

April 20, 2020

**SANOFI PERFORMANCE SHARES PLAN
RULES OF THE INTERNATIONAL PLAN 12 I/EX**

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The Combined General Meeting of Sanofi held on April 30, 2019 has, in its 20th resolution, authorized the Board of Directors to award to employees of Sanofi (“**Sanofi**” or the “**Company**”) and the companies within its group, restricted shares in accordance with Articles L. 225-197-1 to L. 225-197-6 of the French Commercial Code.

Following the proposal of its Compensation Committee, the Board of Directors has decided to award restricted shares subject to performance conditions and adopted the following rules for the plan (the “**Plan**”) n°12 I /EX with effect as from April 28, 2020 (the “**Date of Grant**”).

1 BENEFICIARIES

The performance shares (the “**Performance Shares**”) are awarded to designated persons who are employee of a Group Company (collectively, the “**Beneficiaries**”, and individually, a “**Beneficiary**”), the list of whom, upon the proposal of the Compensation Committee, was adopted by the Board of Directors, which also approved the number of Performance Shares awarded to each Beneficiary on the Date of Grant.

“**Group Company**” means Sanofi and any company or economic interest in which Sanofi owns directly or indirectly at least 50% of the share capital and voting rights at the date of ascertainment.

None of the provisions which are set out in the Plan constitute an element of the employment contract of a Beneficiary. The rights and obligations deriving from the employment relationship between the Beneficiary and Sanofi or a Group Company shall in no way be affected by the Plan from which they are completely distinct. Participation in the Plan shall not confer any right relating to the continuation or creation of any employment relationship or any right upon termination of any such relationship.

2 VESTING PERIOD

Subject to Article 3 of this Plan, the Performance Shares will vest and the Sanofi shares (the “**Shares**”) may be delivered to the Beneficiaries only at the end of a three-year (3) period (the “**Vesting Period**”) starting from the Date of Grant and expiring, subject to certain specific cases or exceptions set forth in this Plan, on May 1st, 2023 (inclusive).

During the Vesting Period, the Beneficiaries are not the owners of the Shares and do not have any right attached to such Shares, whether it be voting rights or rights to dividends. They shall become full owners of the Shares and attached rights only upon delivery.

The rights resulting from performance Shares are not transferrable during the Vesting Period.

The Performance Shares are separate from the Beneficiary’s employment contract and are not part of it. They are not taken into account to compute termination payments, pensions or any other payments made in the context of employment relationship termination.

3 VESTING CONDITIONS

The Performance Shares will vest when the conditions and criteria of the award determined by the Board of Directors and described below are fulfilled at the expiry of the Vesting Period (the “**Vesting**”).

Subject to specific cases and exceptions provided in the Plan, the Vesting Date is May 2, 2023 (the “**Vesting Date**”).

3.1 Condition of Continued Employment

The purpose of this Plan is to promote employee retention and availability for future service.

3.1.1 Continued Employment in the Group

The delivery of the Shares will only be made to those Beneficiaries who have been continuously employed by a Group Company during the full Vesting Period. If the Beneficiary ceases to be an employee of a Group Company, subject to the specific cases provided in paragraphs 3.1.2 and 3.1.3. below, or if the Beneficiary’s employer ceases to be a Group Company before the end of the Vesting Period, then this condition will be deemed not to have been satisfied, except in case of a contrary decision of the Chief Executive Officer of Sanofi or his designee. Intra-group transfer without any interruption will not be considered as a breach of the condition of continued employment.

3.1.2 Departure of the Beneficiary

Unless otherwise decided by the Chief Executive Officer of Sanofi in exceptional cases, which may be represented by the Global Head of Human Resources of the Group, any Beneficiary ceasing to be an employee of a Group Company **before the expiry of the Vesting Period** may retain or lose irrevocably all or part of his or her Performance Shares in the following events and conditions:

a) Full loss of rights

Events	Effective Date	Impacts on rights	Conditions
Resignation of the Beneficiary	End date of the Beneficiary’s employment contract ¹	Full loss of rights to Performance Shares	N/A
Dismissal for gross negligence or misconduct of the Beneficiary	End date of the Beneficiary’s employment contract ¹	Full loss of rights to Performance Shares	N/A

¹ Or employment relationship when local Regulations do not require the signature of an employment contract

b) Rights partially retained

Events	Effective Date	Impact on Rights	Conditions
<p>Individual dismissal other than for gross negligence or misconduct of the Beneficiary</p> <p>or</p> <p>Individual Termination of employment by mutual agreement</p>	<p>End date of the Beneficiary's employment contract ¹</p>	<p>The number of Performance Shares to be delivered will be calculated pro rata on the basis of the portion of the Vesting Period during which the Beneficiary has been present in the Group (from the Date of Grant until the date of departure from the Group) to the total duration of the Vesting Period (*)</p>	<p>Rights to vesting will remain subject to the other conditions of the Plan, including the additional vesting condition described in Article 3.1.3 below and the performance conditions stated in Article 3.2 below.</p>
<p>Retirement of the Beneficiary before 60 years old</p>	<p>End date of the Beneficiary's employment contract ¹</p>	<p>The number of Performance Shares to be delivered will be calculated pro rata on the basis of the portion of the Vesting Period during which the Beneficiary has been present in the Group (from the Date of Grant until the date of departure from the Group) to the total duration of the Vesting Period (*)</p>	<p>Rights to vesting will remain subject to the other conditions of the Plan, including the additional vesting condition described in Article 3.1.3 below and the performance conditions stated in Article 3.2 below.</p>
<p>The employer of the Beneficiary loses the qualification of Group Company</p> <p>or</p> <p>Transfer of the employee to a third-party company in connection with a business divestiture or transfer of assets to a third party</p>	<p>Closing date of the transaction causing the employer to lose the status of Group Company (sale, merger, split, divestiture of assets...)</p>	<p>The number of Performance Shares to be delivered will be calculated pro rata on the basis of the portion of the Vesting Period during which the Beneficiary has been present in the Group from the Date of Grant until the date of loss of status of Group Company to the total duration of the Vesting Period (*)</p>	<p>Rights to vesting will remain subject to the conditions of the Plan other than the continued employment condition, including the performance conditions stated in Article 3.2 below.</p>

