

**SECOND PROSPECTUS SUPPLEMENT DATED 1<sup>ST</sup> MARCH 2021  
TO THE BASE PROSPECTUS DATED 28 APRIL 2020**



**SCHNEIDER ELECTRIC SE  
Euro 10,000,000,000  
Euro Medium Term Note Programme**

This prospectus supplement (the "**Second Prospectus Supplement**") is supplemental to, and should be read in conjunction with, the Base Prospectus dated 28 April 2020 which received approval no. 20-162 on 28 April 2020 from the *Autorité des marchés financiers* (the "**AMF**") as supplemented by the first prospectus supplement dated 5 November 2020 which received approval no. 20-537 on 5 November 2020 from the AMF (together the "**Base Prospectus**") prepared in relation to the Euro 10,000,000,000 Euro Medium Term Note Programme (the "**Programme**") of Schneider Electric SE (the "**Issuer**"). The Base Prospectus constitutes a base prospectus for the purpose of Article 8 of Regulation (EU) 2017/1129 of 14 June 2017, as amended (the "**Prospectus Regulation**").

Application has been made for approval of the Second Prospectus Supplement to the AMF in its capacity as competent authority pursuant to the Prospectus Regulation.

This Second Prospectus Supplement has been prepared pursuant to Article 23 of the Prospectus Regulation, for the purpose of (i) incorporating by reference the Issuer's Full Year Financial Report 2020 published on 11 February 2021, (ii) incorporating recent events in connection with the Issuer and (iii) as a consequence, amending and supplementing the following sections of the Base Prospectus:

- Documents Incorporated by Reference;
- Recent Developments; and
- General information.

Save as disclosed in this Second Prospectus Supplement, there has been no other significant new factor, material mistake or material inaccuracy relating to information included in the Base Prospectus which is material in the context of the Programme since the publication of the Base Prospectus.

Unless the context otherwise requires, terms defined in the Base Prospectus shall have the same meaning when used in this Second Prospectus Supplement.

To the extent that there is any inconsistency between (a) any statement in this Second Prospectus Supplement and (b) any other statement in or incorporated by reference in the Base Prospectus or in the first prospectus supplement, the statements in (a) above will prevail.

Copies of this Second Prospectus Supplement (a) may be obtained, free of charge, from the registered office of the Issuer during normal business hours, (b) will be available on the website of the Issuer (<https://www.se.com>), (c) will be available on the website of the AMF (<https://www.amf-france.org>) and (d) will be available during usual business hours on any weekday (Saturdays, Sundays and public holidays excepted) for inspection at the offices of each Paying Agent(s).

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## DOCUMENTS INCORPORATED BY REFERENCE

The section entitled "**Documents Incorporated by Reference**", appearing on pages 25 to 29 of the Base Prospectus is deleted in its entirety and replaced with the following:

"This Base Prospectus should be read and construed in conjunction with:

- the pages referred to in the table below which are included in the French language *Document d'Enregistrement Universel* of the Issuer which received n° D.20-0137 from the AMF on 17 March 2020 (the "[2019 Universal Registration Document](#)");
- the pages referred to in the table below which are included in the French language *document de référence* of the Issuer which received n° D.19-0155 from the AMF on 15 March 2019 (the "[2018 Registration Document](#)");
- the pages referred to in the table below which are included in the Issuer's interim financial report in French language for the six-month period ended 30 June 2020, dated 29 July 2020 (the "[2020 Half-Year Financial Report](#)");
- the pages referred to in the table below which are included in the Issuer's consolidated financial statements in the French language for the year ended 31 December 2020, published on 11 February 2021 (the "[2020 Consolidated Financial Statements](#)"); and
- the terms and conditions of the notes contained in the base prospectuses of the Issuer dated, respectively, 25 April 2019 (the "[2019 EMTN Conditions](#)"), 26 November 2018 (the "[2018 EMTN Conditions](#)"), 6 October 2017 (the "[2017 EMTN Conditions](#)"), 31 August 2016 (the "[2016 EMTN Conditions](#)"), 31 July 2015 (the "[2015 EMTN Conditions](#)"), 15 July 2014 (the "[2014 EMTN Conditions](#)") and 25 June 2013 (the "[2013 EMTN Conditions](#)" and, together with the 2013, 2014, 2015, 2016, 2017, 2018 and 2019 EMTN Conditions, the "**EMTN Previous Conditions**").

Any reference in this Base Prospectus, in the 2019 Universal Registration Document or in the 2018 Registration Document to the registration documents and/or annual reports (either 2019 or 2018) shall be deemed to exclude the above-mentioned excluded sections.

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

Copies of documents incorporated by reference in this Base Prospectus may be obtained, free of charge, from (i) the registered office of the Issuer, (ii) the website of the Issuer (<https://www.se.com>) and/or (iii) at the offices of each Paying Agent set out at the end of this Base Prospectus during normal business hours.

The 2019 Universal Registration Document and the 2018 Registration Document are available on the website of the AMF (<https://www.amf-france.org>).

Other than in relation to the documents which are incorporated by reference, the information on the websites to which this Base Prospectus refers does not form part of this Base Prospectus and has not been scrutinised or approved by the AMF.

For the purpose of the Prospectus Regulation, information can be found in the documents incorporated by reference in this Base Prospectus in accordance with the following cross-reference table (in which the numbering refers to the relevant items of Annex 7 of the Commission Delegated Regulation (EU) 2019/980 of 14 March 2019 supplementing the Prospectus Regulation (the "**Commission Delegated Regulation**").

Any information not listed in the cross-reference list below but included in the documents incorporated by reference shall not form part of this Base Prospectus. The non-incorporated parts are either not relevant for investors or covered elsewhere in this Base Prospectus.

The English Translation of the 2019 Universal Registration Document, the 2018 Registration Document, the 2020 Half-Year Financial Report and the 2020 Consolidated Financial Statements are available on the website of the Issuer (<https://www.se.com/ww/en/about-us/investor-relations/regulatory-information/annual-reports.jsp>). Such English translations are available for information purposes only and are not incorporated by reference in this Base Prospectus. Only the French versions of the 2019 Universal Registration Document, the 2018 Registration Document, the 2020 Half-Year Financial Report and the 2020 Consolidated Financial Statements may be relied upon.

