



Euro 45,000,000,000

**Euro Medium Term Note Programme
Due from 7 days from the date of original issue**

Under the Euro Medium Term Note Programme (the "Programme") described in this Base Prospectus (the "Base Prospectus"), Banque Fédérative du Crédit Mutuel ("BFCM" or the "Issuer"), subject to compliance with all relevant laws, regulations and directives, may from time to time issue Euro Medium Term Notes (the "Notes"). The aggregate principal amount of Notes outstanding will not at any time exceed euro 45,000,000,000 (or the equivalent in other currencies). This Base Prospectus supersedes and replaces the Base Prospectus dated 7 July 2010 and all supplements thereto.

Notes will be issued in one or more series (each a "Series"). Notes of each Series shall be in bearer form and may be issued in one or more tranches (each a "Tranche") on different issue dates and on terms otherwise identical (except in relation to the interest commencement dates and matters related thereto).

Application has been made for approval of this Base Prospectus to the *Autorité des marchés financiers* (the "AMF") in France in its capacity as competent authority pursuant to Article 212-2 of its *Règlement Général* which implements the Directive 2003/71/EC of 4 November 2003, on the prospectus to be published when securities are offered to the public or admitted to trading, as amended by Directive 2010/73/EC (to the extent that such amending directive has been implemented in the Relevant Member State (as defined below)) (the "**2010 PD Amending Directive**"), (the "**Prospectus Directive**").

Application may be made, for the period of 12 months from the date of this Base Prospectus, for Notes issued under the Programme to be listed and admitted to trading on Euronext Paris, to be listed on the official list of the Luxembourg Stock Exchange (the "Official List") and to be admitted to trading on the regulated market of the Luxembourg Stock Exchange (the "Luxembourg Stock Exchange") and/or to the competent authority of any other Member State of the European Economic Area ("EEA") for Notes issued under the Programme to be listed and admitted to trading on a Regulated Market (as defined below) in such Member State. Euronext Paris and the regulated market of the Luxembourg Stock Exchange are regulated markets for the purposes of the Markets in Financial Instruments Directive 2004/39/EC, appearing on the list of regulated markets issued by the European Commission (a "Regulated Market"). The Issuer may also issue Notes under the Programme that are listed or admitted to trading on a market, such as the EuroMTF Market of the Luxembourg Stock Exchange ("EuroMTF"), and on any stock exchange which is not a Regulated Market, or that are not listed or admitted to trading. The relevant final terms (the "Final Terms") (forms of which are contained herein) in respect of the issue of any Notes will specify whether or not such Notes will be listed and admitted to trading and, if so, the relevant stock exchange.

Notes will be in such denomination(s) as may be specified in the relevant Final Terms, save that the minimum denomination of each Note listed and admitted to trading on a Regulated Market or offered to the public in a Member State of the EEA in circumstances which require the publication of a prospectus under the Prospectus Directive will be €1,000 and, if the Notes are denominated in a currency other than euro, the equivalent amount in such currency at the issue date, or such higher amount as may be allowed or required from time to time by the relevant central bank (or equivalent body) or any laws or regulations applicable to the relevant specified currency.

Notes of each Tranche of each Series will initially be represented by a temporary global note in bearer form (each, a "Temporary Global Note") or a permanent global note in bearer form (each, a "Permanent Global Note" and, collectively with any Temporary Global Note, the "Global Notes"), each without interest coupons. Interests in a Temporary Global Note will be exchangeable, in whole or in part, for interests in a Permanent Global Note on or after the date 40 days after the relevant issue date, upon certification as to non-U.S. beneficial ownership. If the Global Notes are stated in the applicable Final Terms to be issued in new global note ("NGN") form they are intended to be eligible collateral for Eurosystem monetary policy and the Global Notes will be delivered on or prior to the original issue date of the relevant Tranche to a common safekeeper (the "Common Safekeeper") for Euroclear Bank S.A./N.V. ("Euroclear") and Clearstream banking, société anonyme ("Clearstream, Luxembourg").

Notes which are not issued in NGN form ("Classic Global Notes" or "CGNs") will be deposited on the issue date of the relevant Tranche with a common depository on behalf of Euroclear and Clearstream, Luxembourg or as otherwise agreed between the Issuer and the relevant Dealer (as defined herein). The provisions governing the exchange of interests in Global Notes for other Global Notes and definitive Notes are described in "Summary of Provisions Relating to the Notes while in Global Form.

Tranches of Notes (as defined in "General Description of the Programme – Method of Issue") will be rated or unrated (as described under "General Description of the Programme – Ratings"). Where a Tranche of Notes is to be rated, such rating will not necessarily be the same as the rating assigned to the Notes already issued. Whether or not a rating in relation to any Tranche of Notes will be treated as having been issued by a credit rating agency established in the European Union and registered under Regulation (EC) No 1060/2009 on credit rating agencies (the "CRA Regulation") will be disclosed in the relevant Final Terms. A security rating is not a recommendation to buy, sell or hold securities and may be subject to suspension, reduction or withdrawal at any time by the assigning rating agency.

Arranger for the Programme

BNP PARIBAS

Dealers

**BANQUE FÉDÉRATIVE DU CRÉDIT MUTUEL
BNP PARIBAS
GOLDMAN SACHS INTERNATIONAL
HSBC
THE ROYAL BANK OF SCOTLAND**

This Base Prospectus, containing or incorporating by reference all relevant information with regard to the Issuer and the Issuer and its subsidiaries and affiliates taken as a whole (the “Group”) as well as the base terms and conditions of the Notes to be issued under the Programme together with (i) any supplements to this Base Prospectus from time to time (each, a “Supplement” and together the “Supplements”) and (ii) the final terms issued in relation to each Tranche of Notes, substantially in the form of the pro forma final terms set out in this Base Prospectus (the “Final Terms”) constitutes a Prospectus for the purposes of Article 5.4 of the Prospectus Directive. In relation to each separate issue of Notes, the final offer price and the amount of such Notes will be determined by the Issuer and the relevant Dealers at the time of the issue of the Notes and will be set out in the relevant Final Terms.

This Base Prospectus is to be read in conjunction with any document and/or information which is or may be incorporated herein by reference in accordance with Article 28 of Commission Regulation (EC) no. 809/2004 (the “Prospectus Regulation”), as described in “Documents Incorporated by Reference” below. This Base Prospectus shall be read and construed on the basis that such documents are so incorporated and form part of this Base Prospectus.

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

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

The distribution of this Base Prospectus and the offering or sale of the Notes in certain jurisdictions may be restricted by law. Persons into whose possession this Base Prospectus comes are required by the Issuer, the Dealers and the Arranger to inform themselves about and to observe any such restrictions. In particular, there are restrictions on the distribution of this Base Prospectus and the offer or sale of the Notes in the EEA and certain member states thereof, France, the United Kingdom, Japan and the United States. See “Subscription and Sale” below.

The Notes have not been and will not be registered under the United States Securities Act of 1933, as amended (the “Securities Act”) or with any securities regulatory authority of any state or other jurisdiction of the United States and include Notes in bearer form that are subject to U.S. tax law requirements. Subject to certain exceptions, Notes may not be offered, sold or delivered within the United States or to, or for the account or benefit of, U.S. persons (as defined in the U.S Internal Revenue Code of 1986, as amended and regulations thereafter). For a description of certain restrictions on offers and sales of Notes and on distribution of this Base Prospectus, see “Subscription and Sale”.

This Base Prospectus does not constitute and may not be used in connection with, an offer, or an invitation to any person to whom it is unlawful to make such offer or invitation by or on behalf of the Issuer or the Dealers to subscribe for, or purchase, any Notes.

To the fullest extent permitted by law, none of the Dealers (other than Banque Fédérative du Crédit Mutuel in its capacity as Dealer) or the Arranger accept any responsibility for the contents of this Base Prospectus or

for any other statement, made or proposed to be made by the Arranger or a Dealer or on its behalf in connection with the Issuer or the issue and offering of the Notes. The Arranger and each Dealer (other than Banque Fédérative du Crédit Mutuel in its capacity as Dealer) accordingly disclaims all and any liability whether arising in tort or contract (save as referred to below) which it might otherwise have in respect of this Base Prospectus or any such statement. Neither this Base 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, the Arranger or the Dealers that any recipient of this Base Prospectus or any other financial statements should purchase the Notes. Each potential purchaser of Notes should determine for itself the relevance of the information contained or incorporated by reference in this Base Prospectus and its purchase of Notes should be based upon such investigation as it deems necessary. None of the Dealers (other than Banque Fédérative du Crédit Mutuel in its capacity as Dealer) or the Arranger undertakes to review the financial condition or affairs of the Issuer during the life of the arrangements contemplated by this Base Prospectus nor to advise any investor or potential investor in the Notes of any information coming to the attention of any of the Dealers or the Arranger.

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

In this Base Prospectus, unless otherwise specified or the context otherwise requires, references to “euro” and “€” are to the single currency which was introduced in the participating member states of the European Union on 1st January 1999, references to “£”, “pounds sterling” and “Sterling” are to the lawful currency of the United Kingdom and references to “U.S.\$” “USD” and “dollars” are to the lawful currency of the United States of America.

Responsibility Statement

The Issuer accepts responsibility for the information contained in this Base Prospectus. The Issuer declares, having taken all reasonable care to ensure that such is the case, that to the best of the knowledge of the Issuer, the information contained in this Base Prospectus is in accordance with the facts and does not omit anything likely to affect the import of such information.

TABLE OF CONTENTS

	Page
SUMMARY	5
RÉSUMÉ EN FRANÇAIS (SUMMARY IN FRENCH)	13
RISK FACTORS	22
DOCUMENTS INCORPORATED BY REFERENCE	31
CROSS-REFERENCE LIST IN RESPECT OF THE FINANCIAL INFORMATION OF BFCM INCORPORATED BY REFERENCE	32
GENERAL DESCRIPTION OF THE PROGRAMME	37
TERMS AND CONDITIONS OF THE NOTES	49
SUMMARY OF PROVISIONS RELATING TO THE NOTES WHILE IN GLOBAL FORM	73
USE OF PROCEEDS	78
BANQUE FÉDÉRATIVE DU CRÉDIT MUTUEL	79
TAXATION	85
SUBSCRIPTION AND SALE	90
FORM OF WHOLESALE FINAL TERMS (FOR USE IN CONNECTION WITH ISSUES OF NOTES WITH A DENOMINATION OF AT LEAST €[50/100],000 TO BE ADMITTED TO TRADING ON AN EU REGULATED MARKET)	94
FORM OF RETAIL FINAL TERMS (FOR USE IN CONNECTION WITH ISSUES OF NOTES WITH A DENOMINATION OF LESS THAN €[50/100],000 TO BE ADMITTED TO TRADING ON AN EU REGULATED MARKET AND/OR OFFERED TO THE PUBLIC IN THE EUROPEAN ECONOMIC AREA)	110
GENERAL INFORMATION	126
PERSONS RESPONSIBLE FOR THE INFORMATION GIVEN IN THE BASE PROSPECTUS	128

SUMMARY

The following paragraph is to be read as an introduction to the Summary if the relevant Member State has not implemented the changes to the Summary requirements under the Directive 2010/73 EU (the “2010 PD Amending Directive”)

This summary must be read as an introduction to this Base Prospectus and any decision to invest in the Notes should be based on a consideration of this Base Prospectus as a whole, including the documents incorporated herein by reference. Following the implementation of the relevant provisions of the Prospectus Directive in each Member State of the European Economic Area (an “EEA State”), no civil liability will attach to the Issuer in any such Member State solely on the basis of this Summary, including any translation thereof, unless it is misleading, inaccurate or inconsistent when read together with the other parts of this Base Prospectus. Where a claim relating to the information contained in this Base Prospectus is brought before a court in an EEA State, the plaintiff may, under the national legislation of the EEA State where the claim is brought, be required to bear the costs of translating this Base Prospectus before the legal proceedings are initiated.

The following paragraph is to be read as an introduction to the Summary if the relevant Member State has implemented the changes to the Summary requirements under the Directive 2010/73 EU (the “2010 PD Amending Directive”)

This summary must be read as an introduction to this Base Prospectus and is provided as an aid to investors when considering whether to invest in the Notes, but is not a substitute for the Prospectus. Any decision to invest in the Notes should be based on a consideration of the Prospectus as a whole, including any documents incorporated by reference. Following the implementation of the relevant provisions of the Prospectus Directive (Directive 2003/71/EC, as amended) in each Member State of the European Economic Area, no civil liability will attach to the Responsible Persons in any such Member State solely on the basis of this summary, including any translation thereof, unless it is misleading, inaccurate or inconsistent when read together with the other parts of this Base Prospectus or it does not provide, when read together with the other parts of the Prospectus, key information in order to aid investors when considering whether to invest in the Notes. Where a claim relating to the information contained in this Base Prospectus is brought before a court in a Member State of the European Economic Area, the plaintiff may, under the national legislation of the Member State where the claim is brought, be required to bear the costs of translating the Prospectus before the legal proceedings are initiated.

Words and expressions defined in “Terms and Conditions of the Notes” below and in the applicable Final Terms shall have the same meanings in this summary.

Issuer

Banque Fédérative du Crédit Mutuel (“BFCM”)

Description of the Issuer

BFCM is a specialised financial institution established under the French *Code Monétaire et Financier* and is subject to its provisions.

BFCM is a subsidiary of the Caisse Fédérale de Crédit Mutuel controlled by the 10 “Federations” of the Crédit Mutuel: “Centre Est Europe, Sud-Est, Ile de France, Savoie-Mont Blanc, Midi-Atlantique, Centre, Loire-Atlantique et Centre Ouest, Normandie and Méditerranée”. The above entities form the CM10 (the “CM10 Group”). The consolidated group CM10-CIC includes the CM10 Group, BFCM and BFCM’s

main subsidiaries (such as, among others, CIC, ACM, Targobank, and Cofidis). The total network of the CM10-CIC is composed of 4,544 branches in France, Germany and Spain, servicing more than 23 million customers.

As a holding company, BFCM coordinates and develops the BFCM Group's business activities undertaken through its minority and majority holdings in financial establishments, insurance, real estate and service companies.

BFCM holds, directly or indirectly, a 92 per cent. shareholding in Crédit Industriel et Commercial ("CIC"), the holding company of the CIC group (the "CIC Group"), a commercial banking network of 5 mainly regional banks active throughout France and with international branches in New York, London and Singapore.

The financial resources of BFCM come from the liquidity entrusted by the "Caisse Fédérale de Crédit Mutuel" and from the deposits of the other credit institutions, as well as the funds raised on capital markets and the money markets.

The treasury function of BFCM is reflected mainly by the refinancing activity provided to the "Caisse Fédérale de Crédit Mutuel", to back the credits distributed by the local bank "Caisse de Crédit Mutuel" and the specific uses amounted to €41.8 billion.

BFCM's refinancing activity also extends to the "Banque de l'Economie du Commerce et de la Monétique" and to CIC Group and Cofidis entities. The volume of refinancing provided to these entities was €54.9 billion in 2010.

Financial Summary:

At 31 December 2010, BFCM had consolidated assets of €375,264 million (compared to €420,516 million as at 31 December 2009) and shareholders' equity, Group share, of €10,430 million (compared to €9,409 million as at 31 December 2009). Net income before tax for the year ended 31 December 2010 was €2,355 million (compared to €1,504 million for the year ended 31 December 2009). Net income, Group share, for the year ended 31 December 2010 was €1,405 million (compared to €808 million for the year ended 31 December 2009). These figures have been prepared in accordance with the International Financial Reporting Standards ("IFRS").

Risk Factors

Factors which may affect the Issuer's ability to fulfil its obligations under the Notes are set out under "Risk Factors" below and include the following:

- (i) Unforeseen events can interrupt the Issuer's operations

and cause substantial losses and additional costs.

- (ii) Four main categories of risks are inherent to the Issuer's activities:
- *Credit Risk.* Credit risk is the risk of financial loss relating to the failure of an obligor to honour its contractual obligations.
 - *Market and Liquidity Risk.* Market risk is the risk related to earnings, which arises primarily from adverse movements of trading and non-trading market parameters. Liquidity risk, which is also referred to as funding risk, is the inability of the Issuer to meet its obligations at an acceptable cost in a given currency and location.
 - *Operational Risk.* Operational risk corresponds to the risk of losses due to inadequate or failed internal processes, or due to external events, whether deliberate, accidental or natural occurrences.
 - *Insurance Risk.* Insurance risk is the risk that earnings may be negatively impacted due to mismatches between expected and actual claims.
- (iii) Changes in the French and European regulatory frameworks could adversely affect the BFCM Group's business.

In addition, there are certain factors which are material for the purpose of assessing the risks associated with Notes issued under the Programme, including the following:

- (i) The Notes may not be a suitable investment for all investors.
- (ii) Early redemption at the option of the Issuer, if provided for in any Final Terms for a particular issue of Notes, could cause the yield anticipated by Noteholders to be considerably less than anticipated.
- (iii) Investors will not be able to calculate in advance their rate of return on Floating Rate Notes.
- (iv) Zero coupon Notes are subject to higher price fluctuation than non-discounted Notes.
- (v) Foreign currency Notes expose investors to foreign-exchange risk as well as to Issuer risk.
- (vi) Holders of Subordinated Notes face a significantly increased risk that the Notes will not perform as anticipated
- (vii) Investments in Index Linked Notes entail significant risks

and may not be appropriate for investors lacking financial expertise.

- (viii) A Noteholder's actual yield on the Notes may be reduced from the stated yield by transaction costs.
- (ix) A Noteholder's effective yield on the Notes may be diminished by the tax impact on that Noteholder of its investment in the Notes.
- (x) The trading market for debt securities may be volatile and may be adversely impacted by many events.
- (xi) An active trading market for the Notes may not develop.
- (xii) The value of Fixed Rate Notes may change.
- (xiii) Changes to the EU Savings Directive may broaden or amend the scope of the requirements regarding the taxation of savings income in the form of interest payments;
- (xiv) Holders of Notes of less than €50,000 (or its equivalent in another currency) may not receive definitive Notes where the Specified Denomination is €50,000 (or its equivalent in another currency).
- (xv) French Insolvency Law could impose automatic requirements for an assembly which will override the provisions in the Notes relating to meetings of Noteholders.
- (xvi) The credit ratings assigned to the Notes may not reflect all risks.
- (xvii) The amount of principal payable at redemption may be less than the nominal amount of such Notes or even zero

Programme Amount

Up to €45,000,000,000 (or its equivalent in other currencies at the date of issue) aggregate principal amount of Notes outstanding at any one time.

Currencies

Notes may be denominated in any currency or currencies agreed between the Issuer and the relevant Dealer(s).

Maturities

Any maturity greater than seven days.

Form of Notes

Notes will be issued in bearer form only. Each Tranche of Notes will initially be represented by interests in a Temporary Global Note, if (i) definitive Notes are to be made available to Noteholders following expiry of 40 days after their issue date or (ii) such Notes have an initial maturity of more than one year and are being issued in compliance with the D Rules (as defined in "Selling Restrictions" below). Otherwise, such Tranche will be represented by a Permanent Global Note in bearer form without interest coupons.

Initial Delivery of Notes

On or before the issue date for each Tranche, if the relevant Global Note is intended to be recognised as eligible collateral for Eurosystem monetary policy and intra-day credit

operations, the Global Note will be delivered to a Common Safekeeper for Euroclear and Clearstream, Luxembourg. On or before the issue date for each Tranche, if the relevant Global Note is not intended to be recognised as eligible collateral for Eurosystem monetary policy and intra-day credit operations, the Global Note representing Notes may be deposited with a common depository for Euroclear and Clearstream, Luxembourg. Global Notes may also be deposited with any other clearing system or may be delivered outside any clearing system provided that the method of such delivery has been agreed in advance by the Issuer, the Fiscal Agent and the relevant Dealer. In the case of NGNs, any such other clearing system must be authorised to hold such notes as eligible collateral for Eurosystem monetary policy and intra-day credit operations.

Fixed Rate Notes

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

Floating Rate Notes

Floating Rate Notes will bear interest separately for each Series calculated by reference to EURIBOR, LIBOR, LIBID, LIMEAN (or such other benchmark as may be specified in the applicable Final Terms), as adjusted for any applicable margin.

Interest on Floating Rate Notes will be payable on such dates, and will be calculated in the manner specified prior to issue in the applicable Final Terms.

Interest Periods and Rates of Interest

The length of interest periods for the Notes and applicable rate of interest or its method of calculation may differ from time to time or be constant for any Series. Notes may have a maximum rate of interest, a minimum rate of interest, or both. Interest periods will be specified in the applicable Final Terms. Interest will be calculated on the basis of such Day Count Fraction as may be agreed between the Issuer and the relevant Dealer(s) and as specified in the applicable Final Terms. The use of interest accrual periods permits the Notes to bear interest at different rates in the same interest period.

Dual Currency Notes

Payments (whether in respect of principal or interest and whether at maturity or otherwise) in respect of Dual Currency Notes will be made in such currencies and based upon such rates of exchange as are agreed between the Issuer and the relevant Dealer(s) prior to issue and set out in the applicable Final Terms.

Index Linked Notes

Payments (whether in respect of principal or interest and whether at maturity or otherwise) in respect of Index Linked Notes will be calculated by reference to such Index and/or Formula as are agreed between the Issuer and the relevant Dealer(s) prior to issue and set out in the applicable Final Terms. The performance of any Index Linked Notes may be

negative.

Variable Coupon Amount Notes

The basis for calculating the amounts of interest payable, which may be by reference to a stock index or formula or otherwise, shall be specified in the Final Terms issued in respect of each issue of variable coupon amount Notes.

Redemption

Unless otherwise stated in the relevant Final Terms, the redemption amount will be the nominal amount of the Notes. Unless otherwise permitted by the current laws and regulations, Notes (including Notes denominated in sterling) which have a maturity of less than one year and in respect of which the issue proceeds are to be accepted by the Issuer in the United Kingdom or whose issue otherwise constitutes a contravention of section 19 of the Financial Services and Markets Act 2000 will have a minimum redemption value of £100,000 (or its equivalent in another currency).

Zero Coupon Notes

Zero Coupon Notes may be issued at their principal amount or at a discount to it and will not bear interest other than in the case of late payment.

Other Notes

Terms applicable to any other type of Note which the Issuer and any Dealer or Dealers may agree from time to time to issue under the Programme will be set out in the relevant Final Terms.

Redemption by Instalments

The dates on which and the amounts in which Notes redeemable in two or more instalments may be redeemed will be set out in the Final Terms issued in respect of such Notes.

Optional Redemption

The applicable Final Terms will state whether Notes may be redeemed prior to their stated maturity at the option of the Issuer and/or the holders and if so, the terms applicable to such redemption.

Denominations of Notes

Notes will be issued in such denominations as may be specified in the applicable Final Terms, save that:

- (i) in the case of any Notes admitted to trading on a Regulated Market or offered to the public within the territory of any EEA State in circumstances which require the publication of a prospectus under the Prospectus Directive, the minimum denomination shall be €1,000 (or its equivalent in any other currency or currencies as at the date of issue of those Notes); and
- (ii) the minimum denomination of each Note will be such as may be allowed or required from time to time by the relevant central bank (or equivalent body) or any laws or regulations applicable to the relevant Specified Currency.

Unless otherwise permitted by then current laws and regulations, Notes (including Notes denominated in sterling) which have a maturity of less than one year and in respect of

which the issue proceeds are to be accepted by the Issuer in the United Kingdom or whose issue otherwise constitutes a contravention of section 19 of the Financial Services and Markets Act 2000, will have a minimum denomination of £100,000 (or its equivalent in another currency).

Taxation

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

Each prospective holder or beneficial owner of Notes should consult its tax adviser as to the tax consequences of any investment in or ownership and disposition of the Notes.

Status of the Notes

Notes issued under the Programme may be unsubordinated (“Unsubordinated Notes”) or subordinated (“Subordinated Notes”). Unsubordinated Notes will constitute direct, unconditional, unsubordinated and unsecured obligations of the Issuer, and Subordinated Notes will constitute direct, unconditional, subordinated and unsecured obligations of the Issuer, as described in the Terms and Conditions of the Notes. The Issuer may issue Subordinated Notes which constitute Ordinarily Subordinated Notes, Deeply Subordinated Notes, Dated Subordinated Notes or Undated Subordinated Notes, all as set out and defined in Condition 2(b) of the Terms and Conditions of the Notes.

Negative Pledge

The terms of the Unsubordinated Notes will contain a negative pledge provision as described under Condition 3 of the Terms and Conditions of the Notes.

Cross Default

There will be a cross-default provision applicable to the Notes as set out in Condition 9(a)(iii) of the Terms and Conditions of the Notes.

Ratings

Tranches of Notes (as defined in “General Description of the Programme”) may be rated or unrated (as described under “General Description of the Programme – Ratings”). Details of the rating, if any, attributable to an issue of Notes will be set out in the applicable Final Terms.

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

Listing and admission to trading

Listing and admission to trading on Euronext Paris and/or the Luxembourg Stock Exchange, or as otherwise specified in the relevant Final Terms. A Series of Notes may be unlisted.

Offer to the Public

Notes issued by the Issuer may be offered to the public in

France and any other EEA member State in which the Base Prospectus is passported pursuant to the Prospectus Directive.

Governing Law

English law, other than provisions in respect of Subordinated Notes, which, if applicable, will be governed by, and construed in accordance with, the French law.

Selling Restrictions

There are restrictions on the sale of Notes and the distribution of offering material in various jurisdictions. In connection with the offering and sale of a particular Tranche, additional selling restrictions may be imposed which will be set out in the applicable Final Terms.

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

Reasons for the Offer

The net proceeds of the issue of the Notes under the Programme will be used for the general corporate purposes of the Issuer. In the case of Subordinated Notes, the use of proceeds will be as set out in the relevant Final Terms.

RÉSUMÉ EN FRANÇAIS (SUMMARY IN FRENCH)

Le paragraphe suivant doit être lu comme une introduction au présent résumé si l'Etat Membre concerné n'a pas transposé les modifications relatives aux informations requises dans le résumé apportées par la Directive de 2010 modifiant la Directive Prospectus (telle que définie ci-après).

Ce résumé doit être lu comme une introduction au Prospectus de Base et toute décision d'investir dans les Titres doit être fondée sur un examen exhaustif du Prospectus de Base et des documents qui lui sont incorporés par référence. Suite à la transposition des dispositions applicables de la Directive Prospectus dans chaque État membre de l'Espace Économique Européen (un « État Membre de l'EEE »), aucune action en responsabilité civile ne pourra être intentée contre l'Émetteur sur le seul fondement du résumé, ou de sa traduction, à moins que son contenu ne soit jugé trompeur, inexact ou contradictoire par rapport aux autres parties du présent Prospectus de Base. Lorsqu'une action concernant l'information contenue dans le présent Prospectus de Base est intentée devant un tribunal d'un État Membre de l'EEE, le plaignant peut, selon la législation nationale de l'État Membre de l'EEE concerné, avoir à supporter les frais de traduction du Prospectus de Base avant le début de la procédure judiciaire.

Le paragraphe suivant doit être lu comme une introduction au présent résumé si l'État Membre concerné a transposé les modifications relatives aux informations requises dans le résumé apportées par la Directive de 2010 modifiant la Directive Prospectus (telle que définie ci-après).

Ce résumé doit être lu comme une introduction au Prospectus de Base et est fourni afin d'aider les investisseurs lorsqu'ils envisagent d'investir dans des Titres mais ne remplace pas le Prospectus de Base. Toute décision d'investir dans des Titres doit être fondée sur un examen exhaustif du Prospectus de Base et des documents qui y sont incorporés par référence. En application de la transposition des dispositions applicables de la Directive Prospectus (la Directive 2003/71/CE, telle que modifiée) dans chaque État Membre de l'EEE, aucune action en responsabilité ne saurait être engagée sur la base de ce seul résumé, y compris de sa traduction, sauf si le contenu du résumé est trompeur, inexact ou contradictoire par rapport aux autres parties du Prospectus de Base, ou s'il ne fournit pas, lu en combinaison avec les autres parties du Prospectus de Base, les informations essentielles permettant d'aider les investisseurs lorsqu'ils envisagent d'investir dans les Titres. Lorsqu'une action concernant l'information contenue dans le Prospectus de Base est intentée devant un tribunal d'un État Membre de l'EEE, l'investisseur plaignant peut, selon la législation nationale de l'État Membre dans lequel l'action a été intentée, avoir à supporter les frais de traduction du Prospectus de Base avant le début de la procédure judiciaire.

Les termes et expressions définis dans la section « Modalités des Titres » ("Terms and Conditions of the Notes") ci-dessous et dans les Conditions Définitives ("Final Terms") applicables auront la même définition dans le présent résumé.

Émetteur

Banque Fédérative du Crédit Mutuel (« BFCM »)

Description de l'Émetteur

BFCM est une institution financière spécialisée régie par le Code Monétaire et Financier et est assujettie à ses dispositions.

BFCM est une filiale de la Caisse Fédérale du Crédit Mutuel contrôlée par les 10 Fédérations du Crédit Mutuel dans les régions : « Centre Est de l'Europe, Sud-Est, Ile de France, Savoie-Mont Blanc, Midi-Atlantique, Centre, Loire-Atlantique et Centre Ouest, Normandie, Dauphiné-Vivaraais et

Méditerranée ». Les entités susmentionnées forment l'ensemble CM10 (le « Groupe CM10 »). Le groupe consolidé CM10-CIC comprend le Groupe CM10, la BFCM et ses principales filiales (parmi lesquelles notamment CIC, ACM, Targobank, et Cofidis).

Les réseaux du CM10-CIC représentent 4 544 points de vente en France, en Allemagne et en Espagne pour 23 millions de clients.

En tant que société holding, BFCM coordonne et développe les activités commerciales de BFCM et ses filiales (« Groupe BFCM ») engagées par le biais des détentions minoritaires et majoritaires dans des établissements financiers, dans des sociétés d'assurance, des sociétés immobilières ainsi que des sociétés de services.

BFCM détient, directement ou indirectement, une participation de 92 pour cent dans Crédit Industriel et Commercial (« CIC »), la société holding du groupe CIC (le « Groupe CIC »), un réseau de banques commerciales composé de 5 banques principalement régionales actives à travers la France et disposant de succursales internationales à New York, Londres et Singapour.

Les ressources financières de BFCM proviennent de la trésorerie confiée par la Caisse Fédérale de Crédit Mutuel et des dépôts d'autres institutions de crédit, ainsi que les fonds levés sur les marchés de capitaux et les marchés monétaires.

Le rôle de centrale de trésorerie de la BFCM se traduit notamment par le refinancement accordé à la Caisse Fédérale de Crédit Mutuel, afin de nourrir les crédits distribués par les Caisses de Crédit Mutuel et les emplois spécifiques représentant 41,8 milliards. L'activité de refinancement de la Banque Fédérative s'étend également à la Banque de l'Economie du Commerce et de la Monétique, aux entités du Groupe CIC et dernièrement au groupe COFIDIS. L'enveloppe accordée à ces entités est de 54,9 milliards en 2010.

BFCM est également impliquée dans la négociation de titres et arrange des transactions de couverture de risques de taux d'intérêt et de taux de change pour le compte de ses clients.

BFCM gère des flux de paiements et traite des transactions pour le compte d'entités du Groupe CM10 – CIC au sein du *Paris Net Settlement System*, de l'Association Bancaire euro (*euro Banking Association*), ainsi que du *German Real Time Gross System*.

Résumé Financier :

Au 31 décembre 2010, le montant des actifs consolidés dont disposait BFCM s'élevait à €375 264 millions (contre €420 516 millions au 31 décembre 2009) et le montant des capitaux

propres, part du Groupe s'élevait à €10 430 millions (contre €9 409 millions au 31 décembre 2009). Le résultat net avant impôt relatif aux activités ordinaires pour l'exercice clos le 31 décembre 2010 s'élevait à €2 355 millions (contre €1 504 millions pour l'exercice clos le 31 décembre 2009). Le résultat net, part du Groupe, pour l'exercice clos le 31 décembre 2010 s'élevait à €1 405 millions (contre €808 millions pour l'exercice clos le 31 décembre 2009). Ces données ont été préparées conformément aux *International Financial Reporting Standards* (« IFRS »).

Facteurs de risques

Certains facteurs de risques pourraient affecter la capacité de l'Émetteur à remplir ses obligations en vertu des Titres sont décrits dans le paragraphe « Facteurs de Risques » (“*Risk Factors*”) ci-dessous et incluent notamment :

- (i) Des événements imprévus peuvent interrompre les activités de l'Émetteur et causer des pertes substantielles ainsi que des coûts supplémentaires.
- (ii) Quatre principales catégories de risques sont inhérentes aux activités de l'Émetteur :
 - *Le Risque de Crédit.* Le Risque de Crédit est le risque de perte financière liée à la défaillance d'un débiteur à honorer ses obligations contractuelles.
 - *Les Risques de Marché et de Liquidité.* Le Risque de Marché est le risque lié aux gains qui résulte essentiellement de mouvements défavorables des volumes d'activité sur les marchés financiers. Le Risque de Liquidité, également désigné risque de financement, est l'incapacité de l'Émetteur à faire face à ses obligations pour un coût raisonnable dans une devise et à un lieu donnés.
 - *Le Risque Opérationnel.* Le Risque Opérationnel correspond au risque de pertes dû à un processus interne inadapté ou défaillant, ou à des événements extérieurs qu'ils soient délibérés, accidentels ou dus à une catastrophe naturelle.
 - *Le Risque d'Assurance.* Le Risque d'Assurance est le risque que des discordances entre les déclarations de sinistres attendues et réelles puissent avoir une incidence négative sur les gains.
- (iii) Des changements dans les cadres réglementaires Français et Européen pourraient affecter de manière négative les activités du Groupe BFCM.