() Each month started will be counted as a whole month.*

c) **Rights retained**

Events	Effective Date	Impact on Rights	Conditions
<p>Collective economic dismissal (**) or Termination of the employment within the framework of a voluntary departure plan covering at least 10 employees or Termination of the employment contract within the framework of a collective contractual termination approved by the Ministry/Department of Labour and in each of the cases above, confirmed by the Chief Executive Officer or by the Global Head of Human Resources</p>	<p>End date of the Beneficiary's employment contract ¹</p>	<p>Beneficiary will continue to hold the full vesting rights to Performance Shares</p>	<p>Rights to vesting will remain subject to the conditions of the Plan, other than the continued employment condition, including the additional vesting condition described in Article 3.1.3 below and the performance conditions stated in Article 3.2 below.</p>
<p>The Beneficiary leaves: (i) on retirement after meeting retirement eligibility in accordance with applicable local law and in any event after 60 years old or (ii) on early retirement within the framework of a collective legal or contractual early retirement scheme set up by the relevant Group Company and duly confirmed by the Chief Executive Officer of Sanofi or by the Global Head of Human Resources.</p>	<p>End date of the Beneficiary's employment contract ¹</p>	<p>Beneficiary will continue to hold the full vesting rights to Performance Shares</p>	<p>Rights to vesting will remain subject to the conditions of the Plan other than the continued employment condition, including the additional vesting condition described in Article 3.1.3 below and the performance conditions stated in Article 3.2 below.</p>
<p>Disability of the Beneficiary, in the second or third of the categories provided for by Article L. 341-4 of the Social Security Code (or the local law equivalent), consisting of an impossibility for the Beneficiary to carry on any professional activity</p>	<p>Date of diagnosis of disability</p>	<p>Beneficiary will be entitled to request early delivery of the Performance Shares at any time. The Performance Shares will then be freely transferable (subject to the provisions of Article 5).</p>	<p>Rights to vesting will remain subject to the conditions of the Plan other than the continued employment condition, including the performance conditions stated in Article 3.2 below by applying the specific rule in case of disability.</p>
<p>Death of the Beneficiary</p>	<p>Date of death</p>	<p>Beneficiary's heirs or assignees may request an early delivery of the Performance Shares within six (6) months from the date of death of the</p>	<p>Rights to vesting will remain subject to the conditions of the Plan other than the continued employment condition, including the</p>

		Beneficiary, otherwise they will lose this right. The Performance Shares will then be freely transferable (subject to the provisions of Article 5).	performance conditions stated in Article 3.2 below by applying the specific rule in case of death.
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*** A “collective economic dismissal” means a dismissal under Article L.1233-3 of the French labor code or the equivalent legislation pursuant to which a Beneficiary is dismissed in the country where the Beneficiary is employed and based on one or several grounds not relating to the relevant individual employee. Beneficiaries eligible for this exemption shall be specifically informed of such eligibility by Sanofi. Many countries, such as the United States of America, do not currently have qualifying equivalent legislation and as a consequence this exemption will be inapplicable to Beneficiaries in such countries.*

3.1.3 Additional vesting condition

Whenever the Beneficiary continues to hold all or part of his or her rights to vesting after leaving the Group and the conditions set forth above specify that the additional vesting condition described in this Article 3.1.3 applies, the Vesting of his/her Performance Shares will be subject to the additional vesting condition described below. If at any time before the expiry of the Vesting Period, the Beneficiary is involved in a personal capacity in any business or activity in competition with those of the Group, he/she shall irrevocably lose all his/her Performance Shares.

For the purposes of this Article 3.1.3, the Chief Executive Officer of Sanofi shall determine whether a business and/or activity and/or entity is a “competitor” and a Beneficiary may request that such a determination be made in advance of engaging in any activity. As an exception, the Chief Executive Officer of Sanofi may decide not to apply the additional vesting condition on the Vesting of the Performance Shares of a Beneficiary.

For these purposes, a Beneficiary shall be deemed to compete with Sanofi if he or she directly or indirectly participates in, renders services to or becomes associated with any business unit, division, or company of any organization or entity, whether as a principal, partner, member, employee, consultant, shareholder (greater than 5%) or in any other capacity, that, directly or indirectly, competes with, or has a reasonable potential for competing with, any business of Sanofi (including any subsidiary thereof) which is involved in the therapeutic or product areas with which the Beneficiary worked in any capacity at any time during his or her employment with Sanofi (including any subsidiary thereof) or about which he or she acquired confidential information through his or her work with Sanofi (including any subsidiary thereof), without the express prior written agreement of Sanofi.

If the beneficiary is subject to a non-compete condition in his/her employment contract, (i) the additional vesting condition described in this Article 3.1.3 will apply in parallel to that undertaking and (ii) for purposes of determining the end date of the employment contract for purposes of Article 3.1.2, the beneficiary will be deemed to be employed by Sanofi or any subsidiary thereof until the expiry of the period covered by such non-compete obligation. Any waiver by the employer of the non-compete undertaking provided for in the employment contract shall be deemed to also constitute a waiver of the additional vesting condition described in this Article 3.1.3.

The additional vesting condition described in this Article 3.1.3 does not in any way restrict the activities the Beneficiary may choose to undertake following retirement.

3.2 Performance conditions

The number of Shares to be actually delivered to each Beneficiary at the end of the Vesting Period, subject to meeting the continued employment condition described in Article 3.1 above and except for the specific cases described in this Plan, shall depend on the fulfilment of a performance condition consisting of the cumulative attainment, over a three-year period, namely 2020-2022 (the “**Period**”) of three performance criteria: the “**Business Net Income**”, the “**Free Cash-Flow (FCF)**” and the “**Total Shareholder return**” (TSR), (defined hereafter). It shall be equal to the number of Performance Shares granted to such Beneficiary at the Date of Grant multiplied by a rate (the “**Global Allocation Rate**”) equal to the weighted average of the “**Business Net Income Allocation Rate**” (for 50%), the “**FCF Allocation Rate**” (for 30%) and the “**Total Shareholder Return Allocation Rate**” (for 20%), calculated over the Period on the basis, respectively, of the Business Net Income, the FCF and the TSR, in accordance with the rules set forth below. If such weighted average exceeds 100%, the number of Shares to be delivered will be equal to 100% of the Performance Shares awarded on the Date of Grant, subject to the adjustments set forth in Article 7 below.

(i) Business Net Income Achievement Rate

This performance criterion corresponds to an average achievement of business net income versus budgeted business net income over the entire Period.

Budgeted business net income as forecasted in the Budget (“**Budgeted Business Net Income**”) will vary from one fiscal year to another and will be approved by the Board of Directors at the beginning of each fiscal year.

For each fiscal year in the Period, the percentage, at a constant exchange rate, of (i) actual Business Net Income² (“**Business Net Income**”) over (ii) Budgeted Business Net Income will be calculated (such annual rate, the “**Annual BNI Achievement Rate**”).

At the end of the Period, the arithmetic average of the Annual BNI Achievement Rates for each fiscal year in the Period (the “**BNI Achievement Rate**” or “**R**”) will be calculated and the Board of Directors will determine the Business Net Income Allocation Rate corresponding to such BNI Achievement Rate, as follows:

² We define business net income as *Net income attributable to equity holders of Sanofi* determined under IFRS, excluding the following items:

- amortization and impairment losses charged against intangible assets (other than software and other rights of an industrial or operational nature);
- fair value remeasurement of contingent consideration relating to business combinations or divestments;
- other impacts associated with acquisitions (including impacts relating to investments accounted for using the equity method);
- restructuring costs and similar items (presented within the line item *Restructuring costs and similar items*);
- other gains and losses, including gains and losses on major disposals of non-current assets (presented within the line item *Other gains and losses, and litigation*);
- other costs and provisions related to litigation (presented within the line item *Other gains and losses, and litigation*);
- the tax effects of the items listed above, and the effect of major tax disputes; and
- the portion attributable to non-controlling interests of the items listed above.