<b>Commission Delegated Regulation –Annex 7</b>	<b>2020 Consolidated Financial Statements</b>	<b>2020 Half-Year Financial Report</b>	<b>2019 Universal Registration Document</b>	<b>2018 Registration Document</b>
<b>A7.2 STATUTORY AUDITORS</b>				
A7.2.1 Names and addresses of the Issuer's auditors for the period covered by the historical financial information (together with their membership in a professional body).			Page 444	
A7.2.2 If auditors have resigned, been removed or not been re-appointed during the period covered by the historical financial information, details if material.			Not applicable	
<b>A7.3 RISK FACTORS</b>				
A7.3.1 A description of the material risks that are specific to the Issuer and that may affect the Issuer's ability to fulfil its obligations under the securities, in a limited number of categories, in a section headed 'Risk Factors'.  In each category the most material risks, in the assessment of the Issuer, offeror or person asking for admission to trading on a regulated market, taking into account the negative impact on the Issuer and the probability of their occurrence, shall be set out first. The risk factors shall be corroborated by the content of the registration document.		Page 22	Pages 63 to 81	
<b>A7.4 INFORMATION ABOUT THE ISSUER</b>				
A7.4.1 <b><u>History and development of the Issuer:</u></b>				
A7.4.1.1 the legal and commercial name of the Issuer;			Page 392	

Commission Delegated Regulation –Annex 7	2020 Consolidated Financial Statements	2020 Half-Year Financial Report	2019 Universal Registration Document	2018 Registration Document
A7.4.1.2 the place of registration of the Issuer and its registration number and legal entity identifier ('LEI');			Page 392	
A7.4.1.3 the date of incorporation and the length of life of the Issuer, except where indefinite; and			Page 392	
A7.4.1.4 the 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 (or principal place of business if different from its registered office) and website of the Issuer, if any, with a disclaimer that the information on the website does not form part of the prospectus unless that information is incorporated by reference into the prospectus.			Page 392	
<b>A7.5 BUSINESS OVERVIEW</b>				
A7.5.1 <b><u>Principal activities:</u></b>				
A7.5.1.1 A brief description of the Issuer's principal activities stating the main categories of products sold and/or services performed; and			Pages 2-3 and 22 to 31	
A7.5.1.2 The basis for any statements in the registration document made by the Issuer regarding its competitive position.			Pages 10-11, 20-21, 32-37 and 216-217	
<b>A7.6 ORGANISATIONAL STRUCTURE</b>				
A7.6.1 If the Issuer is part of a group, a brief description of the group and the Issuer's position within the group. This may be in the form of, or accompanied by, a diagram of the organisational structure if this helps to clarify the structure.			Pages 355 to 361, 381 and 386-387	
A7.6.2 If the Issuer is dependent upon other entities within the group, this must be clearly stated together with an explanation of this dependence.			Not applicable	
<b>A7.9 ADMINISTRATIVE, MANAGEMENT, AND SUPERVISORY BODIES</b>				
A7.9.1 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				

Commission Delegated Regulation –Annex 7	2020 Consolidated Financial Statements	2020 Half-Year Financial Report	2019 Universal Registration Document	2018 Registration Document
<p>where these are significant with respect to that Issuer:</p> <p>(a) members of the administrative, management or supervisory bodies;</p> <p>(b) partners with unlimited liability, in the case of a limited partnership with a share capital.</p>			<p>(a) Pages 226 to 234</p> <p>(b) Not Applicable</p>	
<p>A7.9.2 <b><u>Administrative, Management, and Supervisory bodies conflicts of interests</u></b></p> <p>Potential conflicts of interests between any duties to the Issuer 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, a statement to that effect must be made.</p>			Page 258	
<p>A7.10 <b>MAJOR SHAREHOLDERS</b></p>				
<p>A7.10.1 To the extent known to the Issuer, state whether the Issuer is directly or indirectly owned or controlled and by whom and describe the nature of such control and describe the measures in place to ensure that such control is not abused.</p>			Page 398	
<p>A7.10.2 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.</p>			Not applicable	
<p>A7.11 <b>FINANCIAL INFORMATION CONCERNING THE ISSUER'S ASSETS AND LIABILITIES, FINANCIAL POSITION AND PROFITS AND LOSSES</b></p>				
<p>A7.11.1 <b><u>Historical Financial Information</u></b></p> <p>Historical financial information covering the latest two financial years (at least 24 months) or such shorter period as the Issuer has been in operation and the audit report in respect of each year.</p> <p>(a) balance sheet;</p> <p>(b) income statement;</p> <p>(c) cash flow statement; and</p>	<p>Pages 1 to 22</p> <p>Pages 4-5</p> <p>Pages 1-2</p> <p>Page 3</p>	<p>Pages 1 to 16</p> <p>Pages 4-5</p> <p>Pages 1-2</p> <p>Page 3</p>	<p>Pages 308 to 366</p> <p>Pages 311-312</p> <p>Pages 308-309</p> <p>Page 310</p>	<p>Pages 274 to 331</p> <p>Pages 279-280</p> <p>Pages 276-277</p> <p>Page 278</p>

<b>Commission Delegated Regulation –Annex 7</b>	<b>2020 Consolidated Financial Statements</b>	<b>2020 Half-Year Financial Report</b>	<b>2019 Universal Registration Document</b>	<b>2018 Registration Document</b>
(d) accounting policies and explanatory notes.	Pages 7 to 57	Pages 7 to 16	Pages 314 to 361	Pages 282 to 327
A7.11.2 <b><u>Auditing of historical annual financial information</u></b>				
A7.11.2.1 A statement that the historical financial information has been audited.  If audit reports on the historical financial information contain qualifications, modifications of opinion, disclaimers or an emphasis of matter, such qualifications, modifications, disclaimers or emphasis of matter must be reproduced in full and the reasons given.		Page 25	Pages 362 to 366	Pages 328 to 331
A7.11.5 <b><u>Legal and arbitration proceedings</u></b>  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.		Page 22	Pages 77, 353 and 377	
A7.12 <b>MATERIAL CONTRACTS</b>				
A7.12 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.			Not applicable	

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

<b>EMTN Previous Conditions</b>	
2013 EMTN Conditions	Pages 54 to 82
2014 EMTN Conditions	Pages 51 to 81
2015 EMTN Conditions	Pages 57 to 88
2016 EMTN Conditions	Pages 62 to 94

<b>EMTN Previous Conditions</b>	
2017 EMTN Conditions	Pages 63 to 92
2018 EMTN Conditions	Pages 30 to 66
2019 EMTN Conditions	Pages 30 to 67

Information contained in the Documents Incorporated by Reference other than information listed in the table above is for information purposes only.”

## RECENT DEVELOPMENTS

The section entitled "**Recent developments**" appearing on pages 72 to 81 of the Base Prospectus is completed by the following press releases published by the Issuer respectively on 17 November 2020 and 11 February 2021.