En outre, certains facteurs sont essentiels pour la détermination des risques liés aux Titres émis dans le cadre du Programme,

notamment les facteurs suivants :

- (i) Les Titres peuvent ne pas être un investissement adapté à tout investisseur.
- (ii) Tout remboursement anticipé au gré de l'Émetteur stipulé dans les Conditions Définitives pour une émission particulière de Titres pourrait réduire de manière significative le retour sur investissement anticipé par les Porteurs de Titres.
- (iii) Les investisseurs dans les Titres à Taux Variable ne pourront pas calculer par avance leur taux de rendement.
- (iv) Les Titres Zéro Coupon sont sujets à des variations de prix plus importantes que d'autres Titres.
- (v) Les Titres en devise étrangère exposent les investisseurs à un risque de change ainsi qu'aux risques liés à l'Émetteur.
- (vi) Les Porteurs de Titres Subordonnés font face à un risque significativement accru que les Titres n'aient pas le rendement escompté.
- (vii) Les investissements dans des Titres Référencés sur un Indice comportent des risques importants et peuvent ne pas s'avérer appropriés pour des investisseurs inexpérimentés.
- (viii) Le retour sur investissement peut être inférieur au rendement indiqué aux Porteurs de Titres du fait des coûts de transaction.
- (ix) Le retour sur investissement effectif d'un Porteur de Titres peut être réduit par l'impact du régime fiscal auquel il est soumis.
- (x) Le marché des titres de créance peut s'avérer volatil et varier défavorablement en fonction de nombreux événements.
- (xi) Un marché animé des Titres peut ne pas se développer.
- (xii) La valeur des Titres à Taux Fixe peut changer.
- (xiii) Des amendements à la directive sur la fiscalité de l'épargne peuvent étendre ou amender la portée des exigences concernant la fiscalité de l'épargne sous forme de paiement d'intérêts.
- (xiv) Les Porteurs de Titres de moins de 50.000 euros (ou l'équivalent dans une autre devise) pourront ne pas recevoir des Titres physiques pour lesquels la Valeur Nominale Indiquée est 50.000 euros (ou son équivalent dans une autre devise).
- (xv) Les dispositions impératives du droit français des procédures collectives pourraient imposer des assemblées qui dérogeraient aux dispositions prévues dans les modalités des Titres relatives aux assemblées des Porteurs de Titres.

	(xvi) Les notations de crédit attribuées aux Titres peuvent ne pas refléter tous les risques.
	(xvii) Le montant du principal payable lors du remboursement peut être inférieur au montant nominal de ces Titres, ou même nul.
Montant du Programme	Jusqu'à un montant total de €45.000.000.000 (ou la contre-valeur de ce montant dans d'autres devises à la date d'émission).
Devises	Sous réserve du respect des restrictions légales ou réglementaires applicables, les Titres pourront être libellés en toute devise sur laquelle l'Émetteur et l'Agent Placeur ou les Agents Placeurs (<i>Dealer(s)</i>) concerné(s) se seront accordés.
Échéances	Toute échéance supérieure à sept jours.
Caractéristiques des Titres	Les Titres seront émis au porteur uniquement. Chaque Tranche de Titres sera initialement représentée par un Certificat Global Temporaire, si (i) les Titres définitifs doivent être mis à disposition des porteurs de Titres suivant l'expiration de 40 jours après leur date d'émission ou (ii) de tels Titres ont une maturité initiale d'une durée supérieure à un an et sont émis conformément aux Règles D (<i>D Rules</i>) (telles que définies dans le paragraphe « Restrictions de Vente » (" <i>Selling Restrictions</i> ") ci-dessous). Autrement, une telle Tranche sera représentée par un Certificat Global Permanent sous la forme au porteur sans coupons d'intérêts.
Remise initiale des Titres	A la date de ou avant la date d'émission pour chaque Tranche, si le Certificat Global concerné est destinée à être reconnue comme une sûreté (<i>collateral</i>) éligible pour la politique monétaire Eurosysteme et les opérations de crédit intrajournalier, le Certificat Global sera remise à un Dépositaire Centrale (<i>Common Safekeeper</i>) pour Euroclear et Clearstream, Luxembourg. A la date de ou avant la date d'émission pour chaque Tranche, si le Certificat Global concerné n'est pas destinée à être reconnue comme une sûreté (<i>collateral</i>) éligible pour la politique monétaire Eurosysteme et les opérations de crédit intrajournalier, le Certificat Global représentant les Titres sera déposée auprès d'un dépositaire central pour Euroclear et Clearstream, Luxembourg. Les Certificats Globaux peuvent également être déposées auprès de tout système de compensation ou peuvent être remises en dehors de tout système de compensation sous réserve que la méthode d'une telle remise ait fait l'objet d'un accord préalable entre l'Émetteur, l'Agent Financier (<i>Fiscal Agent</i>), et l'Agent Placeur (<i>Dealer</i>) concerné. Dans le cas de NGNs (<i>New Global Notes</i>), tout autre système de compensation doit être autorisé à détenir de tels titres en qualité de sûreté (<i>collateral</i>) éligible pour la politique monétaire Eurosysteme et les opérations de crédit

	intrajournalier.
Titres à Taux Fixe	Un montant d'intérêt fixe sera échu à la date ou aux dates chaque année tel que précisé dans les Conditions Définitives applicables.
Titres à Taux Flottant	<p>Les Titres à Taux Flottant porteront intérêt séparément pour chaque Souche calculé par référence à EURIBOR, LIBOR, LIBID, LIMEAN (ou un autre référent de marché tel que spécifié dans les Conditions Définitives applicables), tel qu'ajusté pour toute marge applicable.</p> <p>Les intérêts dans le cas de Titres à Taux Flottant seront dus à de telles dates, et seront calculés de la manière spécifiée avant l'émission dans les Conditions Définitives applicables.</p>
Périodes d'Intérêts et Taux d'Intérêts	La durée des périodes d'intérêt pour les Titres et le taux d'intérêt applicable ou ses méthodes de calcul peuvent différer à tout moment ou être constantes pour toute Souche. Les Titres peuvent avoir un taux d'intérêt maximum, un taux d'intérêt minimum, ou les deux à la fois. Les périodes d'intérêt seront précisées dans les Conditions Définitives applicables. L'intérêt sera calculé sur la base d'une Méthode de Décompte des Jours telle qu'agrée entre l'Émetteur et l'Agent Placeur ou les Agents Placeurs concerné(s) et tel que spécifié dans les Conditions Définitives applicables. L'utilisation de sous-périodes d'intérêt permet aux Titres de porter intérêt à des taux différents au sein de la même période d'intérêt.
Titres libellés en double devises	Les paiements (en vertu du principal ou des intérêts et effectués soit à maturité soit à un autre moment) en vertu de Titres libellés en Double Devises seront effectués dans de telles devises et sur la base de taux de conversion tel qu'agrée entre l'Émetteur et l'Agent Placeur ou les Agents Placeurs (<i>Dealer(s)</i>) concernés préalablement à l'émission et tel que spécifié dans les Conditions Définitives applicables.
Titres Référencés sur un Indice	Les paiements (en vertu du principal ou des intérêts et effectués soit à maturité soit à un autre moment) en vertu de Titres Référencés sur un Indice seront calculés par référence à un tel Indice et/ou Formule tel qu'agrée entre l'Émetteur et l'Agent Placeur ou les Agents Placeurs (<i>Dealer(s)</i>) concernés préalablement à l'émission et tel que spécifié dans les Conditions Définitives applicables. La performance de tout Titre Référencé sur un Indice peut être négative.
Titres à Montant de Coupon Variable	La base de calcul des montants d'intérêts dus, qui peut être en référence à un indice de marché ou une formule ou autre, doit être précisée dans les Conditions Définitives applicables en vertu de chaque émission de Titres à Montant de Coupon Variable.
Remboursement	A moins qu'il ne soit précisé autrement dans les Conditions Définitives applicables, le montant de remboursement sera le

montant nominal des Titres. Sauf si cela est permis par les lois et règlements actuellement en vigueur, les Titres (en ce compris les Titres libellés en sterling) qui ont une maturité inférieure à un an et en vertu desquels les produits de l'émission ont vocation à être acceptés par l'Émetteur au Royaume-Uni ou dont l'émission constitue autrement une contravention à la section 19 du Financial Services and Markets Act de 2000 auront une valeur de remboursement minimale de £100.000 (ou son équivalent dans une autre devise).

Titres Zero Coupon

Des Titres Zero Coupon peuvent être émis à leur montant principal ou à un montant réduit et ne porteront pas intérêt sauf en cas de paiement tardif.

Autres Titres

Les modalités applicables à tout autre type de Titre sur lequel l'Émetteur et un ou plusieurs Agents Placeurs (*Dealers*) s'accorderaient d'émettre à tout moment dans le cadre du Programme seront précisées dans les Conditions Définitives s'y rapportant.

Amortissement par versements échelonnés

Les dates auxquelles et les montants auxquels des Titres amortissables par deux ou plusieurs versements échelonnés peuvent être remboursés seront précisées dans les Conditions Définitives établies relativement à ces Titres.

Remboursement Optionnel

Les Conditions Finales applicables prévoiront si les Titres peuvent être remboursés avant leur maturité à l'option de l'Émetteur et/ou des porteurs et le cas échéant, les conditions applicables à un tel remboursement.

Valeurs Nominales des Titres

Les Titres auront la valeur nominale indiquée dans les Conditions Définitives s'y rapportant sous réserve que :

- (i) dans l'hypothèse où des Titres devant être admis aux négociations sur un Marché Réglementé ou offerts au public sur le territoire d'un État membre de l'EEE, dans des conditions qui requièrent de publier un prospectus en application de la Directive Prospectus, ceux-ci devront avoir une valeur nominale minimum de €1.000 (ou son équivalent dans une autre devise à la date de l'émission de ces Titres) ; et
- (ii) la valeur nominale minimum de chaque Titre sera celle autorisée ou requise à tout moment par la banque centrale compétente (ou toute autre autorité équivalente) ou par toute loi ou règlement applicables à la Devise Spécifiée (*Specified Currency*).

Sauf si cela est permis par les lois et règlements en vigueur à ce moment, les Titres (en ce compris les Titres libellés en sterling) dont l'échéance est inférieure à un an et en vertu desquels les produits de l'émission ont vocation à être acceptés par l'Émetteur au Royaume-Uni ou dont l'émission constitue autrement une contravention à la section 19 du Financial

Services and Markets Act de 2000 auront une valeur de remboursement minimale de £100.000 (ou son équivalent dans une autre devise).

Imposition

Tous les paiements de principal et d'intérêts effectués par ou pour le compte de l'Émetteur au titre des Titres doivent être sans et nets de toute retenue à la source ou prélèvement, de toutes taxes, droits, impôts ou prélèvements, imposés ou collectés par ou pour le compte de la France ou de toute autorité française ayant le pouvoir d'imposer, à moins que la retenue à la source ou le prélèvement de ces impôts ne soit exigé par la loi.

Chaque porteur potentiel ou propriétaire réel (*beneficial owner*) des Titres devrait consulter son conseil fiscal s'agissant des conséquences de tout investissement dans, ou de propriété et de disposition des Titres.

Rang des Titres

Les Titres émis en vertu du Programme peuvent être non-subordonnés (« Titres Non-Subordonnés ») ou subordonnés (« Titres Subordonnés »). Les Titres Non-Subordonnés constitueront des obligations directes, inconditionnelles, non-subordonnées et non assorties de sûreté de l'Émetteur, et les Titres Subordonnés constitueront des obligations directes, inconditionnelles, subordonnées et non assorties de sûreté de l'Émetteur, tel que cela est décrit dans les Modalités des Titres (*Terms and Conditions of the Notes*). L'Émetteur peut émettre des Titres Subordonnés qui constituent des Titres Ordinairement Subordonnés, des Titres Profondément Subordonnés, des Titres Subordonnés Datés ou des Titres Subordonnés Non Datés, tous précisés et définis dans l'Article 2 (b) des Modalités des Titres (*Terms and Conditions of the Notes*).

Maintien de l'emprunt à son rang

Les conditions des Titres Non-Subordonnés contiendront une clause de maintien de l'emprunt à son rang, comme exposé à l'Article 3 des Modalités des Titres.

Défaut Croisé

Une clause de défaut croisé applicable aux Titres est prévue, comme exposé à l'Article 9 (a) (iii) des Modalités des Titres.

Notations

Des Tranches de Titres (telles que définies dans « Description Générale du Programme » (*“General Description of the Programme”*)) pourront faire l'objet ou non d'une notation (tel que cela est décrit au paragraphe « Description Générale du Programme - Notations » (*“General Description of the Programme – Ratings”*)). Les détails concernant la notation, si une émission de Titres fait l'objet d'une notation, seront fixés dans les Conditions Finales applicables.

Une notation n'est pas une recommandation d'achat, de vente ou de détention d'instruments financiers et peut à tout moment être suspendue, modifiée ou retirée par l'agence de notation.

Cotation et admission aux négociations	Cotation et admission aux négociations sur Euronext Paris et/ou la Bourse de Luxembourg (<i>Luxembourg Stock Exchange</i>), ou tel que spécifié autrement dans les Conditions Définitives applicables. Une Souche de Titres peut ne pas être cotée.
Offre au Public	Les Titres émis par l'Émetteur pourront être offerts au public en France et/ou dans un État Membre quelconque de l'EEE vers lequel le Prospectus de Base est passeporté en application de la Directive Prospectus.
Droit applicable	Droit Anglais, sauf pour les dispositions relatives aux Titres Subordonnés, qui, si elles sont applicables, seront régies par, et interprétées selon, le droit français.
Restrictions de Vente	<p>Il y a des restrictions applicables à la vente de Titres ainsi qu'à la distribution de tout support commercial dans diverses juridictions. Pour une Tranche particulière, des restrictions de vente supplémentaires pourront être précisées dans les Conditions Définitives concernées.</p> <p>L'Émetteur fait partie de la Catégorie 2 pour les besoins de la <i>Regulation S</i> sous le <i>Securities Act</i>.</p>
Utilisation des fonds	Le produit net de l'émission des Titres est destiné aux besoins de financement de l'activité de l'Émetteur. L'utilisation du produit net de l'émission des Titres Subordonnés sera indiquée dans les Conditions Définitives concernées.

RISK FACTORS

The Issuer believes that the risk factors described below represent the principal risks inherent in investing in Notes issued under the Programme, but the inability of the Issuer to pay interest, principal or other amounts on or in connection with any Notes may occur for other reasons. The Issuer makes no representation that the statements below regarding the risks of holding any Notes are exhaustive.

Prospective purchasers of Notes should consider carefully, in light of their financial circumstances and investment objectives, all of the information in this Base Prospectus and, in particular, the risk factors set forth below in making an investment decision.

Factors Relating to the Issuer and its Operations

The risk factors relating to the Issuer and its operations set out on pages 99 to 102 of the 2010 DR (as defined below) are incorporated by reference into this Base Prospectus and are supplemented by the additional risk factors set out below:

Unforeseen events can interrupt the Issuer's operations and cause substantial losses and additional costs

Unforeseen events like severe natural catastrophes, terrorist attacks or other states of emergency can lead to an abrupt interruption of the Issuer's operations, which can cause substantial losses. Such losses can relate to property, financial assets, trading positions and to key employees. Such unforeseen events can also lead to additional costs (such as relocation of employees affected) and increase the Issuer's costs (such as insurance premiums). Such events may also make insurance coverage for certain risks unavailable and thus increase the Issuer's risk.

Four main categories of risks are inherent to the Bank's activities

- *Credit Risk.* Credit risk is the risk of financial loss relating to the failure of an obligor to honour its contractual obligations. Credit risk arises in lending activities and also in various other activities where the Issuer is exposed to the risk of counterparty default, such as its trading, capital markets and settlement activities.
- *Market and Liquidity Risk.* Market risk is the risk related to earnings, which arises primarily from adverse movements of trading and non-trading market parameters. Trading market parameters include, but are not limited to, foreign exchange rates, bond prices, security and commodity prices, derivatives prices and prices of other marketable assets such as real estate or cars. Trading market parameters also include derivations of the items previously mentioned, such as interest rates, credit spreads, implied volatility or implied correlation. Non-trading market parameters include parameters based on assumptions or on statistical analysis, such as models and statistical correlation, respectively.

Liquidity is also an important component of market risk. In instances of little or no liquidity, a market instrument or transferable asset may not be negotiable at its estimated value. A lack of liquidity can arise due to a lack of volume, legal restrictions or a one-way market.

Market risk arises in trading portfolios and in non-trading portfolios. In non-trading portfolios, it encompasses:

- The risk associated with asset and liability management, which is the risk to earnings arising from asset and liability mismatches in the banking book or in the insurance business. This risk is driven primarily by interest rate risk.

- The risk associated with investment activities, which is directly connected to changes in the value of invested assets within equity portfolios.
- The risk associated with certain other activities, such as real estate or car leasing, which is indirectly affected by changes in the value of negotiable assets held during the normal course of business.

Liquidity risk, which is also referred to as funding risk, is the inability of the Issuer to meet its obligations at an acceptable cost in a given currency and location.

- *Operational Risk.* Operational risk corresponds to the risk of losses due to inadequate or failed internal processes, or due to external events, whether deliberate, accidental or natural occurrences. Internal processes include, but are not limited to, human resources and information systems. External events include floods, fires, earthquakes or terrorist attacks.
- *Insurance Risk.* Insurance risk is the risk that earnings may be negatively impacted due to mismatches between expected and actual claims. Depending on the insurance product, this risk is influenced by macroeconomic changes, changes in customer behaviour, changes in public health, pandemics and catastrophic events (such as earthquakes, industrial disasters or terrorism).

It is important to distinguish between the different categories of risk because each category requires specific measuring and monitoring systems. Nevertheless, the growing complexity of the Group's businesses and products means that the categories of risk increasingly overlap.

An interruption in or breach of the Issuer's information systems may result in lost business and other losses

As with most other banks, the Issuer relies heavily on communications and information systems to conduct its business. Any failure or interruption or breach in security of these systems could result in failures or interruptions in the Issuer's customer relationship management, general ledger, deposit, servicing and/or loan organisation systems. The Issuer cannot provide assurances that such failures or interruptions will not occur or, if they do occur, that they will be adequately addressed. The occurrence of any failures or interruptions could have a material adverse effect on the Issuer's financial condition and results of operations.

The BFCM Group is subject to extensive supervisory and regulatory regimes in France and other jurisdictions in which it operates

Regulatory compliance risk arises from a failure or inability to comply fully with the laws, regulations or codes applicable specifically to the financial services industry. Non-compliance could lead to fines, public reprimand, damage to reputation, enforced suspension of operations or, in extreme cases, withdrawal of authorisation to operate.

The BFCM Group's businesses and earnings can be affected by the fiscal or other policies and other actions of various regulatory authorities of France or of foreign governments and international agencies. The nature and impact of future changes in such policies and regulatory action are not predictable and are beyond the BFCM Group's control.

Other areas where changes could have an impact include, inter alia:

- the monetary, interest rate and other policies of central banks and regulatory authorities;
- general changes in government or regulatory policy that may significantly influence investor decisions in particular markets in which the Issuer operates;

- general changes in regulatory requirement, for example, prudential rules relating to the capital adequacy framework;
- changes in the competition and pricing environment;
- changes in the financial reporting environment;
- expropriation, nationalisation, confiscation of assets and changes in legislation relating to foreign ownership; and
- other unfavourable political, military or diplomatic developments producing social instability or legal uncertainty which in turn may affect demand for the BFCM Group's products and services.

Each of France's and the global financial services market remains highly competitive and innovative competition comes both from incumbent players and a steady stream of new market entrants. The landscape is expected to remain highly competitive in all the BFCM Group's businesses, which could adversely affect the BFCM Group's profitability.

BFCM's business could be affected by the financial condition or operating results of its parent group

If the financial condition or operating results of CM10 Group (which is 100% operating on prime retail market), the parent group of BFCM, worsen significantly, the financial condition and operating results of BFCM Group, which performs the central financing function of CM10-CIC Group, could be adversely affected due to reasons such as an increase in funding costs resulting from a decline in the creditworthiness of BFCM Group.

Changes in the French and European regulatory frameworks could adversely affect the BFCM Group's business

The BFCM Group is subject to extensive regulation and supervision by the *Banque de France* ("Bank of France"), the AMF, the European Central Bank and the European System of Central Banks. The banking laws to which the BFCM Group is subject govern the activities in which banks and foundations may engage and are designated to maintain the safety and soundness of banks and limit their exposure to risk. In addition, the BFCM Group must comply with financial services laws that govern its marketing and selling practices. The recent financial crisis has resulted, and is likely to continue to result, in more restrictive regulation of the financial services industry. Legislators, governments, regulators, advisory groups, trade and professional associations and various committees at the national, European and international level have adopted or proposed an array of measures in response to the recent financial crisis. Among them, the Basel Committee on Banking Supervision announced a package of reforms on bank capital adequacy and liquidity which combines a stronger definition of capital, higher minimum requirements and the introduction of new capital buffers ("Basel III"). These new rules and their implementing measures could have a material adverse effect on the BFCM Group business, financial condition and results of operations. The Issuer expects to incur costs in complying with the new measures. The new measures may also require the Issuer to operate its business in ways that may be less profitable than its present operations. No assurance can be given that laws and regulations will be adopted, enforced or interpreted in a manner that will not have an adverse effect on the business, financial conditions, cash flows and results of operations of the BFCM Group.

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

The Notes may not be a suitable investment for all investors

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

- (a) have sufficient knowledge and experience to make a meaningful evaluation of the Notes, the merits and risks of purchasing the Notes and the information contained or incorporated by reference in this Base Prospectus or in any applicable supplement;
- (b) have access to, and knowledge of, appropriate analytical tools to evaluate, in the context of its particular financial situation, an investment in the Notes and the impact of the purchase of the Notes 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 Notes, including Notes with principal or interest payable in one or more currencies, or where the currency for the principal or interest payments is different from the potential purchaser's currency;
- (d) understand thoroughly the terms of the Notes 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.

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

Risks related to the structure of a particular issue of Notes

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

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

The Final Terms for a particular issue of Notes may provide for early redemption at the option of the Issuer. Such right of termination is often provided for bonds or notes in periods of high interest rates. If the market interest rates decrease, the risk to Noteholders that the Issuer will exercise its right of termination increases. As a consequence, the yields received upon redemption may be lower than expected, and the redeemed face amount of the Notes may be lower than the purchase price for the Notes paid by the Noteholder. As a consequence, part of the capital invested by the Noteholder may be lost, so that the Noteholder in such case would not receive the total amount of the capital invested. In addition, investors that choose to reinvest monies they receive through an early redemption may be able to do so only in securities with a lower yield than the redeemed Notes.

Investors will not be able to calculate in advance their rate of return on Floating Rate Notes

A key difference between Floating Rate Notes and Fixed Rate Notes is that interest income on Floating Rate Notes cannot be anticipated. Due to varying interest income, investors are not able to determine a definite yield of Floating Rate Notes at the time they purchase them, so that their return on investment cannot be compared with that of investments having longer fixed interest periods. If the terms and conditions of the notes provide for frequent interest payment dates, investors are exposed to reinvestment risk if market interest rates decline. That is, investors may reinvest the interest income paid to them only at the relevant lower

interest rates then prevailing. In addition, the Issuer's ability to also issue Fixed Rate Notes may affect the market value and the secondary market (if any) of the Floating Rate Notes (and vice versa).

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

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

Foreign currency Notes expose investors to foreign-exchange risk as well as to Issuer risk

As purchasers of foreign currency Notes, investors are exposed to the risk of changing foreign exchange rates. This risk is in addition to any performance risk that relates to the Issuer or the type of Note being issued.

This presents certain risks relating to currency conversions if purchaser's financial activities are denominated principally in a currency or currency unit other than the Specified Currency. This includes the risk that exchange rates may significantly change (including changes due to the devaluation of the Specified Currency or revaluation of the purchaser's currency and the risk that authorities with jurisdiction over the purchaser's currency may impose or modify exchange controls). An appreciation in the value of the purchaser's currency relative to the Specified Currency would decrease (a) the purchaser's currency-equivalent yield on the Notes, (b) the purchaser's currency-equivalent value of the principal payable on the Notes and (c) the purchaser's currency-equivalent market value of the Notes.

Government and monetary authorities may impose (as some have done in the past) exchange controls that could adversely affect an applicable exchange rate. As a result, investors may receive less interest or principal than expected.

Holders of Subordinated Notes face a significantly increased risk that the Notes will not perform as anticipated

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

Investments in Index Linked Notes entail significant risks and may not be appropriate for investors lacking financial expertise

Index Linked Notes are debt securities which do not provide for predetermined redemption amounts and/or interest payments but amounts due in respect of principal and/or interest which will be dependent upon the performance of an index, which itself may have substantial inherent credit, interest rate or other risks. An investment in Index Linked Notes entails significant risks that are not associated with similar investments in a conventional fixed or floating rate debt security. BFCM believes that Index Linked Notes should only be purchased by investors who are, or who are purchasing under the guidance of, financial institutions or other professional investors that are in a position to understand the special risks that an investment in these instruments involves. These risks include, among other things, the possibility that:

- such index or indices may be subject to significant changes, whether due to the composition of the index itself, or because of fluctuations in value of the indexed assets;

- the resulting interest rate will be less (or may be more) than that payable on a conventional debt security issued by the Issuer at the same time;
- the repayment of principal can occur at times other than that expected by the investor;
- the holder of an Index Linked Note could lose all or a substantial portion of the principal of such Note (whether payable at maturity or upon redemption or repayment), and, if the principal is lost, interest may cease to be payable on the Index Linked Note;
- the risks of investing in an Index Linked Note encompass both risks relating to the underlying indexed securities or commodities and risks that are unique to the Note itself;
- any Index Linked Note that is indexed to more than one type of underlying asset, or on formulas that encompass the risks associated with more than one type of asset, may carry levels of risk that are greater than Notes that are indexed to one type of asset only;
- it may not be possible for investors to hedge their exposure to these various risks relating to Index Linked Notes; and
- a significant market disruption could mean that the index on which the Index Linked Notes are based ceases to exist.

In addition, the value of Index Linked Notes on the secondary market is subject to greater levels of risk than is the value of other Notes. The secondary market, if any, for Index Linked Notes will be affected by a number of factors, independent of the creditworthiness of the Issuer and the value of the applicable currency, commodity, stock, interest rate or other index, including the volatility of the applicable currency, commodity, stock, interest rate or other index, the time remaining to the maturity of such Notes, the amount outstanding of such Notes and market interest rates. The value of the applicable currency, commodity, stock or interest rate index depends on a number of interrelated factors, including economic, financial and political events, over which the Issuer has no control. Additionally, if the formula used to determine the amount of principal, premium and/or interest payable with respect to Index Linked Notes contains a multiplier or leverage factor, the effect of any change in the applicable currency, commodity, stock, interest rate or other index will be increased. The historical experience of the relevant currencies, commodities, stocks, interest rates or indices should not be taken as an indication of future performance of such currencies, commodities, stocks, interest rates or other indices during the term of any Index Linked Note. Additionally, there may be regulatory and other ramifications associated with the ownership by certain investors of certain Index Linked Notes.

Various transactions by the Issuer could impact the performance of any Index Linked Notes, which could lead to conflicts of interest between the Issuer and holders of its Index Linked Notes.

The Issuer is active in the international securities, currency and commodity markets on a daily basis. It may thus, for its own account or for the account of customers, engage in transactions directly or indirectly involving assets that are “reference assets” under Index Linked Notes and may make decisions regarding these transactions in the same manner as it would if the Index Linked Notes had not been issued. The Issuer and its affiliates may on the issue date of the Index Linked Notes or at any time thereafter be in possession of information in relation to any reference assets that may be material to holders of any Index Linked Notes and that may not be publicly available or known to the Noteholders. There is no obligation on the part of the Issuer to disclose any such business or information to the Noteholders.

A Noteholder’s actual yield on the Notes may be reduced from the stated yield by transaction costs

When Notes are purchased or sold, several types of incidental costs (including transaction fees and commissions) are incurred in addition to the current price of the security. These incidental costs may

significantly reduce or even exclude the profit potential of the Notes. For instance, credit institutions as a rule charge their clients for own commissions which are either fixed minimum commissions or pro-rata commissions depending on the order value. To the extent that additional – domestic or foreign – parties are involved in the execution of an order, including but not limited to domestic dealers or brokers in foreign markets, Noteholders must take into account that they may also be charged for the brokerage fees, commissions and other fees and expenses of such parties (third party costs).

In addition to such costs directly related to the purchase of securities (direct costs), Noteholders must also take into account any follow-up costs (such as custody fees). Investors should inform themselves about any additional costs incurred in connection with the purchase, custody or sale of the Notes before investing in the Notes.

A Noteholder's effective yield on the Notes may be diminished by the tax impact on that Noteholder of its investment in the Notes

Payments of interest on the Notes, or profits realised by the Noteholder upon the sale or repayment of the Notes, may be subject to taxation in its home jurisdiction or in other jurisdictions in which it is required to pay taxes. The tax impact on Noteholders generally in France and Luxembourg is described under "Taxation" below; however, the tax impact on an individual Noteholder may differ from the situation described for Noteholders generally. BFCM advises all investors to contact their own tax advisors for advice on the tax impact of an investment in the Notes.

The amount of principal payable at redemption may be less than the nominal amount of such Notes or even zero

In certain circumstances, the amount of principal payable at redemption may not be the nominal amount of such Notes and may mean that investors lose a partial or total amount of their capital invested.

Risks related to the market generally

Set out below is a brief description of certain market risks, including liquidity risk and interest rate risk:

The trading market for debt securities may be volatile and may be adversely impacted by many events

The market for debt securities issued by banks is influenced by economic and market conditions and, to varying degrees, market conditions, interest rates, currency exchange rates and inflation rates in other European and other industrialised countries. There can be no assurance that events in France, Europe or elsewhere will not cause market volatility or that such volatility will not adversely affect the price of Notes or that economic and market conditions will not have any other adverse effect.

An active trading market for the Notes may not develop

There can be no assurance that an active trading market for the Notes will develop, or, if one does develop, that it will be maintained. If an active trading market for the Notes does not develop or is not maintained, the market or trading price and liquidity of the Notes may be adversely affected. The Issuer or its affiliates are entitled to buy and sell the Notes for their own account or for the account of others, and to issue further Notes. Such transactions may favourably or adversely affect the price development of the Notes. If additional and competing products are introduced in the markets, this may adversely affect the value of the Notes.

The value of Fixed Rate Notes may change

Investors in Fixed Rate Notes are exposed to the risk that subsequent changes in interest rates may adversely affect the value of such Notes.

Risks related to the Notes generally

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

EU Savings Directive

On 3 June 2003, the European Council of Economics and Finance Ministers adopted a directive 2003/48/EC regarding the taxation of savings income in the form of interest payments (the “**Savings Directive**”). The Savings Directive requires Member States, subject to a number of conditions being met, to provide to the tax authorities of other Member States details of payments of interest and other similar income made by a paying agent located within their jurisdiction to an individual resident in that other Member State, except that, for a transitional period, Luxembourg and Austria will instead withhold an amount on interest payments unless the relevant beneficial owner of such payment elects otherwise and authorises the paying agent to disclose the above information (see “Taxation — EU Directive on the Taxation of Savings Income”). A number of non-EU countries and territories, including Switzerland, have adopted similar measures (a withholding system in the case of Switzerland).

If a payment were to be made or collected through a Member State which has opted for a withholding system and an amount of, or in respect of, tax were to be withheld from that payment, neither the Issuer nor any Paying Agent nor any other person would be obliged to pay additional amounts with respect to any Note as a result of the imposition of such withholding tax. If a withholding tax is imposed on a payment made by a Paying Agent, the Issuer will be required to maintain a Paying Agent in a Member State that will not be obliged to withhold or deduct tax pursuant to the Savings Directive.

The European Commission has proposed certain amendments to the Savings Directive, which may, if implemented, amend or broaden the scope of the requirements described above. Investors who are in any doubt as to their position should consult their professional advisors.

Integral multiples of less than the Specified Denomination

In relation to any issue of Notes which have denominations consisting of a minimum Specified Denomination plus a higher integral multiple of another smaller amount, it is possible that the Notes may be traded in amounts in excess of such Specified Denomination that are not integral multiples of such Specified Denomination. In such a case a Noteholder who, as a result of trading such amounts, holds a principal amount of less than the minimum Specified Denomination will not receive a definitive Note in respect of such holding (should definitive Notes be printed) and would need to purchase a principal amount of Notes such that it holds an amount equal to one or more Specified Denominations

French Insolvency Law

Under French insolvency law as amended by law n°2010-1249 dated 22 October 2010, holders of debt securities are automatically grouped into a single assembly of holders (the “**Assembly**”) in order to defend their common interests, if a preservation procedure (*procédure de sauvegarde*), an accelerated financial preservation procedure (*procédure de sauvegarde financière accélérée*) or a judicial reorganisation procedure (*procédure de redressement judiciaire*) is opened in France with respect to the Issuer, in order to defend their common interests.