BNI Achievement Rate (« R »)	Business Net Income Allocation Rate
If R is less than 95%	0%
If R is equal to 95%	50%
If R is more than 95%, but less than 98%	$(50 + [(R - 95) \times 16]) \%$
If R is equal to or more than 98% but less than or equal to 105%	R %
If R is more than 105%, but less than 110%	$(105 + [(R - 105) \times 3]) \%$
If R is equal to, or more than, 110%	120%

(ii) FCF

This performance criterion corresponds to an average achievement of Free Cash-Flow versus budgeted Free Cash-Flow over the entire Period.

The Free Cash-Flow as forecasted in the budget (“**Budgeted FCF**”) will vary from one fiscal year to another and will be approved by the Board of Directors at the beginning of each fiscal year.

For each fiscal year in the Period, the percentage, at a constant exchange rate, of (i) actual Free Cash-Flow³ (the “**FCF**”) over (ii) Budgeted FCF will be calculated (such annual rate, the “**Annual Budgeted FCF Achievement Rate**”).

At the end of the Period, the arithmetic average of the Annual Budgeted Achievement Rates for each fiscal year in the Period (the “**FCF Achievement Rate**” or “**F**”) will be calculated and the Board of Directors will determine the FCF Allocation Rate corresponding to such Budgeted FCF Achievement Rate, as follows:

Budgeted FCF Achievement Rate (« F »)	FCF Allocation Rate
If F is less or equal than 70%	0%
If F is more than 70% but less than 80%	$[(F - 70) \times 5] \%$
If F is equal to 80%	50%
If F is more than 80% but less than 100%	$(50 + [(F - 80) \times 2.5]) \%$
If F is equal to 100%	100%
If F is more than 100% but less than 120%	F%
If F is more than or equal to 120%	120%

³ Free Cash Flow is determined from Business Net Income adjusted for depreciation, amortization and impairment, share of undistributed earnings, from investments accounted for using the equity method, gains & losses on disposals, net change in provisions including pensions and other post-employment benefits, deferred taxes, share-based payment expense, lease liability and associated interest payments, and other non-cash items. It also includes net changes in working capital, capital expenditures and other asset acquisitions net of disposal proceeds⁽¹⁾, and payments related to restructuring and similar items.

⁽¹⁾ Free Cash Flow includes investments and divestments not exceeding a cap of €500 Million per transaction.

(iii) **TSR**

For the Period, this performance criterion, the Total Shareholder Return (“**TSR**”), corresponds to the increase in the trading price of the shares increased by dividends per share. Growth or increases in the trading price of the shares is determined by analyzing: the average of the opening trading prices from January 1, 2019 to December 31, 2019 and the average of the opening trading prices from January 1, 2022 to December 31, 2022.

Furthermore, the dividend per share is the sum of the dividends paid on the Company’s shares during the relevant period, without reinvestment. The TSR thus calculated will be compared to the one calculated for the Period by a panel of “peer” companies. The companies constituting such panel (12 companies + Sanofi) are: Amgen, AstraZeneca plc., Bayer AG, Bristol-Myers-Squibb Inc., Eli Lilly and Company Inc., GlaxoSmithKline plc, Johnson & Johnson Inc., Merck Inc, Novartis AG, Novo Nordisk, Pfizer Inc., Roche Holding Ltd.

The Board of Directors may review such panel during the Period, in the exceptional event of the disappearance of a company or consolidation of companies. The Company’s TSR will thus be compared to the TSR of each of the companies in the panel and will result in a classification between the Company and the companies on the panel. The “**TSR Allocation Rate**” will be determined according to the Company’s ranking within the panel as follows:

Definitions:

- The median TSR is the performance of the company ranked 7th in the panel (“**M**”).
- The high position is the arithmetic average of the performance of companies in the panel ranked 1st, 2nd and 3rd (“**H**”).
- The intermediary position is equal to $M + ((H - M) / 2)$ (“**Intermediary Position**”).

Calculation of the TSR Allocation Rate:

- If the Company’s TSR is less than M, the TSR Allocation Rate shall equal 0%;
- If the Company’s TSR is equal to M, the TSR Allocation Rate shall equal 50%;
- If the Company’s TSR is equal to the Intermediary Position, the TSR Allocation Rate shall equal 100%;
- If the Company’s TSR is equal to or more than H, the TSR Allocation Rate shall equal 150%;
- If the Company’s TSR is superior to M and inferior to H, the TSR Allocation Rate shall be calculated by linear interpolation, using the following formula:
- If the Company’s TSR is between M and the Intermediary Position:

$$\text{TSR Allocation Rate} = \frac{(\text{Company's TSR} - M) \times 50}{(\text{Intermediary Position} - M)} + 50$$

- If the Company’s TSR is between the Intermediary Position and H:

$$\text{TSR Allocation Rate} = \frac{(\text{Company's TSR} - \text{Intermediary Position}) \times 50}{(H - \text{Intermediary Position})} + 100$$

(iv) Global Allocation Rate

For the Period, the Global Allocation Rate is the weighted average of the Business Net Income Allocation Rate (at 50%), the FCF Allocation Rate (at 30%), and the TSR Allocation Rate (at 20%) of the Period multiplied by an effective presence coefficient.

In the first quarter 2023, the Board will determine whether or not the performance conditions for the Period have been met by determining successively: (i) the Business Net Income Allocation Rate, (ii) the FCF Allocation Rate, (iii) the TSR allocation rate and (iv) the Global Allocation Rate.

If, for a given Beneficiary, the multiplication of the number of Performance Shares initially awarded by the Global Allocation Rate for the Period results in a fractional number of Shares to be delivered, such number of Shares to be delivered will be rounded upward to the next highest whole number.

In any event, the maximum number of Shares to be delivered may not be more than the number of Performance Shares initially awarded, subject to the adjustments set forth in Article 7 and in Article 8 below.

The objectives set are final. The Board of Directors will have the right, however, to adjust the performance conditions in case unusual circumstances justify such change, with concurring recommendation of the Compensation Committee, *i.e.*, in case of a change in the Company's scope of consolidation, a change in accounting methods, or any other circumstance justifying such adjustment in the opinion of the Board of Directors, so as to neutralize, to the extent possible, the consequences of such changes on the objective fixed at the time of the initial award.

In the event of disability or death of a Beneficiary before the determination of the Global Allocation Rate, the Global Allocation Rate will be deemed to equal 100% on the date the relevant event occurs. In such case, the number of Shares to be delivered will be equal to the number of Performance Shares awarded.