### Schneider Electric announces the success of the offering of its first sustainability-linked bonds convertible into new shares and/or exchangeable for existing shares (OCEANES) due 2026 for a nominal amount of approximately €650 million

**Rueil-Malmaison (France), 17 November 2020** – Schneider Electric (ISIN Code: FR0000121972, Vigeo ESG Rating 66/100, MSCI Rating AAA) (the "**Company**") announces today the success of the offering of its first sustainability-linked senior unsecured bonds convertible into new shares and/or exchangeable for existing shares of the Company (OCEANES) due 2026 (the "**Bonds**"), by way of a placement to qualified investors (within the meaning of the Prospectus Regulation (as defined below)) only in accordance with Article L. 411-2-1° of the French *Code monétaire et financier*, for a nominal amount of €650,000,019.68 (the "**Offering**"). The Bonds are expected to be rated A- by Standard and Poor's.

The net proceeds of the Offering will be used by the Company for general corporate purposes.

Hilary Maxson, Schneider Electric's CFO commented "*We are happy to announce our first sustainability linked convertible bond today. This bond issuance is linked with our new 5-year Schneider Sustainability Impact 2021-25 announced yesterday as part of our ESG Investor Day and demonstrates the focus and commitment of the Group to ESG across its operations, business and culture and as a catalyst for its future growth.*"

#### Main terms of the Bonds

The Bonds will not bear interest (zero-coupon) and will be issued at an issue price of €190.11, i.e. 107.75% of their nominal value, resulting in an annual gross yield-to-maturity of (1.33)% (excluding any potential sustainability-linked Premium Payment Amount (as defined below)). The nominal unit value of the Bonds has been set at €176.44, corresponding to a premium of 50% above the Company's reference share price on the regulated market of Euronext in Paris ("**Euronext Paris**")<sup>1</sup>.

The settlement-delivery of the Bonds is expected to take place on 24 November 2020 (the "**Issue Date**").

Unless previously converted, exchanged, redeemed or purchased and cancelled, the Bonds will be redeemed at par on 15 June 2026 (or on the following business day if this date is not a business day) (the "**Maturity Date**").

In line with Schneider Electric's Sustainability-Linked Financing Framework, if the average sustainability performance score<sup>2</sup>, which should be published by the Company together with the 2025 annual audited financial statements and no later than 28 February 2026, (the "**Sustainability Performance Target**")

<sup>1</sup> The reference share price is equal to the volume-weighted average price (VWAP) of Schneider Electric's shares recorded on Euronext Paris from the launch of the Offering today until the determination of the final terms (pricing) of the Bonds on the same day, i.e. €117.6266.

<sup>2</sup> Calculated as the arithmetic average of the three key performance indicators' ("**Key Performance Indicators**" or "**KPIs**") scores obtained as of 31 December 2025 (the "**KPI Average Score**"). For each KPI, the relevant score is obtained by linear interpolation after converting each KPI's performance (based on each KPI's KPI Base Performance and Sustainability Performance Target, as reported in the Appendix below) on a 10 point scale, rounded down to the second decimal.

**Date**”) does not reach a minimum level by 31 December 2025, Schneider Electric shall pay in respect of each Bond an amount equal to €0.88, representing 0.50% of their nominal unit value (the **“Premium Payment Amount”**) on either (i) the delivery date of the shares in respect of the Bonds where the exercise date falls after the Sustainability Performance Target Date, (ii) the relevant early redemption date where the date of notification of the early redemption falls after the Sustainability Performance Target Date, or (iii) for Bonds not converted, exchanged or redeemed as provided in (i) and (ii) above, the Maturity Date.

The Bonds may be redeemed prior to maturity at the option of the Company, under certain conditions.

In particular, the Bonds may be fully redeemed at par plus any applicable Premium Payment Amount at the Company’s option at any time from 15 January 2024 (inclusive), subject to a prior notice of at least 30 (but not more than 60) calendar days, if the arithmetic mean, calculated over a period of 10 consecutive trading days, chosen by the Company from among the 20 consecutive trading days ending on (and including) the trading day immediately preceding the day of the publication of the early redemption notice, of the daily products on each of such 10 consecutive trading days of the volume weighted average price of the Company’s shares on Euronext Paris and the applicable conversion/exchange ratio on each such trading day, exceeds 130% of the nominal value of each Bond.

Bondholders will be granted the right to convert or exchange the Bonds into new and/or existing shares of the Company (the **“Conversion/Exchange Right”**) which they may exercise at any time from the day (inclusive) following the 40<sup>th</sup> day after the Issue Date (i.e., 4 January 2021) up to the 7<sup>th</sup> business day (inclusive) preceding the Maturity Date or, as the case may be, the relevant early redemption date.

The initial conversion/exchange ratio is set at one share per Bond, subject to standard adjustments, including anti-dilution and dividend protections, as described in the terms and conditions of the Bonds. Upon exercise of their Conversion/Exchange Right, bondholders will receive at the option of the Company new and/or existing shares of the Company carrying in all cases all rights attached to existing shares of the Company as from the date of delivery.

Application will be made for the admission of the Bonds to trading on Euronext Access<sup>TM</sup> of Euronext in Paris to occur within 30 calendar days from the Issue Date.

### **Legal framework of the Offering and placement**

The Bonds are being issued by way of a placement to qualified investors only (within the meaning of Regulation (EU) 2017/1129 (as amended, the **“Prospectus Regulation”**)), in accordance with Article L. 411-2-1° of the French *Code monétaire et financier*, as per the authorization granted by the Company’s extraordinary general meeting held on 25 April 2019 (20<sup>th</sup> resolution), in France and outside of France (excluding, in particular, the United States of America, Australia, Japan, Canada or South Africa), without an offer to the public (other than to qualified investors) in any country (including France).

Existing shareholders of the Company shall have no preferential subscription rights, and there will be no priority subscription period, in connection with the issuance of the Bonds or the underlying new shares of the Company issued upon conversion.

### **Lock-up undertakings**

In the context of the Offering, the Company agreed to a lock-up undertaking with respect to its shares and securities giving access to the share capital for a period starting from the announcement of the final terms of the Bonds and ending 90 calendar days after the Issue Date, subject to certain customary exceptions or waiver from the Sole Global Coordinator.

### **Dilution**

As a result of the Offering for a principal amount €650,000,019.68 represented by 3,683,972 Bonds each with a par value of €176.44, based on the initial conversion/exchange ratio, the potential dilution would represent approximately 0.65% of the Company’s outstanding share capital if the Conversion/Exchange Right was exercised for all the Bonds and the Company decided to only deliver new shares upon exercise of the Conversion/Exchange Right.

## Available information

Neither the offering of the Bonds, nor the admission of the Bonds to trading on Euronext Access™ is subject to a prospectus approved by the French *Autorité des marchés financiers* (the “**AMF**”). No key information document required by the PRIIPs Regulation (as defined below) has been or will be prepared. Detailed information about Schneider Electric, including its business, results, prospects and the risk factors to which Schneider Electric is exposed are described in the Company’s universal registration document (*Document d’enregistrement universel*) for the financial year ended 31 December 2019, filed by the Company with the AMF on 17 March 2020 under No. D.20-0137; the Company’s half-year financial report as at 30 June 2020 and the quarterly revenues press release as at 30 September 2020; which are all available on the Company’s website ([www.se.com](http://www.se.com)).