The Assembly comprises holders of all debt securities issued by the Issuer (including the Notes), whether or not under a debt issuance programme (EMTN) and regardless of their governing law.

The Assembly deliberates on the draft safeguard (*projet de plan de sauvegarde*) or judicial reorganisation plan (*projet de plan de redressement*) applicable to the Issuer and may further agree to:

- increase the liabilities (charges) of holders of debt securities (including the Noteholders) by rescheduling and/or writing-off debts;
- establish an unequal treatment between holders of debt securities (including the Noteholders) as appropriate under the circumstances; and/or
- decide to convert debt securities (including the Notes) into shares.

Decisions of the Assembly will be taken by a two-third majority (calculated as a proportion of the debt securities held by the holders attending such Assembly or represented thereat). No quorum is required to convoke the Assembly.

For the avoidance of doubt, the provisions relating to the Meetings of the Noteholders described in this Base Prospectus and in the relevant Schedule of the Agency Agreement will not be applicable in these circumstances.

Credit ratings may not reflect all risks

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

DOCUMENTS INCORPORATED BY REFERENCE

This Base Prospectus should be read and construed in conjunction with the following documents which have been previously published or are published simultaneously with this Base Prospectus and have been filed with the AMF as competent authority in France for purposes of the Prospectus Directive and shall be incorporated in, and form part of, this Base Prospectus:

- (a) the sections referred to in the table below included in the 2010 *Document de Référence* of the Issuer, published in French, which was filed with the AMF under number D.11-396 on 28 April 2011, and in English, and which is available on the website of the AMF (www.amf-france.org) (the sections referred to in the table below, together, the “**2010 DR**”). The 2010 DR includes the audited consolidated annual financial statements of the Issuer as at, and for the year ended 31 December 2010 and the related auditors’ report; and
- (b) the sections referred to in the table below included in the 2009 *Document de Référence* of the Issuer, published in French, which was filed with the AMF under number D.10-356 on 28 April 2010, and in English, and which is available on the website of the AMF (www.amf-france.org) (the sections referred to in the table below, together, the “**2009 DR**”). The 2009 DR includes the audited consolidated annual financial statements of the Issuer as at, and for the year ended 31 December 2009 and the related auditors’ report.

Such sections shall be deemed to be incorporated in, and form part of this Base Prospectus, save that any statement contained in this Base Prospectus or in a section which is incorporated by reference herein shall be deemed to be modified or superseded for the purposes of this Base Prospectus to the extent that a statement contained in any section which is subsequently incorporated by reference herein by way of a supplement prepared in accordance with Article 16 of the Prospectus Directive notifies or supersedes such earlier statement (whether expressly, by implication or otherwise). Any statement so modified or superseded shall not except as so modified or superseded, constitute a part of this Base Prospectus.

The Issuer will provide, without charge, to each person to whom a copy of this Base Prospectus has been delivered, upon the oral or written request of such person, a copy of any or all of the documents containing the sections which, or portions of which, are incorporated herein by reference. Written or oral requests for such documents should be directed to the Issuer at its principal office set out at the end of this Base Prospectus. In addition, such documents containing the sections incorporated by reference will be available on the website of the AMF (www.amf-france.org).

**CROSS-REFERENCE LIST IN RESPECT OF THE FINANCIAL INFORMATION OF
BFCM INCORPORATED BY REFERENCE**

Annex XI of the European Regulation 809/2004/EC OF 29 April 2004	2010 DR (French and English version) Page	2009 DR (French and English version) Page
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STATUTORY AUDITORS

Names and addresses of the Issuer's auditors for the period covered by the historical financial information	186
---	-----

RISK FACTORS

Disclosure of risk factors	99 to 102
----------------------------	-----------

INFORMATION ABOUT THE ISSUER

History and development of the Issuer	8 to 9
--	---------------

Legal and commercial name of the Issuer	180
---	-----

Place of registration of the Issuer and its registration number	181
---	-----

Date of incorporation and the length of life of the Issuer	181
--	-----

Domicile and legal form of the Issuer, the legislation under which the Issuer operates, its country of incorporation, and the address and telephone number of its registered office	181 to 182
---	------------

Events particular to the Issuer which are to a material extent relevant to the evaluation of the Issuer's solvency	180
--	-----

BUSINESS OVERVIEW

Principal activities

Description of the Issuer's principal activities stating the main categories of products sold and/or services performed	14 to 24
---	----------

Indication of any significant new products and/or activities	10
--	----

Principal markets

Brief description of the principal markets in which the Issuer completes 10 to 11

Basis for any statements made by the Issuer regarding its competitive position 11

ORGANISATIONAL STRUCTURE

Brief description of the group and of the Issuer's position within it 5

If the Issuer is dependent upon other entities within the group, this must be clearly stated together with an explanation of this dependence 8

TREND INFORMATION

Include a statement that there has been no material adverse change in the prospects of the Issuer since the date of its last published audited financial statements. 98

In the event that the Issuer is unable to make such a statement, provide details of this material adverse change.

Information on any known trends, uncertainties, demands, commitments or events that are reasonably likely to have a material effect on the Issuer's prospects for at least the current financial year. 98

ADMINISTRATIVE, MANAGEMENT AND SUPERVISORY BODIES

Names, business addresses and functions in the Issuer of the following persons, and an indication of the principal activities performed by them outside the Issuer where these are significant with respect to that Issuer: 27 to 33

(a) members of the administrative, management or supervisory bodies;

(b) partners with unlimited liability, in the case of a limited partnership with a share capital

Administrative, Management, and Supervisory 34
bodies conflicts of interests.

Potential conflicts of interests between any duties to the issuing entity of the persons referred to in item 9.1 and their private interests and or other duties must be clearly stated. In the event that there are no such conflicts, make a statement to that effect.

MAJOR SHAREHOLDERS

To the extent known to the Issuer, state whether the Issuer is directly or indirectly owned or controlled and by whom and describe the nature of such control, and describe the measures in place to ensure that such control is not abused. 6 to 8

A description of any arrangements, known to the Issuer, the operation of which may at a subsequent date result in a change in control of the Issuer. 8

FINANCIAL INFORMATION CONCERNING THE ISSUER'S ASSETS AND LIABILITIES, FINANCIAL POSITION AND PROFITS AND LOSSES

Consolidated Financial Statements

(a)	balance sheet;	121	121
(b)	income statement;	122	122
(c)	cash flow statement; and	123	123
(d)	accounting policies and explanatory notes.	125 to 165	125 to 163

Statutory Annual Financial Statements

(a)	balance sheet;	55 to 56	54 to 55
(b)	income statement;	57	56
(c)	cash flow statement; and		
(d)	accounting policies and explanatory notes.	58 to 89	57 to 87

Auditing of historical annual financial information

Auditors' report on the consolidated financial statements	166 to 168	163 to 165
---	------------	------------

Auditors' report on the statutory annual financial statements	90 to 92	88 to 90
---	----------	----------

Age of latest financial information

The last year of audited financial information may not be older than 18 months from the date of the registration document.	180	173
--	-----	-----

Legal and arbitration proceedings

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.	180	
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Significant change in the Issuer's financial or trading position

A description of any significant change in the financial or trading position of the group which has occurred since the end of the last financial period for which either audited financial information or interim financial information have been published, or an appropriate negative statement.	180	
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MATERIAL CONTRACTS

A brief summary of all material contracts that are not entered into in the ordinary course of the Issuer's business, which could result in any group member being under an obligation or entitlement that is material to the Issuer's ability to meet its obligation to security holders in respect of the securities being issued.	180	
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DOCUMENTS ON DISPLAY

A statement that for the life of the registration document the following documents (or copies thereof), where applicable, may be inspected:	187	
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- (a) the memorandum and articles of association of the Issuer;

- (b) all reports, letters, and other documents, historical financial information, valuations and statements prepared by any expert at the Issuer's request any part of which is included or referred to in the registration document;
- (c) the historical financial information of the Issuer or, in the case of a group, the historical financial information of the Issuer and its subsidiary undertakings for each of the two financial years preceding the publication of the registration document.

An indication of where the documents on display 186
may be inspected, by physical or electronic means.

GENERAL DESCRIPTION OF THE PROGRAMME

The following description of the Programme does not purport to be complete and is qualified by the remainder of this Base Prospectus and, in relation to the terms and conditions of any particular Tranche of Notes, the applicable Final Terms. Words and expressions defined under “Terms and Conditions of the Notes” shall have the same meanings in this section.

Issuer	Banque Fédérative du Crédit Mutuel
Description	Euro Medium Term Note Programme (the “Programme”)
Size	Up to euro 45,000,000,000 (or the equivalent in other currencies at the date of issue) aggregate principal amount of Notes outstanding at any one time.
Arranger	BNP Paribas
Dealers	<p>Banque Fédérative du Crédit Mutuel, BNP Paribas, Goldman Sachs International, HSBC Bank plc and The Royal Bank of Scotland plc.</p> <p>The Issuer may from time to time terminate the appointment of any dealer under the Programme or appoint additional dealers either in respect of one or more Tranches or in respect of the whole Programme. References in this Base Prospectus to “Permanent Dealers” are to the persons listed above as Dealers and to such additional persons that are appointed as dealers in respect of the whole Programme (and whose appointment has not been terminated) and to “Dealers” are to all Permanent Dealers and all persons appointed as a dealer in respect of one or more Tranches.</p> <p>At the date of this Base Prospectus, only credit institutions and investment firms incorporated in a member state of the European Union (“EU”) and which are authorised by the relevant authorities of such member home state to lead-manage bond issues in such member state may (a) act as Dealers with respect to non-syndicated issues of Notes denominated in euro and (b) as lead managers of issues of Notes denominated in euro issued on a syndicated basis.</p>
Risk Factors	<p>There are certain factors that may affect the Issuer’s ability to fulfil its obligations under Notes issued under the Programme. These are set out under “Risk Factors” below and include the following risk factors related to the Issuer and its industry:</p>

- (i) Unforeseen events can interrupt the Issuer's operations and cause substantial losses and additional costs.
- (ii) Four main categories of risks are inherent to the Issuer's activities:
 - *Credit Risk*. Credit risk is the risk of financial loss relating to the failure of an obligor to honour its contractual obligations.
 - *Market and Liquidity Risk*. Market risk is the risk related to earnings, which arises primarily from adverse movements of trading and non-trading market parameters. Liquidity risk, which is also referred to as funding risk, is the inability of the Issuer to meet its obligations at an acceptable cost in a given currency and location.
 - *Operational Risk*. Operational risk corresponds to the risk of losses due to inadequate or failed internal processes, or due to external events, whether deliberate, accidental or natural occurrences.
 - *Insurance Risk*. Insurance risk is the risk to earnings due to mismatches between expected and actual claims.
- (iii) An interruption in or a breach of the Issuer's information systems may result in lost business and other losses.
- (iv) The BFCM Group is subject to extensive supervisory and regulatory regimes in France and other jurisdictions in which it operates.
- (v) BFCM's business could be affected by the financial condition or operating results of its parent group.
- (vi) Changes in the French and European regulatory frameworks could adversely affect the BFCM Group's business.

In addition, there are certain factors which are material for the purpose of assessing the risks associated with Notes issued under the Programme, including the following:

- (i) The Notes may not be a suitable investment for all investors;

- (ii) An early redemption at the option of the Issuer, if provided for in any Final Terms for a particular issue of Notes, could cause the yield anticipated by Noteholders to be considerably less than anticipated;
- (iii) Investors will not be able to calculate in advance their rate of return on Floating Rate Notes;
- (iv) Zero coupon Notes are subject to higher price fluctuations than non-discounted Notes;
- (v) Foreign currency Notes expose investors to foreign-exchange risk as well as to Issuer risk;
- (vi) Holders of Subordinated Notes face a significantly increased risk that the Notes will not perform as anticipated;
- (vii) Investments in Index Linked Notes entail significant risks and may not be appropriate for investors lacking financial expertise;
- (viii) A Noteholder's actual yield on the Notes may be reduced from the stated yield by transaction costs;
- (ix) A Noteholder's effective yield on the Notes may be diminished by the tax impact on that Noteholder of its investment in the Notes;
- (x) The amount of principal payable at redemption may be less than the nominal amount of such Notes or even zero;
- (xi) The trading market for debt securities may be volatile and may be adversely impacted by many events;
- (xii) An active trading market for the Notes may not develop;
- (xiii) Fixed Rate Notes may change in value due to changes in interest rates;
- (xiv) Changes to the EU Savings Directive may broaden or amend the scope of the requirements regarding the taxation of savings income in the form of interest payments;
- (xv) Holders of Notes of less than €50,000 (or its equivalent in another currency) in principal amount may not receive definitive Notes where the minimum Specified Denomination is €50,000 (or its equivalent in another currency).
- (xvi) French insolvency law could impose automatic

requirements for an assembly which will override the provisions in the Notes relating to meetings of Noteholders.

(xvii) The Credit Ratings assigned to the Notes may not reflect all the risks

Please see “Risk Factors” above for further details.

**Fiscal Agent and Principal
Paying Agent**

BNP Paribas Securities Services, Luxembourg Branch.

Paying Agents

Citibank N.A., London Branch, The Bank of New York Mellon, Brussels and BNP Paribas Securities Services in Paris.

Method of Issue

The Notes will be issued on a syndicated or non-syndicated basis. The Notes will be issued on a continuous basis in series (each a “Series”) having one or more issue dates and on terms otherwise identical (or identical other than in respect of the first payment of interest), the Notes of each Series being intended to be interchangeable with all other Notes of that Series. Each Series may be issued in tranches (each a “Tranche”) on the same or different issue dates. Further Notes may be issued as part of an existing Series. The specific terms of each Tranche (which will be supplemented, where necessary, with supplemental terms and conditions and, save in respect of the issue date, issue price, first payment of interest and principal amount of the Tranche, will be identical to the terms of other Tranches of the same Series) will be set out in the relevant Final Terms.

Redenomination

Notes issued in the currency of any Member State of the European Union which participates in the third stage of European Economic and Monetary Union may be redenominated into euro, all as more fully provided in the relevant Final Terms, pursuant to the “Terms and Conditions of the Notes - Form, Denomination, Title and Redenomination” below.

Issue Price

Notes may be issued at their principal amount or at a discount or premium to their principal amount. Partly Paid Notes may be issued, the issue price of which will be payable in two or more instalments.

Form of Notes

The Notes may be issued in bearer form only. Each Tranche of Notes will be represented on issue by interests in a Temporary Global Note if (i) definitive Notes are to be made available to Noteholders following the expiry of 40 days after their issue date or (ii) such Notes have an initial maturity of more

than one year and are being issued in compliance with the D Rules (as defined below under “Selling Restrictions”). Otherwise, such Tranche will be represented by a Permanent Global Note in bearer form without interest coupons.

Initial Delivery of Notes

On or before the issue date for each Tranche, if the relevant Global Note is intended to be recognised as eligible collateral for Eurosystem monetary policy and intra-day credit operations, the Global Note will be delivered to a Common Safekeeper for Euroclear and Clearstream, Luxembourg. On or before the issue date for each Tranche, if the relevant Global Note is not intended to be recognised as eligible collateral for Eurosystem monetary policy and intra-day credit operations, the Global Note representing Notes may be deposited with a common depositary for Euroclear and Clearstream, Luxembourg. Global Notes may also be deposited with any other clearing system or may be delivered outside any clearing system provided that the method of such delivery has been agreed in advance by the Issuer, the Fiscal Agent and the relevant Dealer. In the case of NGNs, any such other clearing system must be authorised to hold such notes as eligible collateral for Eurosystem monetary policy and intra-day credit operations.

Clearing Systems

Clearstream, Luxembourg, Euroclear, Euroclear France and, in relation to any Tranche, such other clearing system as may be required or agreed between the Issuer, the Fiscal Agent and the relevant Dealer.

Currencies

Subject to compliance with all relevant laws, regulations and directives, Notes may be issued in any currency agreed between the Issuer and the relevant Dealers.

Maturities

Any maturity greater than seven days. Subordinated Notes, the proceeds of which constitute Tier 1 Capital or Upper Tier 2 Capital (each as defined below) will have no fixed maturity date. The maturity of Subordinated Notes, the proceeds of which constitute Lower Tier 2 Capital (as defined below), will not be less than five years, and the maturity of Subordinated Notes, the proceeds of which constitute Tier 3 Capital (as defined below) will not be less than two years, or in either case such other minimum maturity as may be required by applicable legal and regulatory requirements.

Denomination

Notes will be issued in such denominations as may be specified in the relevant Final Terms save that:

- (i) in the case of any Notes admitted to trading on a Regulated Market or offered to the public within the territory of any EEA Member State in circumstances which require the publication of a prospectus under the Prospectus Directive, the minimum denomination shall be €1,000 (or its equivalent in any other currency or currencies as at the date of issue of those Notes);
- (ii) the minimum denomination of each Note will be such as may be allowed or required from time to time by the relevant central bank (or equivalent body) or any laws or regulations applicable to the relevant Specified Currency; and
- (iii) unless otherwise permitted by then current laws and regulations, Notes (including Notes denominated in sterling) which have a maturity of less than one year and in respect of which the issue proceeds are to be accepted by the Issuer in the United Kingdom or whose issue otherwise constitutes a contravention of section 19 of the Financial Services and Markets Act 2000 will have a minimum denomination of £100,000 (or its equivalent in another currency).

Fixed Interest Rate Notes

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

Floating Rate Notes

Floating Rate Notes will bear interest set separately for each Series by reference to EURIBOR, LIBOR, LIBID, or LIMEAN (or such other benchmark as may be specified in the relevant Final Terms) as adjusted for any applicable margin. Interest periods will be specified in the relevant Final Terms.

Zero Coupon Notes

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

Variable Coupon Amount Notes

The Final Terms issued in respect of each issue of variable coupon amount Notes will specify the basis for calculating the amounts of interest payable, which may be by reference to a stock index or formula or as otherwise provided in the relevant Final Terms.

Index Linked Notes	Payments (whether in respect of principal or interest and whether at maturity or otherwise) in respect of Index Linked Notes will be calculated by reference to such Index and/or Formula as agreed between the Issuer and the relevant Dealer(s) prior to issue and set out in the applicable Final Terms. The performance of any Index Linked Notes may be negative.
Specified Interest Payment Dates, Interest Periods and Rates of Interest	The relevant Final Terms will specify the dates on which interest shall be payable. The length of the interest periods for the Notes and the applicable rate of interest or its method of calculation may differ from time to time or be constant for any Series. Notes may have a maximum rate of interest, a minimum rate of interest, or both. The use of interest accrual periods permits the Notes to bear interest at different rates in the same interest period. All such information will be set out in the relevant Final Terms.
Redemption	Unless otherwise stated in the relevant Final Terms, the redemption amount will be the nominal amount of the Notes. Unless otherwise permitted by the current laws and regulations, Notes (including Notes denominated in sterling) which have a maturity of less than one year and in respect of which the issue proceeds are to be accepted by the Issuer in the United Kingdom or whose issue otherwise constitutes a contravention of section 19 of the Financial Services and Markets Act 2000 will have a minimum redemption value of £100,000 (or its equivalent in another currency).
Redemption by Instalments	The Final Terms issued in respect of each issue of Notes that are redeemable in two or more instalments will set out the dates on which, and the amounts in which, such Notes may be redeemed.
Other Notes	Terms applicable to high interest Notes, low interest Notes, step-up Notes, step-down Notes, dual currency Notes, reverse dual currency Notes, optional dual currency Notes, Partly Paid Notes and any other type of Note that the Issuer and any Dealer or Dealers may agree to issue under the Programme will be set out in the relevant Final Terms.
Optional Redemption	The Final Terms issued in respect of each issue of Notes will state whether such Notes may be redeemed prior to their stated maturity at the option of the Issuer (either in whole or in part) and/or the

holders, and if so the terms applicable to such redemption.

Status of Notes

Notes issued under the Programme may be unsubordinated (“Unsubordinated Notes”) or subordinated (“Subordinated Notes”). Unsubordinated Notes will constitute direct, unconditional, unsubordinated and unsecured obligations of the Issuer and Subordinated Notes will constitute direct, unconditional, subordinated and unsecured obligations of the Issuer, all as described in “Terms and Conditions of the Notes — Status”.

The Issuer may issue Subordinated Notes which constitute Ordinarily Subordinated Notes, Deeply Subordinated Notes, Dated Subordinated Notes or Undated Subordinated Notes, all as set out and defined in Condition 2(b).

The proceeds of the Subordinated Notes may or may not constitute (i) *fonds propres de base* within the meaning of Article 2 of the *Comité de la Réglementation Bancaire et Financière* (the “CRBF”) Regulation no. 90-02 of 23 February 1990, as amended (“Tier 1 Capital”); (ii) *fonds propres complémentaires* within the meaning of Article 4(c) of the CRBF Regulation no. 90-02 of 23 February 1990 as amended (“Upper Tier 2 Capital”); (iii) *fonds propres complémentaires* within the meaning of Article 4 (d) of the CRBF Regulation no. 90-02 of 23 February 1990 as amended (“Lower Tier 2 Capital”, together with Upper Tier 2 Capital “Tier 2 Capital”); (iv) *fonds propres surcomplémentaires* within the meaning of Article 5 *ter* of the CRBF Regulation no. 90-02 of 23 February 1990 as amended (“Tier 3 Capital”); and (v) additional Tier 1 Capital or Tier 2 Capital within the meaning of the Basel Committee on Banking Supervision’s proposals known as “Basel III”, including the Basel III rules texts¹ published by the Basel Committee on Banking Supervision on 16 December 2010, a press release published by the Basel Committee on Banking Supervision dated 13 January 2011, together with any relevant Basel III related publications issued by the Basel Committee on Banking Supervision, if such Regulation is

¹ Which include in particular the documents entitled “Basel III: A global regulatory framework for more resilient banks and banking systems” and “Basel III: International framework for liquidity risk measurement, standards and monitoring”.

applicable, as described in the applicable Final Terms – see “Terms and Conditions of Notes — Status”.

If so specified in the relevant Final Terms, the payment of interest in respect of Subordinated Notes without a specified maturity date (“Undated Subordinated Notes”) may be deferred in accordance with the provisions of Condition 4(g) – see “Terms and Conditions of Notes — Interest and Other Calculations”.

Negative Pledge

There will be a negative pledge in respect of Unsubordinated Notes as set out in Condition 3 – see “Terms and Conditions of the Notes — Negative Pledge”.

Cross Default

There will be a cross-default as set out in Condition 9(a)(iii) – see “Terms and Conditions of the Notes — Events of Default”.

Early Redemption

Except as provided in “Optional Redemption” above, Notes will be redeemable at the option of the Issuer prior to maturity only for tax reasons. See “Terms and Conditions of the Notes — Redemption, Purchase and Options”.

Withholding Tax

- 1 All payments of principal and interest by or on behalf of the Issuer in respect of the Notes shall be made free and clear of, and without withholding or deduction for, any taxes, duties, assessments or governmental charges of whatever nature imposed, levied, collected, withheld or assessed by or within France or any authority therein or thereof having power to tax, unless such withholding or deduction is required by law.
- 2 Notes (except Notes which are to be consolidated (*assimilables* for the purpose of French law) and form a single series with Notes issued before 1 March 2010 having the benefit of Article 131 *quater* of the French General Tax Code (the “**French General Tax Code**”)) fall under the French withholding tax regime pursuant to the French *loi de finances rectificative pour 2009 no. 3* (n°2009-1674 dated 30 December 2009) (the “**Law**”). Payments of interest and other revenues made by the Issuer on such Notes will not be subject to the withholding tax set out under Article 125 A III of the French General Tax Code unless

such payments are made outside France in a non-cooperative State or territory (*Etat ou territoire non coopératif*) within the meaning of Article 238-0 A of the French General Tax Code (a “**Non-Cooperative State**”). If such payments under the Notes are made in a Non-Cooperative State, a 50% withholding tax will be applicable (subject to certain exceptions described below and the more favourable provisions of any applicable double tax treaty) by virtue of Article 125 A III of the French General Tax Code.

Furthermore, interest and other revenues on such Notes will not be deductible from the Issuer's taxable income if they are paid or accrued to persons domiciled or established in a Non-Cooperative State or paid in such a Non-Cooperative State. Under certain conditions, any such non-deductible interest and other revenues may be recharacterised as constructive dividends pursuant to Article 109 of the French general tax code, in which case such non-deductible interest and other revenues may be subject to the withholding tax set out under Article 119 *bis* of the French general tax code, at a rate of 25% or 50%.

Notwithstanding the foregoing, the Law provides that neither the 50% withholding tax nor the non-deductibility will apply if the Issuer can prove that the principal purpose and effect of a particular issue of Notes was not that of allowing the payments of interest or other revenues to be made in a Non-Cooperative State (the “**Exception**”). Pursuant to the ruling (*rescrit*) of the French tax authorities no. 2010/11 (FP and FE) dated 22 February 2010, an issue of Notes will benefit from the Exception without the Issuer having to provide any proof of the purpose and effect of such issue of Notes, if such Notes are:

- (i) offered by means of a public offer within the meaning of Article L.411-1 of the French Monetary and Financial Code or pursuant to an equivalent offer in a State other than a Non-Cooperative State. For this purpose, an “equivalent offer” means any offer requiring the registration or submission of an offer

document by or with a foreign securities market authority; or

- (ii) admitted to trading on a regulated market or on a French or foreign multilateral securities trading system provided that such market or system is not located in a Non-Cooperative State, and the operation of such market is carried out by a market operator or an investment services provider, or by such other similar foreign entity, provided further that such market operator, investment services provider or entity is not located in a Non-Cooperative State; or
- (iii) admitted, at the time of their issue, to the operations of a central depository or of a securities clearing and delivery and payments systems operator within the meaning of Article L.561-2 of the French Monetary and Financial Code, or of one or more similar foreign depositories or operators provided that such depository or operator is not located in a Non-Cooperative State.

- 3 Interest and other revenues paid by the Issuer on Notes which are to be consolidated (*assimilables* for the purpose of French law) and form a single series with Notes issued (or deemed issued) outside France as provided under Article 131 *quater* of the French General Tax Code before 1 March 2010, will continue to be exempt from the withholding tax set out under Article 125 A III of the French General Tax Code.

In addition, interest and other revenues paid by the Issuer on Notes which are to be consolidated (*assimilables* for the purpose of French law) and form a single series with Notes issued before 1 March 2010 will not be subject to the withholding tax set out in Article 119 *bis* of the French General Tax Code solely on account of their being paid in a Non-Cooperative State or accrued or paid to persons established or domiciled in a Non-Cooperative State.

Ratings

Notes issued under the Programme will be rated or unrated. Details of the rating, if any, attributable to an issue of Notes will be set out in the applicable Final Terms. A rating is not a recommendation to

buy, sell or hold securities and may be subject to suspension, change or withdrawal at any time by the assigning rating agency.

Governing Law

English law, except with regard to provisions in respect of Subordinated Notes, which shall be governed by French law.

Listing and Admission to Trading

The Notes issued under the Programme may be listed on Euronext Paris and/or the Luxembourg Stock Exchange or as otherwise specified in the relevant Final Terms. A Series of Notes need not be listed on any stock exchange.

Offer to the Public

Notes issued by the Issuer may be offered to the public in France and any other EEA member State in which the Base Prospectus is passported pursuant to the Prospectus Directive.

Selling Restrictions

There are restrictions on the sale of Notes and the distribution of offering material in various jurisdictions, including the EEA and certain of its Member States, the United Kingdom, France, Japan and the United States. See “Subscription and Sale”. In connection with the offering and sale of a particular Tranche, additional selling restrictions may be imposed which will be set out in the relevant Final Terms.

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

The Notes will be issued in compliance with U.S. Treas. Reg. §1.163-5'(2)(i)(D) (the “D Rules”) unless (i) the relevant Final Terms state that Notes are issued in compliance with U.S. Treas. Reg. §1.163-5'(2)(i) (the “C Rules”) or (ii) the Notes are issued other than in compliance with the D Rules or the C Rules but in circumstances in which the Notes will not constitute “registration required obligations” under the United States Tax Equity and Fiscal Responsibility Act of 1982 (“TEFRA”), which circumstances will be referred to in the relevant Final Terms as a transaction to which TEFRA is not applicable.

TERMS AND CONDITIONS OF THE NOTES

The following is the text of the terms and conditions that, subject to completion and amendment and as supplemented or varied in accordance with the provisions of the relevant Final Terms, shall be applicable to the Notes in definitive form (if any) issued in exchange for the Global Note(s) representing each Series. Either (i) the full text of these terms and conditions together with the relevant provisions of the Final Terms or (ii) these terms and conditions as so completed, amended, supplemented or varied (and subject to simplification by the deletion of non-applicable provisions), shall be endorsed on such Notes. All capitalised terms that are not defined in these Conditions will have the meanings given to them in the relevant Final Terms. Those definitions will be endorsed on the definitive Notes. References in the Conditions to “Notes” are to the Notes of one Series only, not to all Notes that may be issued under the Programme.

The Notes are issued by Banque Fédérative du Crédit Mutuel (the “Issuer”) pursuant to an amended and restated agency agreement dated 7 July 2011 (as amended and/or supplemented as at the date of issue of the Notes (the “Issue Date”), the “Agency Agreement”) between the Issuer, BNP Paribas Securities Services, Luxembourg Branch as fiscal agent and principal paying agent (the “Fiscal Agent”), initial calculation agent (the “Calculation Agent”), redenomination agent (the “Redenomination Agent”) and consolidation agent (the “Consolidation Agent”) and Citibank, N.A., London Branch, The Bank of New York Mellon, Brussels and BNP Paribas Securities Services as paying agents (together with the Fiscal Agent and any additional or other paying agents in respect of the Notes from time to time appointed and, where the context so admits, the “Paying Agents”). If a Calculation Agent is not specified on the Notes and the terms and conditions require that a Calculation Agent be appointed then the Fiscal Agent shall act as Calculation Agent. The Noteholders (as defined below), the holders of the interest coupons (the “Coupons”) appertaining to interest bearing Notes and, where applicable in the case of such Notes, talons for further Coupons (the “Talons”) (the “Couponholders”) and the holders of the receipts for the payment of instalments of principal (the “Receipts”) relating to Notes of which the principal is payable in instalments are deemed to have notice of all of the provisions of the Agency Agreement applicable to them. The Notes are issued with the benefit of an amended and restated deed of covenant (as amended and/or supplemented as at the Issue Date, the “Deed of Covenant”) dated 7 July 2011 executed by the Issuer in relation to the Notes.

Copies of the Agency Agreement and the Deed of Covenant are available for inspection at the specified offices of each of the Paying Agents.

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

1 Form, Denomination, Title and Redenomination

The Notes are issued in bearer form.

Notes are serially numbered and are issued with Coupons (and, where appropriate, a Talon) attached, save in the case of Notes that do not bear interest, in which case references to interest (other than in relation to interest due after the Maturity Date), Coupons and Talons in these Conditions are not applicable. Any Note the principal amount of which is redeemable in instalments is issued with one or more Receipts attached.

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

In these Conditions, “Noteholder” means the bearer of any Note and the Receipts relating to it, “holder” (in relation to a Note, Receipt, Coupon or Talon) means the bearer of any Note, Receipt, Coupon or Talon and capitalised terms have the meanings given to them hereon, the absence of any such meaning indicating that such term is not applicable to the Notes.

The Issuer may (if so specified hereon) without the consent of the holder of any Note, Receipt, Coupon or Talon, by giving at least 30 days’ notice in accordance with Condition 13, redenominate all, but not some only, of the Notes of any Series on or after the date on which the Member State of the European Union in whose national currency such Notes are denominated has become a participant member in the third stage of European economic and monetary union (“EMU”), all as more fully provided hereon.

2 Status

(a) *Status of Unsubordinated Notes:*

Unsubordinated Notes (“Unsubordinated Notes”) (being those Notes the status of which the applicable Final Terms specify as Unsubordinated Notes) and the Receipts and Coupons relating to them constitute (subject to Condition 3) direct, unconditional, unsecured and unsubordinated obligations of the Issuer and rank and will rank *pari passu* and rateably without any preference among themselves and save for statutorily preferred exceptions, at least equally with all other unsecured and unsubordinated obligations (including deposits), present and future, of the Issuer.

(b) *Status of Subordinated Notes:*

(i) General

Subordinated notes (“Subordinated Notes”) comprise Ordinarily Subordinated Notes, Deeply Subordinated Notes, Dated Subordinated Notes and Undated Subordinated Notes (all as defined below).

(ii) Ordinarily Subordinated Notes

Ordinarily subordinated Notes and, if the applicable Final Terms specify that the payment obligations of the Issuer under the Coupons are subordinated, the Coupons relating to them (“Ordinarily Subordinated Notes”), constitute direct, unconditional, subordinated and unsecured obligations of the Issuer and rank *pari passu* among themselves and with all other present and future unsecured, unconditional and subordinated indebtedness of the Issuer but in priority to the *prêts participatifs* granted to, and *titres participatifs* issued by, the Issuer.

