (Central European time (CET)).

"Equity credit" means an equity credit of at least 50 per cent. by any Rating Agency, ignoring any restriction on equity credit due to any applicable limitation on the proportion of an issuer's equity which can be composed of hybrid instruments such as the Bonds pursuant to the relevant Rating Agency's criteria.

"Exchange Date" means, in relation to a Temporary Global Bond, the day falling forty (40) calendar days after its issue date and being a day on which banks are open for business in the city in which the office of the Paying Agent is located and in the city in which Clearstream, Luxembourg and Euroclear are located.

"Existing Deeply Subordinated Bonds" means the (i) Euro 300,000,000 deeply subordinated fixed to floating rate bonds (ISIN: XS1224953882) issued by the Issuer on 29 April 2015 (of which Euro 182,729,000 remain outstanding), and (ii) Euro 400,000,000 deeply subordinated fixed to floating rate bonds (ISIN: XS1716945586) issued by the Issuer on 13 November 2017.

"First Call Date" means 24 April 2028.

"First Call Period" means the period from (and including) the First Call Date to (and including) the First Reset Date.

"First Reset Date" means the Interest Payment Date falling on 24 July 2028.

"Fitch" means Fitch Ratings Limited (or any successor entity).

"Fixed Rate Interest Period" means, with respect to the first period, the period beginning on (and including) the Issue Date and ending on (but excluding) the First Fixed Rate Interest Payment Date (as defined in Condition 4(a)) and thereafter each successive period beginning on (and including) a Fixed Rate Interest Payment Date and ending on (but excluding) the next succeeding Fixed Rate Interest Payment Date, until the First Reset Date.

"Fixed Rate of Interest" means a fixed rate of 6.750 per cent., *per annum*.

"Floating Rate Interest Period" means the period beginning on (and including) the First Reset Date and ending on (but excluding) the first Floating Rate Interest Payment Date (as defined in Condition 4(a)) and each successive period beginning on (and including) a Floating Rate Interest Payment Date and ending on (but excluding) the next succeeding Floating Rate Interest Payment Date.

"Group" means the Issuer and its Subsidiaries.

"Interest Payment Date" means a Fixed Rate Interest Payment Date or a Floating

Rate Interest Payment Date, as the case may be, as those terms are defined in Condition 4(a).

"Interest Period" means a Fixed Rate Interest Period or a Floating Rate Interest Period, as the case may be.

"Moody's" means Moody's Deutschland GmbH, a division of Moody's Corporation (or any successor entity).

"Obligations" means, in respect of any person, any financial obligation expressed to be assumed by or imposed on it under or arising as a result of any contract, agreement, guarantee, document, instrument, conduct or relationship or directly by law.

"Ordinary Subordinated Creditors" means any person(s) to whom/which the Issuer owes an Ordinary Subordinated Obligation.

"Ordinary Subordinated Obligations" means any Obligations of the Issuer which constitute direct, unconditional, unsecured and subordinated obligations of the Issuer and which in an insolvency rank and will rank or are expressed to rank *pari passu* among themselves and *pari passu* with all other present and future Ordinary Subordinated Obligations, but in priority to *prêts participatifs* or any equivalent (to the extent existing) under Luxembourg law granted to, and *titres participatifs* or any equivalent (to the extent existing) under Luxembourg law issued by, the Issuer and in priority to any Parity Securities.

"Original Reference Rate" means the EURIBOR Page originally specified for the purpose of determining the relevant Floating Rate of Interest.

"outstanding" means in relation to the Bonds, all the Bonds issued other than (i) those which have been redeemed on their due date or otherwise in accordance with the Conditions, (ii) those in respect of which the date for redemption has occurred and the redemption monies (including all interest accrued on such Bonds to the date for such redemption and any interest payable after such date) have been duly paid, (iii) those in respect of which claims have been prescribed under Condition 9 (*Statute of Limitation*) and (iv) those which have been purchased and cancelled in accordance with the Conditions.

"Outstanding Amount" has the meaning given to such term in Condition 4(f)(i) (*Deferral of Interest*).

"Parity Securities" means any instruments issued, entered into or guaranteed by the Issuer which rank (or in relation to which the Issuer's payment obligations under the relevant guarantee rank) or are expressed to rank (i) *pari passu* among themselves and with the Bonds, (ii) junior to *titres participatifs* or any equivalent (to the extent existing) under Luxembourg law, issued by, and *prêts participatifs* or any equivalent (to the extent existing) under Luxembourg law, granted to, the Issuer, to Ordinary Subordinated Obligations and to Unsubordinated Obligations of, or issued by, the Issuer and (iii) in priority to any classes of Share Capital Securities issued by the Issuer.

"Permitted Shareholders" means Analytical Bioventures SCA provided it is controlled (within the meaning of Article 430-23 of the Law of 10 August 1915 on commercial companies, as amended (the "**Company Law**")) by the existing ultimate beneficial owners of the issued share capital of the Issuer as of the Issue Date, or their respective spouses, children, or heirs.

"Prevailing Rate" means the rate of interest which is from time to time applicable to the Bonds and Outstanding Amounts in accordance with Condition 4(a)

(General) and Condition 4(g) (Outstanding Amounts).

"Rate Determination Agent" means an independent financial institution of international repute or other independent financial adviser experienced in the international debt capital markets, in each case selected and appointed by the Issuer.

"Rate of Interest" means the Fixed Rate of Interest or the Floating Rate of Interest, as the case may be.

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

"Reference Benchmark Security" means the German Federal Government Bond of Bundesrepublik Deutschland bearing interest at a rate of 0.5 per cent. *per annum* and maturing on 15 February 2028 with International Securities Identification Number (ISIN) DE0001102440.

"Reference Dealers" means each of the four banks (that may include the Joint Lead Managers) selected by the Issuer which are primary European government security dealers, and their respective successors, or market makers in pricing corporate bond issues.

"Relevant Margin" means, (i) from and including the First Reset Date to but excluding the Step-Up Date, 4.241 per cent., or (ii) from and including the Step-Up Date, 5.241 per cent.

"Remaining Scheduled Payments" means the remaining scheduled payments of principal of the Bonds (the payment of principal deemed to be scheduled on the First Call Date) and the remaining scheduled payments of interest (not including any interest accrued on the Bonds from the last Interest Payment Date (or as the case may be the Issue Date) to, but excluding, the Optional Make-whole Redemption Date) on such Bonds for their remaining term up to the First Call Date.

"S&P" means Standard & Poor's Global Rating, a division of The McGraw-Hill Companies Inc. (or any successor entity).

"Share Capital Securities" means any ordinary shares (*actions ordinaires*) or beneficiary units (*parts bénéficiaires*) issued by the Issuer, or preference shares (*actions privilégiées*) which may be issued by the Issuer.

"Similar Security" means a reference bond or reference bonds issued by the German Federal Government having an actual or interpolated maturity comparable with the remaining term of the Bonds to the First Call Date that would be utilised, at the time of selection and in accordance with customary financial practice, in pricing new issues of corporate debt securities of comparable maturity to the remaining term of the Bonds.

"Step-Up Date" means the Interest Payment Date falling on 24 January 2033.

"Subsidiary" means, in relation to any person or entity at any time, any other person or entity (whether or not now existing) (i) whose affairs and policies the first person controls or has the power to control, whether by ownership of share capital, contract, the power to appoint or remove members of the governing body of the second person or otherwise or (ii) whose financial statements are, in

accordance with applicable law and generally accepted accounting principles, fully consolidated with those of the first person.

"TARGET Business Day" means a day on which the TARGET2 System is operating.

"TARGET2 System" means the Trans European Automated Real Time Gross Settlement Express Transfer System which uses a single shared platform and which was launched on 19 November 2007 or any successor thereto.

"Unsubordinated Creditors" means any person(s) to whom/which the Issuer owes an Unsubordinated Obligation.

"Unsubordinated Obligation" means any Obligation of the Issuer which is unsubordinated.

2. Form, Denomination and Title

The Bonds are issued in bearer form in the denomination of EUR 100,000 each and integral multiples of Euro 1,000 in excess thereof. The Bonds shall initially be represented by a temporary global bond issued in new global note form ("**NGN Form**") (the "**Temporary Global Bond**"). Interests in the Temporary Global Bond will be exchangeable for interests in a permanent global bond issued in NGN Form (the "**Permanent Global Bond**" and together with the Temporary Global Bond, the "**Global Bonds**") on or after the Exchange Date and upon certification as to non-U.S. beneficial ownership. The Permanent Global Bond will be exchangeable, free of charge to the Bondholder, for bonds in definitive form (the "**Definitive Bond**") in the limited circumstances set out in the Permanent Global Bond on or after the date on which the bearer of the Permanent Global Bond has requested its exchange. In accordance with the provisions of article 470-1 of the Company Law as amended from time to time, the Temporary Global Bond and the Permanent Global Bond shall each be signed manually by one member of the Board of Directors or an authorised signatory of the Issuer (including the *Directeur Général*) and shall each carry control signature by or on behalf of the Paying Agent.

On the Issue Date, the Temporary Global Bond will be deposited with a common safekeeper (the "**Common Safekeeper**") for the account of Clearstream Banking, S.A. ("**Clearstream Luxembourg**") and Euroclear Bank S.A./N.V. ("**Euroclear**").

The interests of the Bondholders in the Bonds shall be registered in the records of Clearstream, Luxembourg and Euroclear and interests in the Global Bond shall only be transferable in accordance with the rules and procedures of Clearstream, Luxembourg and/or Euroclear.

The holder of the Global Bonds shall be treated by the Issuer and the Paying Agent as the owner of the Bonds in accordance with the terms of the respective Global Bond and the terms "Bondholders" and "holders of Bonds" shall be construed accordingly. For purposes of payment of interest and principal related to the Bonds, the holder of the Global Bond shall be treated by the Issuer as the sole owner and holder of the Bonds represented by the Global Bond.

3. Status

The Bonds (which constitute *obligations*) are Deeply Subordinated Bonds.

The principal and interest (including any Outstanding Amounts and any interest accrued thereon) on the Bonds constitute direct, unconditional, unsecured and deeply subordinated obligations of the Issuer and the Bonds:

- (i) rank and will rank or are expressed to rank *pari passu* among themselves, with the Existing Deeply Subordinated Bonds and *pari passu* with all other present and future instruments issued, entered into or guaranteed by the Issuer which rank (or in relation to which the Issuer's payment obligations under the relevant guarantee rank) (a) junior to *titres participatifs* or any equivalent (to the extent existing) under Luxembourg law issued by, and *prêts participatifs* or any equivalent (to the extent existing) under Luxembourg law granted to, the Issuer, to Ordinary Subordinated Obligations and to Unsubordinated Obligations of, or issued by, the Issuer and (b) in priority to any classes of Share Capital Securities issued by the Issuer;
- (ii) shall be subordinated to *titres participatifs* or any equivalent (to the extent existing) under Luxembourg law issued by, and *prêts participatifs* or any equivalent (to the extent existing) under Luxembourg law granted to, the Issuer, to Ordinary Subordinated Obligations and to Unsubordinated Obligations of, or issued by, the Issuer; and
- (iii) shall rank in priority to any classes of Share Capital Securities issued by the Issuer.