## Important information

This press release does not constitute or form part of any offer or solicitation to purchase or subscribe for or to sell securities to any person in the United States, Australia, Japan, Canada or South Africa or in any jurisdiction to whom or in which such offer is unlawful, and the Offering of the Bonds is an offer to the public in any jurisdiction including France, other than to qualified investors within the meaning of the Prospectus Regulation, or an offer to retail investors as such term is defined below.

*Note: The English version of this press release may differ from the French version for regulatory reasons.*

## About Schneider Electric:

Schneider Electric’s purpose is to **empower all to make the most of our energy and resources, bridging progress and sustainability** for all. We call this Life Is On.

Our mission is to be your **digital partner for Sustainability and Efficiency**.

We drive digital transformation by integrating world-leading process and energy technologies, end-point to cloud connecting products, controls, software and services, across the entire lifecycle, enabling integrated company management, for homes, buildings, data centers, infrastructure and industries.

We are the **most local of global companies**. We are advocates of open standards and partnership ecosystems that are passionate about our shared **Meaningful Purpose, Inclusive and Empowered** values.

[www.se.com](http://www.se.com)

Discover Life Is On

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## Appendix – Summary of the scoring approach

Key Performance Indicator	KPI Base Performance <sup>3</sup> (corresponding score of 3/10)	Sustainability Performance Target (corresponding score of 10/10)
KPI 1: saved and avoided CO <sub>2</sub> emissions to our customers	280 megatons	800 megatons
KPI 2 : gender diversity from hiring to front-line managers and leadership teams	2.a. 43% women hiring, 2.b. 25% women among front-line managers, 2.c. 23% women in leadership teams	2.a. 50% women hiring, and 2.b. 40% women among front-line managers, and 2.c. 30% women in leadership teams
KPI 3 : number of underprivileged people trained in energy management	268,000	1 million

### Disclaimer

No communication or information relating to the offering of the Bonds may be transmitted to the public in a country where there is a registration obligation or where an approval is required. No action has been or will be taken in any country in which such registration or approval would be required. The issuance or the subscription of the Bonds may be subject to legal and regulatory restrictions in certain jurisdictions; none of Schneider Electric and the financial intermediaries assumes any liability in connection with the breach by any person of such restrictions.

This press release is an advertisement and not a prospectus within the meaning of Regulation (EU) 2017/1129 (the “**Prospectus Regulation**”). This press release is not an offer to the public other than to qualified investors in any jurisdiction, including France.

The Bonds have been offered only by way of a placement in France and/or outside France (excluding the United States of America, Australia, Canada, Japan and South Africa), solely to qualified investors as defined in Article 2 point (e) of the Prospectus Regulation and pursuant to Articles L. 411-1 and L. 411-2 of the French *Code monétaire et financier*. There will be no public offering in any country (including France) in connection with the Bonds, other than to qualified investors. This press release does not constitute a recommendation concerning the Bonds. The value of the Bonds and the shares of Schneider Electric can decrease as well as increase. Potential investors should consult a professional adviser as to the suitability of the Bonds for the person concerned.

### Prohibition of sales to European Economic Area and United Kingdom retail investors

No action has been undertaken or will be undertaken to make available any Bonds to any retail investor in the European Economic Area or in the United Kingdom. For the purposes of this provision: (a) the expression “retail investor” means a person who is one (or more) of the following: (i) a retail client as defined in point (11) of Article 4(1) of Directive 2014/65/EU (as amended, “**MiFID II**”); or (ii) a customer within the meaning of Directive (EU) 2016/97, as amended, where that customer would not qualify as a professional client as defined in point (10) of Article 4(1) of MiFID II; or (iii) not a “qualified investor” as defined in the Prospectus Regulation; and (b) the expression “offer” includes the communication in any form and by any means of sufficient information on the terms of the offer and the Bonds to be offered so as to enable an investor to decide to purchase or subscribe the Bonds.

<sup>3</sup> Estimated performance as of 31 December 2020. The KPI Base Performance might be adjusted following the publication of the actual performance of the KPIs as of 31 December 2020 along with the 2020 universal registration document of the Company, as verified by EY & Associés.

Consequently no key information document required by Regulation (EU) No 1286/2014 (as amended, the "**PRIIPs Regulation**") for offering or selling the Bonds or otherwise making them available to retail investors in the European Economic Area or in the United Kingdom has been prepared and therefore offering or selling the Bonds or otherwise making them available to any retail investor in the European Economic Area or in the United Kingdom may be unlawful under the PRIIPs Regulation.

MIFID II product governance / Retail investors (France only), professional investors and ECPs target market – Solely for the purposes of each manufacturer's product approval process, the target market assessment in respect of the Bonds has led to the conclusion that: (i) the target market for the Bonds is retail investors in France, eligible counterparties and professional clients, each as defined in MiFID II; and (ii) all channels for distribution of the Bonds to retail investors in France, eligible counterparties and professional clients are appropriate. Any person subsequently offering, selling or recommending the Bonds (a "**distributor**") should take into consideration the manufacturers' target market assessment; however, a distributor subject to MiFID II is responsible for undertaking its own target market assessment in respect of the Bonds (by either adopting or refining the manufacturers' target market assessment) and determining appropriate distribution channels. For the avoidance of doubt, even if the target market includes retail investors in France, the manufacturers have decided that the Bonds have been offered, as part of the initial offering, only to eligible counterparties and professional clients.

#### France

The Bonds have not been and will not be offered or sold or cause to be offered or sold, directly or indirectly, to the public in France other than to qualified investors. Any offer or sale of the Bonds and distribution of any offering material relating to the Bonds have been and will be made in France only to qualified investors (*investisseurs qualifiés*), as defined in Article 2 point (e) of the Prospectus Regulation, and in accordance with, Articles L.411-1 and L.411-2 of the French *Code monétaire et financier*.

#### United Kingdom

This press release is addressed and directed only (i) to persons located outside the United Kingdom, (ii) to investment professionals as defined in Article 19(5) of the Financial Services and Markets Act 2000 (Financial Promotion) Order 2005, as amended (the "**Order**"), (iii) to high net worth companies, and other persons to whom it may lawfully be communicated, falling within by Article 49(2) (a) to (d) of the Order (the persons mentioned in paragraphs (i), (ii) and (iii) all deemed relevant persons (the "**Relevant Persons**"). The Bonds and, as the case may be, the shares to be delivered upon exercise of the conversion rights (the "**Financial Instruments**"), are intended only for Relevant Persons and any invitation, offer or agreement related to the subscription, tender, or acquisition of the Financial Instruments may be addressed and/or concluded only with Relevant Persons. All persons other than Relevant Persons must abstain from using or relying on this document and all information contained therein.