(iii) Deeply Subordinated Notes

Deeply subordinated Notes and, if the applicable Final Terms specify that the payment obligations of the Issuer under the Coupons are subordinated, the Coupons relating to them (“Deeply Subordinated Notes”) constitute direct, unconditional, unsecured and subordinated obligations of the Issuer and rank and will rank *pari passu* among themselves and (unless otherwise specified in the relevant Final Terms) *pari passu* with all other present and future Deeply Subordinated Notes, but behind *prêts participatifs* granted to, and *titres participatifs* issued by the Issuer and Ordinarily Subordinated Notes.

(iv) Dated Subordinated Notes

Subordinated Notes (which terms, for the avoidance of doubt, include both Ordinarily Subordinated Notes and Deeply Subordinated Notes) may have a specified maturity date (“Dated Subordinated Notes”). Unless otherwise specified in the relevant Final Terms, payments of interest relating to Dated Subordinated Notes constitute obligations which rank

equally with the obligations of the Issuer in respect of Unsubordinated Notes issued by the Issuer in accordance with Condition 2(a).

(v) Undated Subordinated Notes

Subordinated Notes (which terms, for the avoidance of doubt, include both Ordinarily Subordinated Notes and Deeply Subordinated Notes) may not have a specified maturity date (“Undated Subordinated Notes”). Unless otherwise specified in the relevant Final Terms, payments of interest relating to Undated Subordinated Notes will be deferred in accordance with the provisions of Condition 4(e).

The use of the proceeds of issues of Undated Subordinated Notes will be set out in the relevant Final Terms.

The net proceeds of the issue of Undated Subordinated Notes may count as Upper Tier 2 Capital (as defined below). In the event of the Issuer incurring losses, such losses will be charged first against accumulated profits (“*report à nouveau*”), then against reserve, and capital, and finally, to the extent necessary, against the subordinated loans (including interest on such Notes) of the Issuer, in order to allow the Issuer to comply with the regulatory requirements applicable to banks in France, especially those relating to solvency ratios, and in order to allow the Issuer to continue its activities.

(vi) Payment of Subordinated Notes in the event of liquidation of the Issuer

Subject to applicable law in the event of the voluntary liquidation of the Issuer, bankruptcy proceedings or any other similar proceeding affecting the Issuer or in the event of transfer of the whole of its business (*cession totale de l'entreprise*) or if the Issuer is liquidated for any other reason, the payments of the creditors of the Issuer shall be made in the following order of priority (in each case subject to the payment in full of priority creditors):

- (a) unsubordinated creditors of the Issuer
- (b) holders of Ordinarily Subordinated Notes
- (c) lenders in relation to *prêts participatifs* granted to the Issuer
- (d) holders of *titres participatifs* issued by the Issuer, and
- (e) holders of Deeply Subordinated Notes.

In the event of incomplete payment of unsubordinated creditors on the *liquidation judiciaire* of the Issuer, the obligations of the Issuer in connection with the Ordinarily Subordinated Notes and the Receipts and, if the applicable Final Terms specify that the payment obligations of the Issuer under the Coupons are subordinated, the Coupons will be terminated by operation of law (then subsequently the obligations of the Issuer in relation to *prêts participatifs*, *titres participatifs* and Deeply Subordinated Notes).

(vii) Capital Adequacy

The relevant Final Terms may provide for additions or variations to the Conditions applicable to the Subordinated Notes for the purposes *inter alia* of enabling the proceeds of the issue of such Subordinated Notes to count as (i) *fonds propres* de base within the meaning of Article 2 of Regulation no. 90-02 dated 23 February 1990, as amended, of the *Comité de la Réglementation Bancaire et Financière* (“CRBF”), (in which case such Subordinated Notes will need to be Deeply Subordinated Notes) (“Tier 1 Capital”); (ii) *fonds propres complémentaires* within the

meaning of Article 4(c) of the CRBF Regulation no. 90-02 of 23 February 1990 (“Upper Tier 2 Capital”); (iii) *fonds propres complémentaires* within the meaning of Article 4(d) of the CRBF Regulation no. 90-02 of 23 February 1990 as amended (“Lower Tier 2 Capital”, together with Upper Tier 2 Capital “Tier 2 Capital”) or (iv) *fonds propres surcomplémentaires* within the meaning of Article 5 *ter* of the CRBF Regulation no. 90-02 of 23 February 1990 (“**Tier 3 Capital**”), or (v) additional Tier 1 Capital or Tier 2 Capital within the meaning of the Basel Committee on Banking Supervision’s proposals known as “Basel III”, including the Basel III rules texts² published by the Basel Committee on Banking Supervision on 16 December 2010, a press release published by the Basel Committee on Banking Supervision dated 13 January 2011, together with any relevant Basel III related publications issued by the Basel Committee on Banking Supervision, if such regulation is applicable. For the avoidance of doubt, unless otherwise specified in the relevant Final Terms, the obligations of the Issuer under any Subordinated Notes shall not be affected if such Notes no longer qualify as Tier 1 Capital, Tier 2 Capital, Tier 3 Capital or any other category of supplementary capital.

With respect to Tier 1 Capital, article 2 of Regulation N° 90-02 should be read in conjunction with the Implementation Guidelines regarding Instruments referred to in Article 57 (a) of Directive 2006/48/EC published by the Committee of European Banking Supervisors (CEBS) on 14 June 2010 and the Implementation Guidelines for Hybrid Capital Instruments published by the CEBS on 10 December 2009.

Article 2 of the CRBF Regulation no. 90-02 dated 23 February 1990 should be read in conjunction with the press release of the Bank for International Settlements dated 27 October 1998 concerning instruments eligible for inclusion in Tier 1 Capital (the “BIS Press Release”).³

3 Negative Pledge

The Issuer undertakes for the benefit of the holders of Unsubordinated Notes that, so long as any of the Unsubordinated Notes, Receipts or Coupons remain outstanding (as defined in the Agency Agreement), it will not create or permit to subsist any mortgage, lien, charge, pledge or other security interest (*sûreté réelle*) upon any of its assets or revenues, present or future, to secure any Relevant Indebtedness (as defined below) incurred by it or guaranteed by it (whether before or after the issue of the Notes) unless the Notes are equally and rateably secured so as to rank *pari passu* with such Relevant Indebtedness. For the purposes of this Condition, “Relevant Indebtedness” means any indebtedness for borrowed money in the form of, or represented by bonds, notes or other securities (including securities initially privately placed) which are for the time being, or are capable of being quoted, listed or ordinarily dealt in on any stock exchange, over-the-counter-market or other securities market. For the avoidance of doubt such provision shall not apply to Subordinated Notes.

4 Interest and other Calculations

(c) *Rate of Interest and Accrual of Interest:*

Each Note bears interest on its outstanding principal amount (or, if it is a Partly Paid Note, in accordance with Condition 4(e)) from the Interest Commencement Date at the rate per annum

² Which include in particular the documents entitled "Basel III: A global regulatory framework for more resilient banks and banking systems" and "Basel III: International framework for liquidity risk measurement, standards and monitoring".

³ The French language version of the BIS Press Release is attached to the report published annually by the *Secrétariat Général* of the *Autorité de Contrôle Prudentiel*.

(expressed as a percentage) equal to the Rate of Interest, such interest being payable in arrear on each Specified Interest Payment Date.

Interest shall cease to accrue on each Note on the due date for redemption unless, upon due presentation, payment of principal is improperly withheld or refused, in which event interest shall continue to accrue (after as well as before judgment) at the Rate of Interest in the manner provided in this Condition 4 to the Relevant Date (as defined in Condition 7).

(d) Business Day Convention:

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

(e) Rate of Interest on Floating Rate Notes:

The Rate of Interest in respect of Floating Rate Notes for each Interest Accrual Period shall be determined by the Calculation Agent at or about the Relevant Time on the Interest Determination Date in respect of such Interest Accrual Period in accordance with the following (unless otherwise specified in the relevant Final Terms):

- (i) if the Primary Source for the Floating Rate is a Page, subject as provided below, the Rate of Interest shall be:
 - (x) the Relevant Rate (where such Relevant Rate on such Page is a composite quotation or is customarily supplied by one entity); or
 - (y) the arithmetic mean of the Relevant Rates of the persons whose Relevant Rates appear on that Page,in each case appearing on such Page at the Relevant Time on the Interest Determination Date;
- (ii) if the Primary Source for the Floating Rate is Reference Banks or if sub-paragraph (i)(x) applies and no Relevant Rate appears on the Page at the Relevant Time on the Interest Determination Date or if sub-paragraph (i)(y) applies and fewer than two Relevant Rates appear on the Page at the Relevant Time on the Interest Determination Date, subject as provided below, the Rate of Interest shall be the arithmetic mean of the Relevant Rates that each of the Reference Banks is quoting to leading banks in the Relevant Financial Centre at the Relevant Time on the Interest Determination Date, as determined by the Calculation Agent; and
- (iii) if paragraph (ii) above applies and the Calculation Agent determines that fewer than two Reference Banks are so quoting Relevant Rates, subject as provided below, the Rate of Interest shall be the arithmetic mean of the rates per annum (expressed as a percentage) that the Calculation Agent determines to be the rates (being the nearest equivalent to the Benchmark) in

respect of a Representative Amount of the Specified Currency that at least two out of five leading banks selected by the Calculation Agent in the principal financial centre of the country of the Specified Currency or, if the Specified Currency is euro, in the Euro-zone as selected by the Calculation Agent (the “Principal Financial Centre”) are quoting at or about the Relevant Time on the date on which such banks would customarily quote such rates for a period commencing on the Effective Date for a period equivalent to the Specified Duration (x) to leading banks carrying on business in Europe, or (if the Calculation Agent determines that fewer than two of such banks are so quoting to leading banks in Europe) (y) to leading banks carrying on business in the Principal Financial Centre; except that, if fewer than two of such banks are so quoting to leading banks in the Principal Financial Centre, the Rate of Interest shall be the Rate of Interest determined on the previous Interest Determination Date (after readjustment for any difference between any Margin, Rate Multiplier or Maximum or Minimum Rate of Interest applicable to the preceding Interest Accrual Period and to the relevant Interest Accrual Period).

(f) *Rate of Interest on Index-Linked Notes:*

The Rate of Interest and/or the Interest Amount (whether on any Specified Interest Payment Date, early redemption, maturity or otherwise) payable in respect of Index Linked Notes shall be determined in accordance with the Index, Formula, exchange rate (or any combination thereof) in the manner specified in the applicable Final Terms.

(g) *Interest on Partly Paid Notes:*

In the case of Partly Paid Notes (other than Partly Paid Notes which are Zero Coupon Notes) interest will accrue as aforesaid on the paid-up nominal amount of such Notes and otherwise as specified in the applicable Final Terms.

(h) *Rate of Interest on Zero Coupon Notes:*

Where a Note the Rate of Interest of which is specified to be Zero Coupon is repayable prior to the Maturity Date and is not paid when due, the amount due and payable prior to the Maturity Date shall be the Early Redemption Amount of such Note. As from the Maturity Date, the Rate of Interest for any overdue principal of such a Note shall be a rate per annum (expressed as a percentage) equal to the Amortisation Yield (as described in Condition 5(b)).

(i) *Deferral of Interest – Undated Subordinated Notes:*

In the case of Undated Subordinated Notes issued by the Issuer and when so specified in the applicable Final Terms, the Board of Directors may decide, prior to any date for the payment of interest, to suspend payment of interest accrued during any interest period if at the most recent Annual General Meeting of the shareholders of the Issuer which preceded the corresponding date for the payment of interest no dividend was declared, paid or set apart for payment on or with respect to any class of share capital of the Issuer provided that notice of such decision is given to the relevant shareholders as soon as reasonably practicable following the taking of such decision and in any event no later than seven days prior to any date for the payment of interest. In such a case, any interest so suspended shall constitute “Arrears of Interest” (which term shall include interest on such unpaid interest) the payment of which shall be deferred until the date for the payment of interest immediately following the date upon which any dividend has been declared, paid or set apart for payment on or with respect to any class of share capital of the Issuer at the most recent Annual General Meeting of the shareholders of the Issuer. Arrears of Interest shall bear interest at the same rate as the Notes to which they relate.

Arrears of Interest may, at the option of the Issuer, be paid in whole or in part at any time upon the expiry of not less than seven days' notice to such effect given to the Noteholders in accordance with these Conditions but all Arrears of Interest shall (subject to applicable laws and regulations) become due in full on whichever is the earliest of (i) the date for the payment of interest immediately following the date upon which a dividend is next declared, paid or set apart as aforesaid, or (ii) the date set for any redemption or purchase pursuant to Conditions 5(d) (in the case of redemption) or 5(f) (in the case of purchase), provided all the Notes are so purchased, or (iii) the commencement of a liquidation or dissolution proceedings affecting the Issuer contemplated by Condition 9(b).

Where Arrears of Interest are paid in part, each such payment shall be applied in or towards satisfaction of the full amount of the Arrears in Interest accrued in respect of the earliest Interest period in respect of which Arrears of Interest have accrued and have not been paid in full.

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

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

(k) *Calculations:*

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

(l) *Determination and Publication of Rates of Interest, Interest Amounts, Redemption Amounts and Instalment Amounts:*

As soon as practicable on each Interest Determination Date or such other time on such date as the Calculation Agent may be required to calculate any Redemption Amount or Instalment Amount, obtain any quote or make any determination or calculation, it shall determine the Rate of Interest and calculate the Interest Amounts for the relevant Interest Accrual Period, calculate the Redemption Amount or Instalment Amount, obtain such quote or make such determination or calculation, as the case may be, and cause the Rate of Interest and the Interest Amounts for each Interest Accrual Period and the relevant Specified Interest Payment Date and, if required to be calculated, the Redemption Amount or any Instalment Amount to be notified to the Fiscal Agent, the Issuer, each of the Paying Agents, the Noteholders, any other Calculation Agent appointed in respect of the Notes that is to make a further calculation upon receipt of such information and, if the Notes are listed on a stock exchange and the rules of such exchange so require, such exchange, as soon as possible after their determination but in no event later than (i) the commencement of the relevant Interest Period, if determined prior to such time, in the case of notification to such exchange of a Rate of Interest and the Interest Amount, or (ii) in all other cases, the fourth Business Day after such determination. Where any Specified Interest Payment Date or Interest Period Date is subject to adjustment pursuant to Condition 4(b), the Interest Amounts and the Specified Interest Payment Date so published may subsequently be amended (or appropriate alternative arrangements made by way of adjustment) without notice in the event of an extension or shortening of the Interest Period. If the Notes become due and payable under Condition 9, the accrued interest and the Rate of Interest payable in respect of the Notes shall nevertheless continue to be calculated as previously in accordance with this Condition but no publication of the Rate of Interest or the Interest Amount so calculated need be made. The determination of each Rate of Interest, Interest Amount, Redemption Amount and Instalment Amount, the obtaining of each quote and the making of each determination or calculation by the Calculation Agent(s) shall (in the absence of manifest error) be final and binding upon all parties.

(m) *Definitions:*

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

“Business Day” means:

- (i) in the case of a currency other than euro, a day (other than a Saturday or Sunday) on which commercial banks and foreign exchange markets settle payments in the principal financial centre for that currency and/or
- (ii) in the case of euro, a day on which the TARGET System is operating (a “TARGET Business Day”) and/or
- (iii) in the case of a specified currency and/or one or more specified financial centres, a day (other than a Saturday or a Sunday) on which commercial banks and foreign exchange markets settle payments in the specified currency in the specified financial centre(s) or, if no currency is specified, generally in each of the financial centres so specified

“Calculation Amount” means an amount specified in the relevant Final Terms constituting either (i) in the case of one single denomination, the amount of that denomination (e.g. EUR50,000) or (ii) in the case of multiple denominations, the highest common amount by which the multiple denominations may be divided (for example, EUR1,000 in the case of EUR51,000, EUR52,000 or EUR53,000).

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

- (i) if “Actual/Actual” or “Actual/Actual-ISDA” is specified hereon, the actual number of days in the Calculation Period divided by 365 (or, if any portion of that Calculation Period falls in a leap year, the sum of (A) the actual number of days in that portion of the Calculation Period falling in a leap year divided by 366 and (B) the actual number of days in that portion of the Calculation Period falling in a non-leap year divided by 365)
- (ii) if “Actual/365 (Fixed)” is specified hereon, the actual number of days in the Calculation Period divided by 365
- (iii) if “Actual/360” is specified hereon, the actual number of days in the Calculation Period divided by 360
- (iv) if “30/360”, “360/360” or “Bond Basis” is specified hereon, the number of days in the Calculation Period divided by 360, calculated on a formula basis as follows:

$$\text{Day Count Fraction} = \frac{[360 \times (Y_2 - Y_1) \pm [30 \times (M_2 - M_1)] \pm (D_2 - D_1)]}{360}$$

where:

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

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

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

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

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

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

- (v) if “30E/360” or “Eurobond Basis” is specified hereon, the number of days in the Calculation Period divided by 360, calculated on a formula basis as follows:

$$\text{Day Count Fraction} = \frac{[360 \times (Y_2 - Y_1) \pm [30 \times (M_2 - M_1)] \pm (D_2 - D_1)]}{360}$$

where:

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

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

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

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

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

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

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

$$\text{Day Count Fraction} = \frac{[360 \times (Y_2 - Y_1) \pm [30 \times (M_2 - M_1)] \pm (D_2 - D_1)]}{360}$$

where:

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

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

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

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

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

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

- (vii) if “Actual/Actual-ICMA” is specified hereon:

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

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

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

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

where:

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

“Determination Date” means the date specified as such hereon or, if none is so specified, the Interest Payment Date.

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

“Euro-zone” means the region comprised of member states of the European Union that have adopted or adopt the single currency in accordance with the Treaty establishing the European Community, as amended

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

“Interest Amount” means:

- (i) in respect of an Interest Accrual Period, the amount of interest payable per Calculation Amount for that Interest Accrual Period and which, in the case of Fixed Rate Notes, and unless otherwise specified hereon, shall mean the Fixed Coupon Amount or Broken Amount specified hereon as being payable on the Interest Payment Date ending the Interest Period of which such Interest Accrual Period forms part; and
- (ii) in respect of any other period, the amount of interest payable per Calculation Amount for that period

“Interest Commencement Date” means the Issue Date or such other date as may be specified hereon

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

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

“Interest Period Date” means each Specified Interest Payment Date unless otherwise specified hereon

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

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

“Rate of Interest” means the rate of interest payable from time to time in respect of this Note and which is either specified, or calculated in accordance with the provisions on this Note

“Redemption Amount” means the Final Redemption Amount or the Early Redemption Amount, as the case may be, of the Note, which in each case, unless otherwise specified hereon, shall be its nominal amount

“Reference Banks” means the institutions specified as such in the applicable Final Terms or, if none, four major banks selected by the Calculation Agent in the interbank market (or, if appropriate, money, swap or over-the-counter index options market) that is most closely connected with the Benchmark (which if EURIBOR is the relevant Benchmark shall be Europe)

“Relevant Financial Centre” means, with respect to any Floating Rate to be determined on an Interest Determination Date, the financial centre as may be specified as such in the applicable Final Terms or, if none is so specified, the financial centre with which the relevant Benchmark is most closely connected (which, in the case of EURIBOR shall be Europe) or, if none is so connected, London

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

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

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

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

“Specified Duration” means, with respect to any Floating Rate to be determined on an Interest Determination Date, the duration specified hereon or, if none is specified, a period of time equal to the relative Interest Accrual Period, ignoring any adjustment pursuant to Condition 4(b)

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

(n) Calculation Agent and Reference Banks:

The Issuer shall procure that there shall at all times be four Reference Banks (or such other number as may be required) with offices in the Relevant Financial Centre and one or more Calculation Agents if provision is made for them in the Final Terms applicable to this Note and for so long as any Note is outstanding (as defined in the Agency Agreement). If any Reference Bank (acting through its relevant office) is unable or unwilling to continue to act as a Reference Bank, then the Issuer shall appoint another Reference Bank with an office in the Relevant Financial Centre to act as such in its place. Where more than one Calculation Agent is appointed in respect of the Notes, references in these Conditions to the Calculation Agent shall be construed as each Calculation Agent performing its respective duties under the Conditions. If the Calculation Agent is unable or unwilling to act as such or if the Calculation Agent fails duly to establish the Rate of Interest for an Interest Period or Interest Accrual Period or to calculate any Interest Amount, Instalment Amount or the Redemption Amount or to comply with any other requirement, the Issuer shall appoint a leading bank or investment banking firm engaged in the interbank market (or, if appropriate, money, swap or over-the-counter index options market) that is most closely connected with the calculation or determination to be made by the Calculation Agent (acting through its principal London office or any other office actively involved in such market) to act as such in its place. The Calculation Agent may not resign its duties without a successor having been appointed as aforesaid.

Notice of any change in the Calculation Agent shall promptly be given to the Noteholders in accordance with Condition 13 below.

5 Redemption, Purchase and Options

(a) Redemption by Instalments and Final Redemption:

- (i) Unless previously redeemed, purchased and cancelled as provided in this Condition 5 or the relevant Instalment Date (being one of the dates so specified on the Notes) is extended pursuant to any Issuer's or Noteholder's option in accordance with Condition 5(d) or 5(e), each Note that provides for Instalment Dates and Instalment Amounts shall be partially redeemed on each Instalment Date at the related Instalment Amount specified on it. The outstanding principal amount of each such Note shall be reduced by the Instalment Amount (or, if such Instalment Amount is calculated by reference to a proportion of the principal amount of such Note, such proportion) for all purposes with effect from the related Instalment Date, unless payment of the Instalment Amount is improperly withheld or refused on presentation of the related Receipt, in which case, such amount shall remain outstanding until the Relevant Date relating to such Instalment Amount. In the case of Subordinated Notes, no Instalment date may occur prior to the expiry of a five year period from the issue date of such Subordinated Notes.
- (ii) Unless previously redeemed, purchased and cancelled as provided below or its maturity is extended pursuant to any Issuer's or Noteholder's option in accordance with Condition 5(d) or 5(e), each Note shall be finally redeemed on the Maturity Date specified hereon at its Final Redemption Amount (which, unless otherwise provided, is its principal amount or, in the case of a Note falling within paragraph (i) above, its final Instalment Amount). Subordinated Notes, the proceeds of which constitute Tier 1 Capital or Upper Tier 2 shall be Undated Subordinated Notes. The Maturity Date, in relation to Subordinated Notes the proceeds of which constitute Lower Tier 2 Capital, will not be less than five years from the Issue Date and where the proceeds constitute Tier 3 Capital, will not be less than two years from the Issue Date.

(b) Early Redemption of Zero Coupon Notes:

- (i) The Early Redemption Amount payable in respect of any Note that does not bear interest prior to the Maturity Date, the Redemption Amount of which is not linked to an index and/or a formula, upon redemption of such Note pursuant to Condition 5 or upon it becoming due and payable as provided in Condition 9 shall be the Amortised Face Amount (calculated as provided below) of such Note.
- (ii) Subject to the provisions of sub-paragraph (iii) below, the Amortised Face Amount of any such Note (the “Amortised Face Amount”) shall be the scheduled Redemption Amount of such Note on the Maturity Date discounted at a rate per annum (expressed as a percentage) equal to the Amortisation Yield (which, if none is shown hereon, shall be such rate as would produce an Amortised Face Amount equal to the issue price of the Notes if they were discounted back to their issue price on the Issue Date) compounded annually. Where such calculation is to be made for a period of less than one year, it shall be made on the basis of the Day Count Fraction shown hereon.
- (iii) If the Early Redemption Amount payable in respect of any such Note upon its redemption pursuant to Condition 5 or upon it becoming due and payable as provided in Condition 9 is not paid when due, the Early Redemption Amount due and payable in respect of such Note shall be the Amortised Face Amount of such Note as defined in sub-paragraph (ii) above, except that such sub-paragraph shall have effect as though the date on which the Note becomes due and payable were the Relevant Date. The calculation of the Amortised Face Amount in accordance with this sub-paragraph shall continue to be made (before as well as after judgment) until the Relevant Date, unless the Relevant Date falls on or after the Maturity Date, in which case the amount due and payable shall be the scheduled Redemption Amount of such Note on the Maturity Date together with any interest that may accrue in accordance with Condition 4(d).

(c) Redemption for Taxation Reasons:

- (i) If, by reason of any change in French law, or any change in the official application or interpretation of such law, becoming effective after the Issue Date, the Issuer would on the occasion of the next payment of principal or interest due in respect of the Notes, not be able to make such payment without having to pay additional amounts as specified under Condition 7 below and the obligation to pay such additional amounts cannot be avoided by reasonable measures available to the Issuer, the Issuer may, at its option, and subject to the prior approval of the *Secrétariat Général* of the *Autorité de Contrôle Prudentiel* in the case of Subordinated Notes the proceeds of which constitute Tier 1 Capital, Tier 2 Capital or Tier 3 Capital, on any Specified Interest Payment Date or, if so specified on this Note, at any time, subject to having given not more than 45 nor less than 30 days’ prior notice to the Noteholders (which notice shall be irrevocable), in accordance with Condition 13 redeem all, but not some only, of the Notes at their Early Redemption Amount together with, unless otherwise specified in the Final Terms, any interest accrued to the date set for redemption 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 for French taxes.
- (ii) If the Issuer would on the next payment of principal or interest in respect of the Notes be prevented by French law from making payment to the Noteholders or Couponholders of the full amount then due and payable, notwithstanding the undertaking to pay additional amounts contained in Condition 7 below and the obligation to pay such additional amounts cannot be

avoided by reasonable measures available to the Issuer (which measures, if they exist, the Issuer shall be obliged to take), then the Issuer shall forthwith give notice of such fact to the Fiscal Agent and the Issuer shall upon giving not less than seven days' prior notice to the Noteholders in accordance with Condition 13 and subject to prior approval of the *Secrétariat Général* of the *Autorité de Contrôle Prudentiel* in the case of Subordinated Notes the proceeds of which constitute Tier 1 Capital, Tier 2 Capital or Tier 3 Capital, redeem all, but not some only, of the Notes then outstanding at their Early Redemption Amount together with, unless otherwise specified in the applicable Final Terms, any interest accrued to the date set for redemption on (A) the latest practicable Specified Interest Payment Date on which the Issuer could make payment of the full amount then due and payable in respect of the Notes, provided that if such notice would expire after such Specified Interest Payment Date the date for redemption pursuant to such notice of Noteholders shall be the later of (i) the latest practicable date on which the Issuer could make payment of the full amount then due and payable in respect of the Notes and (ii) 14 days after giving notice to the Fiscal Agent as aforesaid or (B) if so specified on this Note, at any time, provided that the due date for redemption of which notice hereunder shall be given shall be the latest practicable date at which the Issuer could make payment of the full amount payable in respect of the Notes, Receipts or Coupons or, if that date is passed, as soon as practicable thereafter.

(d) *Redemption at the Option of the Issuer and Exercise of Issuer's Options:*

If so provided on the Notes, the Issuer may, subject to the prior approval of the *Secrétariat Général* of the *Autorité de Contrôle Prudentiel* in the case of Subordinated Notes the proceeds of which constitute Tier 1 Capital, Tier 2 Capital or Tier 3 Capital and to compliance by the Issuer with all relevant laws, regulations and directives and on giving irrevocable notice to the Noteholders falling within the Issuer's Notice Period redeem, or exercise any Issuer's option in relation to, all or, if so provided, some of the Notes in the principal amount or integral multiples thereof and on the date or dates so provided. Any such redemption of Notes shall be at their Redemption Amount together with interest accrued to the date fixed for redemption.

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

In the case of a partial redemption or a partial exercise of an Issuer's option, the notice to Noteholders shall also contain the certificate numbers of the Notes to be redeemed or in respect of which such option has been exercised, which shall have been drawn in such place and in such manner as may be fair and reasonable in the circumstances, taking account of prevailing market practices, subject to compliance with any applicable laws and stock exchange requirements. So long as the Notes are listed on the official list and admitted to trading on the Regulated Market or EuroMTF of the Luxembourg Stock Exchange and the rules of the Luxembourg Stock Exchange so require, the Issuer shall, once in each year in which there has been a partial redemption of the Notes, cause to be published in a leading newspaper of general circulation in Luxembourg a notice as provided in Condition 13 specifying the aggregate nominal amount of Notes outstanding and a list of the Notes drawn for redemption but not surrendered.

(e) *Redemption at the Option of Noteholders and Exercise of Noteholders' Options:*

If so provided hereon, and provided that this Note is not a Subordinated Note the proceeds of which constitute Tier 1 Capital, Tier 2 Capital or Tier 3 Capital, the Issuer shall, at the option of the holder of any such Note, redeem such Note on the Optional Redemption Date so provided hereon at its Redemption Amount together with interest accrued to the date fixed for redemption.

So long as the Notes are listed on the official list and admitted to trading on the Regulated Market of the Luxembourg Stock Exchange, or any other market, of the Luxembourg Stock Exchange and the rules of that Stock Exchange so require, the Issuer shall, once in each year in which there has been a partial redemption of the Notes, cause to be published in a leading newspaper of general circulation in Luxembourg a notice as provided in Condition 13 specifying the aggregate nominal amount of Notes outstanding and a list of the Notes drawn for redemption but not surrendered.

To exercise such option or any other Noteholders' option that may be set out on this Note the holder must deposit such Note (together with all unmatured Receipts and Coupons and unexchanged Talons) with any Paying Agent at its specified office, together with a duly completed option exercise notice ("Exercise Notice") in the form obtainable from any Paying Agent within the Notice Period. No Note so deposited and option exercised may be withdrawn (except as provided in the Agency Agreement) without the prior consent of the Issuer.

(f) Purchases:

The Issuer may at any time purchase Notes (provided that all unmatured Receipts and Coupons and unexchanged Talons appertaining thereto are attached or surrendered therewith) in the open market or otherwise at any price. In the case of Subordinated Notes the proceeds of which constitute Tier 2 Capital or Tier 3 Capital, any such purchase will be subject to the prior approval of the *Secrétariat Général* of the *Autorité de Contrôle Prudentiel* (i) if it relates (individually or when aggregated with any previous purchase) to 10 per cent. or more of the principal amount of the Notes or (ii) if such purchase is made in the context of an *Offre Publique d'Achat* ("OPA") or an *Offre Publique d'Echange* ("OPE"). In the case of Subordinated Notes the proceeds of which constitute Tier 1 Capital, any such purchase will be subject to the prior approval of the *Secrétariat Général* of the *Autorité de Contrôle Prudentiel*.

Unless otherwise specified in the Final Terms, all Notes which are purchased by the Issuer, may, subject to the applicable law of the jurisdiction of the Issuer, be held or resold for the purpose of enhancing the liquidity of the Notes in accordance with Articles L.213-1 A and D.213-1-A of the *Code monétaire et financier*.

(g) Partly Paid Notes

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

(h) Cancellation:

All Notes which are redeemed or purchased for cancellation by the Issuer must be surrendered for cancellation by surrendering each such Note together with all unmatured Receipts and Coupons and all unexchanged Talons to the Fiscal Agent and, shall, together with all Notes redeemed by the Issuer, be cancelled forthwith (together with all unmatured Receipts and Coupons and unexchanged Talons attached thereto or surrendered therewith). Any Notes so surrendered for cancellation may not be reissued or resold and the obligations of the Issuer in respect of any such Notes shall be discharged.

6 Payments and Talons

(a) Notes:

Payments of principal and interest in respect of the Notes shall, subject as mentioned below, be made against presentation and surrender of the relevant Receipts (in the case of payments of Instalment Amounts other than on the due date for redemption and provided that the Receipt is presented for

payment together with its relative Note), Notes (in the case of all other payments of principal and, in the case of interest, as specified in Condition 6(e)(vi)) or Coupons (in the case of interest, save as specified in Condition 6(e)(vi)), as the case may be, at the specified office of any Paying Agent outside the United States by a cheque payable in the currency in which such payment is due drawn on, or, at the option of the holder, by transfer to an account denominated in that currency with, a Bank. "Bank" means a bank in the principal financial centre for that currency or, in the case of euro, in a city in which banks have access to the TARGET System.

(b) *Payments in the United States:*

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

(c) *Payments Subject to Fiscal Laws:*

All payments are subject in all cases to any applicable fiscal or other laws, regulations and directives, but without prejudice to the provisions of Condition 7. No commission or expenses shall be charged to the Noteholders or Couponholders in respect of such payments.