If any judgment is issued by any competent court for the judicial liquidation (*liquidation judiciaire*) of the Issuer or, in the event of the voluntary dissolution of the Issuer or, if the Issuer has been liquidated for any other reason, the rights of the Bondholders will be calculated on the basis of the principal amount of the Bonds together with accrued interest on such principal amount, Outstanding Amounts and accrued interest on such Outstanding Amounts and to the extent that all cost of liquidation (including any debt incurred for the purpose of such liquidation) have been paid and other creditors of the Issuer (including Unsubordinated Creditors of the Issuer, Ordinary Subordinated Creditors of the Issuer, lenders in relation to *prêts participatifs* or any equivalent (to the extent existing) under Luxembourg law granted to the Issuer and holders of *titres participatifs* or any equivalent under Luxembourg law issued by the Issuer) ranking in priority to the Bondholders have been or will be fully reimbursed, as ascertained by the receiver (*curateur*) or the liquidator (*liquidateur*). On a liquidation of the Issuer, no payments will be made to holders of Share Capital Securities before all amounts due, but unpaid, to all Bondholders under the Bonds have been paid by the Issuer.

4. Interest and Interest Deferral

- (a) *General:* Each Bond bears interest on its principal amount at the Fixed Rate of Interest from (and including) the Issue Date to (but excluding) the First Reset Date, scheduled to be paid annually in arrear on 24 July in each year (each a "**Fixed Rate Interest Payment Date**"), except that the first payment of interest shall be made on 24 July 2023 (the "**First Fixed Rate Interest Payment Date**") in respect of the period from (and including) the Issue Date to (but excluding) the First Fixed Rate Interest Payment Date, and thereafter at the applicable Floating Rate of Interest (as defined in Condition 4(d)(i) below), scheduled to be paid quarterly in arrear on 24 January, 24 April, 24 July and 24 October (each a "**Floating Rate Interest Payment Date**"), commencing on 24 October 2028, provided that if any Floating Rate Interest Payment Date is not a TARGET Business Day, it shall be postponed until the next following day which is a TARGET Business Day unless the next such day falls in the next calendar month in which case such Floating Rate Interest Payment Date shall be brought forward to the immediately preceding day which is a TARGET Business Day, and in each case subject as provided in Condition 4(f)

(Deferral of Interest).

- (b) *Interest Payments:* Interest payments will be made subject to and in accordance with Condition 6 (*Payments*). In the case of redemption as provided in Condition 5 (*Redemption and Purchase*), interest will cease to accrue on each Bond on the due date for redemption, unless, upon such date, payment of the principal amount or, as the case may be, the relevant Early Redemption Amount is improperly withheld or refused or if default is otherwise made in respect of payment thereof. In such event, such Bond shall continue to bear interest in accordance with this Condition 4 (*Interest and Interest Deferral*) (as well after as before judgment) until the day on which all sums due in respect of such Bond up to that day are received by or on behalf of the relevant Bondholder.
- (c) *Fixed Rate of Interest:* The amount of interest payable on the Bonds on any date on which interest is payable at the Fixed Rate of Interest will be an amount equal to the product of the principal amount of the Bonds multiplied by the Fixed Rate of Interest calculated for the relevant Fixed Rate Interest Period on an Actual/Actual-ICMA annual basis (the "**Fixed Rate Interest Amount**").
- (d) *Floating Rate of Interest*

- (i) Method of determination of the Floating Rate of Interest

The rate of interest applicable in respect of the Bonds from and including the First Reset Date (the "**Floating Rate of Interest**") will be equal to a rate equal to the EURIBOR Rate (as defined below) plus the Relevant Margin per annum, subject to a minimum of 0 (zero) per cent. per annum, as determined by the Calculation Agent on the following basis:

- (a) On the second (2nd) TARGET Business Day before the beginning of each Floating Rate Interest Period (the "**Interest Determination Date**") the Calculation Agent will obtain the European inter-bank offered rate for three-month deposits in Euro, as calculated by Bridge Information Systems on behalf of the European Banking Federation and the International Foreign Exchange Dealers Association and published on Reuters Page EURIBOR01 (or such other page or service as may replace it for the purposes of displaying European inter-bank offered rates of leading reference banks for deposits in euro) (the "**EURIBOR Page**"), as at 11.00 am (Brussels Time) on such Interest Determination Date (the "**EURIBOR Rate**"). The Floating Rate of Interest for such Floating Rate Interest Period shall be the aggregate of the Relevant Margin and the rate which so appears as determined by the Calculation Agent.
 - (b) If, for any reason, on any Interest Determination Date, no rate is calculated and is published on the EURIBOR Page, the Issuer will request any four major banks selected by it in the European inter-bank market (the "**Reference Banks**") to provide it with their respective quotations of the rates offered by such banks at approximately 11.00 am (Brussels time) on such Interest Determination Date, to prime banks in the European inter-bank market for three-month deposits for Euro in an amount that is, in the reasonable opinion of the Issuer,

representative for a single transaction in the relevant market at the relevant time. The Floating Rate of Interest for such Floating Rate Interest Period shall be the aggregate of the Relevant Margin and the arithmetic mean (rounded if necessary, to the nearest second decimal place, with 0.005 being rounded upwards) of the rates so quoted, the highest and lowest (or, in the event of equality, one of the highest and/or lowest) of such quotations being disregarded for the purposes of the calculation.

- (c) If only two or three rates are so quoted on any Interest Determination Date, the Calculation Agent will determine the arithmetic mean (rounded, if necessary, to the nearest second decimal place, with 0.005 being rounded upwards) of the rates so quoted and the Floating Rate of Interest for such Floating Rate Interest Period shall be the aggregate of the Relevant Margin and such arithmetic mean. If fewer than two rates are so quoted on any Interest Determination Date, the Floating Rate of Interest in respect of such Floating Rate Interest Payment Date shall be the Floating Rate of Interest already in effect on such Interest Determination Date, or in the event that there is no Floating Rate of Interest already in effect on such Interest Determination Date, the Fixed Rate of Interest.
- (d) If the Issuer determines at any time that a Benchmark Event occurs in relation to the Original Reference Rate the following provision shall apply:
 - (i) the Issuer will as soon as reasonably practicable (and in any event prior to the next Interest Determination Date) appoint a Rate Determination Agent, which will determine in its sole discretion (but in consultation with the Issuer), acting in good faith and in a commercially reasonable manner, whether a Substitute Rate or Successor Rate for the purposes of determining the EURIBOR Rate on each Interest Determination Date falling on such date or thereafter that is substantially comparable to the Original Reference Rate is available, provided that if the Rate Determination Agent determines that there is a Substitute Rate or Successor Rate, the Calculation Agent will use such Substitute Rate or Successor Rate to determine the Rate of Interest (for the avoidance of doubt the Issuer's consultation referred to above shall not give any discretionary power to the Issuer and the Rate Determination Agent will act alone in determining whether a Substitute Rate or Successor Rate for the purposes stated above is available).
 - (ii) If the Rate Determination Agent has determined a Substitute Rate or Successor Rate in accordance with this Condition (such rate, the "**Replacement Rate**"), for the purposes of determining the EURIBOR Rate on each Interest

Determination Date falling on or after such determination, (i) the Rate Determination Agent will also determine changes (if any) to the business day convention, the definition of business day, the interest determination date, the day count fraction, and any method for obtaining the Replacement Rate, including any adjustment needed to make such Replacement Rate comparable to the Original Reference Rate, in each case in a manner that is consistent with industry-accepted practices for such Replacement Rate; (ii) the Rate Determination Agent will also determine whether an Adjustment Spread (as defined below) is required to be applied to such Replacement Rate; (iii) references to the EURIBOR Rate in these Conditions will be deemed to be references to the Replacement Rate, including any alternative method for determining such rate as described in (i) above and any Adjustment Spread (as applicable); (iv) the Rate Determination Agent will notify the Issuer and the Calculation Agent of the foregoing as soon as reasonably practicable, and (v) the Issuer will give notice as soon as reasonably practicable to the Bondholders (in accordance with Condition 14 (*Notices*)) and the Fiscal Agent specifying the Replacement Rate, as well as the details described in (i) above.

- (iii) The determination of the Replacement Rate and the other matters referred to above by the Rate Determination Agent will (in the absence of manifest error) be final and binding on the Issuer, the Calculation Agent, the Fiscal Agent and the Bondholders.
- (iv) If the Rate Determination Agent determines that the Original Reference Rate has been discontinued but for any reason a Replacement Rate has not been determined or cannot be applied, the EURIBOR Rate will be equal to the last EURIBOR Rate available on the EURIBOR Page as determined by the Calculation Agent.
- (v) Notwithstanding any other provision of this Condition 4, no Replacement Rate will be adopted, nor will the applicable Adjustment Spread be applied, nor will any other related adjustments and/or amendments to the Terms and Conditions of the Bonds be made, if and to the extent that, in the determination of the Issuer, the same could reasonably be expected to (i) result in a reduction of the amount of “equity credit” (or such other nomenclature that the relevant Rating Agency may then use to describe the degree to which an instrument exhibits the characteristics of an ordinary share) assigned to the Bonds by any Rating Agency when compared to the “equity credit” assigned to the

Bonds immediately prior to the occurrence of the relevant Benchmark Event from such Rating Agency or (ii) otherwise prejudice the eligibility of the Bonds for “equity credit” from any Rating Agency. If, following the occurrence of a Benchmark Event and in relation to the determination of the Interest Rate on the immediately following Interest Determination Date, no Rate Determination Agent has been appointed or no Replacement Rate is determined pursuant to this provision, the Original Reference Rate will continue to apply for the purpose of determining such Rate of Interest on such Interest Determination Date, with the effect that the fallback provisions provided in Condition 4(d)(i)(b) and Condition 4(d)(i)(c) will continue to apply to such determination. In such circumstances, the Issuer will be entitled (but not obliged), at any time thereafter, to elect to re-apply the provisions of this Condition 4(d)(i)(d), *mutatis mutandis*, on one or more occasions until a Replacement Rate (and, if applicable, any associated Adjustment Spread and/or amendments to the Terms and Conditions of the Bonds) has been determined and notified in accordance with this Condition 4 (and, until such determination and notification (if any), the fallback provisions provided elsewhere in these Terms and Conditions will continue to apply).