This press release is not a prospectus which has been approved by the Financial Conduct Authority or any other United Kingdom regulatory authority for the purposes of Section 85 of the Financial Services and Markets Act 2000.

#### United States of America

The Bonds and the shares deliverable upon conversion or exchange of the Bonds described in this press release have not been, and will not be, registered under the U.S. Securities Act of 1933, as amended (the "**Securities Act**"), or the securities laws of any State of the United States, and such securities may not be offered, sold, pledged or otherwise transferred in the United States or to, or for the account or benefit of, US persons absent registration under the Securities Act or pursuant to an available exemption from, or in a transaction not subject to, the registration requirements thereof and applicable state or local securities laws. The securities of Schneider Electric have not been and will not be registered under the Securities Act and Schneider Electric does not intend to make a public offer of its securities in the United States. Terms used in this paragraph have the meanings given to them by Regulation S under the Securities Act.

#### Australia, Canada, Japan and South Africa

The Bonds may not and will not be offered, sold or purchased in Australia, Canada, Japan or South Africa. The information contained in this press release does not constitute an offer of securities for sale in Australia, Canada, Japan or South Africa. The distribution of this press release in certain countries may constitute a breach of applicable law.

**Strong execution and resilient business model drives H2 rebound to cap signature 2020 performance: Revenue €25.2bn, Gross Margin at 12-year high of 40.4%, Adj. EBITA margin expanding +20bps org. Record high FCF of €3.7bn**

- **FY20 revenues -4.7% org. with successive growth quarters in H2**
- **Q4 up +0.8% org., with growth in most geographies; Energy Management +1.2% org., Industrial Automation -0.8% org.; Software and Services +5.8% org.**
- **FY20 Adj. EBITA €3.9 billion; Adj. EBITA Margin 15.6%, up +20 bps org.**
- **Record FCF of €3.7 billion; second successive year above €3 billion**
- **Progressive dividend<sup>4</sup> at €2.60/share**
- **2018-2020 Schneider Sustainability Impact program successful with score of 9.32/10 despite pandemic; ambitious new targets for 2021-2025 unveiled**
- **A year of transformational acquisitions for future growth, focus now on integration and synergies; disposal program ongoing, as per plan**
- **2021 Target: Adj. EBITA org. growth between +9% and +15%, driven by +5% to +8% org. revenue growth and +60bps to +100bps org. Adj. EBITA margin improvement**

Rueil-Malmaison (France), February 11, 2021 - Schneider Electric announced today its fourth quarter revenues and full year results for the period ending December 31, 2020.

Key figures (€ million)	2019 FY	2020 FY	Reported Change	Organic Change
Revenues	27,158	<b>25,159</b>	-7.4%	-4.7%
Adjusted EBITA % of revenues	4,238 15.6%	<b>3,926</b> <b>15.6%</b>	-7.4% <i>flat</i>	-3.6% <b>+20 bps</b>
Net Income (Group share)	2,413	<b>2,126</b>	-12%	
Free Cash Flow	3,476	<b>3,673</b>	+6%	
Adjusted Earnings Per Share	5.32	<b>4.72</b>	-11%	-4.9%

Jean-Pascal Tricoire, Chairman and CEO, commented:

*“2020 has been a defining year for Schneider with intensive and agile execution ensuring a strong finish. It has also been a year where we have accelerated our strategic moves and made Schneider future ready. At Schneider our first priority has been on health and safety of our own people and communities in which we operate, and to support critical infrastructure across countries and industries, crystalizing our mission of ‘Life Is On’. Our multi-local operating model has enabled us to rebound with local agility. In H2, we*

<sup>4</sup> Subject to Shareholder approval on April 28, 2021

*executed strongly, resumed growth on sales and stepped up profitability vs. pre-COVID levels of H2 2019 by 140 bps organic. The full year 2020 was a standout year with a profit margin of 15.6%, expanding organically against last year and a record cash generation. This enables us to compensate our people for their efforts during the crisis and to propose a payout to our shareholders consistent with our longstanding progressive dividend policy and further to the dividend we paid in 2020.*

*In 2020, we were also nimble to accelerate our transformation journey and future-proof our Group. We completed our transaction to acquire the Electrical & Automation business of Larsen & Toubro, building the foundation of a much stronger development in India. We also constructed defining deals in software with the completed acquisitions of RIB Software and ProLeiT, the strategic investment in Planon, the proposed acquisition of ETAP, and in supporting AVEVA with their proposed acquisition of OSIsoft. We are uniquely placed to address the needs of our customers across the lifecycle of their projects and installations. In parallel, we continue to prepare actions to further progress on our disposal program of €1.5 - €2.0bn of revenues by the end of 2022.*

*We witnessed a step-change in our customer's adoption of digitization and sustainability, supporting our solutions for an all digital, all electric world, transitions we enable with more products, more software, more services and better systems. In Q4 we shared our commitment and leadership on sustainability through our dedicated ESG Investor Day. Our efforts have been recognized throughout the year with industry-leading scores in multiple ESG ratings. We have successfully completed our three-year Schneider Sustainability Impact 2018-2020 program and continue to raise the bar with our ambitious five-year 2021-25 sustainability impact program.*

*Looking ahead, a year of action in 2020 has prepared the ground for a continuation of strong execution in 2021. We are well positioned in our end-markets, our portfolio, our model and organization to grow our business and deliver to our customers digital solutions for efficiency and sustainability across the lifecycle. We today announce our 2021 financial target in line with our previously stated ambition to achieve c.17% Adjusted EBITA margin by 2022.”*

## **I. FOURTH QUARTER REVENUES WERE UP +1% ORGANIC**

2020 Q4 revenues were **€7,126 million**, up **+0.8%** organically and down **-2.5%** on a reported basis.

**Products (59% of FY20 Group revenues)** grew +1% organic in Q4, with continued good demand for Residential & Small buildings offers combined with a positive impact from the Infrastructure end-market supporting solid growth in Energy Management. In Industrial Automation product sales were slightly down in the quarter. The Group continues to leverage its multi-local approach and unrivaled partner network to deliver growth in product revenues.

**Systems (24% of FY20 Group revenues)** decreased -4% organic in Q4. In Energy Management, systems revenues were around flat, with good demand for modular data centers and project activity in several geographies helping to compensate for softness in other areas. In Industrial Automation systems demand continued to be soft, mainly in relation to Process Automation markets.