(d) *Appointment of Agents:*

The Fiscal Agent, the Paying Agents, the Calculation Agent, the Redenomination Agent and the Consolidation Agent initially appointed by the Issuer and their respective specified offices are listed below. The Fiscal Agent, the Paying Agents, the Calculation Agent, the Redenomination Agent and the Consolidation Agent act solely as agents of the Issuer and do not assume any obligation or relationship of agency or trust for or with any Noteholder or Couponholder. The Issuer reserves the right at any time to vary or terminate the appointment of the Fiscal Agent, any other Paying Agent, the Calculation Agent, the Redenomination Agent or the Consolidation Agent and to appoint additional or other Paying Agents, provided that the Issuer shall at all times maintain (i) a Fiscal Agent and, where applicable, a Redenomination Agent and a Consolidation Agent, (ii) one or more Calculation Agent(s) where the Conditions so require, (iii) a Paying Agent having a specified office in a European city which, (A) so long as the Notes are listed on the official list and admitted to trading on the Regulated Market or EuroMTF of the Luxembourg Stock Exchange, shall be Luxembourg, (B) so long as the Notes are listed on Euronext Paris and the rules of that exchange so require, shall be Paris and (C) so long as the Notes are listed on any other stock exchange and the rules of such stock exchange so require, shall be a specified city of the country of such stock exchange, (iv) a Paying Agent with a specified office in a European Union Member State that will not be obliged to withhold or deduct tax pursuant to any law implementing European Council Directive 2003/48/EC or any other Directive implementing the conclusions of the ECOFIN Council meeting of 26-27 November 2000 (which may be any of the Paying Agents referred to in (iii) (A) or (B) above) and (v) such other agents as may be required by the rules of any other stock exchange on which the Notes may be listed.

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

Notice of any such change or any change of any specified office shall promptly be given to the Noteholders in accordance with Condition 13 below.

(e) *Unmatured Coupons and Receipts and unexchanged Talons:*

- (i) Unless the Notes provide that the relative Coupons are to become void upon the due date for redemption of those Notes, Notes should be surrendered for payment together with all unmaturing Coupons (if any) appertaining thereto, failing which an amount equal to the face value of each missing unmaturing Coupon (or, in the case of payment not being made in full, that proportion of the amount of such missing unmaturing Coupon that the sum of principal so paid bears to the total principal due) shall be deducted from the Redemption Amount due for payment. Any amount so deducted shall be paid in the manner mentioned above against surrender of such missing Coupon within a period of 10 years from the Relevant Date for the payment of such principal (whether or not such Coupon has become void pursuant to Condition 8).
- (ii) If the Notes so provide, upon the due date for redemption of any Note, unmaturing Coupons relating to such Note (whether or not attached) shall become void and no payment shall be made in respect of them.
- (iii) Upon the due date for redemption of any Note, any unexchanged Talon relating to such Note (whether or not attached) shall become void and no Coupon shall be delivered in respect of such Talon.
- (iv) Upon the due date for redemption of any Note that is redeemable in instalments, all Receipts relating to such Note having an Instalment Date falling on or after such due date (whether or not attached) shall become void and no payment shall be made in respect of them.
- (v) Where any Note that provides that the relative unmaturing Coupons are to become void upon the due date for redemption of those Notes is presented for redemption without all unmaturing Coupons, and where any Note is presented for redemption without any unexchanged Talon relating to it, redemption shall be made only against the provision of such indemnity as the Issuer may require.
- (vi) If the due date for redemption of any Note is not a due date for payment of interest, interest accrued from the preceding due date for payment of interest or the Interest Commencement Date, as the case may be, shall only be payable against presentation (and surrender if appropriate) of the relevant Note. Interest accrued on a Note that only bears interest after its Maturity Date shall be payable on redemption of such Note against presentation of the relevant Note.

(f) *Talons:*

On or after the Specified Interest Payment Date for the final Coupon forming part of a Coupon sheet issued in respect of any Note, the Talon forming part of such Coupon sheet may be surrendered at the specified office of the Fiscal Agent in exchange for a further Coupon sheet (and if necessary another Talon for a further Coupon sheet) (but excluding any Coupons that may have become void pursuant to Condition 8).

(g) *Non-Business Days:*

If any date for payment in respect of any Note, Receipt or Coupon is not a business day, the holder shall not be entitled to payment until the next following business day nor to any interest or other sum

in respect of such postponed payment. In this paragraph, “business day” means a day (other than a Saturday or a Sunday) on which banks and foreign exchange markets are open for business in the relevant place of presentation, in such jurisdictions as shall be specified as “Financial Centres” in the applicable Final Terms and:

- (i) (in the case of a payment in a currency other than euro) where payment is to be made by transfer to an account maintained with a bank in the relevant currency, on which foreign exchange transactions may be carried on in the relevant currency in the principal financial centre of the country of such currency; or
- (ii) in the case of a payment in euro, which is a TARGET Business Day (being a day on which the TARGET System is operating).

7 Taxation

(a) Withholding Tax:

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

(b) Additional Amounts:

If French law should require that payments of principal or interest in respect of any Note, Receipt or Coupon, be subject to deduction or withholding in respect of any present or future taxes or duties whatsoever, the Issuer will, to the fullest extent then permitted by law, pay such additional amounts as shall result in receipt by the Noteholders, or, if applicable the Receiptholders or the Couponholders, as the case may be, of such amounts as would have been received by them had no such withholding or deduction been required, except that no such additional amounts shall be payable with respect to any Note, Receipt or Coupon, as the case may be:

- (i) Other connection: to, or to a third party on behalf of, a Noteholder, or, if applicable, a Receiptholder or a Couponholder, as the case may be, who is liable to such taxes, duties, assessments or governmental charges in respect of such Note, Receipt, or Coupon, by reason of his having some connection with the Republic of France other than the mere holding of such Note, Receipt or Coupon; or
- (ii) Presentation more than 30 days after the Relevant Date: except to the extent that the Noteholder or, if applicable, a Receiptholder or a Couponholder, as the case may be, would have been entitled to such additional amounts on presenting such Note, Receipt or Coupon, as the case may be, for payment on the thirtieth such day; or
- (iii) Payment to individuals: where such withholding or deduction is imposed on a payment to an individual and is required to be made pursuant to European Council Directive 2003/48/EC dated 3 June 2003 or any other European Union Directive implementing the conclusions of the ECOFIN Council meeting of 26-27 November 2000 on the taxation of savings income or any law implementing or complying with, or introduced in order to conform to, such Directive; or
- (iv) Payment by another paying agent: presented for payment by or on behalf of a holder of any Note, Coupon or Receipt, as the case may be, who would be able to avoid such withholding or

deduction by presenting the relevant Note, Coupon or Receipt, to another Paying Agent in a Member State of the European Union.

As used in these Conditions, “Relevant Date” in respect of any Note, Receipt or Coupon means the date on which payment in respect thereof first becomes due or (if any amount of the money payable is improperly withheld or refused) the date on which payment in full of the amount outstanding is made or (if earlier) the date on which notice is duly given to the Noteholders in accordance with Condition 13 that, upon further presentation of the Note, Receipt or Coupon being made in accordance with the Conditions, such payment will be made, provided that payment is in fact made upon such presentation. References in these Conditions to (i) “principal” shall be deemed to include any premium payable in respect of the Notes, all Instalment Amounts, Redemption Amounts, Amortised Face Amounts and all other amounts in the nature of principal payable pursuant to Condition 5 or any amendment or supplement to it, (ii) “interest” shall be deemed to include all Interest Amounts and all other amounts payable pursuant to Condition 4 or any amendment or supplement to it and (iii) “principal” and/or “interest” shall be deemed to include any additional amounts which may be payable under this Condition 7.

(c) *Supply of Information:*

Each Noteholder shall be responsible for supplying to the Paying Agent, in a timely manner, any information as may be required in a timely manner in order to comply with the identification and reporting obligations imposed on it by any law implementing European Council Directive 2003/48/EC dated 3 June 2003 or any other Directive implementing the conclusions of the ECOFIN Council Meeting of 26-27 November 2000.

8 Prescription

Claims against the Issuer for payment in respect of the Notes, Receipts and Coupons (which for this purpose shall not include Talons) shall be prescribed and become void unless made within 10 years (in the case of principal) or five years (in the case of interest) from the appropriate Relevant Date in respect thereof. There shall not be included in any Coupon sheet issued on exchange of a Talon any Coupon in respect of which the claim for payment would be void pursuant to this Condition 8 or Condition 4 above.

9 Events of Default

(a) *Unsubordinated Notes:*

If any of the following events (“Events of Default”) occurs and is continuing, the holder of any Unsubordinated Note may give written notice to the Fiscal Agent at its specified office that such Unsubordinated Note is immediately repayable, whereupon the Early Redemption Amount of such Unsubordinated Note together with accrued interest to the date of payment shall become immediately due and payable:

- (i) if default is made in the payment of any principal or interest due on the Notes or any of them on the due date and such default, in the case of any payment of interest, continues for a period of 15 days or more after written notice thereof is received by the Issuer from the Fiscal Agent (and the Fiscal Agent shall be bound to give such notice forthwith upon the request of any Noteholder); or
- (ii) if the Issuer fails to perform or observe any of its other obligations under the Notes or any of them and (except where such failure is incapable of remedy when no notice will be required) such failure continues for a period of 60 days after written notice is received by the Issuer from

the Fiscal Agent (and the Fiscal Agent shall be bound to give such notice forthwith upon the request of any holder of Unsubordinated Notes) specifying such default and requiring the same to be remedied; or

- (iii) if (a) any other present or future indebtedness of the Issuer or any of its Principal Subsidiaries (as defined below) for or in respect of moneys borrowed or raised becomes (or becomes capable of being declared) due and payable prior to its stated maturity by reason of any event of default or the like (howsoever described), or (b) any such indebtedness is not paid when due or, as the case may be, within any applicable grace period, or the Issuer or any of its Principal Subsidiaries fails to pay when due any amount payable by it under any present or future guarantee for, or indemnity in respect of, any moneys borrowed or raised provided that the aggregate amount of the relevant indebtedness, guarantees and indemnities in respect of which one or more of the events mentioned above in this paragraph (iii) have occurred equals or exceeds euro 50,000,000 or its equivalent in another currency or currencies (on the basis of the middle spot rate for the relevant currency against the euro as quoted by any leading bank on the day on which this paragraph operates); or
- (iv) the Issuer or any of its Principal Subsidiaries applies for the appointment of a *mandataire ad hoc* under French bankruptcy law or enters into an amicable procedure (*procédure de conciliation*) with its creditors or a judgment is issued for the judicial liquidation (*liquidation judiciaire*) of the Issuer or any of its Principal Subsidiaries or for a transfer of the whole of the business (*cession totale de l'entreprise*) of the Issuer or any of its Principal Subsidiaries, or the Issuer or any of its Principal Subsidiaries is subject to similar proceedings or, in the absence of legal proceedings, the Issuer or any of its Principal Subsidiaries makes a conveyance, assignment or other arrangement for the benefit of its creditors or enters into a composition with its creditors; or
- (v) the Issuer or any of its Principal Subsidiaries sells, transfers or otherwise disposes of, directly or indirectly, the whole or a substantial part of its undertaking or assets, or the Issuer or any of its Principal Subsidiaries enters into or commences any proceedings in furtherance of voluntary liquidation or dissolution, except (a) in the case of a disposal of all or substantially all of the Issuer's assets in favour of an entity which simultaneously assumes all or substantially all of the Issuer's liabilities including the Notes (b) in the case of a disposal of all or substantially all of any such Principal Subsidiary's assets in favour of the Issuer or any other Subsidiary of the Issuer or in connection with a merger or reorganisation of the Issuer, when the Issuer has received at least 30 days prior to the effective date of such merger or reorganisation, certificates issued by Moody's France S.A., Standard & Poor's-ADEF and Fitch Ratings or their successors or any other major rating agency stating that the Notes will maintain a rating by such agencies immediately following such merger or reorganisation at least as favourable as the rating maintained for the Notes (or, if none, for long term indebtedness of the Issuer) prior to such merger or reorganisation.
- (vi) For the purposes of this Condition 9:

"Principal Subsidiary" means at any relevant time a Subsidiary of the Issuer:

- (a) whose total assets or operating income (or, where the Subsidiary in question prepares consolidated accounts, whose total consolidated assets or consolidated operating income, as the case may be) attributable to the Issuer represent not less than 10 per cent. of the total consolidated assets or the consolidated operating income of the Issuer, as the case may be, of the Issuer, all as calculated by reference to the then latest audited accounts (or

consolidated accounts, as the case may be) of such Subsidiary and the then latest audited consolidated accounts of the Issuer and its consolidated subsidiaries; or

- (b) to which is transferred all or substantially all the assets and undertakings of a Subsidiary which immediately prior to such transfer was a Principal Subsidiary.

“Subsidiary” means, in relation to any person or entity at any time, any other person or entity (whether or not now existing) which is controlled directly or indirectly, or more than 50 per cent. of whose issued equity share capital (or equivalent) is then held or beneficially owned by the first person or entity and/or any one or more of the first person’s or entity’s Subsidiaries, and “control” means the power (whether directly or indirectly and whether by the ownership of share capital, the possession of voting power, contract or otherwise) to appoint the majority of the members of the governing body or management, or otherwise to control the affairs and policies, of that other person or entity.

(b) Subordinated Notes:

If any judgment shall be issued for the judicial liquidation (*liquidation judiciaire*) or amicable liquidation of the Issuer or for a transfer of the whole of the business (*cession totale de l’entreprise*) of the Issuer or if the Issuer is liquidated for any other reason, then the Subordinated Notes shall become immediately due and payable, in accordance with Condition 2(b), at their principal amount together with any accrued interest to the date of payment without any further formality.

10 Meetings of Noteholders and Modifications

(a) Meetings of Noteholders:

The Agency Agreement contains provisions for convening meetings of Noteholders to consider any matter affecting their interests, including the sanctioning by Extraordinary Resolution of a modification of any of these Conditions. Such a meeting may be convened by Noteholders holding not less than 10 per cent. in principal amount of the Notes for the time being outstanding. The quorum for any meeting convened to consider an Extraordinary Resolution shall be two or more persons holding or representing a clear majority in principal amount of the Notes for the time being outstanding, or at any adjourned meeting two or more persons being or representing Noteholders whatever the principal amount of the Notes held or represented, unless the business of such meeting includes consideration of proposals, *inter alia*, (i) to amend the dates of maturity or redemption of the Notes, any Instalment Date or any date for payment of interest or Interest Amounts on the Notes, (ii) to reduce or cancel the principal amount of, or any Instalment Amount of, or any premium payable on redemption of, the Notes, (iii) to reduce the rate or rates of interest in respect of the Notes or to vary the method or basis of calculating the rate or rates or amount of interest or the basis for calculating any Interest Amount in respect of the Notes, (iv) if a Minimum and/or a Maximum Rate of Interest, Instalment Amount or Redemption Amount applies to any Notes, to reduce any such Minimum and/or Maximum, (v) to vary any method of, or basis for, calculating the Redemption Amount, including the method of calculating the Amortised Face Amount, (vi) to vary the currency or currencies of payment or denomination of the Notes, (vii) to take any steps that as specified hereon may only be taken following approval by an Extraordinary Resolution to which the special quorum provisions apply or (viii) to modify the provisions concerning the quorum required at any meeting of Noteholders or the majority required to pass the Extraordinary Resolution, in which case the necessary quorum shall be two or more persons holding or representing not less than 75 per cent., or at any adjourned meeting not less than 25 per cent., in principal amount of the Notes for the time being outstanding. Any Extraordinary Resolution duly passed shall be binding on Noteholders (whether or not they were present at the meeting at which

such resolution was passed) and on all Couponholders. In addition, in the case of an issue of Subordinated Notes, any proposed modification of any provisions of the Notes will be subject to the prior approval of the *Secrétariat Général* of the *Autorité de Contrôle Prudentiel* in France.

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

(b) *Modification of Agency Agreement:*

The Issuer shall only permit any modification of, or any waiver or authorisation of any breach or proposed breach of or any failure to comply with, the Agency Agreement, if to do so could not reasonably be expected to be prejudicial to the interests of the Noteholders.

11 Replacement of Notes, Receipts, Coupons and Talons

If a Note, Receipt, Coupon or Talon is lost, stolen, mutilated, defaced or destroyed, it may be replaced, subject to applicable laws, regulations and stock exchange regulations, at the specified office of the Paying Agent in Luxembourg or such other Paying Agent as may from time to time be designated by the Issuer for the purpose and notice of whose designation is given to Noteholders in accordance with Condition 13, in each case on payment by the claimant of the fees and costs incurred in connection therewith and on such terms as to evidence, security and indemnity (which may provide, *inter alia*, that if the allegedly lost, stolen or destroyed Note, Receipt, Coupon or Talon is subsequently presented for payment or, as the case may be, for exchange for further Coupons, there shall be paid to the Issuer on demand the amount payable by the Issuer in respect of such Notes, Receipts, Coupons or further Coupons) and otherwise as the Issuer may require. Mutilated or defaced Notes, Receipts, Coupons or Talons must be surrendered before replacements will be issued.

12 Further Issues and Consolidation

The Issuer may from time to time without the consent of the Noteholders or Couponholders create and issue further notes having the same terms and conditions as the Notes (so that, for the avoidance of doubt, references in the conditions of such Notes to “Issue Date” shall be to the first issue date of the Notes) and so that the same shall be consolidated and form a single series with such Notes, and references in these Conditions to “Notes” shall be construed accordingly.

The Issuer may from time to time on any Interest Payment Date occurring on or after the date specified for a Redenomination of the Notes pursuant to Condition 1, on giving not less than 30 days’ prior notice to the Noteholders in accordance with Condition 13, without the consent of the Noteholders or the Couponholders, consolidate the Notes with one or more issues of other notes issued by it, whether or not originally issued in one of the European national currencies or in euro, provided such other notes have been redenominated in euro (if not originally denominated in euro) and which otherwise have, in respect of all periods subsequent to such consolidation, the same terms and conditions as the Notes.

13 Notices

Notices to the holders of Notes shall be valid if, at the option of the Issuer, they are published in (i) a daily newspaper of general circulation in Europe (which is expected to be the *Financial Times*), (ii) as long as the Notes are listed and admitted to trading on Euronext Paris and the rules of Euronext Paris so require, in a daily newspaper with general circulation in France (which is expected to be *La Tribune* or *Les Echos*), (iii) as long as the Notes are listed on the official list and admitted to trading on the Regulated Market or EuroMTF of the Luxembourg Stock Exchange and the rules of the Luxembourg Stock Exchange so require, in a daily newspaper with general circulation in Luxembourg (expected to be the *Luxemburger Wort*) and/or on the

website of the Luxembourg Stock Exchange (www.bourse.lu) or (iv) they are published in accordance with Articles 221-3 and 221-4 of the *Règlement Général* of the AMF. If any such publication is not practicable, notice shall be validly given if published in another leading daily English language newspaper with general circulation in Europe and, so long as the Notes are listed on any other stock exchange and the relevant rules applying to such listed Notes so require, in a leading daily newspaper with general circulation in the city/ies where such stock exchange(s) is/are situated. Any such notice shall be deemed to have been given on the date of such publication or, if published more than once or on different dates, on the date of the first publication as provided above.

Couponholders shall be deemed for all purposes to have notice of the contents of any notice given to the holders of Notes in accordance with this Condition.

14 Contracts (Rights of Third Parties) Act 1999

The Notes confer no rights under the Contracts (Rights of Third Parties) Act 1999 except and to the extent (if any) that the Notes expressly provide for such Act to apply to any of their terms.

15 Governing Law and Jurisdiction

(a) *Governing Law:*

The Notes, the Receipts, the Coupons and the Talons and any non-contractual obligations arising out of or in connection with them are governed by, and shall be construed in accordance with, English law, except with regard to provisions in respect of Subordinated Notes, which shall be governed by French law.

(b) *Jurisdiction:*

The Courts of England are to have jurisdiction to settle any disputes that may arise out of or in connection with any Notes, Receipts, Coupons or Talons and accordingly any legal action or proceedings arising out of or in connection with any Notes, Receipts, Coupons or Talons (“Proceedings”) may be brought in such courts. The Issuer irrevocably submits to the jurisdiction of the courts of England and waives any objection to Proceedings in such courts on the ground of venue or on the ground that the Proceedings have been brought in an inconvenient forum. This submission is made for the benefit of each of the holders of the Notes, Receipts, Coupons and Talons and shall not affect the right of any of them to take Proceedings in any other court of competent jurisdiction nor shall the taking of Proceedings in one or more jurisdictions preclude the taking of Proceedings in any other jurisdiction (whether concurrently or not).

(c) *Service of Process:*

The Issuer irrevocably appoints Crédit Industriel et Commercial, Veritas House, 125 Finsbury Pavement, London EC2A IHX as its agent in England to receive, for it and on its behalf, service of process in any Proceedings in England. Such service shall be deemed completed on delivery to such process agent (whether or not it is forwarded to and received by the Issuer). If for any reason such process agent ceases to be able to act as such or no longer has an address in London, the Issuer irrevocably agrees to appoint a substitute process agent and shall immediately notify Noteholders of such appointment in accordance with Condition 13. Nothing shall affect the right to serve process in any manner permitted by law.

SUMMARY OF PROVISIONS RELATING TO THE NOTES WHILE IN GLOBAL FORM

Initial Issue of Notes

If the Global Notes are stated in the applicable Final Terms to be issued in NGN form, they may be intended to be eligible collateral for Eurosystem monetary policy and the Global Notes will be delivered on or prior to the original issue date of the Tranche to a Common Safekeeper. Depositing the Global Notes with the Common Safekeeper does not necessarily mean that the Notes will 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. Such recognition will depend upon satisfaction of the Eurosystem eligibility criteria.

Global Notes which are issued in CGN form may be delivered on or prior to the original issue date of the Tranche to a Common Depositary (as defined below).

If the Global Note is a CGN, upon the initial deposit of a Global Note with a common depositary for Euroclear and Clearstream, Luxembourg (the “Common Depositary”), Euroclear or Clearstream, Luxembourg will credit each subscriber with a principal amount of Notes equal to the principal amount thereof for which it has subscribed and paid and, in the case of Notes held through Euroclear France, the “*intermédiaires financiers habilités*” (French credit institutions or investment firms authorised to maintain securities accounts on behalf of their clients (each an “Approved Intermediary”)) who are entitled to such Notes according to the records of Euroclear France will credit each subscriber with a principal amount of Notes equal to the principal amount thereof for which it has subscribed and paid. If the Global Note is a NGN, the principal amount of the Notes shall be the aggregate amount from time to time entered in the records of Euroclear or Clearstream, Luxembourg. The records of such clearing system shall be conclusive evidence of the principal amount of Notes represented by the Global Note and a statement issued by such clearing system at any time shall be conclusive evidence of the records of the relevant clearing system at that time.

Notes that are initially deposited with the Common Depositary may also be credited to the accounts of subscribers with (if indicated in the relevant Final Terms) Euroclear France or other clearing systems through direct or indirect accounts with Euroclear or Clearstream, Luxembourg held by Euroclear France or such other clearing systems. Conversely, Notes that are initially deposited with Euroclear France or any other clearing system may similarly be credited to the accounts of subscribers with Euroclear, Clearstream, Luxembourg, Euroclear France or other clearing systems.

Relationship of Accountholders with Clearing Systems

Each of the persons shown in the records of Euroclear, Clearstream, Luxembourg, or any other clearing system or, in the case of Notes held through Euroclear France, an Approved Intermediary as the holder of a Note represented by a Global Note must look solely to Euroclear, Clearstream, Luxembourg or such clearing system or such Approved Intermediary (as the case may be) for his share of each payment made by the Issuer to the bearer of such Global Note and in relation to all other rights arising under the Global Notes, subject to and in accordance with the respective rules and procedures of Euroclear, Clearstream, Luxembourg, Euroclear France or such clearing system (as the case may be). Such persons shall have no claim directly against the Issuer in respect of payments due on the Notes for so long as the Notes are represented by such Global Note and such obligations of the Issuer will be discharged by payment to the bearer of such Global Note in respect of each amount so paid.

Exchange

1 Temporary Global Notes

Each Temporary Global Note will be exchangeable, free of charge to the holder, on or after its Exchange Date:

- (i) if the relevant Final Terms indicate that such Global Note is issued in compliance with the C Rules or in a transaction to which TEFRA is not applicable (as to which, see “General Description of the Programme —Selling Restrictions”), in whole, but not in part, for the Definitive Notes defined and described below and
- (ii) otherwise, in whole or in part upon certification as to non-U.S. beneficial ownership in the form set out in the Agency Agreement for interests in a Permanent Global Note or, if so provided in the relevant Final Terms, for Definitive Notes.

2 Permanent Global Notes

Each Permanent Global Note will be exchangeable, free of charge to the holder, on or after its Exchange Date in whole but not, except as provided under “Partial Exchange of Permanent Global Notes”, in part for Definitive Notes (1) if the Permanent Global Note is held on behalf of Euroclear or Clearstream, Luxembourg Euroclear France or any other clearing system (an “Alternative Clearing System”) and any such clearing system is closed for business for a continuous period of 14 days (other than by reason of holidays, statutory or otherwise) or announces an intention permanently to cease business or in fact does so and no alternative clearing system reasonably satisfactory to the Issuer is available within 14 days or (2) if principal in respect of any Notes is not paid when due, by the holder giving notice to the Fiscal Agent of its election for such exchange.

In the event that a Global Note is exchanged for Definitive Notes, such Definitive Notes shall be issued in Specified Denomination(s) only. A Noteholder who holds a principal amount of less than the minimum Specified Denomination will not receive a definitive Note in respect of such holding and would need to purchase a principal amount of Notes such that it holds an amount equal to one or more Specified Denominations.

3 Partial Exchange of Permanent Global Notes

For so long as a Permanent Global Note is held on behalf of a clearing system and the rules of that clearing system permit, such Permanent Global Note will be exchangeable in part on one or more occasions for Definitive Notes (i) if principal in respect of any Notes is not paid when due or (ii) if so provided in, and in accordance with, the Conditions (which will be set out in the relevant Final Terms) relating to Partly Paid Notes.

4 Delivery of Notes

If the Global Note is a CGN, on or after any due date for exchange, the holder of a Global Note may surrender such Global Note or, in the case of a partial exchange, present it for endorsement to or to the order of the Fiscal Agent. In exchange for any Global Note, or the part thereof to be exchanged, the Issuer will (i) in the case of a Temporary Global Note exchangeable for a Permanent Global Note, deliver, or procure the delivery of, a Permanent Global Note in an aggregate principal amount equal to that of the whole or that part of a Temporary Global Note that is being exchanged or, in the case of a subsequent exchange, endorse, or procure the endorsement of, a Permanent Global Note to reflect such exchange or (ii) in the case of a Global Note exchangeable for Definitive Notes, deliver, or procure the delivery of, an equal aggregate principal amount of duly executed and authenticated Definitive Notes or if the Global Note is a NGN, the Issuer will procure that details of such exchange be entered pro rata in the records of the relevant clearing system. In this Base Prospectus, “Definitive Notes” means, in relation to any Global Note, the definitive Notes for which such Global Note may be exchanged (if appropriate, having attached to them all Coupons and Receipts in respect of interest or Instalment Amounts that have not already been paid on the Global Note and a Talon). Definitive

Notes will be security printed in accordance with any applicable legal and stock exchange requirements in or substantially in the forms set out in Schedule 2 to the Agency Agreement. On exchange in full of each Permanent Global Note, the Issuer will, if the holder so requests, procure that it is cancelled and returned to the holder together with the relevant Definitive Notes.

5 Exchange Date

“Exchange Date” means, in relation to a Temporary Global Note, the day falling after the expiry of 40 days after its issue date and, in relation to a Permanent Global Note, a day falling not less than 60 days, or in the case of failure to pay principal in respect of any Notes when due 30 days, after that on which the notice requiring exchange is given and on which banks are open for business in the city in which the specified office of the Fiscal Agent is located and in the city in which the relevant clearing system is located.

Modifications of the Conditions of the Notes while in Global Form

The Global Notes contain provisions that apply to the Notes that they represent, some of which modify the effect of the terms and conditions of the Notes set out in this Base Prospectus. The following is a summary of certain of those provisions:

1 Payments

No payment falling due after the Exchange Date will be made on any Global Note unless exchange for an interest in a Permanent Global Note or for Definitive Notes is improperly withheld or refused. Payments on any Temporary Global Note issued in compliance with the D Rules before the Exchange Date will only be made against presentation of certification as to non-U.S. beneficial ownership in the form set out in the Agency Agreement. All payments in respect of Notes represented by a Global Note in CGN form will be made against presentation for endorsement and, if no further payment falls to be made in respect of the Notes, surrender of that Global Note to or to the order of the Fiscal Agent or such other Paying Agent as shall have been notified to the Noteholders for such purpose. If the Global Note is a CGN, a record of each payment so made will be endorsed on each Global Note, which endorsement will be *prima facie* evidence that such payment has been made in respect of the Notes. Condition 6(d)(iv) and Condition 7(b)(iv) will apply to the Definitive Notes only. If the Global Note is a NGN, the Issuer shall procure that details of each such payment shall be entered pro rata in the records of the relevant clearing system and in the case of payments of principal, the principal amount of the Notes recorded in the records of the relevant clearing system and represented by the Global Note will be reduced accordingly. Payments under the NGN will be made to its holder. Each payment so made will discharge the Issuer’s obligations in respect thereof. Any failure to make the entries in the records of the relevant clearing system shall not affect such discharge. For the purpose of any payments made in respect of a Global Note, the relevant place of presentation shall be disregarded in the definition of “business day” set out in Condition 6(g) (Non-Business Days).

2 Prescription

Claims against the Issuer in respect of Notes that are represented by a Permanent Global Note will become void unless it is presented for payment within a period of 10 years (in the case of principal) and five years (in the case of interest) from the appropriate Relevant Date (as defined in Condition 7).

3 Meetings

The holder of a Permanent Global Note shall (unless such Permanent Global Note represents only one Note) be treated as being two persons for the purposes of any quorum requirements of a meeting of Noteholders

and, at any such meeting, the holder of a Permanent Global Note shall be treated as having one vote in respect of each integral currency unit of the Specified Currency of the Notes.

4 Cancellation

Cancellation of any Note represented by a Permanent Global Note that is required by the Conditions to be cancelled (other than upon its redemption) will be effected by reduction in the principal amount of the relevant Permanent Global Note.

5 Purchase

Notes represented by a Permanent Global Note may only be purchased by the Issuer if they are purchased together with the rights to receive all future payments of interest and Instalment Amounts (if any) thereon.

6 Issuer's Option

Any option of the Issuer provided for in the Conditions of any Notes while such Notes are represented by a Permanent Global Note shall be exercised by the Issuer giving notice to the Noteholders within the time limits set out in and containing the information required by the Conditions, except that the notice shall not be required to contain the serial numbers of Notes drawn in the case of a partial exercise of an option and accordingly no drawing of Notes shall be required. In the event that any option of the Issuer is exercised in respect of some but not all of the Notes of any Series, the rights of accountholders with a clearing system or Approved Intermediary in respect of the Notes will be governed by the standard procedures of Euroclear, Clearstream, Luxembourg (to be reflected in the records of Euroclear and Clearstream, Luxembourg as either a pool factor or a reduction in nominal amount, at their discretion), Euroclear France or any other clearing system (as the case may be).

7 Noteholders' Options

Any option of the Noteholders provided for in the Conditions of any Notes while such Notes are represented by a Permanent Global Note may be exercised by the holder of the Permanent Global Note giving notice to the Fiscal Agent within the time limits relating to the deposit of Notes with a Paying Agent set out in the Conditions substantially in the form of the notice available from any Paying Agent, except that the notice shall not be required to contain the serial numbers of the Notes in respect of which the option has been exercised, and stating the principal amount of Notes in respect of which the option is exercised and at the same time, where the Permanent Global Note is a CGN, presenting the Permanent Global Note to the Fiscal Agent, or to a Paying Agent acting on behalf of the Fiscal Agent, for notation. Where the Global Note is a NGN, the Issuer shall procure that details of such exercise shall be entered pro rata in the records of the relevant clearing system and the principal amount of the Notes recorded in those records will be reduced accordingly.

8 NGN Principal Amount

Where the Global Note is a NGN, the Issuer shall procure that any exchange, payment, cancellation, exercise of any option or any right under the Notes, as the case may be, in addition to the circumstances set out above shall be entered in the records of the relevant clearing systems and upon any such entry being made, in respect of payments of principal, the principal amount of the Notes represented by such Global Note shall be adjusted accordingly.

9 Events of Default

Each Global Note provides that the holder may cause such Global Note, or a portion of it, to become due and repayable in the circumstances described in Condition 9 by stating in the notice to the Fiscal Agent the principal amount of such Global Note that is becoming due and repayable. If principal in respect of any Note is not paid when due, the holder of a Global Note may elect for direct enforcement rights against the Issuer under the terms of an amended and restated Deed of Covenant executed as a deed by the Issuer on 7 July 2011 to come into effect in relation to the whole or a part of such Global Note in favour of the persons entitled to such part of such Global Note as accountholders with a clearing system or in the case of Euroclear France, Approved Intermediaries. Following any such acquisition of direct rights, the Global Note will become void as to the specified portion.