"Adjustment Spread" means a spread (which may be positive or negative) or formula or methodology for calculating a spread, which the Rate Determination Agent determines is required to be applied to a Replacement Rate in order to reduce or eliminate, to the extent reasonably practicable in the circumstances, any economic prejudice or benefit (as applicable) to Bondholders as a result of the determination of a Replacement Rate and is the spread, formula or methodology which:

- i. in the case of a Successor Rate, is formally recommended, or formally provided as an option for parties to adopt, in relation to the replacement of the Original Reference Rate with the Successor Rate by any Relevant Nominating Body;
- ii. in the case of a Substitute Rate (or in the case of a Successor Rate where a) above does not apply), is in customary market usage in the international debt capital markets for transactions which reference the Original Reference Rate, where such rate has been replaced by the Substitute Rate (or, as the case may be, the Successor Rate); or
- iii. if no such recommendation or option has been made (or made available), or the Rate Determination Agent determines there is no such spread, formula or methodology in customary market usage, the Rate Determination Agent in its discretion determines (acting in good faith and in a commercially reasonable manner) to be appropriate.

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

- i. the central bank for the currency to which the benchmark or

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

"Substitute Rate" means, in the absence of a Successor Rate, an alternative benchmark or screen rate which the Rate Determination Agent determines in accordance with this Condition 4 and which is customarily used in the international debt capital markets for the purposes of determining rates of interest (or the relevant component part thereof) for a commensurate interest period (if there is such a customary market usage at such time) and in the same specified currency as the Bonds.

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

- (ii) Determination of Floating Rate of Interest and Calculation of Floating Rate Interest Amount by the Calculation Agent

The Calculation Agent will, as soon as practicable after 11.00 a.m. (Brussels time) on each Interest Determination Date, determine the Floating Rate of Interest and calculate the amount of interest payable in respect of each Bond (the **"Floating Rate Interest Amount"**) for the relevant Floating Rate Interest Period. The Floating Rate Interest Amount in respect of the Bonds shall be calculated by applying the Floating Rate of Interest to the aggregate principal amount of the Bonds and multiplying such product by the actual number of days in the Floating Rate Interest Period concerned divided by 360 (rounded to the nearest half cent, with half a cent being rounded upwards).

- (iii) Publication of Floating Rate of Interest and Floating Rate Interest Amount

The Calculation Agent will cause the Floating Rate of Interest, the Floating Rate Interest Amount for each Floating Rate Interest Period and the relevant Floating Rate Interest Payment Date to be notified to the Issuer, the Fiscal Agent, the Luxembourg Stock Exchange and any other stock exchange on which the Bonds may for the time being be listed and the Calculation Agent will cause publication thereof in accordance with Condition 14 (*Notices*) as soon as possible after their determination but in no event later than the fourth (4th) TARGET Business Day thereafter. The Floating Rate Interest Payment Date (as defined and described in

Condition 4(a) (*General*)) so published may subsequently be amended (or appropriate arrangements made by way of adjustment) without notice in the event of an extension or shortening of the Floating Rate Interest Period. If the Bonds become due and payable under Conditions 5(b) (*Call options*), 5(c) (*Redemption at the Make-Whole Redemption Amount*) or 5(d) (*Liquidation or similar proceedings*) other than on a Floating Rate Interest Payment Date, the accrued interest and the Floating Rate of Interest payable in respect of the Bonds shall nevertheless continue to be calculated as previously by the Calculation Agent in accordance with this Condition 4 (*Interest and Interest Deferral*) but no publication of the Floating Rate of Interest or the Floating Rate Interest Amount so calculated need be made.

(e) *Change of Control*

If there occurs a Change of Control Event during a Fixed Rate Interest Period (and the Issuer does not elect to redeem the Bonds), each of the Fixed Rate of Interest and in relation to any future Floating Rate Interest Period, the Relevant Margin will be increased by 5.00 per cent. *per annum* as from and including the sixtieth (60th) calendar day following the Change of Control Event Date and until the redemption of the Bonds. If there occurs a Change of Control Event during a Floating Rate Interest Period (and the Issuer does not elect to redeem the Bonds) the Relevant Margin will be increased by 5.00 per cent. *per annum* as from and including the Floating Rate Interest Payment Date immediately following the sixtieth (60th) calendar day following the Change of Control Event Date and until the redemption of the Bonds.

The Issuer shall notify the Fiscal Agent immediately of such increase in the Fixed Rate of Interest and/or the Relevant Margin and shall notify the Bondholders thereof immediately in accordance with Condition 14 (*Notices*).

(f) *Deferral of Interest*

Interest payments shall only be due and payable if the Issuer so elects, in accordance with the provisions of the following paragraphs.

(i) *Optional Interest Payment*

The Issuer may, at any time and at its sole discretion, by giving notice to the Bondholders in accordance with sub-paragraph (iii) below, elect to defer all or part of the payment of interest accrued on the Bonds in respect of any Interest Period. If the Issuer makes such an election, the Issuer shall have no obligation to make such payment and any such non-payment of interest shall not constitute a default of the Issuer or any other breach of obligations under the Bonds.

Any interest in respect of the Bonds which has not been paid at the election of the Issuer in accordance with this paragraph will be deferred and shall constitute "**Outstanding Amounts**" and shall be payable as provided below.

(ii) *Payment of Outstanding Amounts*

Outstanding Amounts (together with interest accrued thereon at the Prevailing Rate) may at the option of the Issuer be paid in whole or in part, at any time, provided that all Outstanding

Amounts (together with interest accrued thereon at the Prevailing Rate) in respect of all Bonds for the time being then outstanding shall become due and payable in whole but not in part on the next Mandatory Settlement Date.

For the purpose hereof:

"Intra-Group Payments" means payments made exclusively between the Issuer and/or one or more of its Subsidiaries.

"Mandatory Settlement Date" means the earliest of:

- (A) the tenth (10th) Business Day following the date on which a Mandatory Settlement Event occurs;
- (B) the next scheduled Interest Payment Date in respect of which the Issuer does not elect to defer interest accrued in respect of the relevant Interest Period;
- (C) the date on which the Issuer or any Subsidiary pays any dividend, other distribution or other payment in respect of any Parity Security;
- (D) the date on which the Issuer or any Subsidiary redeems any Parity Security, or the date falling ten (10) Business Days after the date on which the Issuer or any Subsidiary repurchases or otherwise acquires (in each case directly or indirectly) any Parity Security;
- (E) the date on which the Bonds are redeemed, or the date falling ten (10) Business Days after the date on which the Issuer or any Subsidiary repurchases or otherwise acquires (in each case directly or indirectly) Bonds; or
- (F) the date upon which a judgment is issued by any competent court for the voluntary dissolution or voluntary liquidation of the Issuer for any reason,

provided that:

- (x) in the cases (C) or (D) above no Mandatory Settlement Date occurs if the Issuer or the relevant Subsidiary is obliged under the terms and conditions of such Parity Security to make such payment, such redemption, such repurchase or such other acquisition;
- (y) in the case of (C) above, no Mandatory Settlement Date occurs in respect of any pro rata payment of outstanding amounts on any Parity Securities which is made simultaneously with a pro rata payment of any Outstanding Amounts provided that such pro rata payment of outstanding amounts on a Parity Security is not proportionately more than the pro rata settlement of any such Outstanding Amounts;
- (z) in the cases (D) and (E) above (other than in case of a redemption of the Bond when due in accordance with these Conditions) no Mandatory Settlement Date occurs if the Issuer or the relevant Subsidiary repurchases or

otherwise acquires (in each case directly or indirectly) any Parity Security or any Bonds (in whole or in part) in a public tender offer or public exchange offer at a consideration per Parity Security or, as applicable, per Bond below its par value; and

- (aa) in the cases of (C) and (D) above no Mandatory Settlement Date occurs if the relevant payments on, or in respect of, any Parity Security are Intra- Group Payments.

"Mandatory Settlement Event" means any of the following events:

- (A) the ordinary general meeting of shareholders of the Issuer resolves on the payment of any dividend, other distribution or other payment on any share of any class of the Issuer (other than a dividend, distribution or payment which is made in the form of ordinary shares of the Issuer);
- (B) the Issuer pays any dividend, other distribution or other payment in respect of any Share Capital Security (other than a dividend, distribution or payment which is made in the form of ordinary shares of the Issuer;) or
- (C) the Issuer or any Subsidiary redeems, repurchases or otherwise acquires (in each case directly or indirectly) any Share Capital Security,

provided that the cases (B) and (C) above are subject to the proviso that no Mandatory Settlement Event occurs if and as far as:

- (x) the Issuer is obliged under the terms and conditions of such Share Capital Security to make such payment, such redemption, such repurchase or such other acquisition;
- (y) the Issuer or any Subsidiary repurchases or otherwise acquires (in each case directly or indirectly) any Share Capital Security in connection with the satisfaction by the Issuer or the relevant Subsidiary of the Issuer of its respective obligations under any share buyback programme or warrant programme in force and duly approved by its shareholder's general meeting or any stock option plan or free share allocation plan reserved for directors, officers and/or employees of the Issuer's group, any existing or future liquidity agreement (*contrat de liquidité*) or any associated hedging transaction; or
- (z) the relevant payments on, or in respect of, any Share Capital Securities are Intra-Group Payments.

- (iii) Notice of Deferral and Payment of Outstanding Amounts

Notice of (i) deferral of any interest under the Bonds on any Interest Payment Date and (ii) any date upon which amounts in respect of Outstanding Amounts and/or any interest accrued thereon shall become due and payable shall be given to the Bondholders in accordance with Condition 14 (*Notices*), and the Paying Agents and the Calculation Agent at least five (5) TARGET Business Days, but no more than thirty (30) TARGET Business Days, prior to such Interest Payment Date (in the case of

(i) above) or date (in the case of (ii) above) which notice shall be irrevocable. So long as the Bonds are listed on the Luxembourg Stock Exchange and the rules applicable to such stock exchange so require, notice of any such deferral shall also be given as soon as reasonably practicable to such stock exchange.

(g) *Outstanding Amounts*

Outstanding Amounts will bear interest at the Prevailing Rate from and including the TARGET Business Day falling twelve (12) months after the Interest Payment Date in respect of which such Outstanding Amounts were deferred in accordance with Condition 4(f) (*Deferral of Interest*), to but excluding the date on which such Outstanding Amounts are paid, as the case may be, in accordance with this Condition. Such interest shall accrue and be calculated in accordance *mutatis mutandis* with Condition 4(a) (*General*) and, depending on whether the Prevailing Rate is a Fixed Rate of Interest or a Floating Rate of Interest, in accordance *mutatis mutandis* with Condition 4(c) (*Fixed Rate of Interest*) or 4(d) (*Floating Rate of Interest*).

5. Redemption and Purchase

(a) *No final redemption*

The Bonds are undated obligations in respect of which there is no fixed redemption date and may not be redeemed otherwise than in accordance with this Condition 5 (*Redemption and Purchase*).

(b) *Call options*

(i) General call option of the Issuer

On any day falling within the First Call Period and on any Floating Rate Interest Payment Date hereafter, the Issuer, subject to having given not less than ten (10), and not more than forty-five (45), calendar days' prior notice to the Bondholders (which notice shall be irrevocable) in accordance with Condition 14 (*Notices*), may, at its option redeem all, but not some only, of the Bonds at their principal amount, plus accrued interest, including any amount outstanding thereon (including an amount equal to any Outstanding Amounts, together with interest accrued thereon at the Prevailing Rate). The Luxembourg Stock Exchange will be informed of any such redemption.