In case of disability or death after the determination of the Global Allocation Rate, the Global Allocation Rate will be the rate determined by the Board of Directors. Disability and death, as used in this paragraph, are described in Article 3.1.2(c) below.

4 DELIVERY AND CUSTODY OF THE SHARES

Sanofi will deliver the Shares to the Beneficiary at the end of the Vesting Period, subject to compliance with the conditions and criteria of Vesting defined in Articles 2 and 3 above.

The delivery of the Shares will occur on the first business day after the Vesting Date.

Sanofi may in its sole discretion decide on the custodial arrangement of the Shares, in view of the regulations in force from time to time; thus, the Shares may notably be (i) registered in the name of the Beneficiary on an individual nominee account administered by an authorized financial institution or (ii) held through a mutual fund (*organisme de placement collectif*). The Beneficiaries shall be informed of such decision at the expiry of the Vesting Period.

To the extent that the Shares are held through a custodial arrangement established by the Company and that dividends are paid in respect of such Shares, the Company may in its discretion implement mechanisms intended to reduce the costs associated with international dividend distributions. These mechanisms may include grouped payments and mandatory reinvestment.

At the expiry of the Vesting Period, the Beneficiary may, upon specific request, hold the Shares in another form, notably in bearer form (*au porteur*). In this case, he/she will have to bear the fees related to the transfer and to the custody of the Shares he/she holds.

5 LOCK-UP PERIOD

There is no lock-up period imposed on the Beneficiaries with respect to the transfer of the Shares delivered to them upon Vesting.

Upon delivery at the expiry of the Vesting Period, the Shares will become available and may be freely transferred by the Beneficiary.

Any Beneficiary or the heirs or assigns of a deceased Beneficiary as provided by Article 3 are entitled to sell the corresponding shares at any time.

However, the Shares must be transferred or sold in compliance with various provisions aimed at ensuring the transparency and the security of financial markets, and in particular those provisions concerning insider trading.

In this regard, pursuant to the current provisions of article L. 225-197-1 of the French Commercial Code, upon Vesting, the Shares shall not be transferred or sold:

- During the period of thirty calendar days that precede the date on which the annual and half-year results are published; and
- By the members of the Board of directors the Chief Executive Officer or Deputy Executive Officers, if any, and by any employee being aware of insider information, within the meaning of article 7 of regulation (EU) n ° 596/2014 of the European Parliament and of the Council of 16 April 2014 on Market Abuse, which has not been made public.

Should periods defined under article L. 225-197-1 of the French Commercial Code change over time, or be deleted, any new provision will automatically replace the provisions described above.

6 CHARACTERISTICS OF THE SHARES AND SHARES RIGHTS

The Shares delivered to the Beneficiaries will be new or existing ordinary shares, at the choice of Sanofi. In the absence of a choice before the delivery date, then the Shares will be new shares.

The new Shares issued in favor of some or all the Beneficiaries shall have the same rights as those attached to the existing Sanofi shares as from their issuance.

7 ADJUSTMENT OF THE NUMBER OF SHARES

During the Vesting Period, in the event of a redemption or reduction of share capital, a change in the allocation of profits, a grant of free shares to all of the shareholders, an increase in share capital by incorporation of reserves, profits or share premium, a distribution of reserves, a share buy-back at a price above the share price on the stock exchange or any issue of equity instruments that includes subscription rights reserved for the shareholders, the maximum number of Performance Shares awarded pursuant to the Plan may be adjusted by the Board of Directors of the Company in order to take into account such transaction, in a similar manner to the adjustment modalities provided by French law governing options to subscribe or acquire shares. The same applies in case of stock-split or reverse stock-split with respect to the Shares.

If such a situation is not covered by existing French law governing options to subscribe or acquire shares, the General Meeting of shareholders or the Board of Directors when deciding to proceed with such securities issuance or other modification of the share capital may adopt any adjustment measures necessary to protect the rights of the Beneficiaries, using by analogy French law governing similar cases.

Each Beneficiary will be informed of the practical terms of such an adjustment and of its consequences on his/her award of Performance Shares.

In accordance with the 20th resolution of the Combined General Meeting dated April 30, 2019, the Performance Shares which would have been freely awarded pursuant to such an adjustment will be deemed to have been awarded on the same day as the Performance Shares initially awarded on the Date of Grant.

8 RESTRUCTURING AND MERGERS

In accordance with article L. 225-197-1 III of the French Commercial Code, in case of a cashless share exchange (*échange sans soulte*) as a result of a merger or a split (*scission*) achieved in accordance with applicable law during the Vesting Period, all the conditions provided in this Plan at the exchange date and, in particular, any Vesting conditions and remaining Vesting Period, will remain applicable to the Performance Shares and to the Shares received in exchange.

9 SOCIAL AND TAX TREATMENT

The Beneficiary is responsible for making declarations and payments to be made or owed by him/her under applicable law and particularly with respect to his/her tax liabilities. Applicable social security law and tax law vary depending on the country of residence and/or of taxation of the Beneficiaries.

Each Beneficiary is responsible for inquiring about the social and tax treatment applicable to him/her in any jurisdiction due to the award of Performance Shares, the Vesting or the delivery of Shares, or at the time of the transfer of the Shares or upon payment of any dividend.

In the event that, as a consequence of the award of Performance Shares, the Vesting or the delivery of Shares, Sanofi or a Group Company would have to pay taxes, social security contributions or any other taxes or governmental contribution on behalf of a Beneficiary, Sanofi reserves the right to defer or prevent the delivery of the Shares until such time as the Beneficiary

has paid the corresponding amount to Sanofi or the relevant Group Company. Sanofi or, if applicable, the relevant Group Company has the right (i) to deduct the amount of these taxes, social security contributions, taxes or governmental contribution from the salary or other amount owed to the Beneficiary, or (ii) to transfer or sell all or part of the Shares in order to fulfil the Beneficiary's obligations, the proceeds being directly paid to Sanofi or the relevant Group Company.

Beneficiaries who have been employed in France during the Vesting Period but who would no longer be tax residents of France at the time of the transfer of the Shares will be subject to a withholding tax in France upon sale of the Shares. The tax will be deducted by the bank administering the Plan and may be withheld from the proceeds of such sale. The balance of the proceeds of the sale will only be credited to the personal account of the Beneficiary after payment of any such tax due.

10 CONSTRUCTION OF THE PLAN AND GOVERNING LAW

It will be the responsibility of the Board of Directors to construe the provisions of the Plan, if required, which may delegate this power to the Chief Executive Officer or to the Global Head of Human Resources of the Group.

The Plan is governed and shall be construed in accordance with French law. Any claim relating thereto will be subject to the jurisdiction of the courts within the jurisdiction of the Court of Appeal of Paris.