10 Notices

So long as any Notes are represented by a Global Note and such Global Note is held on behalf of a clearing system, notices to the holders of Notes of that Series may be given by delivery of the relevant notice to that clearing system for communication by it to entitled accountholders in substitution for publication as required by the Conditions or by delivery of the relevant notice to the holder of the Global Note except that (i) so long as any Notes are listed on Euronext Paris and the rules of Euronext Paris so require, such notices will be valid if published in accordance with Articles 221-3 and 221-4 of the General Regulations (*Règlement Général*) of the AMF and (ii) so long as any Notes are listed on the official list and admitted to trading on the Regulated Market or EuroMTF of the Luxembourg Stock Exchange and the rules of the Luxembourg Stock Exchange so require, such notices will be valid if published in a daily newspaper with general circulation in Luxembourg (which is expected to be the *Luxemburger Wort*) and/or on the website of the Luxembourg Stock Exchange (www.bourse.lu). If any such publication is not practicable, notice shall be validly given if published in another leading daily English language newspaper with general circulation in Europe and, so long as the Notes are listed on any other stock exchange and the relevant rules applying to such listed Notes so require, notices shall be published in a leading daily newspaper with general circulation in the city/ies where such stock exchange(s) is/are situated. Any such notice shall be deemed to have been given on the date of such publication or, if published more than once or on different dates, on the date of the first publication as provided above.

11 Redenomination and Consolidation

A Global Note may be amended or replaced by the Issuer (in such manner as it considers necessary, after consultation with the Redenomination Agent and the Consolidation Agent, as the case may be) for the purposes of taking account of the redenomination and/or consolidation of the Notes in accordance with Conditions 1 and 12. Any consolidation may require a change in the relevant nominee or depositary for the relevant clearing system(s), as the case may be.

12 Partly Paid Notes

The provisions relating to Partly Paid Notes are not set out in this Base Prospectus, but will be contained in the relevant Final Terms and thereby in the Global Notes. While any instalments of the subscription moneys due from the holder of Partly Paid Notes are overdue, no interest in a Global Note representing such Notes may be exchanged for an interest in a Permanent Global Note or for Definitive Notes (as the case may be). If any Noteholder fails to pay any instalment due on any Partly Paid Notes within the time specified, the Issuer may forfeit such Notes and shall have no further obligation to their holder in respect of them.

USE OF PROCEEDS

The net proceeds of the issue of the Notes under the Programme will be used for the general corporate purposes of the Issuer. In the case of Subordinated Notes, the use of proceeds will be as set out in the relevant Final Terms.

BANQUE FÉDÉRATIVE DU CRÉDIT MUTUEL

Please refer to the section *Documents Incorporated by Reference* on pages 32 of this Base Prospectus.

SUMMARY FINANCIAL INFORMATION

The following tables set out in summary form consolidated balance sheet, profit and loss and statement of income information relating to BFCM. Such information is derived from, is qualified by reference to and should be read in conjunction with, the audited consolidated financial statements of BFCM as at and for the years ended 31 December 2010 and 2009 and the respective auditors' reports related thereto each of which is incorporated by reference in this Base Prospectus.

Pursuant to Regulation (EC) no. 1606/2002 relative to the application of International Accounting Standards ("IAS"), the consolidated financial statements for Banque Fédérative Du Crédit Mutuel ("BFCM") for the years ended 31 December 2010 and 2009 were prepared in accordance with the International Financial Reporting Standards ("IFRS") adopted by the European Union at that date.

Summary Annual Financial Information

BALANCE SHEET

	31 December 2010	31 December 2009
	<u> </u>	<u> </u>
	<i>(€m)</i>	
Assets		
Cash, and amounts due from central banks	6,543	8,054
Financial assets at fair value through profit or loss	40,120	51,628
Derivatives used for hedging purposes	134	1,710
Available- for- sale financial assets	68,041	67,448
Loans and receivables due from credit institutions	65,415	105,547
Loans and receivables due from customers.....	159,542	152,072
Remeasurement adjustment on interest-rate risk hedged portfolios.....	580	522
Held- to- maturity financial assets	8,926	7,672
Current tax assets	697	676
Deferred tax assets	1,168	1,128
Accruals and other assets	14,723	15,543
Equity-accounted investments	1,589	615
Investment property	791	1,059
Property, plant and equipment.....	1,965	1,955
Intangible assets	935	896
Goodwill	4,096	3,990
Total assets	<u>375,264</u>	<u>420,516</u>

	31 December 2010	31 December 2009
	<i>(€m)</i>	
Liabilities and shareholders' equity		
Due to central banks.....	44	1,265
Financial liabilities at fair value through profit or loss	34,194	47,839
Derivatives used for hedging purposes	2,457	4,755
Due to credit institutions	38,193	91,481
Due to customers.....	116,325	105,649
Debt securities.....	94,646	86,969
Remeasurement adjustment on interest- rate risk hedged portfolios.....	(1,331)	(1,777)
Current tax liabilities.....	395	268
Deferred tax liabilities.....	850	988
Accruals and other liabilities	10,429	10,892
Technical reserves of insurance companies	55,442	51,004
Provisions	1,420	1,074
Subordinated debt	8,619	7,819
Shareholders' equity	13,581	12,290
– Shareholders' equity – Group Share	10,430	9,409
– Subscribed capital and issue premiums.....	1,880	1,880
– Consolidated reserves	7,508	6,774
– Unrealised or deferred gains or losses	(363)	(53)
– Net income for the year	1,405	808
– Shareholder's equity – Minority interests.....	3,151	2,881
Total liabilities and shareholders' equity.....	375,264	420,516

Consolidated income statement

	31 December 2010	31 December 2009
	<i>(€m)</i>	
Interest income.....	15,748	16,289
Interest expense	(10,915)	(11,787)
Commission income.....	3,098	2,965
Commission expense.....	(843)	(850)
Net gain (loss) on financial instruments at fair value through profit or loss .	77	448

	31 December 2010	31 December 2009
	<i>(€m)</i>	
Net gain (loss) on available- for- sale financial assets	123	(37)
Income from other activities	11,248	9,740
Expenses on other activities	(10,055)	(8,860)
Net banking income (NBI)	8,481	7,908
Operating expense	(4,613)	(4,211)
Depreciation, amortization and provisions for non-current assets	(298)	(237)
Gross operating income	3,570	3,461
Cost of risk	(1,214)	(1,892)
Operating income	2,356	1,569
Share of income/(loss) of affiliates	35	55
Gains or losses on other assets	8	3
Change in value of goodwill	(45)	(124)
Net income before tax	2,355	1,504
Income tax	(604)	(475)
Net income	1,751	1,029
Net income attributable to minority interests	346	221
Net income – Group share	1,405	808

Net income, gains, and losses recognised directly in shareholders' equity

	31 December 2010	31 December 2009
	<i>(€m)</i>	
Net income	1,751	1,029
Translation adjustments	0	(23)
Remeasurement of available-for-sale financial assets	(300)	1,263
Remeasurement of hedging derivatives instruments	(45)	(31)
Remeasurment of non-current assets	0	0
Share of unrealized or deferred gains and losses of affiliates	21	6
Total gains and losses recognised directly in shareholder's equity	(324)	1,214
Net income and gains and losses recognised directly in shareholder's equity	1,426	2,243
<i>Including Group share</i>	<i>1,095</i>	<i>1,886</i>
<i>Including Minority interests</i>	<i>332</i>	<i>357</i>

Headings relating to gains and losses recognised directly in shareholder's equity are presented net of tax.

Cash Flow Statement

	31 December 2010	31 December 2009
	(€m)	
Net income	1,751	1,028
Income taxes.....	604	475
Income before tax	2,355	1,504
Net depreciation/ amortisation expense on property, equipment and intangible assets.....	294	252
Impairment of goodwill and other non-current assets	2	1
Net additions to provisions and impairment.....	154	1,565
Share of income/loss of affiliates	(36)	(45)
Net loss/gain from investment activities	(17)	(3)
Income/ expense from financing activities.....	0	0
Other movements	(2,451)	675
Total non-monetary items included in income before tax and other adjustments	(2,054)	2,445
Cash flows relating to interbank transactions.....	(20,819)	(18,030)
Cash flows relating to customer transactions	2,767	19,761
Cash flows relating to other transactions affecting financial assets and liabilities.....	6,713	(10,393)
Cash flows relating to other transactions affecting non-financial assets and liabilities.....	322	(1,899)
Taxes paid.....	(557)	(375)
Net decrease (increase) in assets and liabilities from operating activities	(11,573)	(10,935)
Cash flows from (used in) operating activities (A)	(11,272)	(6,987)
Cash flows relating to financial assets and investments in non-consolidated companies.....	(466)	1,386
Cash flows relating to investment property	(121)	(191)
Cash flows relating to property, plant and equipment and intangible assets	(199)	(345)
Cash flows from (used in) investing activities (B)	(786)	850
Cash flows relating to transactions with shareholders.....	(182)	(60)
Other net cash flows relating to financing activities	2,642	(618)
Cash flows from (used in) financing activities (C)	2,460	(678)
Impact of movements in exchange rate on cash and cash equivalents (D)	127	19
Net Increase (decrease) in cash and cash equivalents (A+B+C+D)	(9,471)	(6,795)

	31 December	31 December
	2010	2009
	<i>(€m)</i>	
Net cash flows from (used in) operating activities (A).....	(11,272)	(6,987)
Net cash flows from (used in) investing activities (B)	(786)	850
Net cash flows from (used in) financing activities (C).....	2,460	(678)
Impact of movements in exchange rate on cash and cash equivalents (D)....	127	19
<u>Cash and cash equivalents at beginning of year</u>	<u>4,667</u>	<u>11,462</u>
Cash accounts and accounts with central banks	6,790	11,172
Demand loans and deposits - credit institutions	(2,123)	290
<u>Cash and cash equivalents – at end of year</u>	<u>(4,805)</u>	<u>4,667</u>
Cash accounts and accounts with central banks	6,499	6,790
Demand loans and deposits – credit institutions	(11,304)	(2,123)
<u>Change in cash and cash equivalents</u>	<u>(9,471)</u>	<u>(6,795)</u>

Since 1 January 2011, the Issuer and CM-CIC Covered Bonds (the Issuer's covered bonds issuing vehicle) have issued 20 Series of Notes and 11 fungible tranches and the relevant Final Terms relating to these issues can be found on the website of the Issuer (www.bfcm.creditmutuel.fr) or on the website of CM-CIC Covered Bonds (www.cmcic-cb.com), as the case may be. In addition, the relevant Final Terms relating to any future issues of the Issuer or CM-CIC Covered Bonds will be available on such websites.

TAXATION

The statements herein regarding taxation are based on the laws in force in the European Union, France and the Grand Duchy of Luxembourg as of the date of this Base Prospectus and are subject to any changes in such laws. The following summary does not purport to be a comprehensive description of all the tax considerations which may be relevant to a decision to purchase, own or dispose of the Notes. Each prospective holder or beneficial owner of Notes should consult its tax adviser as to the tax consequences of any investment in or ownership and disposition of the Notes under the laws of the European Union, France, the Grand Duchy of Luxembourg or any other jurisdiction.

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

EU Directive on the Taxation of Savings Income

On 3 June 2003, the European Council of Economic and Finance Ministers adopted Directive 2003/48/EC on the taxation of savings income (the “Directive”). Pursuant to the Directive and subject to a number of conditions being met, Member States are required, since 1 July 2005, to provide to the tax authorities of another Member State, *inter alia*, details of payments of interest within the meaning of the Directive (interest, premiums or other debt income) made by a paying agent located within its jurisdiction to, or for the benefit of, an individual resident in that other Member State (the “Disclosure of Information Method”).

For these purposes, the term “paying agent” is defined widely and includes in particular any economic operator who is responsible for making interest payments, within the meaning of the Directive, for the immediate benefit of individuals.

However, throughout a transitional period, certain Member States (the Grand-Duchy of Luxembourg and Austria), instead of using the Disclosure of Information Method used by other Member States, and unless the relevant beneficial owner of such payment elects for the Disclosure of Information Method, withhold an amount on interest payments. The rate of such withholding tax is currently 20 per cent. and will be increased to 35 per cent. from 1 July 2011 and until the end of the transitional period.

Such transitional period will end at the end of the first full fiscal year following the later of (i) the date of entry into force of an agreement between the European Community, following a unanimous decision of the European Council, and the last of Switzerland, Liechtenstein, San Marino, Monaco and Andorra, providing for the exchange of information upon request as defined in the OECD Model Agreement on Exchange of Information on Tax Matters released on 18 April 2002 (the “OECD Model Agreement”) with respect to interest payments within the meaning of the Directive, in addition to the simultaneous application by those same countries of a withholding tax on such payments at the rate applicable for the corresponding periods mentioned above and (ii) the date on which the European Council unanimously agrees that the United States of America is committed to exchange of information upon request as defined in the OECD Model Agreement with respect to interest payments within the meaning of the Directive.

A number of non-EU countries and dependent or associated territories have agreed to adopt similar measures (transitional withholding or exchange of information) with effect since 1 July 2005.

If a payment were to be made or collected through a Member State which has opted for a withholding system and an amount of, or in respect of, tax were to be withheld from that payment, neither the Issuer nor any Paying Agent nor any other person would be obliged to pay additional amounts with respect to any Note as a result of the imposition of such withholding tax. The Issuer is required to maintain a Paying Agent in a Member State that is not obliged to withhold or deduct tax pursuant to the Directive.

Investors should note that the European Commission has announced proposals to amend the Directive. If implemented, the proposed amendments would, inter alia, extend the scope of the Directive to (i) payments made through certain intermediate structures (whether or not established in a Member State) for the ultimate benefit of an EU individual, and (ii) a wider range of income similar to interest.

French Taxation

The descriptions below are intended as a basic summary of certain tax consequences in relation to the purchase, ownership and disposal of the Notes under French law. Persons who are in any doubt as to their tax position should consult a professional tax adviser.

Notes issued as from 1 March 2010

Pursuant to the French *loi de finances rectificative pour 2009 no. 3* (n° 2009-1674 dated 30 December 2009) (the “**Law**”), payments of interest and other revenues made by the Issuer with respect to Notes (other than Notes (described below) which are consolidated (*assimilables* for the purpose of French law) and form a single series with Notes issued before 1 March 2010 having the benefit of Article 131 *quater* of the French General Tax Code) will not be subject to the withholding tax set out under Article 125 A III of the French General Tax Code unless such payments are made outside France in a non-cooperative State or territory (*Etat ou territoire non coopératif*) within the meaning of Article 238-0 A of the French General Tax Code (a “**Non-Cooperative State**”). If such payments under the Notes are made in a Non-Cooperative State, a 50 % withholding tax will be applicable (subject to certain exceptions and to the more favourable provisions of any applicable double tax treaty) by virtue of Article 125 A III of the French General Tax Code.

Furthermore, interest and other revenues on such Notes will not be deductible from the Issuer's taxable income if they are paid or accrued to persons domiciled or established in a Non-Cooperative State or paid in such a Non-Cooperative State. Under certain conditions, any such non-deductible interest and other revenues may be recharacterised as constructive dividends pursuant to Article 109 of the French general tax code, in which case such non-deductible interest and other revenues may be subject to the withholding tax set out under Article 119 *bis* of the French general tax code, at a rate of 25% or 50%.

Notwithstanding the foregoing, the Law provides that neither the 50% withholding tax nor the non-deductibility will apply if the Issuer can prove that the principal purpose and effect of a particular issue of Notes were not that of allowing the payments of interest or other revenues to be made in a Non-Cooperative State (the “**Exception**”). Pursuant to the ruling (*rescrit*) of the French tax authorities no. 2010/11 (FP and FE) dated 22 February 2010, an issue of Notes will benefit from the Exception without the Issuer having to provide any proof of the purpose and effect of such issue of Notes, if such Notes are:

- (i) offered by means of a public offer within the meaning of Article L.411-1 of the French Monetary and Financial Code or pursuant to an equivalent offer in a State other than in a Non-Cooperative State. For this purpose, an “equivalent offer” means any offer requiring the registration or submission of an offer document by or with a foreign securities market authority; or
- (ii) admitted to trading on a regulated market or on a French or foreign multilateral securities trading system provided that such market or system is not located in a Non-Cooperative State, and the operation of such market is carried out by a market operator or an investment services provider, or by such other similar foreign entity, provided further that such market operator, investment services provider or entity is not located in a Non-Cooperative State; or
- (iii) admitted, at the time of their issue, to the operations of a central depository or of a securities clearing and delivery and payments systems operator within the meaning of Article L.561-2 of the French

Monetary and Financial Code, or of one or more similar foreign depositaries or operators provided that such depositary or operator is not located in a Non-Cooperative State.

Notes which are consolidated (assimilables for the purpose of French law) with Notes issued before 1 March 2010

Payments of interest and other revenues with respect to Notes that are consolidated (*assimilables* for the purpose of French law) and form a single series with Notes issued (or deemed issued) outside France as provided under Article 131 *quater* of the French General Tax Code, before 1 March 2010, will be exempt from the withholding tax set out under Article 125 A III of the French General Tax Code.

Notes issued before 1 March 2010, whether denominated in Euro or in any other currency, and constituting *obligations* under French law, or *titres de créances négociables* within the meaning of rulings (*rescrits*) 2007/59 (FP) and 2009/23 (FP) of the *Direction générale des impôts* dated 8 January 2008 and 7 April 2009, respectively, or other debt securities issued under French or foreign law and considered by the French tax authorities as falling into similar categories, are deemed to be issued outside the Republic of France for the purpose of Article 131 *quater* of the French General Tax Code, in accordance with Circular 5 I-11-98 of the *Direction générale des impôts* dated 30 September 1998 and the aforementioned rulings (*rescrits*) 2007/59 (FP) and 2009/23 (FP).

In addition, interest and other revenues paid by the Issuer on Notes which are to be consolidated (*assimilables* for the purpose of French law) and form a single series with Notes issued before 1 March 2010 will not be subject to the withholding tax set out in Article 119 *bis* of the French General Tax Code solely on account of their being paid in a Non-Cooperative State or accrued or paid to persons established or domiciled in a Non-Cooperative State.

Luxembourg Taxation

Withholding tax – Luxembourg non-residents

Under Luxembourg tax law currently in effect and subject to the application of the Luxembourg laws dated 21 June 2005 (the “Laws”) implementing the Directive and several agreements concluded between Luxembourg and certain dependent territories of the European Union, there is no withholding tax on payments of interest (including accrued but unpaid interest) made to Luxembourg non-resident Noteholders. There is also no Luxembourg withholding tax, subject to the application of the Laws, upon repayment of principal or upon redemption, repurchase or exchange of the Notes.

Under the Directive, a Luxembourg based paying agent (within the meaning of the Savings Directive) is required as of 1 July 2005 to withhold tax on interest and other similar income paid by it to (or under certain circumstances, to the benefit of) an individual resident in another Member State, or to a residual entity in the sense of article 4.2 of the Savings Directive, (i.e., an entity (i) without legal personality (the Finnish and Swedish companies listed in Article 4.5 of the Savings Directive are not considered as legal persons for this purpose) and (ii) whose profits are not taxed under the general arrangements for the business taxation and (iii) that is not, or has not opted to be considered as, a UCITS recognised in accordance with Council Directive 85/611/EEC or a similar collective investment fund located in Jersey, Guernsey, the Isle of Man, the Turks and Caicos Islands, the Cayman Islands, Montserrat or the British Virgin Islands and which has not opted to be treated as a UCITS recognised in accordance with Council Directive 85/611/EEC) (“Residual Entities”), unless the beneficiary of the interest payments elects for an exchange of information. The same regime applies to payments to individuals or Residual Entities resident in certain dependent or associated territories.

The withholding tax rate is currently 20 per cent. and will increase to 35 per cent as from 1 July 2011. The withholding tax system will only apply during a transitional period, the ending of which depends on the conclusion of certain agreements relating to information exchange with certain third countries.

Withholding tax – Luxembourg individual residents

A 10 per cent. withholding tax has been introduced, as from 1 January 2006 on interest payments made by Luxembourg paying agents (defined in the same way as in the Directive) to Luxembourg individual residents. Only interest accrued after 1 July 2005 falls within the scope of this withholding tax. Income (other than interest) from investment funds and from current accounts provided that the interest rate is not higher than 0.75 per cent. are exempt from the withholding tax. Furthermore, interest which is accrued once a year on savings accounts (short and long term) and which does not exceed €250 per person and per paying agent is exempted from the withholding tax.

Income tax on principal, interest, gains on sales or redemption

Noteholders who are non-residents of Luxembourg and who have neither a permanent establishment nor a fixed base of business in Luxembourg with which the holding of the Notes is connected, will not be subject to taxes (income taxes and net wealth tax) or duties in Luxembourg with respect to payments of principal or interest (including accrued but unpaid interest), payments received upon redemption, repurchase or exchange of the Notes or capital gains realised upon disposal or repayment of the Notes.

Noteholders will not be deemed to be resident, domiciled or carrying on business in Luxembourg solely by reason of holding, execution, performance, delivery, exchange and/or enforcement of the Notes.

Luxembourg resident corporate Noteholders, or Noteholders who have a permanent establishment in Luxembourg with which the holding of the Notes is connected, must for income tax purposes include any interest receivable in their taxable income and will be subject to net wealth tax. They will not be liable for any Luxembourg income tax on repayment of principal.

Interest received by an individual resident in Luxembourg is subject to withholding tax (see above “Withholding tax – Luxembourg residents). This withholding tax represents the final tax liability for the Luxembourg individual resident taxpayers.

Luxembourg resident individual Noteholders are not subject to taxation on capital gains upon the disposition of the Notes, unless the disposition of the Notes precedes the acquisition of the Notes or the Notes are disposed of within six months of the date of acquisition of these Notes. Upon a redemption of the Notes, individual Luxembourg resident Noteholders must however include the portion of the redemption price corresponding to accrued but unpaid interest in their taxable income.

Luxembourg resident corporate Noteholders which are companies benefiting from a special tax regime (such as family estate management companies subject to the law of 11 May 2007 and undertakings for collective investment subject to the law of 17 December 2010 and 13 February 2007) are tax exempt entities in Luxembourg, and are thus not subject to any Luxembourg tax (i.e. corporate income tax, municipal business tax and net wealth tax) other than the subscription tax calculated on their share capital or net asset value.

Luxembourg net wealth tax will not be levied on a corporate Noteholder, unless (i) such Noteholder is a Luxembourg resident or (ii) the Notes are attributable to an enterprise or part thereof which is carried on in Luxembourg through a permanent establishment.

Luxembourg net wealth tax has been abolished for individual Noteholders as from the year 2006.

Other taxes

No stamp, value, issue, registration, transfer or similar taxes or duties will be payable in Luxembourg by Noteholders in connection with the issue of the Notes, nor will any of these taxes be payable as a consequence of a subsequent transfer or redemption of the Notes.

There is no Luxembourg value added tax payable in respect of payments in consideration for the issuance of the Notes or in respect of the payment of interest or principal under the Notes or the transfer of the Notes. Luxembourg value added tax may, however, be payable in respect of fees charged for certain services rendered to the Issuer, if for Luxembourg value added tax purposes such services are rendered or are deemed to be rendered in Luxembourg and an exemption from Luxembourg value added tax does not apply with respect to such services.

Noteholders not permanently resident in Luxembourg at their time of death will not be subject to inheritance or other similar taxes in Luxembourg in respect of the Notes.

SUBSCRIPTION AND SALE

Summary of Dealer Agreement

Subject to the terms and on the conditions contained in an amended and restated dealer agreement dated 7 July 2011 (as amended or supplemented from time to time, the “Dealer Agreement”) between the Issuer, the Permanent Dealers and the Arranger, the Notes will be offered on a continuous basis by the Issuer to the Permanent Dealers. However, the Issuer has reserved the right to sell Notes directly on its own behalf to Dealers that are not Permanent Dealers. The Notes may be resold at prevailing market prices, or at prices related thereto, at the time of such resale, as determined by the relevant Dealer. The Notes may also be sold by the Issuer through the Dealers, acting as agent of the Issuer. The Dealer Agreement also provides for Notes to be issued in syndicated Tranches that are jointly and severally underwritten by two or more Dealers.

The Issuer will pay each relevant Dealer a commission as agreed between them in respect of Notes subscribed by it. The commissions in respect of an issue of Notes on a syndicated basis will be stated in the relevant Final Terms.

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

Selling Restrictions

United States

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

Notes in bearer form having a maturity of more than one year are subject to U.S. tax law requirements and may not be offered, sold or delivered within the United States or its possessions or to a United States person, except in certain transactions permitted by U.S. tax regulations. Terms used in this paragraph have the meanings given to them by the U.S. Internal Revenue Code of 1986, as amended, and regulations thereunder.

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

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

In addition, until 40 days after the commencement of the offering of any identifiable Tranche, an offer or sale of Notes within the United States by any dealer (whether or not participating in the offering) may violate the

registration requirements of the Securities Act if such offer or sale is made otherwise than in accordance with an available exemption from registration under the Securities Act.

Public Offer Selling Restriction under the Prospectus Directive

In relation to each Member State of the European Economic Area which has implemented the Prospectus Directive (each, a “Relevant Member State”), each Dealer has represented and agreed, and each further Dealer appointed under the Programme will be required to represent and agree, that with effect from and including the date on which the Prospectus Directive is implemented in that Relevant Member State (the “Relevant Implementation Date”) it has not made and will not make an offer of Notes which are the subject of the offering contemplated in this Base Prospectus as completed by the Final Terms in relation thereto to the public in that Relevant Member State except that it may, with effect from and including the Relevant Implementation Date, make an offer of such Notes to the public in that Relevant Member State:

- (a) if the Final Terms specify that an offer of those Notes may be made other than pursuant to Article 3(2) of the Prospectus Directive in that Relevant Member State (a “Non-exempt Offer”), following the date of publication of a prospectus in relation to such Notes which has been approved by the competent authority in that Relevant Member State or, where appropriate, approved in another Relevant Member State and notified to the competent authority in that Relevant Member State, provided that any such prospectus has subsequently been completed by the final terms contemplating such Non-exempt Offer, in accordance with the Prospectus Directive, in the period beginning and ending on the dates specified in such prospectus or final terms, as applicable and the Issuer has consented in writing to its use for the purpose of that Non-exempt Offer;
- (b) at any time to any legal entity which is a qualified investor as defined under the Prospectus Directive;
- (c) at any time to fewer than 100 or, if the Relevant Member State has implemented the relevant provision of the 2010 PD Amending Directive, 150, natural or legal persons (other than qualified investors as defined in the Prospectus Directive), subject to obtaining the prior consent of the relevant Dealer or Dealers nominated by the Issuer for any such offer; or
- (d) at any time in any other circumstances falling within Article 3(2) of the Prospectus Directive,

provided that no such offer of Notes referred to in (b) to (d) above shall require the Issuer or any Dealer to publish a prospectus pursuant to Article 3 of the Prospectus Directive or supplement a prospectus pursuant to Article 16 of the Prospectus Directive.

For the purposes of this provision, the expression an “offer of Notes to the public” in relation to any Notes in any Relevant Member State means the communication in any form and by any means of sufficient information on the terms of the offer and the Notes to be offered so as to enable an investor to decide to purchase or subscribe the Notes, as the same may be varied in that Member State by any measure implementing the Prospectus Directive in that Member State, the expression “Prospectus Directive” means Directive 2003/71/EC (and amendments thereto, including the 2010 PD Amending Directive, to the extent implemented to the Relevant Member State), and includes any relevant implementing measure in each Relevant Member State and the expression “2010 PD Amending Directive” means Directive 2010/73/EU.

United Kingdom

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

- (a) in relation to any Notes which have a maturity of less than one year from the date of issue, (i) it is a person whose ordinary activities involve it in acquiring, holding, managing or disposing of investments (as principal or agent) for the purposes of its business and (ii) it has not offered or sold and

will not offer or sell any Notes other than to persons whose ordinary activities involve them in acquiring, holding, managing or disposing of investments (as principal or as agent) for the purposes of their businesses or who it is reasonable to expect will acquire, hold, manage or dispose of investments (as principal or agent) for the purposes of their businesses where the issue of the Notes would otherwise constitute a contravention of Section 19 of the Financial Services and Markets Act 2000 (the “FSMA”) by the Issuer¹;

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

The Republic of France

Each of the Dealers and the Issuer has represented and agreed that:

(i) **Offer to the public in France:**

It has only made and will only make an offer of Notes to the public in France in the period beginning (i) when a prospectus in relation to those Notes has been approved by the *Autorité des marchés financiers* (“AMF”), on or after the date of its publication or, (ii) when a prospectus has been approved by the competent authority of a Member State of the European Economic Area which has implemented the EU Prospectus Directive 2003/71/EC, on the date of notification of such approval to the AMF, all in accordance with Articles L.412-1 and L.621-8 of the French *Code monétaire et financier* and the *Règlement général* of the AMF, and ending at the latest on the date which is 12 months after the date of the approval of the Base Prospectus; or

(ii) **Private placement in France:**

it has not offered or sold and will not offer or sell, directly or indirectly, any Notes (in the case of Notes admitted to trading on Euronext Paris S.A., in connection with their initial distribution) to the public in France and it has not distributed or caused to be distributed and will not distribute or cause to be distributed to the public in France, this Base Prospectus, the relevant Final Terms or any other offering material relating to the Notes and such offers, sales and distributions have been and will be made in France only to (a) persons providing investment services relating to portfolio management for the account of third parties (*personnes fournissant le service d’investissement de gestion de portefeuille pour compte de tiers*) and/or (b) qualified investors (*investisseurs qualifiés*) other than individuals investing for their own account, as defined in, and in accordance with, Articles L.411-2, D.411-1 to D.411-3, of the French *Code monétaire et financier*.

Japan

The Notes have not been and will not be registered under the Financial Instruments and Exchange Act of Japan (the “**Financial Instruments and Exchange Act**”). Accordingly, each of the Dealers has represented, warranted and agreed and each further Dealer appointed under the Programme will be required to represent, warrant and agree that it has not, directly or indirectly, offered or sold and will not, directly or indirectly, offer or sell any Notes in Japan or to a resident of Japan or to others for re-offering or re-sale, directly or indirectly, in Japan or to, or for the benefit of, any resident of Japan except pursuant to an exemption from the

¹ Any such Notes issued must have a minimum redemption value of £100,000.

registration requirements of, and otherwise in compliance with the Financial Instruments and Exchange Act and other relevant laws and regulations of Japan. As used in this paragraph, “resident of Japan” means any person resident in Japan, including any corporation or other entity organised under the laws of Japan.

General

These selling restrictions may be modified by the agreement of the Issuer and the relevant Dealers following a change in a relevant law, regulation or directive. Any such modification will be set out in the Final Terms issued in respect of the issue of Notes to which it relates or in a supplement to this Base Prospectus.

Neither the Issuer nor any Dealer makes any representation that any action has been taken in any jurisdiction that would permit a public offering of any of the Notes, or possession or distribution of the Base Prospectus or any other offering material or any Final Terms, in any country or jurisdiction where action for that purpose is required.

Neither the Issuer nor any of the Dealers represents that Notes may at any time lawfully be sold in compliance with any applicable registration or other requirements in any jurisdiction or pursuant to any exemption available thereunder or assumes any responsibility for facilitating such sale.

Each Dealer has agreed that it will, to the best of its knowledge, comply with all relevant laws, regulations and directives in each jurisdiction in which it purchases, offers, sells or delivers Notes or has in its possession or distributes this Base Prospectus, any other offering material or any Final Terms and neither the Issuer nor any other Dealer shall have responsibility therefor in all cases at its own expense.

FORM OF WHOLESALE FINAL TERMS (FOR USE IN CONNECTION WITH ISSUES OF NOTES WITH A DENOMINATION OF AT LEAST €[50/100],000² TO BE ADMITTED TO TRADING ON AN EU REGULATED MARKET)

FINAL TERMS dated [●]

[LOGO, if document is printed]

BANQUE FÉDÉRATIVE DU CRÉDIT MUTUEL
Euro 45,000,000,000 Euro Medium Term Note Programme

Series No: [●]

Tranche No: [●]

*Issue of [Aggregate Nominal Amount of Tranche] [Title of Notes]
under the Programme*

Issued by

Banque Fédérative du Crédit Mutuel

Name(s) of Dealer(s)

PART A – CONTRACTUAL TERMS

Terms used herein shall be deemed to be defined as such for the purposes of the Conditions set forth in the Base Prospectus dated 7 July 2011 which received visa no. 11-301 from the *Autorité des marchés financiers* (the “AMF”) on 7 July 2011 [and the supplement to the Base Prospectus dated [●] which received visa no.[●] from the AMF on [●] which [together] constitute[s] a base prospectus for the purposes of Directive 2003/71/EC (the “Prospectus Directive”) as amended by Directive 2010/73/EC (the “**2010 PD Amending Directive**”). This document constitutes the Final Terms of the Notes described herein for the purposes of Article 5.4 of the Prospectus Directive and must be read in conjunction with such Base Prospectus [as so supplemented]. Full information on the Issuer and the offer of the Notes is only available on the basis of the combination of these Final Terms and the Base Prospectus. [The Base Prospectus [and the supplement to the Base Prospectus] [is] [are] available for viewing at Banque Fédérative du Crédit Mutuel, 34 rue du Wacken 67000 Strasbourg and www.bfcm.creditmutuel.fr and copies may be obtained from [address] and will be available on [the AMF website www.amf-france.org]/[●] [name of Regulated Market where admission to trading is sought].