(ii) Redemption for taxation reasons

(A) If, by reason of a change in the laws or regulations of the Grand Duchy of Luxembourg or any political subdivision therein or any authority thereof or therein having power to tax, or any change in the application or official interpretation of such laws or regulations (including a judgment by a court of competent jurisdiction), becoming effective on or after the Issue Date, the Issuer would on the occasion of the next payment of principal or interest due in respect of the Bonds, not be able to make such payment without having to pay additional amounts as specified under Condition 7 (*Taxation*) (a "**Gross Up Event**"), the Issuer may, at its option, at any time, subject to having given not more than forty-five (45) nor

less than ten (10) days' prior notice to the Bondholders (which notice shall be irrevocable), in accordance with Condition 14 (Notices), redeem all, but not some only, of the Bonds outstanding at their principal amount, plus accrued interest, including any amount outstanding thereon (including an amount equal to any Outstanding Amounts, together with interest accrued thereon at the Prevailing Rate) provided that the due date for redemption of which notice hereunder may be given shall be no earlier than the latest practicable date on which the Issuer could make payment of principal and interest without withholding or deduction for Luxembourg taxes or, if such date has passed, as soon as practicable thereafter;

- (B) If, by reason of any change in the laws or regulations of the Grand Duchy of Luxembourg, or any political subdivision therein or any authority thereof or therein having power to tax, any change in the application or official interpretation of such laws or regulations (including a judgment by a court of competent jurisdiction), or any other change in the tax treatment of the Bonds, becoming effective on or after the Issue Date, that part of the interest payable by the Issuer in respect of the Bonds that is tax-deductible by the Issuer for Luxembourg corporate income tax purposes is reduced (a "**Tax Deductibility Event**"), the Issuer may, at its option, at any time, subject to having given not more than forty-five (45) nor less than ten (10) days' notice to Bondholders (which notice shall be irrevocable) in accordance with Condition 14 (*Notices*), redeem all, but not some only, of the Bonds outstanding at their Early Redemption Amount, provided that the due date for redemption of which notice hereunder may be given shall be no earlier than the latest practicable date on which the Issuer could make such payment with interest payable being tax deductible for Luxembourg corporate income tax purposes to the same extent as it was before such change in tax treatment of the Bonds.

(iii) Redemption for accounting reasons

If an opinion of a recognized accountancy firm of international standing (acting upon instructions of the Issuer) has been delivered to the Issuer and the Fiscal Agent, stating that the funds raised through the issue of the Bonds may not or will no longer from the implementation date of the relevant new International Financial Reporting Standards ("**IFRS**") or any other accounting standards that may replace IFRS, be recorded as "equity" pursuant to IFRS for the purposes of the annual consolidated financial statements of the Issuer (an "**Accounting Event**"), the Issuer may, at its option, at any time, subject to having given not more than forty-five (45) nor less than ten (10) days' prior notice to the Bondholders (which notice shall be irrevocable), in accordance with Condition 14 (*Notices*), redeem all, but not some only, of the Bonds outstanding at their Early Redemption Amount. The period during which the Issuer may notify the redemption of the Bonds as a result of the occurrence of an Accounting Event shall start on, and include, the earlier of such dates on which the change in the relevant new IFRS rules is

officially announced by the IFRS-IASB board or equivalent board of IFRS-EU or officially adopted or put into practice (the “**Accounting Event Adoption Date**”).

The Accounting Event shall be deemed to have occurred on the Accounting Event Adoption Date notwithstanding any later effective date. For the avoidance of doubt such period shall include any transitional period between the Accounting Event Adoption Date and the date on which it comes into effect.

(iv) **Redemption in the event of a Change of Control Event**

If a Change of Control Event occurs on or after the Issue Date, the Issuer may, subject to having given not more than forty-five (45) nor less than ten (10) days' prior notice to the Bondholders (which notice shall be irrevocable), in accordance with Condition 14 (*Notices*), redeem all, but not some only, of the Bonds outstanding at their principal amount, plus accrued interest, including any amount outstanding thereon (including an amount equal to any Outstanding Amounts, together with interest accrued thereon at the Prevailing Rate) provided that the due date for redemption of which notice hereunder may be given shall be no earlier than the date on which the Fixed Rate of Interest and/or Relevant Margin would be increased in accordance with Condition 4(e) (*Change of Control*) pursuant to the occurrence of the Change of Control Event.

A “**Rating Downgrade**” shall be deemed to have occurred in respect of a Change of Control if the credit rating previously assigned to the senior unsecured long-term credit rating of the Issuer by any Rating Agency is (a) (x) withdrawn or (y) changed from an investment grade rating (Baa3 or BBB-, or its respective equivalent for the time being, or better) to a non-investment grade rating (Ba1 or BB+, or its respective equivalent for the time being, or worse) or (z) if the credit rating previously assigned to the senior unsecured long-term credit rating of the Issuer by any Rating Agency was below an investment grade rating (as described above), lowered by at least one full rating notch (for example, from Ba1 to Ba2 or from BB+ to BB; or its respective equivalent), and (b) such rating is not, promptly upon the Issuer becoming aware of the occurrence of a Change of Control, subsequently reinstated (in the case of a withdrawal) or upgraded (in the case of a downgrade) either to an investment grade credit rating (in the case of (x or y)) or to its earlier credit rating or better (in the case of (z)) by such Rating Agency, provided that a Rating Downgrade otherwise arising by virtue of a particular change in rating shall be deemed not to have occurred in respect of a particular Change of Control if the Rating Agency making the change in credit rating does not publicly announce or publicly confirm that the reduction was the result, in whole or in part, of the Change of Control.

(v) **Redemption in the event of a Rating Methodology Event**

If a Rating Methodology Event shall occur after the Issue Date, then the Issuer may, subject to having given not more than forty-five (45) nor less than ten (10) days' prior notice to the Bondholders (which notice shall be irrevocable), at any time at its option redeem all, but not some only, of the Bonds i) at their Early Redemption Amount.

For the purpose hereof:

"Rating Methodology Event" means that:

- (A) any Rating Agency from which the Issuer has solicited a rating publishes a change in hybrid capital methodology or the interpretation thereof, as a result of which change the Bonds would no longer be eligible (or if the Bonds have been partially or fully re-financed since the Issue Date and are no longer eligible for "equity credit" in part or in full as a result, the Bonds would no longer have been eligible as a result of such change in hybrid capital methodology or the interpretation thereof had they not been re-financed), in whole or in part, for the same or a higher category of "equity credit" or such similar nomenclature as may be used by that Rating Agency from time to time to describe the degree to which the terms of an instrument are supportive of the Issuer's senior obligations, attributed to the Bonds at the date when the equity credit is assigned for the first time by such Rating Agency (a **"Loss in Equity Credit"**); or
- (B) the Issuer has received a written confirmation from any Rating Agency from which the Issuer has solicited a rating, or any such Rating Agency has otherwise published the Loss in Equity Credit, and such confirmation or publication evidences that due to a change in hybrid capital methodology or the interpretation thereof, a Loss in Equity Credit occurred; or
- (C) the length of time the Bonds are assigned a particular level of "equity credit" by that Rating Agency would be shortened as compared to the length of time they would have been assigned that level of "equity credit" by that Rating Agency on the initial issuance of the Bonds.

Before the publication of any notice of redemption pursuant to Conditions 5(b)(ii)(A), 5(b)(ii)(B), 5(b)(ii)(C), 5(b)(iii), 5(b)(iv) or 5(b)(v) the Issuer shall deliver to the Fiscal Agent a certificate signed by a legal representative of the Issuer, stating that the Issuer is entitled to effect such redemption and setting forth a statement of the facts showing that the conditions precedent to the right of the Issuer so to redeem have occurred. The Luxembourg Stock Exchange will be informed of any such redemption which may occur under Conditions 5(b)(ii)(A), 5(b)(ii)(B), 5(b)(ii)(C), 5(b)(iii), 5(b)(iv) or 5(b)(v).

(c) **Redemption at the Make-whole Redemption Amount**

The Issuer will, subject to compliance with all relevant laws and regulations and having given not less than ten (10) nor more than forty-five (45) calendar days' prior notice to the Bondholders in accordance with Condition 14 (*Notices*) (which notice shall be irrevocable), have the option to redeem the Bonds, in whole but not in part, at any time, prior to the First Call Date (the **"Optional Make-whole Redemption Date"**) at their relevant Make-whole Redemption Amount together with any accrued and unpaid interest from the last Interest Payment Date (or as the case may be, the Issue Date) up to, but excluding, the Optional Make-whole Redemption Date and any Outstanding Amounts.

The **"Make-whole Redemption Amount"** will be calculated by the

Make-whole Calculation Agent and will be an amount being the greater of (x) 100 per cent. of the principal amount of the Bonds so redeemed and (y) the sum of the then present values on the Optional Make-whole Redemption Date of the Remaining Scheduled Payments of principal and interest on the Bonds discounted from the Optional Make-whole Redemption Date to the First Call Date on an annual basis (Actual/Actual ISDA) at a rate equal to the Early Redemption Rate plus the Early Redemption Margin (the "**Make-whole Redemption Rate**") (rounded, if necessary, to the nearest second decimal place, with 0.005 being rounded upwards).

If the Reference Benchmark Security is no longer outstanding, a Similar Security will be chosen by the Issuer and provided to the Make-whole Calculation Agent if practicable under the circumstances, at 11.00 a.m. (Central European time (CET)) on the third (3rd) Business Day in Luxembourg preceding the Optional Make-whole Redemption Date.

The determination of any rate or amount by the Make-whole Calculation Agent, the obtaining of each quotation by the Issuer and the making of each determination or calculation by the Make-whole Calculation Agent shall (in the absence of manifest error) be final and binding upon all parties. The Make-whole Calculation Agent shall act as an independent expert and not as agent for the Issuer or the Bondholders.

(d) *Liquidation or similar proceedings*

In accordance with Condition 3 (*Status*), if any judgment is issued by any competent court for the judicial liquidation (*liquidation judiciaire*) of the Issuer or in the event of the voluntary dissolution of the Issuer or if the Issuer is liquidated for any other reason then the Bonds will become immediately due and payable at their principal amount, plus accrued interest, together with any amounts outstanding thereon including an amount equal to any Outstanding Amounts, together with interest accrued thereon at the Prevailing Rate and with accrued interest to the date of redemption.

(e) *Purchases and cancellation*

The Issuer or any of its Subsidiaries, may at any time purchase Bonds in the open market or otherwise and at any price. Such acquired Bonds may be cancelled, held or resold, provided however that all Bonds which are purchased or redeemed by the Issuer will cease to be considered to be outstanding and shall be cancelled and accordingly may not be reissued or sold.