**Software & Services (17% of FY20 Group revenues)** grew +6% organic in Q4 with a good sequential recovery in Software benefitting from the renewal of several large contracts of AVEVA along with recognition of specific projects that were delayed from Q3, and a good underlying performance for the quarter for both Industrial and Energy Management software. Services were up in the quarter, with both businesses growing. Digitally enabled services grew well thanks to strong contribution from the Group's Energy and Sustainability Services business. Field Services was resilient despite new lockdowns in some countries in the quarter.

**Digital update:** The Group continues to prioritize and track digital adoption with good progress in the growth of Assets under Management (AuM), reaching 4.2 million, up c.+45% year-on-year by the end of December 2020. Through 2020, the Group delivered an acceleration of its e-commerce channel sales, and a growing proportion of distributor sales are now digitally enabled.

The breakdown of revenue by business and geography was as follows:

€ million		Q4 2020		
		Revenues	Organic Growth	Reported Growth
<b>Energy Management</b>	North America	1,630	+2.6%	-5.3%
	Western Europe	1,445	+0.6%	-0.8%
	Asia Pacific	1,645	+0.3%	+7.2%
	Rest of the World	864	+1.3%	-9.5%
	<b>Total Energy Management</b>	<b>5,584</b>	<b>+1.2%</b>	<b>-1.5%</b>
<b>Industrial Automation</b>	North America	271	-11.7%	-18.5%
	Western Europe	511	+2.5%	+2.7%
	Asia Pacific	505	+6.1%	+1.0%
	Rest of the World	255	-6.6%	-18.5%
	<b>Total Industrial Automation</b>	<b>1,542</b>	<b>-0.8%</b>	<b>-6.1%</b>
<b>Group</b>	North America	1,901	+0.2%	-7.4%
	Western Europe	1,956	+1.1%	+0.1%
	Asia Pacific	2,150	+1.8%	+5.6%
	Rest of the World	1,119	-0.7%	-11.7%
	<b>Total Group</b>	<b>7,126</b>	<b>+0.8%</b>	<b>-2.5%</b>

€ million		FY 2020		
		Revenues	Organic Growth	Reported Growth
<b>Energy Management</b>	North America	6,127	-3.8%	-6.9%
	Western Europe	4,880	-4.2%	-6.2%
	Asia Pacific	5,522	-5.4%	-4.5%
	Rest of the World	2,815	-4.8%	-14.2%
	<b>Total Energy Management</b>	<b>19,344</b>	<b>-4.5%</b>	<b>-7.2%</b>
<b>Industrial Automation</b>	North America	1,114	-10.8%	-13.9%
	Western Europe	1,756	-8.4%	-9.1%
	Asia Pacific	1,987	-0.5%	-1.8%
	Rest of the World	958	-1.9%	-9.8%
	<b>Total Industrial Automation</b>	<b>5,815</b>	<b>-5.3%</b>	<b>-7.9%</b>
<b>Group</b>	North America	7,241	-4.9%	-8.0%
	Western Europe	6,636	-5.3%	-7.0%
	Asia Pacific	7,509	-4.1%	-3.8%
	Rest of the World	3,773	-4.1%	-13.1%
	<b>Total Group</b>	<b>25,159</b>	<b>-4.7%</b>	<b>-7.4%</b>

#### GOOD PERFORMANCE IN ENERGY MANAGEMENT IN Q4 UP +1% ORG.

Energy Management delivered organic growth in all regions for a second successive quarter. Performance was relatively stable within the quarter. The carry-over impact of price increases made around the middle of the year contributed to the organic sales growth. The Group sells its Energy Management offers in conjunction with Industrial Automation primarily in the Industrial and Infrastructure end-markets. The main drivers of growth in the four end-markets were as follows:

- **Buildings** – Residential construction was the main contributor to organic sales growth in most regions, showing positive growth trends since the end of Q2 in both New Build and Renovation, supported by low mortgage rates, government incentives in certain countries, increased consumer spending and working from home trends reflected through increased demand in DIY channels. The Group's sales to Non-Residential buildings across Hospitals, Healthcare, Life Science, Pharmaceutical, Warehouse/Distribution and Government/Education continued to perform well in Q4 with investments largely unaffected by changing trends as a result of COVID-19.
- **Data Center (DC)** – The Group saw strong revenue growth from the DC end-market in the quarter notwithstanding the high base of comparison from Q4 2019. The Group's DC offering across the full spectrum of product, systems, software and services saw good demand throughout the year across geographies. The demand is supported by factors including increased internet traffic, roll-out of 5G, the increased use of video/virtual meeting platforms and automation/digitization trends in nearly all aspects of business and industry. The Group continues to provide a unique suite of solutions (incorporating Energy Management technologies coupled with AVEVA visualization tools) for customers across all types of data center, from the large off-premise installation through to more localized or Edge solutions where there is increased demand for lower latency, higher fidelity and data security.
- **Infrastructure** – Demand for the Group's offers from the Electric Utility segment has been strong throughout 2020, and revenues in Q4 benefitted from growth in services related to Smart Grid and for medium voltage power systems in many geographies. Some short-term headwinds, mostly attributed to COVID-19 related factors, impacted growth in specific countries in the Middle East and in East Asia. The Group's focus and compelling offering for Smart Grids and Microgrids saw good traction with increased demand boosted by growing adoption of renewable energy and increased emphasis on sustainability factors. The Groups' offers for the transportation segment (rail, road, ports and airports) as well as other infrastructure projects grew in specific countries though lockdowns through the year did impact the timing of several projects.
- **Industry** – Sales to Discrete end-markets were strong in several countries with OEM/machinery and logistics segments witnessing improved demand in Q4. Field services sales recovered towards the end of the year as lockdown restrictions impacted less and customers focused on ensuring real time data and resilience from their installations. Sales to Process end-markets continue to remain challenged, impacted by the weak oil price and reduced demand due to COVID-19, however mitigated somewhat by the Group's integrated offer (incorporating Industrial Automation and Software) across the entire lifecycle with particular focus on Opex to drive efficiency and sustainability. Within Hybrid, Consumer Packaged Goods (CPG) which includes Food & Beverage, Life Science and Pharma, saw strong demand supported also by the on-going health crisis.

#### **Trends for Energy Management, by geography:**

**North America** (29% of Q4 revenues) was up +2.6% organic. The U.S. saw good growth, offset by Mexico which was down double-digit while Canada was solid. Sequentially, Q4 was an improvement on Q3 in the region. Pricing actions taken around the middle of the year supported the revenue growth across the region. Performance was driven by the U.S., which continued to ramp-up supply-chain capacity through the quarter to serve strong demand driven mainly by Residential markets. The high base of comparison in Data Center sales continued into Q4 but demand fundamentals continued, reflected by a strong order intake. Field Services continued to be an area of focus with the Group continuing to invest in enhancing commercial coverage. In Canada performance was mainly attributable to Residential and Data Center. Mexico was impacted by its currency weakness and COVID-19 related delays in construction.