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

Terms used herein shall be deemed to be defined as such for the purposes of the Conditions (the “Conditions”) set forth in the [Base Prospectus] dated [original date] [and the supplement to the Base Prospectus dated [●] which received visa no.[●] from the *Autorité des marchés financiers* (the “AMF”) on [●]]. This document constitutes the Final Terms of the Notes described herein for the purposes of Article 5.4 of Directive 2003/71/EC (the “Prospectus Directive”) as amended by Directive 2010/73/EC (the “**2010 PD Amending Directive**”) and must be read in conjunction with the Base Prospectus dated [current date] [and the supplement to the Base Prospectus dated [●] which received visa no.[●] from the AMF on [●]], which

² This Form of Final Terms is to be used for Notes with a denomination of less than €100,000 if the 2010 PD Amending Directive has been implemented in the Relevant Member State. Furthermore, this Form of Final Terms is to be used for Notes with a denomination of less than €100,000 in all cases where the issue is likely to be the subject of a subsequent fungible issue

[together] constitute[s] a base prospectus for the purposes of the Prospectus Directive, save in respect of the Conditions which are extracted from the [Base Prospectus] dated [original date] [and the supplement to the Base Prospectus dated [●] which received visa no.[●] from the AMF on [●]] and are attached hereto. Full information on the Issuer and the offer of the Notes is only available on the basis of the combination of these Final Terms and the [Base Prospectus dated [original date] and the Base Prospectus dated [current date] [and the supplement to the Base Prospectus dated [●] which received visa no.[●] from the AMF on [●]]. [The [Base Prospectus] [and the supplement to the Base Prospectus] [is] [are] available for viewing at Banque Fédérative du Crédit Mutuel, 34 rue du Wacken 67000 Strasbourg and www.bfcm.creditmutuel.fr, and copies may be obtained from, BNP Paribas Securities Services, Luxembourg Branch (in its capacity as Principal Paying Agent), 33, rue de Gasperich, Hoswald Hersperange, L-2085 Luxembourg and will be available on the AMF website (www.amf-france.org)/[●] [name of Regulated Market where admission to trading is sought].

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

[When completing final terms or adding any other final terms or information, consideration should be given as to whether such terms or information constitute “significant new factors” and consequently trigger the need for a supplement to the Base Prospectus under Article 16 of the Prospectus Directive.]

1	Issuer:	Banque Fédérative du Crédit Mutuel
2	(i) Series Number:	[●]
	(ii) Tranche Number:	[●]
		<i>(If fungible with an existing Series, details of that Series, including the date on which the Notes become fungible).</i>
3	Specified Currency (or Currencies in the case of Dual Currency Notes):	[●]
4	Aggregate Nominal Amount:	[●]
	(i) Series:	[●]
	(ii) Tranche:	[●]
5	Issue Price of Tranche:	[●] per cent. of the Aggregate Nominal Amount [plus accrued interest from [insert date (in the case of fungible issues only, if applicable)]]
6	(i) Specified Denominations ¹ :	[●]
	(ii) Calculation Amount:	[●] ²

¹ If the specified denomination is expressed to be €[50/100],000 or its equivalent and multiples of a lower principal amount (for example €1,000), insert the following wording: “€[50/100],000 and integral multiples of [€1,000] in excess thereof up to and including [€99/199],000]. No notes in definitive form will be issued with a denomination above [€99/199],000”. Note: not for Notes listed on Euronext Paris.

² The applicable Calculation Amount (which is used for the calculation of interest and redemption amounts) will be (i) if there is only one Specified Denomination, the Specified Denomination of the relevant Notes or (ii) if there are several Specified Denominations or the circumstances referred to in Note 6 above apply (e.g. Specified Denominations of €[50/100],000 and multiples of €1,000), the highest common factor of those Specified Denominations (note: there must be a common factor in the case of two or more Specified Denominations). If “Calculation Amount” is to be used in the Final Terms, corresponding references to the Calculation Amount for interest, put and call options and redemption amount calculation purposes should be included in the terms and conditions set out in the base prospectus. Note that a Calculation Amount of less than 1,000 units of the relevant currency may result in practical difficulties for paying agents and/or ICSDs who should be consulted if such an amount is proposed.

7	(i) Issue Date:	[●]
	[(ii)] Interest Commencement Date (if different from the Issue Date)	[Specify/Issue Date/Not Applicable] ³
8	Maturity Date:	<i>[specify date or (for Floating Rate Notes) Specified Interest Payment Date falling in or nearest to the relevant month and year]</i>
9	Interest Basis:	[[●] per cent. Fixed Rate] [[specify reference rate] +/- [●] per cent. Floating Rate] [Zero Coupon] [Index Linked Interest] [Other (specify)] (further particulars specified below)
10	Redemption/Payment Basis:	[Redemption at par] [Index Linked Redemption] [Dual Currency] [Partly Paid] [Instalment] [Other (specify)] [(N.B. If the Final Redemption Amount is other than 100 per cent. of the nominal value, the Notes will be derivative securities for the purposes of the Prospectus Directive and the requirements of Annex XII to the Prospectus Directive Regulation will apply. This pro forma has been annotated to indicate where the key additional requirements of Annex XII are dealt with.)]
11	Change of Interest or Redemption/Payment Basis:	<i>[Specify details of any provision for convertibility of Notes into another interest or redemption/ payment basis]</i>
12	Put/Call Options:	[Noteholder Put] [Issuer Call] [(further particulars specified below)]
13	(i) Status of the Notes:	[Unsubordinated/Ordinarily Subordinated/Deeply Subordinated][Dated/Undated] Subordinated (if subordinated specify [Unsubordinated/Subordinated] interest and insert applicable provisions)]
	(ii) [Date [Board] approval for issuance of Notes obtained:]	[[●] [and [●], respectively]] <i>(N.B. Only relevant where Board (or similar) authorisation is required for the particular tranche of Notes)</i>
14	Method of distribution:	[Syndicated/Non-syndicated]
PROVISIONS RELATING TO INTEREST (IF ANY) PAYABLE		
15	Fixed Rate Note Provisions	[Applicable/Not Applicable]

³ An Interest Commencement Date will not be relevant for certain Notes, for example Zero Coupon Notes.

[(N.B. If the Final Redemption Amount is other than 100 per cent. of the nominal value, the Notes will be derivative securities for the purposes of the Prospectus Directive and the requirements of Annex XII to the Prospectus Directive Regulation will apply. This pro forma has been annotated to indicate where the key additional requirements of Annex XII are dealt with.)]

		<i>(If not applicable, delete the remaining sub-paragraphs of this paragraph)</i>
(i)	Fixed Rate[(s)] of Interest:	[●] per cent. per annum [payable [annually/semi-annually/quarterly/monthly/other (<i>Specify</i>)] in arrear]
(ii)	Specified Interest Payment Date(s):	[●] in each year [adjusted in accordance with <i>[specify Business Day Convention and any applicable Financial Centre(s) for the definition of "Business Day"]</i> /not adjusted]
(iii)	Fixed Coupon Amount[(s)]:	[●] per Calculation Amount
(iv)	Broken Amount(s):	[●] per Calculation Amount, payable on the Interest Payment Date falling [in/on] [●]
(v)	Day Count Fraction:	[30/360/Actual/Actual-(ICMA/ISDA)/other] ⁴ <i>[specify other]</i>
(vi)	Determination Dates:	[●] in each year (<i>insert regular interest payment dates, ignoring issue date or maturity date in the case of a long or short first or last coupon. N.B. only relevant where Day Count Fraction is Actual/Actual (ICMA)</i>)
(vii)	Other terms relating to the method of calculating interest for Fixed Rate Notes:	[None/ <i>Give details</i>]
16	Floating Rate Note Provisions	[Applicable/Not Applicable] <i>(If not applicable, delete the remaining sub-paragraphs of this paragraph)</i>
(i)	Interest Period(s):	[●]
(ii)	Specified Interest Payment Dates:	[●]
(iii)	First Interest Payment Date:	[●]
(iv)	Interest Period Date:	[●] (Not applicable unless different from Interest Payment Date)
(v)	Business Day Convention:	[Floating Rate Convention/Following Business Day Convention/Modified Following Business Day Convention/Preceding Business Day Convention/ <i>[specify other]</i> (<i>insert "unadjusted" if the application of the relevant business day convention is not intended to affect the Interest Amount</i>)]
(vi)	Additional Financial Centre(s):	[●]
(vii)	Manner in which the Rate(s) of Interest and Interest Amount is to be	[Screen Rate Determination/ISDA Determination/ <i>other (Give details)</i>]

⁴ As of 1 July 2005, ISMA and IPMA have merged. The merged association is called ICMA (the International Capital Market Association).

- determined:
- (viii) Party responsible for calculating the Rate(s) of Interest and Interest Amount(s) (if not the Calculation Agent): [•]
 - (ix) Screen Rate Determination:
 - Reference Rate: [•]
 - Interest Determination Date(s): [•][[TARGET] Business Days in [specify city] for [specify currency] prior to [the first day in each Interest Accrual Period/each Interest Payment Date]]
 - Relevant Screen Page⁵: [•]
 - (x) ISDA Determination:
 - Floating Rate Option: [•]
 - Designated Maturity: [•]
 - (xi) Margin(s): [+/-][•] per cent. per annum
 - (xii) Minimum Rate of Interest: [•] per cent. per annum
 - (xiii) Maximum Rate of Interest: [•] per cent. per annum
 - (xiv) Day Count Fraction: [•]
 - (xv) Fall back provisions, rounding provisions, denominator and any other terms relating to the method of calculating interest on Floating Rate Notes, if different from those set out in the Conditions: [•]
- 17 **Zero Coupon Note Provisions** [Applicable/Not Applicable]
(If not applicable, delete the remaining subparagraphs of this paragraph)
- (i) Amortisation Yield: [•] per cent. per annum
 - (ii) Day Count Fraction: [•]
 - (iii) Any other formula/basis of determining [Amortised Face Amount] payable: [•]

⁵ Reuters agreed to purchase MoneyLine Telerate and from 31 December 2006 the Telerate services migrated to Reuters. The main page changes to note include:

- EUR-LIBOR-BBA moves from Telerate page 3750 to Reuters LIBOR01
- GBP-LIBOR-BBA moves from Telerate page 3750 to Reuters LIBOR01
- USD-LIBOR-BBA moves from Telerate page 3750 to Reuters LIBOR01
- JPY-LIBOR-BBA moves from Telerate page 3750 to Reuters LIBOR01
- AUD-LIBOR-BBA moves from Telerate page 3740 to Reuters LIBOR02
- CAD-LIBOR-BBA moves from Telerate page 3740 to Reuters LIBOR01

Care should be taken when referring specifically to Telerate pages in other documents (e.g. the Final Terms for floating rate notes) to ensure that successor pages will be covered (“e.g. Telerate Page [x] or any successor page”).

18	Index-Linked/Other Variable Linked Interest Note Provisions	[Applicable/Not Applicable] <i>(If not applicable, delete the remaining sub-paragraphs of this paragraph)</i>
	(i) Index/Formula/Other Variable:	[Give or annex details]
	(ii) Name and address of the Calculation Agent responsible for calculating the interest due:	[•]
	(iii) Provisions for determining Coupon where calculation by reference to Index and/or Formula is impossible or impracticable or otherwise disrupted:	[•][Need to include a description of market disruption or settlement disruption events and adjustment provisions]
	(iv) Interest Period(s):	[•]
	(v) Interest Determination Dates:	[•]
	(vi) Specified Interest Payment Dates:	[•]
	(vii) Business Day Convention:	[Floating Rate Convention/Following Business Day Convention/Modified Following Business Day Convention/Preceding Business Day Convention/other <i>(Give details)</i>]
	(viii) Financial Centre(s):	[•]
	(ix) Minimum Rate of Interest:	[•] per cent. per annum
	(x) Maximum Rate of Interest:	[•] per cent. per annum
	(xi) Day Count Fraction:	[•]
19	Dual Currency Note Provisions	[Applicable/Not Applicable] <i>(If not applicable, delete the remaining sub-paragraphs of this paragraph)</i>
	(i) Rate of Exchange/method of calculating Rate of Exchange:	[Give details]
	(ii) Calculation Agent, if any, responsible for calculating the principal and/or interest due:	[•]
	(iii) Provisions applicable where calculation by reference to Rate of Exchange impossible or impracticable:	[•]
	(iv) Person at whose option Specified Currency(ies) is/are payable:	[•]

PROVISIONS RELATING TO REDEMPTION

20	Issuer Call Option	[Applicable/Not Applicable] <i>(If not applicable, delete the remaining sub-paragraphs of this paragraph)</i>
	(i) Optional Redemption Date(s):	[•]
	(ii) Optional Redemption Amount(s) of each Note and method, if any, of	[•] per Calculation Amount

	calculation of such amount(s):	
	(iii) If redeemable in part:	
	(a) Minimum nominal amount to be redeemed:	[●] per Calculation Amount
	(b) Maximum nominal amount to be redeemed:	[●] per Calculation Amount
	(iv) Issuer's Notice Period:	[●]
21	Noteholder Put Option	[Applicable/Not Applicable] <i>(If not applicable, delete the remaining subparagraphs of this paragraph)</i>
	(i) Optional Redemption Date(s):	[●]
	(ii) Optional Redemption Amount(s) of each Note and method, if any, of calculation of such amount(s):	[[●] per Calculation Amount]
22	Final Redemption Amount	
	In cases where the Final Redemption Amount is Index-Linked:	[●] per Calculation Amount
		[If the Final Redemption Amount is other than 100 per cent. of the nominal value the Notes will be derivative securities for the purposes of the Prospectus Directive and the requirements of Annex XII to the Prospectus Directive Regulation will apply. This pro forma has been annotated to indicate where the key additional requirements of Annex XII are dealt with.] <i>[Give or annex details]</i>
	(i) Index/Formula/variable:	[●]
	(ii) Calculation Agent responsible for calculating the Final Redemption Amount:	[●]
	(iii) Provisions for determining Final Redemption Amount where calculated by reference to Index and/or Formula and/or variable:	[●]
	(iv) Determination Date(s):	[●]
	(v) Provisions for determining Final Redemption Amount where calculation by reference to Index and/or Formula and/or other variable is impossible or impracticable or otherwise disrupted:	[●]
	(vi) Payment Date:	[●]
	(vii) Minimum nominal amount to be redeemed:	[●] per Calculation Amount

(viii) Maximum nominal amount to be redeemed: [●] per Calculation Amount

23 Early Redemption Amount

(i) Early Redemption Amount(s) of each Note payable on redemption for taxation reasons or on event of default and/or the method of calculating the same (if required or if different from that set out in the Conditions): [●]

(ii) Redemption for taxation reasons permitted on days other than Specified Interest Payment Dates: [Yes/No]

(iii) Unmatured Coupons to become void upon early redemption: [Yes/No]

[Bearer notes only]: [Not Applicable]

GENERAL PROVISIONS APPLICABLE TO THE NOTES

24 Form of Notes: Bearer Notes

(i) New Global Note: [Yes/No]

(ii) Temporary or Permanent Global Note: [Temporary Global Note exchangeable for a Permanent Global Note which is exchangeable for Definitive Notes in the limited circumstances specified in the Permanent Global Note]
[Temporary Global Note exchangeable for Definitive Notes on [●] days' notice]
[Permanent Global Note exchangeable for Definitive Notes in the limited circumstances specified in the Permanent Global Note]

(iii) Applicable TEFRA exemptions: [C Rules/D Rules/Not Applicable]

25 Financial Centre(s) or other special provisions relating to payment dates: [Not Applicable/give details. Note that this paragraph relates to the date and place of payment, and not interest period end dates, to which sub-paragraphs [16 (ii), 17(vi) and 19(viii) relate]]

26 Talons for future Coupons or Receipts to be attached to Definitive Notes (and dates on which such Talons mature): [Yes/No. If yes, give details]

27 Details relating to Partly Paid Notes: amount of each payment comprising the Issue Price and date on which each payment is to be made and , consequences (if any) of failure to pay, including any right of the Issuer to forfeit the Notes and interest due on late payment: [Not Applicable/Give details]

28 Details relating to Instalment Notes: amount of [Not Applicable/Give details]

each instalment, date on which each payment is to be made:

- | | | |
|----|--|--|
| 29 | Redenomination, renominatisation and reconventioning provisions: | [Not Applicable/The provisions [in Condition [●]]annexed to the applicable Final Terms apply] |
| 30 | Consolidation provisions: | [Not Applicable/The provisions [in Condition [●]]annexed to the applicable Final Terms apply] |
| 31 | Other final terms: | [Not Applicable/ <i>Give details/Specify rating, if applicable/Specify any Payment Disruption Events and the consequences thereof, if applicable</i>]

<i>(When adding any other final terms consideration should be given as to whether such terms constitute a “significant new factor” and consequently trigger the need for a supplement to the Prospectus under Article 16 of the Prospectus Directive.)</i> |

DISTRIBUTION

- | | | |
|----|---|---|
| 32 | (i) If syndicated, names of Managers (specifying Lead Manager): | [Not Applicable/ <i>Give names, addresses and underwriting commitments</i>]

<i>[Include names and addresses of entities agreeing to underwrite the issue on a firm commitment basis and names and addresses of the entities agreeing to place the issue without a firm commitment or on a “best efforts” basis if such entities are not the same as the Managers.]</i>
<i>[Indicate material features of agreements including quotas. If any portion of the issue is not underwritten, include a statement of that portion.]</i> |
| | (ii) Date of Subscription Agreement (if any): | [●] |
| | (iii) Stabilising Manager(s) (if any): | [Not Applicable/ <i>Give name(s)</i>] |
| 33 | If non-syndicated, name and address of relevant Dealer: | [Not Applicable/ <i>Give name</i>] |
| 34 | Total commission and concession: | [●] per cent. of the Aggregate Nominal Amount |
| 35 | Additional selling restrictions: | [Not Applicable/ <i>Give name(s)</i>] |

[PURPOSE OF FINAL TERMS

These Final Terms comprise the final terms required for issue[, listing on the Euronext Paris/official list of the Luxembourg Stock Exchange/Luxembourg Stock Exchange’s EuroMTF Market/specify other] and admission to trading on the [*specify relevant regulated market*] of the Notes described herein pursuant to the [*insert Programme Amount*] [Debt Issuance Programme] [Euro Medium Term Note Programme] of [●].]

RESPONSIBILITY

The Issuer accepts responsibility for the information contained in these Final Terms.

[[*(Relevant third party information)* has been extracted from *(specify source)*. The Issuer confirms that such information has been accurately reproduced and that, so far as it is aware, and is able to ascertain from information published by *(specify source)*, no facts have been omitted which would render the reproduced inaccurate or misleading.]

Signed on behalf of the Issuer:

By:
Duly authorised

PART B – OTHER INFORMATION

1 LISTING AND ADMISSION TO TRADING APPLICATION

- (i) Admission to trading: [Application has been made for the Notes to be listed on Euronext Paris/admitted to trading on the regulated market of the Luxembourg Stock Exchange/the EuroMTF market/[●] with effect from [●].] [Not Applicable.]
(Where documenting a fungible issue need to indicate that original securities are already admitted to trading)
- (ii) Listing: [Euronext Paris/Official List of the Luxembourg Stock Exchange/other (*specify relevant regulated market*)/Not applicable]
- (iii) Estimate of total expenses related to admission to trading: [●]

2 RATINGS

- Ratings: The Notes to be issued have been rated:
[S&P: [●]]
[Moody's: [●]]
[Fitch Ratings: [●]]
[Other: [●]]
- Insert one (or more) of the following options, as applicable:
[[*Insert credit rating agency/ies*] [is/are] established in the European Union and [has/have each] applied for registration under Regulation (EC) No 1060/2009, although notification of the corresponding registration decision has not yet been provided by the relevant competent authority.]⁶
[[*Insert credit rating agency/ies*] [is/are] established in the European Union and registered under Regulation (EC) No 1060/2009.]
[[*Insert credit rating agency/ies*] [is/are] not established in the European Union and [has/have] not applied for registration under Regulation (EC) No 1060/2009.]

⁶ It is important to liaise with the Issuer and/or the relevant credit rating agencies to determine (i) the specific legal entity which will issue the credit ratings, and (ii) the status of any application which has been made to the relevant competent authority by that entity. It is recommended that these enquiries are made at an early stage to allow sufficient time for the information to be obtained

[Need to include a brief explanation of the meaning of the ratings if this has previously been published by the rating provider; for example:

“As defined by Standard & Poors, an [AA+] rating means that the Issuer’s capacity to meet its financial commitment under the Notes is very strong.”

“Notes rated [Aa] by Moody’s are judged to be of high quality and are subject to very low credit risk. The modifier 1 indicates that the note ranks in the higher end of its generic rating category.”

“As defined by Fitch an [AA] rating denotes a very low expectation of credit risk. It indicates a very strong capacity for timely payment of financial commitments. Such capacity is not significantly vulnerable to foreseeable events.”]

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

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

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

“Save as discussed in [“Subscription and Sale” in the Base Prospectus], so far as the Issuer is aware, no person involved in the offer of the Notes has an interest material to the offer.”]

4 [REASONS FOR THE OFFER, ESTIMATED NET PROCEEDS AND TOTAL EXPENSES]

(i) Reasons for the offer:

[•]

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

(ii) Estimated net proceeds:

[•]

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

(iii) Estimated total expenses: [•] *[Include breakdown of expenses.]⁷*
(If the Notes are derivative securities to which Annex XII of the Prospectus Directive applies, it is only necessary to include disclosure of net proceeds and total expenses at (ii) and (iii) above where disclosure is included at (i) above.)

5 [Fixed Rate Notes only – YIELD]

Indication of yield: [•]
[As set out above, the yield is calculated at the Issue Date on the basis of the Issue Price. It is not an indication of future yield.]

6 [Index-linked interest or other variable-linked interest notes only – PERFORMANCE OF INDEX/FORMULA/OTHER VARIABLE, EXPLANATION OF EFFECT ON VALUE OF INVESTMENT AND ASSOCIATED RISKS AND OTHER INFORMATION CONCERNING THE UNDERLYING]

Need to include details of where past and future performance and volatility of the index/formula/other variable can be obtained and a clear and comprehensive explanation of how the value of the investment is affected by the underlying and the circumstances when the risks are most evident. [Where the underlying is an index need to include the name of the index and a description if composed by the Issuer and if the index is not composed by the Issuer need to include details of where the information about the index can be obtained. Where the underlying is not an index need to include equivalent information.]⁷

(When completing this paragraph, consideration should be given as to whether such matters described constitute “significant new factors” and consequently trigger the need for a supplement to the Prospectus under Article 16 of the Prospectus Directive.)

The Issuer [intends to provide post-issuance information [specify what information will be reported and where it can be obtained]] [will not provide any post-issuance information, except where required by any applicable laws or regulations].⁷

7 [Derivative Securities only – OTHER INFORMATION CONCERNING THE SECURITIES TO BE [OFFERED]/[ADMITTED TO TRADING]]⁷

Name of the Issuer of the underlying Security: [•]
ISIN Code: [•]
Underlying Interest Rate: [•]
Exercise price or final reference price of the underlying: [•]

⁷ Required for derivative securities to which Annex XII to the Prospectus Directive Regulation applies.

- Relevant weightings of each underlying on the basket: [•]
- Description of any market disruption or settlement disruption events concerning the underlying: [•]
- Adjustment Rules with relation to events concerning the underlying: [•]
- Source of information relating to the [index/indices]: [•]
- Place where information to the [index/indices] can be obtained: [•]

8 *Derivative Securities only* – MATURITY/EXPIRATION

- Expiration/Maturity date of derivative securities: [•]
- Exercise date or final reference date: [•]

9 *Derivative Securities only* – SETTLEMENT PROCEDURES FOR DERIVATIVE SECURITIES

Need to include a description of the settlement procedures of the derivative securities.

10 *Derivative Securities only* – RETURN ON DERIVATIVE SECURITIES

- Return on derivative securities: *[Description of how any return on derivative securities takes place]*
- Payment or delivery date: [•]
- Method of calculation: [•]

11 [Dual Currency Notes only – PERFORMANCE OF RATE[S] OF EXCHANGE [AND EXPLANATION OF EFFECT ON VALUE OF INVESTMENT]]

Need to include details of where past and future performance and volatility of the relevant rate[s] can be obtained and a clear and comprehensive explanation of how the value of the investment is affected by the underlying and the circumstances when the risks are most evident.

12 OPERATIONAL INFORMATION

- Intended to be held in a manner which would allow Eurosystem eligibility: [Yes/No]

[Note that the designation ‘yes’ simply means that the Notes are intended upon issue to be deposited with one of the International Central Securities

Depositories (i.e. Euroclear Bank SA/N.V. and Clearstream Banking, société anonyme) as common safekeeper and does not necessarily mean that the Notes will 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. Such recognition will depend upon satisfaction of the Eurosystem eligibility criteria] *[include this text if 'yes' is selected, in which case the Notes must be issued in NGN form]*

ISIN Code: [•]
Common Code: [•]
Any clearing system(s) other than Euroclear Bank S.A./N.V. and Clearstream Banking Société anonyme and the relevant identification number(s): [Not Applicable/Give name(s) and number(s)]
Delivery: Delivery [against/free of] payment
Names and addresses of additional Paying Agent(s) (if any): [Not Applicable/Give name(s), addresses]

13 [TERMS AND CONDITIONS OF THE OFFER

Need to include:

- (i) *the time period, including any possible amendments, during which the offer will be open and description of the application process;*
- (ii) *description of any possibility to reduce subscriptions and the procedures for refunding excess amounts paid by applicants;*
- (iii) *details of the minimum and/or maximum amount of application⁸;*
- (iv) *the method and time limits for paying up the securities and for delivery of the securities;*
- (v) *the manner and date in which results of the offer are to be made public;*
- (vi) *the procedure for the exercise of any right of pre-emption, the negotiability of subscription rights and the treatment of subscription rights not exercised;*
- (vii) *the categories of potential investors to which the securities are offered⁹,*

[for example:

“Legal entities which are authorised or regulated to operate in the financial markets or, if not so authorised or regulated, whose corporate purpose is solely to invest in securities.

Any legal entity which has two or more of (1) an average of at least 250 employees during the financial year; (2) a total balance sheet of more than €43,000,000 and (3) an annual net turnover of more than €50,000,000 as shown in its last annual or consolidated accounts.”]; and

⁸ Whether in number of securities or aggregate amount to invest.

⁹ If the offer is being made simultaneously in the markets of two or more countries and if a tranche has been or is being reserved for certain of these, indicate any such tranche.

(viii) the process for notification to applicants of the amount allotted and indication whether dealing may begin before notification is made.

14 [PLACING AND UNDERWRITING

Need to include:

The name and address of the co-ordinator(s) of the global offer and of single parts of the offer¹⁰;

The name and address of any paying agents and depository agents in each country (in addition to the Principal Paying Agent);

The names of entities agreeing to underwrite the issue on a firm commitment basis, and entities agreeing to place the issue without a firm commitment or under “best efforts” arrangements¹¹;

The names and addresses of entities which have a firm commitment to act as intermediaries in secondary trading, providing liquidity through bid and offer rates and description of the main terms of their commitment;

Indicate when the underwriting agreement has been or will be reached; and Provide the name and address of the calculation agent.

¹⁰ To the extent known to the Issuer, of the placers in the various countries where the offer takes place.

¹¹ Where not all of the issue is underwritten, a statement of the portion not covered.

**FORM OF RETAIL FINAL TERMS (FOR USE IN CONNECTION WITH ISSUES OF
NOTES WITH A DENOMINATION OF LESS THAN €[50/100],000¹ TO BE ADMITTED TO
TRADING ON AN EU REGULATED MARKET AND/OR OFFERED TO THE PUBLIC IN
THE EUROPEAN ECONOMIC AREA)**

FINAL TERMS dated [●]

[LOGO, if document is printed]

BANQUE FÉDÉRATIVE DU CRÉDIT MUTUEL
Euro 45,000,000,000 Euro Medium Term Note Programme

Series No: [●]

Tranche No: [●]

*Issue of [Aggregate Nominal Amount of Tranche] [Title of Notes]
under the Programme*

Issued by

Banque Fédérative du Crédit Mutuel

Name(s) of Dealer(s)

PART A – CONTRACTUAL TERMS

Terms used herein shall be deemed to be defined as such for the purposes of the Conditions set forth in the Base Prospectus dated 7 July 2011 which received 11-301 no. [●] from the *Autorité des marchés financiers* (the “AMF”) on 7 July 2011 [and the supplement to the Base Prospectus dated [●] which received visa no.[●] from the AMF on [●] which [together] constitute[s] a base prospectus for the purposes of Directive 2003/71/EC (the “Prospectus Directive”) as amended by Directive 2010/73/EC (the “**2010 PD Amending Directive**”). This document constitutes the Final Terms of the Notes described herein for the purposes of Article 5.4 of the Prospectus Directive and must be read in conjunction with such Base Prospectus [as so supplemented]. Full information on the Issuer and the offer of the Notes is only available on the basis of the combination of these Final Terms and the Base Prospectus. [The Base Prospectus [and the supplement to the Base Prospectus] [is] [are] available for viewing at Banque Fédérative du Crédit Mutuel, 34 rue du Wacken 67000 Strasbourg and www.bfcm.creditmutuel.fr and copies may be obtained from [address] and will be available on [the AMF website www.amf-france.org/]/[●] [*name of Regulated Market where admission to trading is sought*].

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

Terms used herein shall be deemed to be defined as such for the purposes of the Conditions (the “Conditions”) set forth in the [Base Prospectus] dated [original date] [and the supplement to the Base Prospectus dated [●] which received visa no.[●] from the *Autorité des marchés financiers* (the “AMF”) on [●]]. This document constitutes the Final Terms of the Notes described herein for the purposes of Article 5.4 of Directive 2003/71/EC (the “Prospectus Directive”) as amended by Directive 2010/73/EC (the “**2010 PD Amending Directive**”) and must be read in conjunction with the Base Prospectus dated [current date] [and the supplement to the Base Prospectus dated [●] which received visa no.[●] from the AMF on [●]], which

¹ This Form of Final Terms is to be used for Notes with a denomination of at least €100,000 if the 2010 PD Amending Directive (as defined below) has been implemented in the Relevant Member State.

[together] constitute[s] a base prospectus for the purposes of the Prospectus Directive, save in respect of the Conditions which are extracted from the [Base Prospectus] dated [original date] which received visa no.[●] from the AMF on [●] [and the supplement to the Base Prospectus dated [●] which received visa no.[●] from the AMF on [●]] and are attached hereto. Full information on the Issuer and the offer of the Notes is only available on the basis of the combination of these Final Terms and the [Base Prospectus dated [original date] which received visa no.[●] from the AMF on [●] and the Base Prospectus dated [current date] [and the supplement to the Base Prospectus dated [●] which received visa no.[●] from the AMF on [●]]. [The [Base Prospectus] [and the supplement to the Base Prospectus] [is] [are] available for viewing at Banque Fédérative du Crédit Mutuel, 34 rue du Wacken 67000 Strasbourg and www.bfcm.creditmutuel.fr, and copies may be obtained from, BNP Paribas Securities Services, Luxembourg Branch (in its capacity as Principal Paying Agent), 23, avenue de la Porte Neuve, L-2085 Luxembourg and will be available on the AMF website (www.amf-france.org)/ [●] [name of Regulated Market where admission to trading is sought].

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

[When completing final terms or adding any other final terms or information, consideration should be given as to whether such terms or information constitute “significant new factors” and consequently trigger the need for a supplement to the Base Prospectus under Article 16 of the Prospectus Directive.]

- | | | |
|---|--|---|
| 1 | Issuer: | Banque Fédérative du Crédit Mutuel |
| 2 | (i) Series Number: | [●] |
| | (ii) Tranche Number: | [●] |
| | | <i>(If fungible with an existing Series, details of that Series, including the date on which the Notes become fungible).</i> |
| 3 | Specified Currency (or Currencies in the case of Dual Currency Notes): | [●] |
| 4 | Aggregate Nominal Amount: | [●] |
| | (i) Series: | [●] |
| | (ii) Tranche: | [●] |
| 5 | Issue Price of Tranche: | [●] per cent. of the Aggregate Nominal Amount [plus accrued interest from [insert date] (in the case of fungible issues only, if applicable)] |
| 6 | (i) Specified Denominations: | [●] ² |
| | (ii) Calculation Amount: | [●] ³ |

² Where multiple denominations above €[50/100],000 or equivalent are being used the following sample wording should be followed: "€[50/100],000 and integral multiples of [€1,000] in excess thereof up to and including €[99/199],000]. No Notes in definitive form will be issued with a denomination above €[99/199],000." Minimum denominations of €100,000 rather than €50,000 should be used if Notes are to be offered or listed in any Member State of the European Economic Area that has implemented Directive 2010/73/EC or where the issue is likely to be the subject of a subsequent fungible issue. If an issue of Notes is (i) not admitted to trading on a EEA regulated market and (ii) only offered within the EEA in circumstances where a prospectus is not required to be published under the Prospectus Directive the €[50/100],000 (or, if the Notes are denominated in a currency other than euro, the equivalent amount in such currency) minimum denomination is not required.