In the event that the Issuer or any of its Subsidiaries has purchased Bonds equal to or in excess of 75 per cent. of the aggregate principal amount of the Bonds initially issued pursuant to this Condition 5(e) (*Purchases and cancellation*) (a "**Substantial Repurchase Event**"), the Issuer may, at its option, at any time subject to having given not more than forty-five (45) nor less than ten (10) days' prior notice to the Bondholders (which notice shall be irrevocable), in accordance with Condition 14 (*Notices*), call and redeem the remaining Bonds (in whole but not in part) at their principal amount, plus accrued interest, together with any amounts outstanding thereon including an amount equal to any Outstanding Amounts (together with interest accrued thereon at the Prevailing Rate).

6. **Payments**

(a) Payments of principal and interest in respect of Bonds represented by a

Global Bond shall be made in the manner specified in the Global Bond. A record of each payment made, distinguishing between payments of principal and payments of interest, shall be recorded *pro rata* upon the instruction of the Paying Agent, in the records held by Clearstream, Luxembourg and/or Euroclear and such registration in the record held by Clearstream, Luxembourg and/or Euroclear shall be evidence that the payment has been made.

- (b) The holder of the Global Bond shall be the only person entitled to receive payments in respect of the Bonds represented by a Global Bond and the Issuer shall be discharged by payment to, or to the account of, the holder of the Global Bond in respect of each amount so paid.
- (c) Each of the persons shown in the records of Clearstream Luxembourg or Euroclear as the beneficial owner of a particular amount of Bonds represented by a Global Bond must look solely to Clearstream, Luxembourg and Euroclear, as the case may be, for his share of each payment so made by the Issuer to or to the account of, the holder of the Global Bond.
- (d) If the date of payment of any amount of principal or interest on a Bond is not a Business Day, the holder thereof shall not be entitled to payment until the next following Business Day (and shall not be entitled to any interest or other payment in respect of such delay).

7. Taxation

All payments of principal and interest in respect of the Bonds by or on behalf of the Issuer shall be made free and clear of, and without withholding or deduction for or on account of, any present or future taxes, duties, assessments or governmental charges of whatever nature imposed, levied, collected, withheld or assessed by or on behalf of the Grand Duchy of Luxembourg or any political subdivision thereof or any authority therein or thereof having power to tax, unless the withholding or deduction of such taxes, duties, assessments or governmental charges is required by law. In that event the Issuer shall pay such additional amounts as will result in receipt by the Bondholders after such withholding or deduction 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 in respect of any Bond presented for payment:

- (a) by or on behalf of a holder which is liable to such taxes, duties, assessments or governmental charges in respect of such Bond by reason of its having or having had some connection with the jurisdiction by which such taxes, duties, assessments or charges have been imposed, levied, collected, withheld or assessed other than the mere holding of the Bond; or
- (b) where such withholding or deduction is imposed on a payment to a Luxembourg resident individual and is required to be made pursuant to Luxembourg law of 23 December 2005, as amended; or
- (c) by or on behalf of a holder who would have been able to avoid such withholding or deduction by presenting the relevant Bond to another Paying Agent in a member state of the European Union; or
- (d) more than thirty (30) days after the Relevant Date except to the extent that the holder of such Bond would have been entitled to such additional amounts on presenting such Bond for payment on the last day of such period of thirty (30) days.

In these Conditions, "**Relevant Date**" means whichever is the later of (1) the date on which

the payment in question first becomes due and (2) if the full amount payable has not been received in a city in which banks have access to the TARGET2 System by the Fiscal Agent on or prior to such due date, the date on which (the full amount having been so received) notice to that effect has been given to the Bondholders.

Any reference in these Conditions to principal or interest shall be deemed to include any additional amounts in respect of principal or interest (as the case may be) which may be payable under this Condition 7 (*Taxation*).

If the Issuer becomes subject at any time to any taxing jurisdiction other than the Grand Duchy of Luxembourg, references in these Conditions to the Grand Duchy of Luxembourg shall be construed as references to the Grand Duchy of Luxembourg and/or such other jurisdiction.

8. Events of Default

There are no events of default in respect of the Bonds.

9. Statute of Limitation

Any actions brought against the Issuer for the payment of principal on the Bonds shall be time barred after ten (10) years from the appropriate Relevant Date.

Any actions brought against the Issuer for the payment of interest on the Bonds shall be time barred after five (5) years from the appropriate Relevant Date. In respect of any Outstanding Amounts, the aforementioned five (5) year period shall only start from the Mandatory Settlement Date.

10. Paying Agent

In acting under the Agency Agreement and in connection with the Bonds, the Paying Agent acts solely as agent of the Issuer and does not assume any obligations towards or relationship of agency or trust for or with any of the Bondholders.

The initial Paying Agent and its initial specified office is listed below. The Issuer reserves the right at any time to vary or terminate the appointment of the Paying Agent and to appoint a successor paying agent.

The specified office of the Paying Agent as at the date hereof is: BNP Paribas, Luxembourg Branch, 60 avenue J.F. Kennedy, L-1855 Luxembourg, Grand Duchy of Luxembourg, Attention: Corporate Trust Services. Notice of any change in the Paying Agent or in its specified office shall promptly be given to the Bondholders.

11. Representation of Bondholders

Bondholders will belong to a masse (the "**Masse**") created, among other things, for the representation of their common interests pursuant to the provisions of the Company Law. The description below is based on the Company Law in effect on the Issue Date. Any subsequent amendments to the relevant provisions of the Company Law may amend or modify the description below. At the time of the issue, one or more representatives of the Bondholders' group (the "**Representatives**") may be appointed by the Issuer or, during the term of the loan, by the general meeting of the Bondholders (the "**Masse Meeting**"). If no Representatives have been appointed, the judge presiding the chamber of the *Tribunal d'Arrondissement* dealing with commercial matters in the district in which the registered office of the Issuer is located, and sitting as in urgency matters, may designate one or more representatives and determine their powers. Where Representatives have been appointed, Bondholders may no longer individually exercise their rights against the Issuer. A Masse Meeting may be called at any time

by the Representatives (if any), the Board of Directors of the Issuer or the internal auditor (*commissaire*) of the Issuer, if any, not including the *réviseur d'entreprise agréé*. The Representatives, provided an advance on expenses has been paid to them, the Board of Directors, or the internal auditor (*commissaire*) of the Issuer, if any, must convene the Masse Meeting if called upon to do so by Bondholders representing five (5) per cent. or more of the Bonds outstanding. All Masse Meetings shall be held at the place specified in the notice calling the meeting and such notice must be published. All Bondholders have the right to attend and vote at the Masse Meeting either personally or by proxy. The voting rights attached to the Bonds are equal to the proportion of the principal amount of the outstanding Bonds represented by the principal amount of the Bond or Bonds held by the relevant holder. A Masse Meeting may be called in the event of a merger involving the Issuer, may approve certain changes in the rights of the Bondholders and may, generally, determine any measures designed to ensure the defence of interests or the exercise of the rights of the Bondholders in accordance with the provisions of the Company Law. A Masse Meeting may deliberate validly without a quorum and by vote of a simple majority of Bondholders attending or represented at such Masse Meeting on the appointment and revocation of the Representatives, the revocation of special representatives appointed by the Issuer and the approval of any measures of a conservatory nature in the general interests of the Bondholders. On all other matters the Masse Meeting may deliberate validly on first convocation only if Bondholders present or represented hold at least fifty (50) per cent. of the Bonds then outstanding. If this requirement is not met, a new Masse Meeting must be called for by convening notices to be published in accordance with the Company Law prior to the second Masse Meeting. On second convocation no quorum is required. Decisions at such meetings shall be taken by a majority of sixty six and two-third ($66 \frac{2}{3}$) per cent. of the votes cast by Bondholders attending such meetings or represented thereat. More generally, the Bondholders shall be represented, and general meetings of the Bondholders shall be organised in accordance with the provisions of articles 470-3 to 470-19 of the Company Law.

12. Minor Amendments and Corrections

The Issuer and the Paying Agent may, without the consent of the Bondholders, amend:

- (a) the Agency Agreement regarding provisions not detrimental to the Bondholders, or
- (b) the Conditions or the Agency Agreement with regard to any amendment to the format, minor amendments or amendments of a purely technical nature or to correct manifest errors.

Such amendments shall be enforceable against Bondholders and shall be notified to the Bondholders as soon as possible in accordance with Condition 14 (*Notices*).

13. Further Issues

The Issuer may from time to time, without the consent of the Bondholders, create and issue further bonds having the same terms and conditions as the Bonds in all respects (or in all respects except for the first payment of interest, the issue price and the issue date) so as to form a single series with the Bonds.

14. Notices

Any notice to the Bondholders will be valid if delivered to Bondholders through Euroclear or Clearstream Luxembourg. Any such notice shall be deemed to have been given on the date of such delivery.

15. Governing Law and Jurisdiction

- (a) *Governing law*: The Bonds and these Conditions and any non-contractual obligations arising out of or in connection with the Bonds and these Conditions are governed by Luxembourg law.
- (b) *Jurisdiction*: The courts of Luxembourg have exclusive jurisdiction to settle any dispute arising out of or in connection with the Bonds and these Conditions (including any non- contractual obligation arising out of or in connection with the Bonds and these Conditions).

The following paragraphs in italics do not form part of the Terms and Conditions of the Bonds.

Considerations regarding redemption and repurchase of the Bonds:

Up to and including the date which falls 5 years after the First Reset Date, the Issuer intends that it will (but is not obliged to) redeem or repurchase the Bonds only to the extent that the Bonds are replaced with instrument(s) which provide at least an equivalent quantum of Fitch equity credit (or such similar nomenclature used by Fitch from time to time) at the time of sale or issuance of such instruments (but taking into account any changes in hybrid capital methodology or another relevant methodology or the interpretation thereof since the issuance of the relevant instruments), unless:

- (i) the Bonds do not provide meaningful balance sheet support as assessed by Fitch; or*
- (ii) the Bonds are redeemed pursuant to a Rating Methodology Event, a Tax Deductibility Event, a Gross-Up Event, an Accounting Event or a Change of Control Event or if a Substantial Repurchase Event has occurred and some or all of the Bonds left outstanding are redeemed or purchased; or*
- (iii) such redemption or repurchase is made in any other circumstance where redemption or repurchase without replacement is consistent with Fitch's assessment criteria.*

The intention above does not provide for any claim for Bondholders nor does it create any legal obligation for the Issuer.

OVERVIEW OF PROVISIONS RELATING TO THE BONDS IN GLOBAL FORM

The Bonds will initially be in the form of a temporary global bond (the "**Temporary Global Bond**") which will be deposited on or around the Closing Date with a common safekeeper for Euroclear and Clearstream, Luxembourg.

The Bonds will be issued in new global Bond ("**NGN**") form. On 13 June 2006 the European Central Bank (the "**ECB**") announced that Bonds in NGN form are in compliance with the "Standards for the use of EU securities settlement systems in ESCB credit operations" of the central banking system for the euro (the "**Eurosystem**"), **provided that** certain other criteria are fulfilled. At the same time the ECB also announced that arrangements for Bonds in NGN form will be offered by Euroclear and Clearstream, Luxembourg as of 30 June 2006 and that debt securities in global bearer form issued through Euroclear and Clearstream, Luxembourg after 31 December 2006 will only be eligible as collateral for Eurosystem operations if the NGN form is used.