11 MODIFICATION OF THE PLAN

The terms of this Plan may be amended or supplemented by the Board of Directors (i) if it deems such amendment or supplement to be appropriate and not materially adverse to the interest of the affected Beneficiaries or (ii) by mutual agreement with the affected Beneficiaries.

More generally, in the event of a change in any legal, regulatory or accounting requirements applicable to the Plan, or any change in the interpretation thereof, in particular with respect to the fiscal or social treatment of any rights, payments or shares granted under the Plan, affecting the Company, any Group Company or any Beneficiaries, the terms of the Plan may be amended or supplemented by the Board of Directors, in its discretion and in the manner that it deems appropriate, in response to such change. For example, the Board of Directors may choose to shorten or lengthen the Vesting Period and/or to introduce a mandatory lock-up period and/or waive or modify any condition to Vesting and/or introduce new conditions. Furthermore, the Board of Directors may, if it deems the delivery of shares to any Beneficiary would be impossible or inopportune, choose to pay instead an amount in cash of equivalent value, net of taxes and social charges. The amount and timing of any such payment would be determined by the Board of Directors in its discretion, by reference to the number and timing of any Shares to be otherwise delivered hereunder, to be valued by the Board of Directors on or around the scheduled delivery date, or by reference to an average price over a period preceding such date.

Beneficiaries shall not be entitled to any indemnification for any loss of value and/or increased tax or social costs resulting from any such amendments or supplements to the Plan, irrespective of whether such loss or increase is of general application or is specific to them in view of their personal situation.

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* *

By participating in the Plan, the Beneficiary acknowledges that his/her personal information be subject to electronic data processing carried out under the control of the Company, with the assistance of his/her employer, in accordance with French Law n°78-17 of January 6, 1978 on data processing, data files and individual liberties, the EU Regulation on Data protection (2016/679) of April 27, 2016 (GDPR) and applicable local laws. It shall be implemented on the basis of legitimate interest (article 6(1)(f) of the GDPR) because it is necessary for the administration of his/her rights under the plan and on for compliance of legal obligations (article 6(1)(c) of the GDPR), for all purposes relating to the implementation of the Plan, *i.e.*:

- (i) administering and maintaining Beneficiary records;
- (ii) providing information to members of the Group, registrars, brokers or third-party administrators of the Plan;
- (iii) providing information to future purchasers of the Company or of the business in which the Beneficiary works;
- (iv) transferring information about the Beneficiary to France or to another country or territory outside of his/her home country and/or of the European Economic Area that may not provide the same statutory protection for the information as the Beneficiary's home country; and
- (v) complying with legal obligations.

All personal information subject to the electronic data processing is mandatory for the participation to the Plan. All this information will be transmitted (and be transferred to France) to and used for account administration and electronic storage of this data, by the internal departments of the Group in charge of the management of his/her shareholder's account, and to external entities designated to manage the same, and to all persons statutorily or expressly authorized by Sanofi or by an employer to hold and process this information (in particular the holder of shareholders accounts, currently Société Générale Securities Services), as well as to any future acquirer of Sanofi or his/her employing company or the business in which he/she is working within the duration of the Plan. This personal information shall be retained for the time required for the completion of the Plan and for the purposes of the management of the shareholder's account, until he/she sells all his/her Sanofi shares under the Plan, and thereafter for archiving purposes.

Every beneficiary will be able to exercise a right to access, to modify and to rectify, and as well as to delete (once he/she no longer holds any shares under the Plan) any information relating to him/her. Furthermore, each beneficiary will have the right to restriction of processing and to object to processing as well as the right to data portability. The right of data portability shall allow the beneficiary to recover his/her data directly or to transfer them or have them transferred to another data controller (subject to legal limits). He/she will have a right to define the directives in relation to the registration, the removal and the communication of his/her personal data after his/her death.

In some countries, local regulations require the express consent of the Beneficiary for the processing and transfer of his/her personal data. In such a case, the Beneficiary's consents, under the acceptance procedure, to the collection, use, storage and transfer of his/her personal data, within the framework of local law. Furthermore, local law may provide that he/she has

the right to withdraw his/her consent for the processing of his/her personal data. However, his/her personal data is necessary for the processing of his/her participation to the Plan, the holding of his/her shares under the Plan and the execution of all operations related to his/her investment. Accordingly, he/she will be able to exercise his/her right to withdraw his/her consent only when all the shares held under the Plan have been sold.

Each beneficiary can exercise these rights directly online on his/her LTI account at: <https://sharinbox.societegenerale.com>.

The Sanofi Group Data Privacy Officer is: Lionel de Souza (Lionel.De-Souza@sanofi.com).

He/she have the right to lodge a complaint with his/her supervisory authority (in France, the supervisory authority is the CNIL), concerning the protection of personal data.

Anything in this Plan to the contrary notwithstanding, the award, Vesting of any Performance Shares and delivery of any Shares shall be conditioned on compliance with all applicable laws and regulations. The Company shall not be required to deliver Shares in any circumstances that it deems not to be in compliance with such laws and regulations.

If any such law or regulation shall require the Company, any other Group Company or any Beneficiary to take any action in connection with such award, Vesting or delivery, Vesting and/or delivery shall be suspended and deferred until such action shall have been taken. In any event, neither granting the award nor any other provisions of this Plan shall be construed to require the Company or any other Group Company to take any action to comply with local laws or regulations.

Should any approval required by local laws or regulations not be obtained on a timely basis, or should the Company deem it necessary or advisable in view of such local laws and regulations (including after having taken into consideration the costs and administrative burden of compliance with such local laws or regulations), the Company may (i) require Beneficiaries in the affected country to take delivery of their Shares through a procedure in which the shares are simultaneously sold with the Beneficiary receiving only the net cash proceeds or (ii) implement any other alternative designed to procure an equivalent benefit for the Beneficiaries of the affected country, including cancelling the award of Performance Shares and replacing them with Performance Units.

PROVISIONS SPECIFIC TO CERTAIN COUNTRIES

For all countries

Please note that the decision to include (or not) a Beneficiary in this or any future plans is entirely discretionary. The Plan does not form part of your employment agreement and do not amend or supplement such agreement. Participation in the Plan does not entitle you to future benefits or payments of a similar nature or value, and does not entitle you to any compensation in the event that you lose your rights under any Plan as a result of the termination of your employment. Benefits or payments that you may receive or be eligible for under the Plan will not be taken into consideration in determining the amount of any future benefits, payments or other entitlements that may be due to you (including in cases of termination of employment).

Argentina

Your award is being offered to you in your capacity as an employee of the Sanofi Group and is not aimed to the general public. By receiving and accepting your award, you are deemed to (i) acknowledge and accept that the shares have not been authorized by the Argentine *Comisión Nacional de Valores* (“CNV”) to be publicly offered in Argentina; and (ii) agree that you will not sell or offer to sell any shares acquired upon settlement of your award in Argentina other than pursuant to transactions that would not qualify as a public offering under article 2 of Argentine Law 26,831, as amended.