**Western Europe** (26% of Q4 revenues) was up +0.6% organic. Within the quarter, monthly performance was relatively stable. Germany delivered strong growth showing a sequential improvement against Q3, benefitting from good traction in Residential buildings and in Data Center. France performed well, slightly up in the quarter and improving sequentially on Q3, with positive momentum in Data Center and from some transportation and healthcare projects. Field services also showed good traction. The U.K. and Spain were slightly negative with Spain having improved on Q3 and U.K. being slightly worse. The U.K. saw a good recovery in Residential buildings supported by increased activity ahead of the end of the

Brexit transition period and in Data Center, but this was offset by softer demand in non-residential buildings. Performance in Spain benefitted from delivery on some infrastructure projects but was offset by declines in sales to the Residential end-market, which remained challenged. Italy was down, deteriorating against Q3 with softness seen in all end-markets due to tightening lockdowns, with only the Data Center end-market showing resilience. Elsewhere in the region Denmark performed strongly while Finland was weak due to a high base of comparison.

**Asia-Pacific** (29% of Q4 revenues) was up +0.3% organic. China continued to grow strongly, up high-single digit, driven by good demand trends in Commercial and Public buildings and a solid performance in Residential. The more consumer-oriented areas such as hotels and hospitality also continue to recover. The Data Center end-market performed well and Utilities showed positive demand trends. Australia saw good growth and sequential improvement quarter-on-quarter, as the lockdown in the state of Victoria was exited, helping to reinforce good demand in residential buildings across the country, and with good project execution in Data Center. India continues to progressively recover from the impact of significant COVID-19 lockdowns, but was slightly down in Q4 also impacted by the base of comparison. Indonesia was strongly down due to continued weakness in the utilities segment impacting business with large customers and with pressure on credit. Other parts of East Asia were also weak although to a lesser degree, with some softness in Singapore and South Korea partly offset by strong growth in Thailand.

**Rest of the World** (16% of Q4 revenues) was up +1.3% organic, contrasted by country but with many showing good growth trends. CIS grew strongly, up double-digit in Russia and showing good sequential improvement from Q3 due to a recovery in demand for both products and systems. Africa saw good growth, notably led by Egypt which grew strongly where the Group began to benefit from execution on a large infrastructure project, but with a mixed performance elsewhere in the continent. South America delivered solid growth, up low-single digit against a high base of comparison, with growth coming mainly from Brazil which saw strong demand in home improvement and from distributors, with e-commerce adoption in the region a factor. The Middle East remained a challenging business environment and was significantly down, notably in Saudi Arabia where project demand continued to be soft, but also in general across the region other than in Turkey which continued the trend of recent quarters and delivered strong growth supported by local commercial actions.

#### **INDUSTRIAL AUTOMATION -1% ORG. GROWTH IN Q4**

The Group delivered -0.8% organic growth in Industrial Automation in Q4, contrasted between a resilient performance in sales made to Discrete automation end-markets which were around flat in the quarter, and a weaker performance in sales to Process & Hybrid end-markets where a strong double-digit contribution from the Group's industrial software offering partly compensated for a continuation of weak demand for the Group's product and system offers. There was good traction in Services, which grew mid-single digit.

- Sales into Discrete end-markets, while resilient, were sequentially slightly lower than in Q3 and varied by geography. China remained the outstanding area of growth with strength in OEM demand, including in hoisting, material handling and packaging. In the U.S. the picture was more mixed, down overall but with pockets of demand in targeted segments of OEM.
- Process and Hybrid end-markets remain challenged, impacted by oil prices and consequently delayed investment decisions by customers and longer lead-times on projects, particularly impacting the Oil and Gas (O&G) segment. Sales of the Group's product and system offers were down at similar levels to Q3, while services showed some resilience. Certain segments such as Consumer-Packaged Goods (CPG) and Water Wastewater (WWW) saw good demand in the quarter. The Group's industrial software offer through AVEVA performed strongly in the quarter, benefitting from some scheduled subscription renewals and specific projects which had slipped from Q3 to Q4. The Group continues to offer OpEx solutions combining Schneider Electric and AVEVA to drive efficiency and sustainability for customers.

#### **Trends for Industrial Automation, by geography:**

**North America** (18% of Q4 revenues) was down -11.7% organic, with the U.S. weak, deteriorating from Q3. In Discrete markets, Industrial OEM remained soft but with growth in some targeted segments including machinery, packaging, medical related and semiconductors. Sales to Process Automation markets represented the larger decline as expected, including for Software which was also down. The smaller markets of Canada and Mexico were weak although with some resilience in Discrete end-markets in Canada.

**Western Europe** (33% of Q4 revenues) was up +2.5% organic, with several countries growing strongly thanks to good demand for the Group's Software offers, which led Process & Hybrid performance to be positive in the quarter. France, Italy and Norway were down on account of weak Discrete automation markets, although in France services performed well. The U.K. delivered strong sequential improvement vs. Q3 due to demand for Software offers in Process & Hybrid industries, with Discrete automation growing well. Germany was around flat overall but with OEM demand showing good sequential improvement against Q3. Spain was also around flat improving slightly on Q3.

**Asia-Pacific** (33% of Q4 revenues) was up +6.1% organic, with strong growth in China up double-digit for the third successive quarter, moderating slightly from the high of Q3 although demand momentum remained strong. In China, organic growth continued to be led by OEM demand from customers operating in both domestic and export markets. Within OEM, construction equipment and hoisting remained a key contributor to growth, while there was an acceleration of demand in material handling and packaging. Australia and South Korea each also saw strong growth, with both benefitting from a strong performance in Software. India and Japan were both down, with performance in India impacted by a high base of comparison in Process markets and showing sequential improvement vs. Q3. In Japan the performance was driven by weakness in demand for discrete automation.

**Rest of the World** (16% of Q4 revenues) was down -6.6% organic. Africa was weak in the quarter, down double-digit, with performance impacted by lower revenues from projects in Process Automation markets due to delayed investment decisions at customers. CIS was also down, mostly due to a high base of comparison in Russia in respect of Process & Hybrid markets. The Middle East continued to show some resilience, down slightly against a high base of comparison with contrast between areas of good demand such as Turkey which grew strongly in Discrete end-markets, and areas of weaker demand such as the UAE due to process markets which remain challenging. In contrast, South America continued to be an area of good growth despite a high base and saw sequential improvement vs. Q3. The performance was led by Brazil which performed well in Discrete markets, with good recovery of OEM demand and in the CPG segment.