Although the Bonds are in NGN form, this does not mean that they will necessarily satisfy the Eurosystem eligibility criteria - that is be recognised as eligible collateral for Eurosystem monetary policy and intra-day credit operations by the Eurosystem either upon issue or at any or all times during their life. The Bonds are intended to be held in a manner which would allow Eurosystem eligibility.

The Temporary Global Bond will be exchangeable in whole or in part for interests in a permanent global bond (the "**Permanent Global Bond**") not earlier than forty (40) days after the Issue Date upon certification as to non-U.S. beneficial ownership. No payments will be made under the Temporary Global Bond unless exchange for interests in the Permanent Global Bond is improperly withheld or refused. In addition, interest payments in respect of the Bonds cannot be collected without such certification of non-U.S. beneficial ownership.

The Permanent Global Bond will become exchangeable in whole, but not in part, for Bonds in definitive form ("**Definitive Bonds**") in the denomination of Euro 100,000 each at the request of the bearer of the Permanent Global Bond if Euroclear or Clearstream, Luxembourg is closed for business for a continuous period of fourteen (14) days (other than by reason of legal holidays) or announces an intention permanently to cease business.

So long as the Bonds are represented by the Temporary Global Bond or the Permanent Global Bond and the relevant clearing system(s) so permit, the Bonds will be tradeable only in the minimum authorised denomination of Euro 100,000 and higher integral multiples of Euro 1,000, notwithstanding that no Definitive Bonds will be issued with a denomination above Euro 199,000.

Whenever the Permanent Global Bond is to be exchanged for Definitive Bonds, the Issuer shall procure the prompt delivery (free of charge to the bearer) of such Definitive Bonds, duly authenticated and with coupons attached, in an aggregate principal amount equal to the principal amount of the Permanent Global Bond to the bearer of the Permanent Global Bond against the surrender of the Permanent Global Bond to or to the order of the Fiscal Agent within thirty (30) days of the bearer requesting such exchange.

In addition, the Temporary Global Bond and the Permanent Global Bond will contain provisions which modify the Terms and Conditions of the Bonds. The following is an overview of certain of those provisions:

Payments: All payments in respect of the Temporary Global Bond and the Permanent Global Bond will be made against presentation and (in the case of payment of principal in full with all interest accrued thereon) surrender of the Temporary Global Bond or (as the case may be) the Permanent Global Bond to or to the order of any Paying Agent and will be effective to satisfy and discharge the corresponding liabilities of the Issuer in respect of the Bonds. On each occasion on which a payment of principal or interest is made in respect of the Temporary Global Bond or (as the case may be) the Permanent Global Bond, the Issuer shall procure that the payment is entered *pro rata* in the records of Euroclear and Clearstream Luxembourg.

Payments on business days: In the case of all payments made in respect of the Temporary Global Bond

and the Permanent Global Bond "**business day**" means any day on which the TARGET2 System is open.

Notices: Notwithstanding Condition 14 (*Notices*), while all the Bonds are represented by the Permanent Global Bond (or by the Permanent Global Bond and/or the Temporary Global Bond) and the Permanent Global Bond is (or the Permanent Global Bond and/or the Temporary Global Bond are) deposited with a common safekeeper for Euroclear and Clearstream Luxembourg, notices to Bondholders may be given by delivery of the relevant notice to Euroclear and Clearstream Luxembourg and, in any case, such notices shall be deemed to have been given to the Bondholders in accordance with Condition 14 (*Notices*) on the date of delivery to Euroclear and Clearstream Luxembourg, except that, for so long as such Bonds are admitted to trading on the Luxembourg Stock Exchange and it is a requirement of applicable law or regulations, such notices will be published on the date of such mailing in a leading newspaper having general circulation in Luxembourg (which will be expected to be *Luxemburger Wort*) or published on the website of the Luxembourg Stock Exchange (www.bourse.lu).

USE OF PROCEEDS

The net proceeds of the issue of the Bonds will be used by the Issuer to fund its general corporate purposes.

DESCRIPTION OF THE ISSUER

Information contained in the Issuer's 2021 Annual Report relating to the description of the Issuer shall be deemed to be incorporated by reference into, and form part of, this Prospectus by way of the cross-reference table under the Section entitled "Information Incorporated by Reference".

The Issuer was incorporated under the form of a French *société à responsabilité limitée* under a private seal dated 1 April 1989. The Issuer was then converted into a French *société anonyme* on 16 February 1994 and into a *société européenne* on 2 May 2007. The registered office of the Issuer was moved into the Grand Duchy of Luxembourg at 23, Val Fleuri, L-1526, Luxembourg, with effect as of 30 March 2012. The telephone number of the Issuer is + 352 26 185 320.

The Issuer is a leading provider of analytical services with over 800 laboratories and over 50,000 staff in more than 50 countries working across markets, continents and industries to carry out testing to improve health and safety. Our experts meticulously apply scientific principles to ensure that the food we eat, the air we breathe, the medicines we need and the products we use are safe. Eurofins performs more than 450 million tests each year to evaluate the safety, identity, composition, authenticity, origin, traceability, and purity of biological substances and products, as well as providing innovative clinical diagnostic testing services. Our portfolio of more than 200,000 analytical testing methods supports our mission of "Testing for Life".

Eurofins is a global leader in food, environment, pharmaceutical and cosmetic product testing and in AgroSciences Contract Research Organisation services. Eurofins is also one of the market leaders in certain testing and laboratory services for genomics, discovery pharmacology, forensics, advanced material sciences and in the support of clinical studies. The Group benefits from an emerging global presence in BioPharmaceutical Contract Development and Manufacturing Organisations and a rapidly developing presence in highly specialised and molecular clinical diagnostic testing and in-vitro diagnostic products.

Eurofins' services are important for the health and safety of people and the planet. The Group's continued investment to become a fully digital company and maintain a network of state-of-the-art laboratories and equipment support its objective to provide customers with high-quality services, innovative solutions and accurate results in the best possible Turn Around Time (TAT). Eurofins is ideally positioned to support its clients' increasingly stringent quality and safety standards and the increasing demands of regulatory authorities as well as the requirements of healthcare practitioners around the world.

In 2020 and 2021, Eurofins helped provide reagents, testing products and services to over 20 million patients monthly who may have been impacted by the COVID-19 and directly supported healthcare professionals working on the front line to fight the virus. The Group has established widespread PCR testing capabilities and has carried out over 15 million tests in its own laboratories. Eurofins is also supporting vaccine and pharmaceutical product developers in their race to develop novel treatments for the virus and has launched SAFER@WORK™ testing, monitoring and consulting programmes to help companies set up advanced risk management protocols to limit the impact of COVID-19 on the workplace.

Eurofins has achieved strong growth since its inception and its strategy is to continue expanding its technology portfolio and its geographic reach. Through R&D and acquisitions, the Group draws on the latest developments in the field of biotechnology and analytical chemistry to offer its clients unique analytical solutions.

It is to be noted that any statements regarding the Issuer's competitive position contained in this Prospectus and included in the documents incorporated by reference, are based on the Issuer's estimates.

TAXATION

The following is a general description of certain Luxembourg tax considerations relating to the Bonds and the Issuer. It does not purport to be a complete analysis of all tax considerations relating to the Bonds or the Issuer, whether in those countries or elsewhere. Prospective purchasers of Bonds should consult their own tax advisers as to the consequences under the tax laws of the country of which they are resident for tax purposes and the tax laws of Luxembourg of acquiring, holding and disposing of Bonds and receiving payments of interest, principal and/or other amounts under the Bonds. This overview is based upon the law as in effect on the date of this Prospectus and is subject to any change in law that may take effect after such date.

Also investors should note that the appointment by an investor in Bonds, or any person through which an investor holds Bonds, of a custodian, collection agent or similar person in relation to such Bonds in any jurisdiction may have tax implications. Investors should consult their own tax advisers in relation to the tax consequences for them of any such appointment.

Luxembourg

The following information is of a general nature only and is based on the laws presently in force in Luxembourg, though it is not intended to be, nor should it be construed to be, legal or tax advice. Prospective investors in the Bonds should therefore consult their own professional advisers as to the effects of state, local or foreign laws, including Luxembourg tax law, to which they may be subject.

Please be aware that the residence concept used under the respective headings below applies for Luxembourg income tax assessment purposes only. Any reference in the present section to a tax, duty, levy, impost or other charge or withholding of a similar nature, or to any other concepts, refers to Luxembourg tax law and/or concepts only. Also, please note that a reference to Luxembourg income tax encompasses corporate income tax (*impôt sur le revenu des collectivités*), municipal business tax (*impôt commercial communal*), a solidarity surcharge (*contribution au fonds pour l'emploi*), as well as personal income tax (*impôt sur le revenu*) generally. Investors may further be subject to net wealth tax (*impôt sur la fortune*) as well as other duties, levies or taxes. Corporate income taxes, municipal business tax, as well as the solidarity surcharge invariably apply to most corporate taxpayers resident in Luxembourg for tax purposes. Individual taxpayers are generally subject to personal income tax and the solidarity surcharge. Under certain circumstances, where an individual taxpayer acts in the course of the management of a professional or business undertaking, municipal business tax may apply as well.

CORPORATE INCOME TAXATION OF THE ISSUER

The Issuer is a regular fully taxable company in Luxembourg and liable to corporate income tax and municipal business tax at the applicable rate (i.e. 24.94% for Luxembourg City for 2022). In this respect, any income recognised by the Issuer under Luxembourg GAAP should be fully taxable (unless a specific exemption applies) where concurrent expenses (e.g. operating expenses or interest accrued under the Bonds) are tax deductible provided that they are (i) in line with market conditions, (ii) incurred exclusively by the business of the Issuer, (iii) not related to tax exempt income and (iv) not subject to the restrictions derived from the ATAD (see below) or the Luxembourg law dated 10 February 2021 as regards interest due to related entities established in a country or territory included on the EU list of non-cooperative jurisdictions for tax purposes.

On 18 December 2018 and on 20 December 2019, Luxembourg transposed respectively the EU Council Directive 2016/1164 laying down rules against tax avoidance practices that directly affect the functioning of the internal market into Luxembourg domestic law, and the EU Council Directive 2017/952 amending EU Council Directive 2016/1164 as regards hybrid mismatches with third countries into Luxembourg domestic law (the "ATAD").

According to the ATAD, the tax deduction of interest expenses incurred by the Issuer may be denied if (i) the Issuer has exceeding borrowings costs (i.e. tax-deductible borrowing costs that are in excess of the taxable interest income and other economically equivalent taxable income of the Issuer) and (ii) such exceeding borrowing costs are higher than (a) 30 % of the Issuer's EBITDA and (b) Euro 3 million.