The plan documents are being delivered to you in your capacity as an employee of the Sanofi Group. Accordingly, receipt and acceptance of any plan document shall constitute your agreement that the information contained in the plan documents may not (i) be reproduced or used, in whole or in part, for any purpose whatsoever other than as a representation of your holding of shares, or (ii) furnished to or discussed with any person (other than your personal advisors on a confidential basis) without the express written permission from Sanofi.

“La Agencia de Acceso a la Información Pública, en su carácter de Órgano de Control de la Ley N° 25.326, tiene la atribución de atender las denuncias y reclamos que interpongan quienes resulten afectados en sus derechos por incumplimiento de las normas vigentes en materia de protección de datos personales.”

In English:

“The Access to Public Information Agency, as the enforcing authority of Act 25.326, has the power to attend the reports and claims from those who are affected in their rights consequence of non-fulfilment of data protection provisions.”

Australia

No financial product advice is provided in the documentation related to the Plan and nothing in the documentation should be taken to constitute a recommendation or statement of opinion that is intended to influence a person or persons in making a decision to participate in the Plan.

The documentation does not take into account the objectives, financial situation or needs of any particular person.

Before acting on the information contained in the documentation, or making a decision to participate in the Plan, you should seek professional advice as to whether participation in the Plan is appropriate in light of your own circumstances.

Sanofi undertakes that it will, at any time up to the Vesting Date of the Performance Shares, and within a reasonable period of you requesting it, provide you with relevant information pertaining to the Plan such as the current share price of Sanofi shares and the Australian dollar equivalent of that price.

The provisions of this Plan regarding retirement will be construed in accordance with and subject to Australian law, and will only be given effect to the extent compatible with such law.

No participant has any right to compensation or damages as a result of the termination of his or her office, employment or other contract with a Group Company for any reason, so far as those rights arise or may arise from the participant ceasing to have rights under the offering as a result of the termination.

Sub-division 83A-C of the Income Tax Assessment Act 1997 (Cth) applies to the rights issued under the Plan.

Brazil

Shares offered under the Plan have not been and will not be publicly issued, placed, distributed, offered or negotiated in the Brazilian capital markets and, as a result, will not be registered with the Brazilian Securities Commission (*Comissão de Valores Mobiliários*, the CVM). Therefore, Shares offered under the Plan will not be offered or sold in Brazil, except in circumstances which do not constitute a public offering, placement, distribution or negotiation under the Brazilian laws and regulation.

Cameroon

Le Règlement No 02/18/CEMAC/UMAC/CM portant réglementation des changes dans la CEMAC prévoit que les investissements de portefeuille sortants à l'étranger supérieurs à un seuil fixé par Instruction de la Banque Centrale sont soumis à l'autorisation préalable de celle-ci. Les investissements de portefeuille à l'étranger, inférieurs audit seuil, sont déclarés 30 jours avant la réalisation de l'opération. A la date des présentes, l'Instruction ci-dessus visée fixant ces seuils n'a pas été publiée. Une telle procédure devra être effectuée avant la livraison des actions.

De plus, le règlement prévoit qu'au-delà de 50 millions de Francs CFA, l'émission, la publicité et la mise en vente ou la cession de valeurs mobilières étrangères dans la CEMAC, au titre de la réglementation des changes, sont soumises à l'autorisation préalable de la BEAC, qui en informe le Ministère en charge de la monnaie et du crédit, sans préjudice de l'avis conforme du Régulateur du marché financier de l'Afrique Centrale. En cas de refus de l'autorisation de la BEAC, les Bénéficiaires ne pourront pas se voir livrer les actions.

Regulation No 02/18/CEMAC/UMAC/CM relating to foreign exchange within the CEMAC provides that portfolio investments abroad exceeding a threshold set by the Central Bank Instruction are subject to its prior approval. Portfolio investments abroad below such threshold are notified 30 days prior to implementation of the transaction. To date, the above-mentioned Instruction setting these thresholds has not been published. Such a procedure shall be done prior to the share delivery.

Moreover, the regulation provides that above 50 million FCFA, issuance, publicity, sale offering and selling of foreign securities within the CEMAC, under the exchange regulations, are subject to the BEAC prior authorization, which informs the Minister in charge of currency and credit, without prejudice to the assent of the Central Africa financial market regulator. In case of refusal of such authorization from the BEAC, no share delivery could be made to the Beneficiaries.

Canada

Shares acquired under the award will be subject to certain restrictions on resale imposed by Canadian provincial securities laws. Acquirers of shares under the award are encouraged to seek legal advice prior to any resale of such shares. In general, Beneficiaries of the award resident in Canada may not resell their shares to Canadian purchasers and must resell their shares outside of Canada.

For residents of Québec: The Beneficiaries of this Plan confirm their express wish that the rules of the Performance Shares Plan for Sanofi and all documents directly or indirectly relating thereto, be drawn up in the English language. *Les participants de ce Plan reconnaissent leur volonté expresse que le règlement du “Sanofi Performance Share Plan” ainsi que tous les documents qui s’y rattachent directement ou indirectement, soient rédigés en Anglais.*

The Beneficiary may obtain a copy of Sanofi’s annual report on the Sanofi website/*Les Bénéficiaires peuvent obtenir une copie du rapport annuel de Sanofi sur le site internet de Sanofi:*

- English version: <https://www.sanofi.com/en/investors/reports-and-publications>
- French version: <http://www.sanofi.com/fr/investisseurs/rapports-et-publications>

Chile

Ni Sanofi, ni la Oferta de Acciones a Trabajadores ni las Acciones han sido registradas en el Registro de Valores o en el Registro de Valores Extranjeros que lleva la Comisión para el Mercado Financiero de Chile (CMF) y ninguno de ellos está sujeto a la fiscalización de la CMF. Esta oferta de Acciones se acoge al numeral 2 de la Norma de Carácter General 345. Por tratarse de valores no inscritos, el emisor de las Acciones no tiene obligación bajo la ley chilena de entregar en Chile información pública acerca de las Acciones. Las Acciones no pueden ser ofrecidas públicamente en Chile en tanto éstas no se inscriban en el Registro de Valores correspondiente a menos que se cumpla las condiciones establecidas en la Norma de Carácter General 345. Se informa que la fecha de inicio de la presente oferta es el 18 de mayo de 2020.

Neither Sanofi, the Employee Share Offering nor the Shares have been registered in the Registro de Valores (Securities Registry) or in the Registro de Valores Extranjeros (Foreign Securities Registry) of the Comisión para el Mercado Financiero de Chile (Chilean Commission for the Financial market or CMF) and they are not subject to the control of the CMF. The Employee Share Offering is ruled by number 2 of the General Regulation 345. As the Shares are not registered, the issuer has no obligation under Chilean law to deliver public information regarding the Shares in Chile. The Shares cannot be publicly offered in Chile unless they are registered with the CMF or they comply with General Regulation 345. The commencement date of the offer is May 18, 2020.