7	(i) Issue Date:	[●]
	[(ii)] Interest Commencement Date (if different from the Issue Date)	[Specify/Issue Date/Not Applicable] ⁴
8	Maturity Date:	<i>[specify date or (for Floating Rate Notes) Interest Payment Date falling in or nearest to the relevant month and year]</i>
9	Interest Basis:	[[●] per cent. Fixed Rate] [[specify reference rate] +/- [●] per cent. Floating Rate] [Zero Coupon] [Index Linked Interest] [Other (specify)] (further particulars specified below)
10	Redemption/Payment Basis:	[Redemption at par] [Index Linked Redemption] [Dual Currency] [Partly Paid] [Instalment] [Other (specify)] (N.B. If the Final Redemption Amount is other than 100 per cent. of the nominal value, the Notes will be derivative securities for the purposes of the Prospectus Directive and the requirements of Annex XII to the Prospectus Directive Regulation will apply. This pro forma has been annotated to indicate where the key additional requirements of Annex XII are dealt with.)
11	Change of Interest or Redemption/Payment Basis:	<i>[Specify details of any provision for convertibility of Notes into another interest or redemption/ payment basis]</i>
12	Put/Call Options:	[Noteholder Put] [Issuer Call] [(further particulars specified below)]
13	(i) Status of the Notes:	[Unsubordinated/ Ordinarily Subordinated/ Deeply Subordinated][Dated/Undated] Subordinated] (if subordinated specify [Unsubordinated/Subordinated] interest and insert applicable provisions)]
	(ii) [Date [Board] approval for issuance of Notes obtained:]	[●] [and [●], respectively]] (N.B. Only relevant where Board (or similar)

³ The applicable Calculation Amount (which is used for the calculation of interest and redemption amounts) will be (i) if there is only one Specified Denomination, the Specified Denomination of the relevant Notes or (ii) if there are several Specified Denominations or the circumstances referred to in Note 6 above apply (e.g. Specified Denominations of €[50/100],000 and multiples of €1,000), the highest common factor of those Specified Denominations (note: there must be a common factor in the case of two or more Specified Denominations). If “Calculation Amount” is to be used in the Final Terms, corresponding references to the Calculation Amount for interest, put and call options and redemption amount calculation purposes should be included in the terms and conditions set out in the base prospectus. Note that a Calculation Amount of less than 1,000 units of the relevant currency may result in practical difficulties for paying agents and/or ICSDs who should be consulted if such an amount is proposed.

⁴ An Interest Commencement Date will not be relevant for certain Notes, for example Zero Coupon Notes.

[(N.B. If the Final Redemption Amount is other than 100% of the nominal value, the Notes will be derivative securities for the purposes of the Prospectus Directive and the requirements of Annex XII to the Prospectus Directive Regulation will apply. This pro forma has been annotated to indicate where the key additional requirements of Annex XII are dealt with.)]

authorisation is required for the particular tranche of Notes)

14 Method of distribution: [Syndicated/Non-syndicated]

PROVISIONS RELATING TO INTEREST (IF ANY) PAYABLE

- 15 **Fixed Rate Note Provisions** [Applicable/Not Applicable]
(If not applicable, delete the remaining subparagraphs of this paragraph)
- (i) Fixed Rate[(s)] of Interest: [●] per cent. per annum [payable [annually/semi-annually/quarterly/monthly/other (*Specify*)] in arrear]
 - (ii) Specified Interest Payment Date(s): [●] in each year [adjusted in accordance with [*specify Business Day Convention and any applicable Financial Centre(s) for the definition of "Business Day"*]/not adjusted]
 - (iii) Fixed Coupon Amount[(s)]: [●] per Calculation Amount
 - (iv) Broken Amount(s): [●] per Calculation Amount, payable on the Interest Payment Date falling [in/on] [●]
 - (v) Day Count Fraction: [30/360/Actual/Actual-(ICMA/ISDA)/other⁵][specify other]
 - (iv) Determination Dates: [●] in each year (insert regular interest payment dates, ignoring issue date or maturity date in the case of a long or short first or last coupon. N.B. only relevant where Day Count Fraction is Actual/Actual (ICMA))
 - (vii) Other terms relating to the method of calculating interest for Fixed Rate Notes: [None/Give details]
- 16 **Floating Rate Note Provisions** [Applicable/Not Applicable]
(If not applicable, delete the remaining subparagraphs of this paragraph)
- (i) Interest Period(s) [●]
 - (ii) Specified Interest Payment Dates: [●]
 - (iii) First Interest Payment Date: [●]
 - (iv) Interest Period Date: [●]
(Not applicable unless different from Interest Payment Date)
 - (v) Business Day Convention: [Floating Rate Convention/ Following Business Day Convention/ Modified Following Business Day Convention/ Preceding Business Day

⁵ As of 1 July 2005, ISMA and IPMA have merged. The merged association is called ICMA (the International Capital Market Association).

Convention/ [specify other] (*insert “unadjusted” if the application of the relevant business day convention is not intended to affect the Interest Amount*)

- (vi) Additional Financial Centre(s): [•]
- (vii) Manner in which the Rate(s) of Interest and Interest Amount is to be determined: [Screen Rate Determination/ISDA Determination/other (*Give details*)]
- (viii) Party responsible for calculating the Rate(s) of Interest and Interest Amount(s) (if not the Calculation Agent): [•]
- (ix) Screen Rate Determination:
 - Reference Rate: [•]
 - Interest Determination Date(s): [•] [[TARGET] Business Days in [specify city] for [specify currency] prior to [the first day in each Interest Accrual Period/each Interest Payment Date]]
 - Relevant Screen Page⁶ [•]
- (x) ISDA Determination:
 - Floating Rate Option: [•]
 - Designated Maturity: [•]
- (xi) Margin(s): [+/-][•] per cent. per annum
- (xii) Minimum Rate of Interest: [•] per cent. per annum
- (xiii) Maximum Rate of Interest: [•] per cent. per annum
- (xiv) Day Count Fraction: [•]
- (xv) Fall back provisions, rounding provisions, denominator and any other terms relating to the method of calculating interest on Floating Rate Notes, if different from those set out in the Conditions: [•]

17 Zero Coupon Note Provisions

[Applicable/Not Applicable]

⁶ Reuters agreed to purchase MoneyLine Telerate and from 31 December 2006 the Telerate services migrated to Reuters. The main page changes to note include:

- EUR-LIBOR-BBA moves from Telerate page 3750 to Reuters LIBOR01
- GBP-LIBOR-BBA moves from Telerate page 3750 to Reuters LIBOR01
- USD-LIBOR-BBA moves from Telerate page 3750 to Reuters LIBOR01
- JPY-LIBOR-BBA moves from Telerate page 3750 to Reuters LIBOR01
- AUD-LIBOR-BBA moves from Telerate page 3740 to Reuters LIBOR02
- CAD-LIBOR-BBA moves from Telerate page 3740 to Reuters LIBOR01

Care should be taken when referring specifically to Telerate pages in other documents (e.g. the Final Terms for floating rate notes) to ensure that successor pages will be covered (“e.g. Telerate Page [x] or any successor page”).

		<i>(If not applicable, delete the remaining sub-paragraphs of this paragraph)</i>
	(i) Amortisation Yield:	[•] per cent. per annum
	(ii) Day Count Fraction:	[•]
	(iii) Any other formula/basis of determining [Amortised Face Amount] payable:	[•]
18	Index-Linked/Other Variable Linked Interest Note Provisions	[Applicable/Not Applicable] <i>(If not applicable, delete the remaining sub-paragraphs of this paragraph)</i>
	(i) Index/Formula/Other Variable:	[Give or annex details]
	(ii) Name and address of the Calculation Agent responsible for calculating the interest due:	[•]
	(iii) Provisions for determining Coupon where calculation by reference to Index and/or Formula is impossible or impracticable or otherwise disrupted:	[•] [Need to include a description of market disruption or settlement disruption events and adjustment provisions]
	(iv) Interest Period(s):	[•]
	(v) Interest Determination Dates:	[•]
	(vi) Specified Interest Payment Dates:	[•]
	(vii) Business Day Convention:	[Floating Rate Convention/Following Business Day Convention/Modified Following Business Day Convention/Preceding Business Day Convention/other <i>(Give details)</i>]
	(viii) Financial Centre(s):	[•]
	(ix) Minimum Rate of Interest:	[•] per cent. per annum
	(x) Maximum Rate of Interest:	[•] per cent. per annum
	(xi) Day Count Fraction:	[•]
19	Dual Currency Note Provisions	[Applicable/Not Applicable] <i>(If not applicable, delete the remaining sub-paragraphs of this paragraph)</i>
	(i) Rate of Exchange/ method of calculating Rate of Exchange:	[Give details]
	(ii) Calculation Agent, if any, responsible for calculating the principal and/or interest due:	[•]
	(iii) Provisions applicable where calculation by reference to Rate of Exchange impossible or impracticable:	[•]
	(iv) Person at whose option Specified Currency(ies) is/are payable:	[•]

PROVISIONS RELATING TO REDEMPTION

20	Issuer Call Option	[Applicable/Not Applicable] <i>(If not applicable, delete the remaining sub-paragraphs of this paragraph)</i>
	(i) Optional Redemption Date(s):	[•]
	(ii) Optional Redemption Amount(s) of each Note and method, if any, of calculation of such amount(s):	[•] per Calculation Amount
	(iii) If redeemable in part:	
	(a) Minimum nominal amount to be redeemed:	[•] per Calculation Amount
	(b) Maximum nominal amount to be redeemed:	[•] per Calculation Amount
	(iv) Issuer's Notice Period:	[•]
21	Noteholder Put Option	[Applicable/Not Applicable] <i>(If not applicable, delete the remaining sub-paragraphs of this paragraph)</i>
	(i) Optional Redemption Date(s):	
	(ii) Optional Redemption Amount(s) of each Note and method, if any, of calculation of such amount(s):	[•] per Calculation Amount
22	Final Redemption Amount	
	In cases where the Final Redemption Amount is Index-Linked:	[•] per Calculation Amount
		[If the Final Redemption Amount is other than 100 per cent. of the nominal value the Notes will be derivative securities for the purposes of the Prospectus Directive and the requirements of Annex XII to the Prospectus Directive Regulation will apply. This pro forma has been annotated to indicate where the key additional requirements of Annex XII are dealt with.]
		[Give or annex details]
	(i) Index/Formula/variable:	[•]
	(ii) Calculation Agent responsible for calculating the Final Redemption Amount:	[•]
	(iii) Provisions for determining Final Redemption Amount where calculated by reference to Index and/or Formula and/or other variable:	[•]
	(iv) Determination Date(s):	[•]

- (v) Provisions for determining Final Redemption Amount where calculation by reference to Index and/or Formula and/or other variable is impossible or impracticable or otherwise disrupted: [●]
- (vi) Payment Date: [●]
- (vii) Minimum nominal amount to be redeemed: [●] per Calculation Amount
- (viii) Maximum nominal amount to be redeemed: [●] per Calculation Amount

23 Early Redemption Amount

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

GENERAL PROVISIONS APPLICABLE TO THE NOTES

- 24 Form of Notes: Bearer Notes:
 - (i) New Global Note: [Yes]/[No]
 - (ii) Temporary or Permanent Global Note: [Temporary Global Note exchangeable for a Permanent Global Note which is exchangeable for Definitive Notes in the limited circumstances specified in the Permanent Global Note]
[Temporary Global Note exchangeable for Definitive Notes on [●] days' notice]
[Permanent Global Note exchangeable for Definitive Notes in the limited circumstances specified in the Permanent Global Note]
 - (iii) Applicable TEFRA exemptions: [C Rules/D Rules/Not Applicable]
- 25 Financial Centre(s) or other special provisions relating to payment dates: [Not Applicable/give details. Note that this paragraph relates to the date and place of payment, and not interest period end dates, to which sub-paragraphs [16 (ii), 17(vi) and 19(viii) relate]]
- 26 Talons for future Coupons or Receipts to be attached to Definitive Notes (and dates on [Yes/No. If yes, give details]

which such Talons mature):

- 27 Details relating to Partly Paid Notes: amount of each payment comprising the Issue Price and date on which each payment is to be made and, consequences (if any) of failure to pay, including any right of the Issuer to forfeit the Notes and interest due on late payment: [Not Applicable/*Give details*]
- 28 Details relating to Instalment Notes: amount of each instalment, date on which each payment is to be made: [Not Applicable/*Give details*]
- 29 Redenomination, renominatisation and reconventioning provisions: [Not Applicable/The provisions [in Condition [●]]annexed to the applicable Final Terms apply]
- 30 Consolidation provisions: [Not Applicable/The provisions [in Condition [●]]annexed to the applicable Final Terms apply]
- 31 Other final terms: [Not Applicable/*Give details/Specify rating, if applicable/Specify any Payment Disruption Events and the consequences thereof, if applicable*]
(When adding any other final terms consideration should be given as to whether such terms constitute a “significant new factor and consequently trigger the need for a supplement to the Prospectus under Article 16 of the Prospectus Directive.)

DISTRIBUTION

- 32 (i) If syndicated, names of Managers (specifying Lead Manager): [Not Applicable/*Give names, addresses and underwriting commitments*]
[include names and addresses of entities agreeing to underwrite the issue on a firm commitment basis and names and addresses of the entities agreeing to place the issue without a firm commitment or on a “best efforts” basis if such entities are not the same as the Managers.]
[Indicate material features of agreements including quotas. If any portion of the issue is not underwritten, include a statement of that portion.]
- (ii) Date of Subscription Agreement (if any): [●]
- (iii) Stabilising Manager(s) (if any): [Not Applicable/*Give name(s)*]
- 33 If non-syndicated, name and address of relevant Dealer: [Not Applicable/*Give name*]
- 34 Total commission and concession: [[●] per cent. of the Aggregate Nominal Amount]
- 35 Non-exempt Offer: [Not Applicable] [An offer of the Notes may be made by the Managers [and [specify, if

applicable]] other than pursuant to Article 3(2) of the Prospectus Directive in [specify relevant Member State(s) – which must be jurisdictions where the Prospectus and any supplements have been passported] (Public Offer Jurisdictions) during the period from [specify date] (Offer Period). See further Paragraph 10 of Part B below [Not Applicable/*Give details*]

36 Additional selling restrictions:

[PURPOSE OF FINAL TERMS

These Final Terms comprise the final terms required for issue and [public offer in the Public Offer Jurisdictions][, listing on the official list of the Luxembourg Stock Exchange/Luxembourg Stock Exchange’s EuroMTF Market/specify other] [and] [admission to trading on the [*specify relevant regulated market*] of the Notes described herein pursuant to the [*insert Programme Amount*] [Debt Issuance Programme] [Euro Medium Term Note Programme] of [●].]

RESPONSIBILITY

The Issuer accepts responsibility for the information contained in these Final Terms.

[*(Relevant third party information)* has been extracted from (specify source). The Issuer confirms that such information has been accurately reproduced and that, so far as it is aware, and is able to ascertain from information published by (*specify source*), no facts have been omitted which would render the reproduced inaccurate or misleading.]

Signed on behalf of the Issuer

By:
Duly authorised

PART B – OTHER INFORMATION

1 LISTING AND ADMISSION TO TRADING APPLICATION

- (i) Admission to trading: [Application has been made for the Notes to be listed on Euronext Paris/admitted to trading on [the regulated market of the Luxembourg Stock Exchange/the EuroMTF market/[●]] with effect from [●].] [Not Applicable.]
- (Where documenting a fungible issue need to indicate that original securities are already admitted to trading)*
- (ii) Listing: [Euronext Paris/Official List of the Luxembourg Stock Exchange/other (*specify relevant regulated market*)/Not applicable]
- (iii) Estimate of total expenses related to admission to trading: [●]

2 RATINGS

- Ratings: The Notes to be issued have been rated:
- [S&P: [●]]
[Moody's: [●]]
[Fitch Ratings: [●]]
[Other: [●]]
- Insert one (or more) of the following options, as applicable:
- [[Insert credit rating agency/ies] [is/are] established in the European Union and [has/have each] applied for registration under Regulation (EC) No 1060/2009, although notification of the corresponding registration decision has not yet been provided by the relevant competent authority.]⁷
- [[Insert credit rating agency/ies] [is/are] established in the European Union and registered under Regulation (EC) No 1060/2009.]
- [[Insert credit rating agency/ies] [is/are] not established in the European Union and [has/have] not applied for registration under Regulation (EC) No 1060/2009.]

⁷ It is important to liaise with the Issuer and/or the relevant credit rating agencies to determine (i) the specific legal entity which will issue the credit ratings, and (ii) the status of any application which has been made to the relevant competent authority by that entity. It is recommended that these enquiries are made at an early stage to allow sufficient time for the information to be obtained.

[Need to include a brief explanation of the meaning of the ratings if this has previously been published by the rating provider.]

[Need to include a brief explanation of the meaning of the ratings if this has previously been published by the rating provider, for example:

“As defined by Standard & Poors, an [AA+] rating means that the Issuer’s capacity to meet its financial commitment under the Notes is very strong.”

“Notes rated [Aa] by Moody’s are judged to be of high quality and are subject to very low credit risk. The modifier 1 indicates that the note ranks in the higher end of its generic rating category.”

“As defined by Fitch an [AA] rating denotes a very low expectation of credit risk. It indicates a very strong capacity for timely payment of financial commitments. Such capacity is not significantly vulnerable to foreseeable events.”]

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

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

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

“Save as discussed in [“Subscription and Sale” in the Base Prospectus], so far as the Issuer is aware, no person involved in the offer of the Notes has an interest material to the offer.”]

4 [REASONS FOR THE OFFER, ESTIMATED NET PROCEEDS AND TOTAL EXPENSES]⁸

(i) Reasons for the offer:

[•]

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

⁸ If the Notes are derivative securities to which Annex XII of the Prospectus Regulation applies, disclosure in respect of Estimated Net Proceeds and Total Expenses is only required if reasons for the offer are disclosed.

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

(iii) Estimated total expenses: [●] *[Include breakdown of expenses.]*
(If the Notes are derivative securities to which Annex XII of the Prospectus Directive applies, it is only necessary to include disclosure of net proceeds and total expenses at (ii) and (iii) above where disclosure is included at (i) above.)

5 **[Fixed Rate Notes only – YIELD]**

Indication of yield: [●]
[Calculated as *[include details of method of calculation in summary form]* on the Issue Date.]
[(Only applicable for offer to the public in France) [Yield gap of [●] per cent. in relation to tax free French government bonds (*obligations assimilables au Trésor* (OAT)) of an equivalent duration.]
[As set out above, the yield is calculated at the Issue Date on the basis of the Issue Price. It is not an indication of future yield.]

6 **[Floating Rate Notes only – HISTORIC INTEREST RATES]**

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

7 **[Index-Linked Interest or other Variable-Linked Interest Notes only – PERFORMANCE OF INDEX/FORMULA/OTHER VARIABLE, EXPLANATION OF EFFECT ON VALUE OF INVESTMENT AND ASSOCIATED RISKS AND OTHER INFORMATION CONCERNING THE UNDERLYING]**

Need to include details of where past and future performance and volatility of the index/formula/other variable can be obtained and a clear and comprehensive explanation of how the value of the investment is affected by the underlying and the circumstances when the risks are most evident. [Where the underlying is an index need to include the name of the index and a description if composed by the Issuer and if the index is not composed by the Issuer need to include details of where the information about the index can be obtained.

Where the underlying is not an index need to include equivalent information.]⁹

(When completing this paragraph, consideration should be given as to whether such matters described constitute “significant new factors” and consequently trigger the need for a supplement to the Prospectus under Article 16 of the Prospectus Directive.)

The Issuer [intends to provide post-issuance information [*specify what information will be reported and where it can be obtained*]] [will not provide any post-issuance information except where required by any applicable laws or regulations].⁹

8 [Derivative Securities only - OTHER INFORMATION CONCERNING THE SECURITIES TO BE OFFERED]/ [ADMITTED TO TRADING]]⁹

Name of the Issuer of the underlying Security:	[•]
ISIN Code:	[•]
Underlying Interest Rate:	[•]
Exercise price or final reference price of the underlying:	[•]
Relevant weightings of each underlying on the basket:	[•]
Description of any market disruption or settlement disruption events concerning the underlying;	[•]
Adjustment Rules with relation to events concerning the underlying:	[•]
Source of information relating to the [index/indices]:	[•]
Place where information to the [index/indices] can be obtained:	[•]

9 Derivative Securities Only – MATURITY/EXPIRATION

Expiration/Maturity date of derivative securities	[•]
Exercise date or final reference date	[•]

10 Derivative Securities only – SETTLEMENT PROCEDURES FOR DERIVATIVE SECURITIES

Need to include a description of the settlement procedures of the derivative securities.

11 Derivative Securities only - RETURN ON DERIVATIVE SECURITIES

Return on derivative securities:	[Description of how any return on derivative securities takes place]
Payment or delivery date:	[•]
Method of calculation:	[•]

12 [Dual Currency Notes only - PERFORMANCE OF RATE[S] OF EXCHANGE [and explanation of effect on value of investment]]

⁹ Required for derivative securities to which Annex XII to the Prospectus Directive Regulation applies.

Need to include details of where past and future performance and volatility of the relevant rate[s] can be obtained and a clear and comprehensive explanation of how the value of the investment is affected by the underlying and the circumstances when the risks are most evident.¹⁰

13 OPERATIONAL INFORMATION

Intended to be held in a manner which would allow Eurosystem eligibility:	[Yes/No]
	[Note that the designation ‘yes’ simply means that the Notes are intended upon issue to be deposited with one of the International Central Securities Depositories (i.e. Euroclear Bank SA/N.V. and Clearstream Banking, <i>société anonyme</i>) as common safekeeper and does not necessarily mean that the Notes will 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. Such recognition will depend upon satisfaction of the Eurosystem eligibility criteria] [include this text if ‘yes’ is selected, in which case the Notes must be issued in NGN form]
ISIN Code:	[•]
Common Code:	[•]
Any clearing system(s) other than Euroclear Bank S.A./N.V. and Clearstream Banking Société anonyme and the relevant identification number(s):	[Not Applicable/Give name(s) and number(s)]
Delivery:	Delivery [against/free of] payment
Names and addresses of additional Paying Agent(s) (if any):	[Not Applicable/Give name(s), addresses]

14 [TERMS AND CONDITIONS OF THE OFFER]

Offer Price	[Issue Price][<i>specify</i>]
Conditions to which the offer is subject:	[Not Applicable/ <i>give details</i>]
Description of the application process	[Not Applicable/ <i>give details</i>]
Description of possibility to reduce subscriptions and manner for refunding excess amount paid by applicants:	[Not Applicable/ <i>give details</i>]
Details of the minimum and/or maximum amount of application:	[Not Applicable/ <i>give details</i>]
Details of the method and time limits for paying up and delivering the Notes:	[Not Applicable/ <i>give details</i>]

¹⁰ Required for derivative securities to which Annex XII to the Prospectus Directive Regulation applies.

Manner in and date on which results of the offer are to be made public:	[Not Applicable/ <i>give details</i>]
Procedure for exercise of any right of pre-emption, negotiability of subscription rights and treatment of subscription rights not exercised:	[Not Applicable/ <i>give details</i>]
Categories of potential investors to which the notes are offered and whether tranche(s) have been reserved for certain countries:	[Not Applicable/ <i>give details</i>]
Process for notification to applicants of the amount allotted and the indication whether dealing may begin before notification is made:	[Not Applicable/ <i>give details</i>]
Amount of any expenses and taxes specifically charged to the subscriber or purchaser:	[Not Applicable/ <i>give details</i>]
Name(s) and address(es), to the extent known to the Issuer, of the placers in the various countries here the offer takes place.	[None/ <i>give details</i>]

15 [PLACING AND UNDERWRITING]

Need to include:

The name and address of the co-ordinator(s) of the global offer and of single parts of the offer¹¹;

The name and address of any paying agents and depository agents in each country (in addition to the Principal Paying Agent);

The names of entities agreeing to underwrite the issue on a firm commitment basis, and entities agreeing to place the issue without a firm commitment or under “best efforts” arrangements¹²;

The names and addresses of entities which have a firm commitment to act as intermediaries in secondary trading, providing liquidity through bid and offer rates and description of the main terms of their commitment;

Indicate when the underwriting agreement has been or will be reached; and provide the name and address of the calculation agent.

¹¹ To the extent known to the Issuer, of the placers in the various countries where the offer takes place.

¹² Where not all of the issue is underwritten, a statement of the portion not covered.

GENERAL INFORMATION

1. No authorisation procedures are required of the Issuer in the Republic of France in connection with the update of the Programme. However, to the extent that Notes issued under the Programme may constitute *obligations* under French law, the issue of Notes up to a maximum aggregate amount of euro 45,000,000,000 was authorised for a period of one year from 24 February 2011 by a resolution of the *Conseil d'administration* on 24 February 2011. On the same day, the *Conseil d'administration* delegated the authority to issue Notes severally to its *Directeur Général*, Mr Michel Lucas, and to Mr Christian Klein. Issues of Notes will be authorised pursuant to the foregoing authorisations or any replacement authorisations, passed in accordance with French law.
2. Save as disclosed in this Base Prospectus, there has been no significant change in the consolidated financial or trading position of the Issuer or any of its subsidiaries which is material in the context of the Programme or the issue and offering of the Notes thereunder since 31 December 2010 and no material adverse change in the financial position or prospects of the Issuer or of the Group since 31 December 2010.
3. Save as disclosed in this Base Prospectus, neither the Issuer nor any of its subsidiaries is or has been involved in any governmental, legal or arbitration proceedings which may have or have had, during the 12 months preceding the date of this Base Prospectus, significant effects on the financial position or profitability of the Issuer or any of its subsidiaries nor so far as the Issuer is aware are any such governmental, legal or arbitration proceedings pending or threatened.
4. Save as disclosed in this Base Prospectus, the Issuer has not entered into any contracts outside the ordinary course of the Issuer's business, which could result in the Issuer or any member of the Group being under an obligation or entitlement that is material to the Issuer's ability to meet its obligations to holders of Notes in respect of the Notes being issued.
5. Each Note, Receipt, Coupon and Talon will bear the following legend: "Any United States person who holds this obligation will be subject to limitations under the United States income tax laws, including the limitations provided in Sections 165(j) and 1287(a) of the Internal Revenue Code".
6. Notes have been accepted for clearance through the Euroclear and Clearstream, Luxembourg systems. The Common Code and the International Securities Identification Number ("ISIN") for each Series of Notes will be set out in the relevant Final Terms. The address of Euroclear is 1 Boulevard du Roi Albert II, B-1210 Brussels, Belgium and the address of Clearstream, Luxembourg is 42 avenue JF Kennedy L-1855, Luxembourg. The address of any alternative clearing system will be specified in the applicable Final Terms.
7. For so long as Notes may be issued pursuant to this Base Prospectus, the following documents will be available, during usual business hours on any weekday (Saturdays, Sundays and public holidays excepted), for inspection, and in the case of items (i), (vii), (viii) (with the exception of the interim accounts) and (ix), copies may be obtained, at the registered office of the Issuer and at the specified offices of the Fiscal Agent and Paying Agents, each as set out at the end of this Base Prospectus:
 - (i) this Base Prospectus together with any Supplement to this Base Prospectus or further Base Prospectus and each of the documents incorporated by reference herein or therein;
 - (ii) all reports, letters and other documents, historical financial information, balance sheets, valuations and statements prepared by any expert at the Issuer's request any part of which is included or referred to in this Base Prospectus or any Supplement to this Base Prospectus;

- (iii) the Agency Agreement (which includes the form of the Global Notes, the definitive Notes, the Coupons, the Receipts and the Talons);
- (iv) the Dealer Agreement;
- (v) the Deed of Covenant;
- (vi) The Issuer/ICSD Agreement dated 11 July 2007 between the Issuer and each of Euroclear Bank S.A./N.V. and Clearstream Banking, société anonyme with respect to securities to be issued in New Global Note form under the Programme;
- (vii) the *statuts* of the Issuer;
- (viii) the published annual report and audited accounts of the Issuer for the latest two financial years, and the latest unaudited six-monthly interim consolidated accounts of the Issuer (the Issuer does not publish six-monthly non-consolidated accounts); and
- (ix) each Final Terms for Notes that are listed on Euronext Paris or any other stock exchange (including the Luxembourg Stock Exchange).

In addition, copies of this Base Prospectus, further Base Prospectuses, any Supplements thereto and any Final Terms and any documents incorporated by reference in this Base Prospectus will be available on the website of the *Autorité des marchés financiers* (www.amf-france.org).

8. In accordance with French law, BFCM is required to have a minimum of two statutory auditors (*commissaires aux comptes*) and two substitute statutory auditors. The statutory auditors of the Issuer are currently Ernst & Young et Autres (represented by Olivier Durand) and KMT Audit (KPMG network) (represented by Henri Koenig and Arnaud Bourdeille). The substitute statutory auditors are M. Pascal Macioce of 41, rue Ybry, 92576 Neuilly Sur Seine and M. Pascal Brouard of 1, Cours Valmy, 92923 Paris La Défense Cedex. Each of the statutory and substitute statutory auditors of the Issuer carry out their duties in accordance with the principles of the *Compagnie Nationale des Commissaires aux Comptes* (“CNCC”) and are members of the CNCC professional body.

The consolidated and non-consolidated financial statements of BFCM for the financial years ended 31 December 2010 and 2009 have been audited without qualification by the statutory auditors of BFCM.

9. The Issuer has other bonds listed on the regulated market of Euronext Paris and listed on the official list and admitted to trading on the Regulated Market of the Luxembourg Stock Exchange.

PERSONS RESPONSIBLE FOR THE INFORMATION GIVEN IN THE BASE PROSPECTUS

The Issuer accepts responsibility for the information contained or incorporated by reference in this Base Prospectus. The Issuer, having taken all reasonable care to ensure that such is the case, confirms that the information contained or incorporated by reference in this Base Prospectus is, to the best of its knowledge, in accordance with the facts and contains no omission likely to affect its import.

The statutory annual financial statements for the year ended 31 December 2010 incorporated by reference in this Base Prospectus have been audited by the statutory auditors of the Issuer and their report contains one observation.

Paris, 7 July 2011

Banque Fédérative du Crédit Mutuel
34, rue du Wacken
67000 Strasbourg
France

Duly represented by:

M. Christian KLEIN
Directeur



Autorité des marchés financiers

In accordance with Articles L. 412-1 and L. 621-8 of the French *Code monétaire et financier* and with the *Règlement Général* of the *Autorité des marchés financiers* (AMF), in particular Articles 212-31 to 212-33, the AMF has granted to this Base Prospectus the visa no. 11-301 on 7 July 2011. This document may only be used for the purposes of a financial transaction if completed by Final Terms. It was prepared by the Issuer and its signatories assume responsibility for it. In accordance with Article L. 621-8-1-I of the French *Code monétaire et financier*, the visa was granted following an examination by the AMF of "whether the document is complete and comprehensible, and whether the information it contains is coherent". It does not imply that the AMF has verified the accounting and financial data set out in it. This visa has been granted subject to the publication of Final Terms in accordance with Article 212-32 of the AMF's *Règlement Général*, setting out the terms of the securities being issued.

REGISTERED OFFICE OF THE ISSUER

Banque Fédérative du Crédit Mutuel

34, rue du Wacken
67000 Strasbourg
France

ARRANGER

BNP PARIBAS

10 Harewood Avenue
London NW1 6AA
United Kingdom

DEALERS

Banque Fédérative du Crédit Mutuel

34, rue du Wacken
67000 Strasbourg
France

BNP PARIBAS

10 Harewood Avenue
London NW1 6AA
United Kingdom

Goldman Sachs International

Peterborough Court
133 Fleet Street
London EC4A 2BB
United Kingdom

HSBC Bank plc

8 Canada Square
London E14 5HQ
United Kingdom

The Royal Bank of Scotland plc

135 Bishopsgate
London EC2M 3UR
United Kingdom

FISCAL AGENT, PRINCIPAL PAYING AGENT, REDENOMINATION AGENT and CONSOLIDATION AGENT

BNP Paribas Securities Services, Luxembourg Branch

33, rue Gasperich Howald-Hesperange
L-2085 Luxembourg
Grand Duchy of Luxembourg

PAYING AGENTS

Citibank, N.A., London Branch

14th Floor
Citigroup Centre
Canada Square
Canary Wharf
London E14 5LB
United Kingdom

The Bank of New York Mellon, Brussels

Rue Montoyerstraat, 46
B – Brussels
Belgium

BNP Paribas Securities Services Corporate Trust Services

Les Grands Moulins de Pantin
9, rue du Débarcadère
93500 Pantin
France

CALCULATION AGENT

BNP PARIBAS Securities Services, Luxembourg Branch

33, rue Gasperich Howald-Hesperange
L-2085 Luxembourg
Grand Duchy of Luxembourg

LUXEMBOURG LISTING AGENT

BNP PARIBAS Securities Services, Luxembourg Branch

33, rue Gasperich Howald-Hesperange
L-2085 Luxembourg
Grand Duchy of Luxembourg

AUDITORS

Ernst & Young et Autres

41, rue Ybry
92576 Neuilly-sur-Seine
France

KMT Audit Réseau KPMG

Espace Européen de l'Entreprise
9, avenue de l'Europe
67300 Schiltigheim
France

LEGAL ADVISERS

To the Issuer in respect of French law

JeantetAssociés AARPI

87 avenue Kléber
75016 Paris
France

To the Dealers in respect of English law

Linklaters LLP

25 rue de Marignan
75008 Paris
France