Furthermore, the tax deductions of payments made by the Issuer may also be denied under the ATAD if

(i) such payments are not included in the taxable base of the ultimate recipient/beneficiary as a result of a hybrid mismatch and (ii) (a) the ultimate recipient/beneficiary of the payment and the Issuer are associated enterprises or (b) the ultimate recipient/beneficiary and the Issuer have concluded a structured arrangement which entails this hybrid mismatch.

The absence of tax deduction of interest expenses incurred and/or payments made by the Issuer could therefore result in an increase of the taxable base of the Issuer.

The exact impact of the above-mentioned rules would need to be monitored on a regular basis, notably in the light of any future guidance from the Luxembourg tax authorities.

TAXATION OF THE HOLDERS OF BONDS

Withholding Tax

(i) *Non-resident holders of Bonds*

Under Luxembourg general tax laws currently in force, there is no withholding tax on payments of principal, premium or interest made to non-resident Bondholders, nor on accrued but unpaid interest in respect of the Bonds, nor is any Luxembourg withholding tax payable upon redemption or repurchase of the Bonds held by non-resident Bondholders.

(ii) *Resident holders of Bonds*

Under Luxembourg general tax laws currently in force and subject to the law of 23 December 2005, as amended (the "**Relibi Law**"), there is no withholding tax on payments of principal, premium or interest made to Luxembourg resident Bondholders, nor on accrued but unpaid interest in respect of Bonds, nor is any Luxembourg withholding tax payable upon redemption or repurchase of Bonds held by Luxembourg resident Bondholders.

Under the Relibi Law, payments of interest or similar income made or ascribed by a paying agent established in Luxembourg to or for an immediate benefit of an individual beneficial owner who is a resident of Luxembourg will be subject to a withholding tax of currently 20 per cent. Such withholding tax will be in full discharge of income tax if the beneficial owner is an individual acting in the course of the management of his/her private wealth. Responsibility for the withholding of the tax will be assumed by the Luxembourg paying agent. Payment of interest under the Bonds coming within the scope of the Relibi Law will be subject to a withholding tax at a rate of currently 20 per cent.

Income Taxation

(i) *Non-resident Bondholders*

A non-resident Bondholder, not having a permanent establishment or permanent representative in Luxembourg to which/whom such Bonds are attributable, is not subject to Luxembourg income tax on interest accrued or received, redemption premiums or issue discounts, under the Bonds. A gain realised by such non-resident Bondholders on the sale or disposal, in any form whatsoever, of the Bonds is further not subject to Luxembourg income tax.

A non-resident corporate Bondholders or an individual Bondholders acting in the course of the management of a professional or business undertaking, who has a permanent establishment or permanent representative in Luxembourg to which or to whom such Bonds are attributable, is subject to Luxembourg income tax on interest accrued or received, redemption premiums or issue discounts, under the Bonds and on any gains realised upon the sale or disposal, in any form whatsoever, of the Bonds.

(ii) Resident Bondholders

Bondholders who are residents of Luxembourg will not be liable for any Luxembourg income tax on repayment of principal.

(a) Luxembourg resident corporate Bondholders

A corporate Bondholder must include any interest accrued or received, any redemption premium or issue discount, as well as any gain realised on the sale or disposal, in any form whatsoever, of the Bonds, in its taxable income for Luxembourg income tax assessment purposes.

A corporate Bondholder that is governed by the law of 11 May 2007 on family estate management companies, as amended, or by the law of 17 December 2010 on undertakings for collective investment, as amended, or by the law of 13 February 2007 on specialised investment funds, as amended, or by the law of 23 July 2016 on reserved alternative investment funds and which does not fall under the special tax regime set out in article 48 thereof is neither subject to Luxembourg income tax in respect of interest accrued or received, any redemption premium or issue discount, nor on gains realised on the sale or disposal, in any form whatsoever, of the Bonds.

(b) Luxembourg resident individual Bondholders

An individual Bondholder, acting in the course of the management of his/her private wealth, is subject to Luxembourg income tax at progressive rates in respect of interest received, redemption premiums or issue discounts, under the Bonds, except if (i) withholding tax has been levied on such payments in accordance with the Relibi Law, or (ii) the individual Bondholder has opted for the application of a 20 per cent. tax in full discharge of income tax in accordance with the Relibi Law, which applies if a payment of interest has been made or ascribed by a paying agent established in a EU Member State (other than Luxembourg), or in a Member State of the European Economic Area (other than a EU Member State). A gain realised by an individual Bondholder, acting in the course of the management of his/her private wealth, upon the sale or disposal, in any form whatsoever, of Bonds is not subject to Luxembourg income tax, provided this sale or disposal took place more than six months after the Bonds were acquired. However, any portion of such gain corresponding to accrued but unpaid interest income is subject to Luxembourg income tax, except if tax has been levied on such interest in accordance with the Relibi Law.

An individual Bondholder acting in the course of the management of a professional or business undertaking must include this interest in its taxable basis. If applicable, the tax levied in accordance with the Relibi Law will be credited against his/her final tax liability.

Net Wealth Taxation

A corporate Bondholder, whether it is a resident of Luxembourg for tax purposes or, if not, it maintains a permanent establishment or a permanent representative in Luxembourg to which/whom such Bonds are attributable, is subject to Luxembourg wealth tax on such Bonds, except if the Bondholder is governed by the law of 11 May 2007 on family estate management companies, as amended, by the law of 17 December 2010 on undertakings for collective investment, as amended, by the law of 13 February 2007 on specialised investment funds, as amended, by the law of 23 July 2016 on reserved alternative investment funds, or is a securitisation company governed by the law of 22 March 2004 on securitisation, as amended, or is a capital company governed by the law of 15 June 2004 on venture capital vehicles, as amended, or is a pension-saving company or a pension-saving association, both governed by the law of 13 July 2005, as amended.

An individual Bondholder, whether he/she is a resident of Luxembourg or not, is not subject to Luxembourg wealth tax on such Bonds.

However, please note that securitisation companies governed by the law of 22 March 2004 on securitisation, as amended, or capital companies governed by the law of 15 June 2004 on venture capital vehicles, as amended, or pension-saving companies and pension-saving associations, both governed by the law of 13 July 2005, as amended, or reserved alternative investment funds governed by the law of 23 July 2016 and which fall under the special tax regime set out under

article 48 thereof remain subject to minimum net wealth tax.

This minimum net wealth tax amounts to Euro 4,815, if the relevant corporate Bondholder holds assets such as fixed financial assets, receivables owed to affiliated companies, transferable securities, postal checking accounts, checks and cash, in a proportion that exceeds 90 % of its total balance sheet value and if the total balance sheet value of these very assets exceeds Euro 350,000. Alternatively, if the relevant Bondholder holds 90% or less of financial assets or if those financial assets do not exceed Euro 350.000, a minimum net wealth tax varying between Euro 535 and Euro 32,100 would apply depending on the size of its balance sheet.

Other Taxes

In principle, neither the issuance nor the transfer, repurchase or redemption of Bonds will give rise to any Luxembourg registration tax or similar taxes.

However, a fixed or ad valorem registration duty may be due upon the registration of the Bonds in Luxembourg in the case where the Bonds are either (i) attached as an annex to an act (*annexés à un acte*) that itself is subject to mandatory registration or (ii) deposited in the minutes of a notary (*déposés au rang des minutes d'un notaire*) or (iii) registered on a voluntary basis.

Where a Bondholder is a resident of Luxembourg for tax purposes at the time of his/her death, the Bonds are included in his/her taxable estate for inheritance tax assessment purposes.

Gift tax may be due on a gift or donation of Bonds if embodied in a Luxembourg deed passed in front of a Luxembourg notary or recorded in Luxembourg.

Residence

A Bondholder will not become resident, or deemed to be resident, in Luxembourg by reason only of the holding of such Bond or the execution, performance, delivery and/or enforcement of that or any other Bond.

Common Reporting Standard

The Organisation for Economic Co-operation and Development has developed a new global standard for the annual automatic exchange of financial information between tax authorities (the "**CRS**"). The CRS has been implemented into Luxembourg domestic law via the law dated 18 December 2015 concerning the automatic exchange of information on financial accounts and tax matters and implementing the EU Directive 2014/107/EU. The regulation may impose obligations on the Issuer and its shareholder / Bondholders, if the Issuer is actually regarded as a reporting Financial Institution under the CRS law, so that the latter could be required to conduct due diligence and obtain (among other things) confirmation of the tax residency (through the issuance of self-certifications forms by the Bondholders), tax identification number and CRS classification of the holders of Bonds in order to fulfil its own legal obligations pursuant to the CRS law

Investors should contact their own tax advisers regarding the application of CRS to their particular circumstances.

SUBSCRIPTION AND SALE

BofA Securities Europe SA, HSBC Continental Europe, Intesa Sanpaolo S.p.A. and MUFG Securities (Europe) N.V. as Global Coordinators and Joint Lead Managers (the "**Global Coordinators**") and KBC Bank NV as Active Bookrunner and Joint Lead Manager (the "**Active Bookrunner**", together with the Global Coordinators, the "**Joint Lead Managers**") have, in a subscription agreement dated 20 January 2023 (the "**Subscription Agreement**") and made between the Issuer and the Joint Lead Managers upon the terms and subject to the conditions contained therein, jointly and severally agreed to subscribe for the Bonds at their issue price of 99.498 per cent. of their principal amount plus any accrued interest in respect thereof and less any applicable commission. The Issuer has also agreed to reimburse the Joint Lead Managers for certain of their expenses incurred in connection with the management of the issue of the Bonds. The Joint Lead Managers are entitled in certain circumstances to be released and discharged from their obligations under the Subscription Agreement prior to the closing of the issue of the Bonds.

General

Each Joint Lead Manager has represented, warranted and agreed (severally, but not jointly) that it has, to the best of its knowledge, complied and will comply with all applicable laws and regulations in each country or jurisdiction in which it purchases, offers, sells or delivers Bonds or possesses, distributes or publishes this Prospectus or any other offering material relating to the Bonds. Persons into whose hands this Prospectus comes are required by the Issuer and the Joint Lead Managers to comply with all applicable laws and regulations in each country or jurisdiction in which they purchase, offer, sell or deliver Bonds or possess, distribute or publish this Prospectus or any other offering material relating to the Bonds, in all cases at their own expense.

Prohibition of Sales to EEA Retail Investors

Each Joint Lead Manager has represented and agreed that it has not offered, sold or otherwise made available and will not offer, sell or otherwise make available the Bonds to any retail investor in the EEA. For the purposes of this provision the expression "retail investor" means a person who is one (or both) of the following: (i) a retail client as defined in point (11) of Article 4(1) of MiFID II and/or (ii) a customer within the meaning of the Insurance Mediation 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 UK Retail Investors

Each Joint Lead Manager has represented and agreed that it has not offered, sold or otherwise made available and will not offer, sell or otherwise make available the Bonds to any retail investor in the United Kingdom. For the purposes of this provision, the expression "retail investor" means a person who is one (or both) of the following: (i) a retail client as defined in point (8) of Article 2 of Regulation (EU) No 2017/565 as it forms part of domestic law by virtue of the EUWA; or (ii) a customer the meaning of the provisions of the FSMA and any rules or regulations made under the FSMA to implement the Insurance Directive, where that customer would not qualify as a professional client, as defined in point (8) of Article 2(1) of Regulation (EU) No 600/2014 as it forms part of domestic law by virtue of the EUWA.