China

Please note that transfers of shares and/or cash in or out of the China shall be subject to the approval of the State Authority for Foreign Exchange to the extent that such approval shall be required or advisable under applicable law. Based on the PRC laws and regulations, the applicable governmental authorities may review and examine the Plan from time to time and the Plan may be requested by such governmental authorities to be modified, amended or cancelled in accordance with PRC laws and regulations and government authorities’ requirements. If the Plan is modified, amended or cancelled, your rights under the Plan may be materially and adversely affected. In this case, you will be informed immediately of the situation and Sanofi will coordinate with your local employer.

European Union

The awards are offered to you by Sanofi in accordance with the terms of the Plan which are summarized in the brochure included in the documents distributed to you. More information about Sanofi is available on www.sanofi.com. You are being offered awards under the Plan in order to provide an additional incentive and to encourage employee share ownership and so increase your interest in the Company's success. The number of Sanofi shares being offered under the Plan will not exceed 10% of the issued share capital of the Company.

This offering is made in reliance on the exemption from publishing a prospectus provided for in Article 1 (4) (i) of the EU Prospectus Regulation 2017/1129 dated June 14, 2017.

Hong Kong

WARNING

The contents of this document have not been reviewed by any regulatory authority in Hong Kong. You are advised to exercise caution in relation to the award under the Plan. If you are in any doubt about any of the contents of this document, you should obtain independent professional advice.

This document is distributed on a confidential basis to eligible employees of Sanofi group only. No right to participate in the offering will be granted to any person other than the person to whom this document has been sent. No person in Hong Kong other than the person to whom this document is addressed may treat the same as constituting an invitation to him or her to participate.

This document may not be reproduced in any form or transmitted to any person other than the person to whom it is addressed.

This document was prepared and is issued in Hong Kong by Sanofi, which has taken all reasonable care to ensure that the facts stated in this document are true and accurate in all material respects. Sanofi accepts responsibility accordingly.

Hungary

The award is offered to you by Sanofi in accordance with the terms of the Plan. Details of your rights in relation to this award can be found in the Plan and the employee communications and brochure included in the documents distributed to you. Further information on Sanofi can be found in the investor section on the Company's website. Please note that the awards of Performance Shares do not qualify as securities under French law; therefore, the granting of awards under the Plan will not trigger any requirements under the Hungarian Capital Markets Act. However, the Shares which will be delivered to you at the end of the Vesting Period will qualify as securities under French law. The offering of securities under the Plan is a private placement in Hungary.

India

The securities are being offered only to the employees of the Sanofi Group and they will not be available for subscription or purchase by any other person.

Ireland

If you are a director or company secretary of Sanofi-Aventis Ireland Limited or any other participating Irish subsidiary company, you may be required to report the acquisition and disposal of your shares to the company secretary of the relevant company, as required by the Companies Act, 2014.

Israel

The Plan shall not alter any employment agreement and the gain realized by the employee will not be regarded as part of the employee's salary or social benefits, such as for the purpose of calculating severance pay. The Plan is voluntary and occasional and does not create any contractual or other right to participate in future plans, or benefits in lieu of such participation, even if employee performance share plans have been repeatedly available in the past.

The grant to Israeli beneficiaries shall be subject to the completion of all required Israeli securities and tax procedures. Grants made to Israeli Beneficiaries shall only take effect upon the passage of 30 days from the date of filing of the Plan with the Israeli Tax Authorities. Israeli Beneficiaries will be informed of the actual grant date in due course.

Jordan

Please note that the shares are offered to you by the French company Sanofi, not by your local employer. The decision to include a beneficiary in this or any future offering is taken by Sanofi SA in its sole discretion. The offering does not form part of your employment agreement and does not amend or supplement such agreement. Participation in the Opera XI 2020 offering does not entitle you to future benefits or payments of a similar nature or value, and does not entitle you to any compensation in the event that you lose your rights under the offering as a result of the termination of your employment. Benefits or payments that you may receive or be eligible for under the offering will not be taken into consideration in determining the amount of any future benefits, payments or other entitlements that may be due to you (including in cases of termination of employment).

Malaysia

The offering under the Plan is entirely discretionary and the employees have no contractual entitlement to any benefits under the offering. The use and processing of your personal data by Sanofi, your local employer and any party outside the Sanofi Group, whether within or outside Malaysia, who are expressly authorized to receive and maintain such information, for purposes of the management of the Performance Share Plan, for account administration and the electronic storage of such information and for any other related purpose as authorized by Sanofi from time to time.

In the event that you do not consent that your personal data be used and processed, this may adversely affect your ability to enjoy and/or participate in the full benefits of the Plan.

You will have a right to access, modify, limit and correct any of your personal data by means of written notification to your HR Services, which undertakes to duly transmit this information to Sanofi and any party besides Sanofi which is expressly authorized to receive and maintain this information.

Mexico

The performance shares have not been registered with the National Register of Securities and maintained by the Mexican National Banking and Securities Commission and may not be offered or sold publicly in Mexico. The offering materials related to the Plan may not be publicly distributed in Mexico. These materials are addressed to you only because of your existing employment relationship with Sanofi and may not be reproduced or copied in any form. The offer contained in this material is addressed solely to the present employees of Sanofi in Mexico and any rights under such offering may not be assigned or transferred.

Morocco

Chaque participant marocain (a) prend l'engagement écrit et signé de rapatrier au Maroc, le cas échéant, tout revenu de son investissement (dividendes) et tout produit des plus-values de cession d'actions ainsi que toute rémunération lui revenant dans de cadre de ce plan et (b) donne mandat irrévocable à son employeur dûment signé et légalisé lui conférant le droit de céder pour son compte les actions attribuées et de rapatrier au Maroc les revenus et produits de cession correspondants (lorsque le salarié ne fait plus partie du personnel). Son employeur au Maroc (i) procédera alors aux rapatriement des revenus d'investissement, des plus-values ainsi que de tout autre type de revenus générés par le plan (lorsque le salarié ne fait plus partie du personnel), (ii) transmettra à l'Office des Changes un compte rendu annuel justifiant le rapatriement du produit de cession des actions ainsi que toute autre rémunération générée par le plan et (iii) remettra à l'Office des Changes toute justification du rapatriement des revenus susvisés.

Each Moroccan participant (a) takes a written commitment to repatriate any investment proceeds (dividends and capital gains, as well as any revenue owed to him/her under this Plan) and (b) grants to his/her employer an irrevocable power of attorney signed and legalized, entitling the employer to transfer the shares or exercise the options on behalf of the employees, and to repatriate corresponding revenues and sale proceeds (when the employee is no longer part of the personnel). Hi/her Moroccan employer will then (i) proceed with said repatriation of investment revenues, capital gains and any other revenue arising from the plan, (ii) transmit to the *Office des Changes* any documents evidencing the repatriation of these sale proceeds and any other revenue arising from the plan, and (ii) grant the Foreign Exchange Office with any justification of repatriation of investment proceeds.

New Zealand

This grant is made in accordance with the employee share plan exclusion in clause 8 of Schedule 1 of the Financial Markets Conduct Act 2013.

Sanofi or the local employer do not and will not give financial advice to any beneficiary under the Plan.

This Plan does not form part of the beneficiary's employment agreement. Participation in the plan is at the discretion of Sanofi and the Plan may be modified or withdrawn by Sanofi at any time at its discretion.

Poland

This Plan and all documentation attached have not been reviewed or approved by the Polish Financial Supervision Commission.

Russia

Please note that this grant is being made offshore and the shares may not be transferred into Russia.

Saudi Arabia

Please note that this grant is being made offshore and the shares may not be transferred into Saudi Arabia.

Serbia

Please note that Beneficiaries who are resident in Serbia may need to comply with ongoing reporting requirements to the National Bank of Serbia in order to receive their shares.

Singapore

The Shares, once delivered, may not be offered or sold, or be made the subject of an invitation for subscription or purchase, whether directly or indirectly, to persons in Singapore other than pursuant to, and in accordance with the conditions of, an exemption under any provision of Subdivision (4) of Division 1 or (as the case may be) Division 2 of Part XIII of the Securities and Futures Act, Chapter 289 of Singapore.

The shares of Sanofi are prescribed capital markets products (as defined in the Securities and Futures (Capital Markets Products) Regulations 2018) and Excluded Investment Products (as defined in MAS Notice SFA 04-N12: Notice on the Sale of Investment Products and MAS Notice FAA-N16: Notice on Recommendations on Investment Products).

South Africa

This award does not require the SARB approval. However, employees may consider placing the scheme on record with SARB upon delivery of the shares.

Spain

Investments in foreign securities must be notified for statistical purposes to the Registry of Investments at the Spanish Ministry of Economy and Completeness. Therefore you must be aware that you must fill in an official form D-6 during each month of January in respect of your holding of Sanofi shares outside of Spain. In addition, new measures regarding reporting obligations to the Bank of Spain on foreign transactions carried out by Spanish residents are applicable since January, 2014 by means of Circular 4/2012, of 25th April.

Switzerland

The Plan shall not alter any employment agreement and the gain realized by the employee will not be regarded as part of the employee's salary or social benefits, such as for the purpose of calculating severance pay. The Plan is voluntary and occasional and does not create any contractual or other right to participate in future plans, or benefits in lieu of such participation, even if employee performance share plans have been repeatedly available in the past.

Taiwan

Please note the performance shares you will be delivered under this Plan cannot be offered, distributed or resold to the public in Taiwan without prior approval from the competent authority, i.e., ROC Financial Supervisory Commission.

Tunisia

Please note that Beneficiaries who are resident in Tunisia are required to declare to the Central Bank of Tunisia their holding of assets outside of Tunisia within 6 months of their acquisition, unless they are held through an authorized intermediary in Tunisia. In addition, Beneficiaries are required to repatriate all revenues and proceeds from outside of Tunisia under the conditions and within the timing set by the Central Bank of Tunisia.

Turkey

This document is for information purposes only and no information set out here is provided for the purpose of offering, marketing or selling, by any means, any capital market instruments in the Republic of Turkey. Therefore, this document may not be considered as an offer made or to be made to Turkish residents. The Shares have not been and will not be registered with the Turkish Capital Markets Board and accordingly the Shares acquired at Vesting may not be offered or sold within the Republic of Turkey under prevailing capital markets regulations. There is, however, no restriction on the purchase or sale of the Shares by residents of the Republic of Turkey, provided that they purchase or sell such Shares in the financial markets outside of the Republic of Turkey, and such sale and purchase is made through banks, and/or licensed brokerage institutions in the Republic of Turkey.

United Arab Emirates

Please note that this grant is being made offshore and the shares may not be transferred into the UAE.

United States

The Performance Shares have not, as of the date hereof, been registered with the United States Securities and Exchange Commission, and Sanofi makes no undertaking to make such a registration. Until such a registration is made, shares awarded under this Plan may only be sold in the United States in a transaction that is exempt from the registration requirements of the Securities Act of 1933 and may not be deposited in an unrestricted American Depositary Receipt facility.

For Beneficiaries who are American residents or citizens, whether or not employed by a U.S. subsidiary at the time of the award, this Plan shall be construed in accordance with Section 409 A of the United States Internal Revenue Code.

For such persons, “disability” shall refer to a situation in which a Beneficiary is deemed to have become disabled for the purposes of Section 409A of the United States Internal Revenue Code and more generally, this Plan shall be interpreted in a manner that is consistent with such section so as not incur any additional tax or surcharge. Furthermore, any provision herein that may be construed as requiring or permitting a change in the delivery date of the Shares awarded to a U.S. citizen or resident shall only be given effect if consistent with such section so as not incur any additional tax or surcharge.

In the case of death or disability, notwithstanding the provisions of Article 3.3, delivery shall be automatic and shall be made within the timing required by Section 409A.

For Beneficiaries who are U.S. citizens or residents of the U.S. for tax purposes, if before the expiry of the Vesting Period, such a Beneficiary takes retirement or early retirement, he/she will retain his/her right to vesting only if he/she has attained the age of 55 and at least 10 years of service.

Beneficiaries who are employed by a Group company entity in the U.S. are not eligible for the provisions regarding “collective economic dismissal.”

Any Beneficiary employed in the US who suffers a termination of employment as a result of a reduction in force or business reorganization (collective or individual) such that they are eligible to receive separation pay benefits through one of the company’s separation pay plans (or through some comparable form of pay continuation) will have all unvested LTI Awards pro-rated based on amount of time employed during the full three-year vesting period for each grant. Each grant continues to

remain subject to the original delivery date and to the plan performance conditions. Rights to vesting will remain subject to the conditions of the Plan, other than the continued employment condition, including the additional vesting condition described in Article 3.1.3 and the performance conditions stated in Article 3.2.

Uruguay

The grant of the right to receive the Performance Shares constitutes a private placement pursuant to section 2 of Uruguayan law 18.627. The Performance Shares Plan 20194 and the Performance Shares are not and will not be registered with the Financial Services Superintendence of the Central Bank of Uruguay.

Vietnam

Please note that no Performance Shares will be delivered prior to the approval of the State Bank of Vietnam to the extent that such approval is required or advisable under applicable law. Additionally, approval by the State Bank of Vietnam does not permit you to sell or transfer the Performance Shares within Vietnam itself. Vietnamese beneficiaries must immediately remit to Vietnam all proceeds from the sale of their shares. Expatriate employees are not similarly required to remit proceeds from the sale of the shares, but they must nevertheless declare and pay their personal income tax to the Vietnamese tax authorities.