United Kingdom

Each Joint Lead Manager has represented, warranted and undertaken that:

- (a) it has only communicated or caused to be communicated and will only communicate or cause to be communicated an invitation or inducement to engage in investment activity (within the meaning of Section 21 of the FSMA) received by it in connection with the issue or sale of the Bonds in circumstances in which Section 21(1) of the FSMA does not apply to the Issuer; and
- (b) it has complied and will comply with all applicable provisions of the FSMA with respect to anything done by it in relation to the Bonds in, from or otherwise involving the United Kingdom.

United States of America

The Bonds have not been and will not be registered under the Securities Act or any state securities laws

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 or in a transaction not subject to the registration requirements of the Securities Act and applicable state securities laws. Terms used in this paragraph have the respective meanings given to them by Regulation S.

Each Joint Lead Manager has agreed that, except as permitted by the Subscription Agreement, it will not offer, sell or deliver the Bonds, (a) as part of their distribution at any time or (b) otherwise, until forty (40) days after the later of the commencement of the offering and the issue date of the Bonds, within the United States or to, or for the account or benefit of, U.S. persons except in accordance with Rule 903 of Regulation S. Accordingly, neither the Joint Lead Managers nor any of their respective affiliates, nor any persons acting on their behalf, have engaged or will engage in any directed selling efforts with respect to the Bonds, and the Joint Lead Managers, their respective affiliates and all persons acting on their behalf have complied and will comply with the offering restrictions requirement of Regulation S. Each Joint Lead Manager has agreed that, at or prior to confirmation of sale of the Bonds, it will have sent to each distributor, dealer or person receiving a selling concession, fee or other remuneration that purchases the Bonds from it during the distribution compliance period a confirmation or other notice setting forth the restrictions on offers and sales of the Bonds within the United States or to, or for the account or benefit of, U.S. persons.

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

France

Each Joint Lead Manager has represented and agreed that it has only offered or sold, and will only offer or sell, directly or indirectly, the Bonds in France to qualified investors (*investisseurs qualifiés*) as referred to in Article L.411-2 of the French *Code monétaire et financier* and defined in Article 2(e) of Regulation (EU) 2017/1129 of the European Parliament and of the Council of 14 June 2017, as amended (the "**Prospectus Regulation**"), and it has only distributed or caused to be distributed, and will only distribute or cause to be distributed in France to such qualified investors, this Prospectus, or any other offering material relating to the Bonds.

Italy

The offering of the Bonds has not been registered with the *Commissione Nazionale per le Società e la Borsa* ("**CONSOB**") pursuant to Italian securities legislation. Each Joint Lead Manager has represented and agreed that, save as set out below, it has not offered or sold, and will not offer or sell, any Bonds in the Republic of Italy in an offer to the public and that sales of the Bonds in the Republic of Italy shall be effected in accordance with all Italian securities, tax and exchange control and other applicable laws and regulation.

Accordingly, each of the Joint Lead Manager has represented and agreed that it will not offer, sell or deliver any Bonds or distribute copies of this Prospectus and any other document relating to the Bonds in the Republic of Italy except:

- (1) to "qualified investors", as defined in the Prospectus Regulation; or
- (2) in any other circumstances where an express exemption from compliance with the offer restrictions applies, as provided under the Prospectus Regulation, Decree No. 58 or Regulation No. 11971.

Any such offer, sale or delivery of the Bonds or distribution of copies of this Prospectus or any other document relating to the Bonds in the Republic of Italy must be:

- (a) made by investment firms, banks or financial intermediaries permitted to conduct such activities in the Republic of Italy in accordance with Legislative Decree No. 385 of 1 September 1993, as amended, Legislative Decree No. 58 of 24 February 1998, CONSOB Regulation No. 20307 of 15 February 2018, as amended and any other applicable laws and regulations;

- (b) in compliance with Article 129 of Legislative Decree No. 385 of 1 September 1993, as amended, pursuant to which the Bank of Italy may request information on the issue or the offer of securities in the Republic of Italy and the relevant implementing guidelines of the Bank of Italy issued on 25 August 2015 (as amended on 10 August 2016 and 2 November 2020); and
- (c) in compliance with any other applicable notification requirement or limitation which may be imposed by CONSOB or the Bank of Italy.

Belgium

Each Joint Lead Manager has represented and agreed that it has not advertised, offered, sold or delivered and will not advertise, offer, sell or deliver, directly or indirectly, Bonds to any Belgian Consumers, and has not distributed or caused to be distributed and will not distribute or cause to be distributed, any prospectus, memorandum, information circular, brochure or any similar documents in relation to the Bonds, directly or indirectly, to any Belgian Consumer. For these purposes, a "**Belgian Consumer**" has the meaning provided by the Belgian Code of Economic Law, as amended from time to time (*Wetboek van 28 februari 2013 van economisch recht/Code du 28 février 2013 de droit économique*), being any natural person resident or located in Belgium and acting for purposes which are outside his/her trade, business or profession.

GENERAL INFORMATION

Authorisation

1. The creation and issue of the Bonds has been authorised by a resolution of the *Conseil d'administration* of the Issuer dated 13 January 2023.

Legal and Arbitration Proceedings

2. Except as disclosed on pages 237 and 238 (2.36. Contingencies) of the 2021 Annual Report and on page 41 (3.8 Contingencies) of the 2022 Half Year Report, there are no governmental, legal or arbitration proceedings, (including any such proceedings which are pending or threatened, of which the Issuer is aware), which may have, or have had during the 12 months prior to the date of this Prospectus, a significant effect on the financial position or profitability of the Issuer or the Group.

Significant/Material Changes

3. Since 31 December 2021 there has been no material adverse change in the prospects of the Issuer.
4. Since 30 June 2022 there has been no significant change in the financial performance or financial position of the Issuer and its Group.

Auditors

5. The financial statements of the Issuer for the years ended 31 December 2020 and 31 December 2021 have been audited without qualification by Deloitte Audit, Société à responsabilité limitée, 20 Boulevard de Kockelscheuer, L-1821 Luxembourg, Grand-Duchy of Luxembourg. Deloitte Audit, Société à responsabilité limitée is a member of the “*Institut des Réviseurs d'Entreprises*” in Luxembourg.

Documents on Display

6. Copies of the following documents may be inspected on the website of the Luxembourg Stock Exchange (www.bourse.lu) and on the website of the Issuer (www.eurofins.com) for 12 months from the date of this Prospectus:
 - (a) a restated version of the articles of association of the Issuer; and
 - (b) the Prospectus (which will be available on the website for 10 years from the date of the Prospectus).

Material Contracts

7. The Issuer has not entered into any material contract not entered into in the ordinary course of its business, which could result in the Issuer or any member of the Group being under an obligation or entitlement that is material to the ability of the Issuer to meet its obligations in respect of the Bonds.

Yield

8. On the basis of the issue price of the Bonds of 99.498 per cent. of their principal amount, the gross real yield of the Bonds during the Fixed Rate Interest Period is 6.875 per cent. on an annual basis.

Legend Concerning US Persons

9. The Bonds and any coupons appertaining thereto will bear a legend to the following effect: "Any United States person who holds this obligation will be subject to limitations under the United

States income tax laws, including the limitations provided in Sections 165(j) and 1287(a) of the Internal Revenue Code."

ISIN and Common Code

10. The Bonds have been accepted for clearance through Euroclear and Clearstream, Luxembourg. The International Securities Identification Number ("ISIN") is XS2579480307 and the common code is 257948030.

Admission to trading of the Bonds on the Luxembourg Stock Exchange – Expenses and Estimated net amount of proceeds from the Bonds

11. The total expenses related to the listing and admission to trading of the Bonds are estimated to be Euro 9,000.
12. The net amount of proceeds from the Bonds are estimated to be Euro 595,308,000.

Potential Conflict of Interest

13. The Issuer certifies that, to the best of its knowledge, there are no potential conflicts of interests between any duties owed to the Issuer by members of its board of directors (*conseil d'administration*), and their private interests or other duties.
14. The Issuer certifies that, to the best of its knowledge, there are no potential conflicts of interests between any duties owed to the Issuer by parties involved in the issue (such as advisors, financial intermediaries and experts), and their private interests or other duties.

Material Interest

15. Save for any fees payable to the Joint Lead Managers, as far as the Issuer is aware, no person involved in the offer of the Bonds has an interest material to the issue.

Share Capital

16. As at 31 December 2022, the share capital of the Issuer is Euro 1,927,395.83 represented by 192,739,583 ordinary shares having a nominal value of 1 cent, each.

Legal Entity Identifier

17. The Legal Entity Identifier (LEI) of the Issuer is 529900JEHFM47DYY3S57.

REGISTERED OFFICE OF THE ISSUER

Eurofins Scientific S.E.
23, Val Fleuri
L-1526 Luxembourg
Grand Duchy of Luxembourg

GLOBAL COORDINATORS AND JOINT LEAD MANAGERS

BofA Securities Europe SA
51 rue La Boétie
75008 Paris
France

HSBC Continental Europe
38, avenue Kléber
75116 Paris
France

Intesa Sanpaolo S.p.A.
Divisione IMI Corporate & Investment
Banking
Via Manzoni, 4
20121 Milan
Italy

MUFG Securities (Europe) N.V.
World Trade Center, Tower H, 11th Floor
Zuidplein 98
1077 XV Amsterdam
The Netherlands

ACTIVE BOOKRUNNER AND JOINT LEAD MANAGER

KBC Bank NV
Havenlaan 2
B-1080 Brussels
Belgium

LEGAL ADVISERS

To the Issuer

Allen & Overy
Société en commandite simple
(inscrite au barreau de Luxembourg)
5, avenue J.F. Kennedy
L-1855 Luxembourg
Grand Duchy of Luxembourg

To the Joint Lead Managers

Clifford Chance Europe LLP

1, rue d'Astorg
CS 60058
75377 Paris Cedex 08
France

Clifford Chance S.C.S

10 boulevard G.D. Charlotte
B.P. 1147
L-1011 Luxembourg
Grand Duchy of Luxembourg

FISCAL AGENT, PRINCIPAL PAYING AGENT AND CALCULATION AGENT

BNP Paribas, Luxembourg Branch

60, avenue J.F. Kennedy
L-1855 Luxembourg
Grand Duchy of Luxembourg

MAKE-WHOLE CALCULATION AGENT

Aether Financial Services

36, rue de Monceau
75008 Paris
France

AUDITORS TO THE ISSUER

in relation to financial statements for the year ending 2020 and 2021

Deloitte Audit, Société à Responsabilité Limitée

20, Boulevard de Kockelscheuer
L-1821 Luxembourg
Grand Duchy of Luxembourg