#### **CONSOLIDATION<sup>5</sup> AND FOREIGN EXCHANGE IMPACTS IN Q4**

Net acquisitions / disposals had an impact of **+€156 million** or **+2.1%** of Group revenues. This includes the disposal of Converse Energy Projects and the deconsolidation of Electroshield Samara, along with the acquisitions of Larsen & Toubro E&A division, RIB Software and ProLeiT.

The impact of foreign exchange fluctuations was negative at **-€392 million** or **-5.4%** of Group revenues, primarily due to the strengthening of the Euro against the U.S. Dollar.

Based on current rates, the FX impact on FY 2021 revenues is estimated to be between **-€600 million** to **-€700 million**. The FX impact at current rates on adjusted EBITA margin for FY 2021 could be around **-10bps**.

## **II. FULL YEAR 2020 KEY RESULTS**

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5. Changes in scope of consolidation also include some minor reclassifications of offers among different businesses.

€ million	2019 FY	2020 FY	Reported Change	Organic change
<b>Revenues</b>	27,158	<b>25,159</b>	<b>-7.4%</b>	<b>-4.7%</b>
<b>Gross Profit</b>	10,735	<b>10,156</b>	<b>-5.4%</b>	<b>-3.2%</b>
<i>Gross profit margin</i>	39.5%	40.4%	+90bps	+60bps
<b>Support Function Costs</b>	(6,497)	<b>(6,230)</b>	<b>-4.1%</b>	<b>-2.9%</b>
<i>SFC ratio</i>	23.9%	24.8%	+90bps	+40bps
<b>Adjusted EBITA</b>	4,238	<b>3,926</b>	<b>-7.4%</b>	<b>-3.6%</b>
<i>Adjusted EBITA margin</i>	15.6%	15.6%	flat	+20bps
Restructuring costs	(255)	(421)		
Other operating income & expenses	(411)	(210)		
<b>EBITA</b>	3,572	<b>3,295</b>	<b>-8%</b>	
Amortization & impairment of purchase accounting intangibles	(173)	(207)		
<b>Net Income (Group share)</b>	2,413	<b>2,126</b>	<b>-12%</b>	
<b>Adjusted Net Income (Group share)<sup>6</sup></b>	2,933	<b>2,614</b>	<b>-11%</b>	<b>-4.4%</b>
<b>Adjusted EPS<sup>3</sup> (€)</b>	5.32	<b>4.72</b>	<b>-11%</b>	<b>-4.9%</b>
<b>Free Cash Flow</b>	3,476	<b>3,673</b>	<b>+6%</b>	

- **ADJUSTED EBITA MARGIN AT 15.6%, UP +20 BPS ORGANIC THANKS TO STRONG PRODUCTIVITY IN H2, RMI TAILWIND, PRICING ACTIONS AND STRONG DELIVERY OF SAVINGS**

**Gross profit** was down **-3.2%** organic, but with Gross margin improving by **+60bps** organic to **40.4%** in FY 2020 mainly driven by net price and productivity.

FY 2020 Adjusted EBITA reached **€3,926** million, decreasing organically by **-3.6%** and the Adjusted EBITA margin improved **+20 bps** organic at **15.6%**.

The key drivers contributing to the earnings change were the following (see appendix for H1/H2 view):

- Volume impact was negative, **-€558** million.
- The Group continued to execute on its Tailored, Sustainable & Connected (TSC) supply chain, contributing to an industrial productivity level of **+€219** million in FY 2020. While delivering a good level of productivity considering the negative volume environment, the Group was impacted by additional costs of air-freight and personal protective equipment and saw some temporary supply issues due to lockdown. The Group completed its TSC 4.0 program in 2020 and from 2021 embarks on a new program 'STRIVE' to take its already award-winning supply chain operation to the next level.
- The net price<sup>7</sup> impact was positive at **+€262** million in FY 2020. Gross pricing on products was positive at **+€188** million due to pricing actions taken in most geographies. In total, RMI was a tailwind at **+€74** million. The positive pricing actions taken around the middle of the year resulted in a strong net price performance of **+€181 million** in H2 2020. Considering the

6. See appendix Adjusted Net Income & Adjusted EPS

7. Price on products and raw material impact

evolution of commodity prices into 2021, the Group expects a resultant positive demand scenario in several commodity-linked geographies. However, the Group anticipates a negative RMI evolution in 2021.

- Cost of Goods Sold inflation was **-€87** million in FY 2020, of which the production labor cost and other cost inflation was **-€92** million, and a decrease in R&D in Cost of Goods Sold was **+€5** million.
- Support function costs decreased organically by **€171** million, or **-2.9%** organic in FY 2020 leading the overall SFC to Sales ratio to rise from 23.9% to 24.8%, higher organically by 40bps.

The reduction in support function cost was a result of agile and coordinated efforts to drive tactical savings (around €300 million) and accelerate on operational efficiency savings (structural actions saving around €350 million) for a total SFC saving in 2020 of c. €650 million. The Group saw a progressive decrease in the benefit from tactical savings over H2 2020 as expected, and these one-time savings can be expected to reverse in 2021. The ongoing operational efficiency actions for long-term effectiveness accelerated in H2 as per plan, and remain a focus of the Group in order to achieve the previously announced c. €1 billion in cumulative structural savings between 2020-2022. The Group is embracing the new ways of working post-crisis, using the learnings of 2020 to drive long term effectiveness.

- The impact of foreign currency decreased the adjusted EBITA by **-€191** million in FY 2020, mainly due to the strengthening of the Euro against the USD and several new economies' currencies.
- FY 2020 resulted in favorable mix of **+€51** million due to the balance of growth by geography, along with the relative growth rates of products, systems and software/services. In H2 2020 the Group continued to deliver a positive contribution from mix, however some of the drivers of positive mix in 2020 can be attributed to the specific circumstances of the year and may not repeat in 2021.
- The impact from scope & others was **-€179** million in FY 2020. Scope was a slight positive taking into account the effect of the acquisitions of L&T Electrical & Automation division, RIB Software and ProLeiT, along with the disposals of Pelco, Converse Energy Projects and the deconsolidation of Electroshield Samara. Others included some provisions for product risks and one-offs.

By business, the 2020 adjusted EBITA for:

- **Energy Management** generated an adjusted EBITA of €3,634 million, or **18.8%** of revenues, up c. +30bps organic (up +40bps reported), thanks to a strong contribution from productivity, a positive mix impact, and net price improvement (inclusive of raw material tailwinds), along with cost saving actions taken throughout the year. These positive impacts more than compensated for the impact of decreasing volumes. The performance included an improvement of c. +120bps organic in H2 for which net price and productivity were the main contributing factors.
- **Industrial Automation** generated an adjusted EBITA of €992 million, or **17.1%** of revenues, down c. -30bps organic (down -1.0pt reported), due mainly to the impact of decreasing volumes and cost inflation, which were partly offset by a strong contribution from productivity and net price improvement (inclusive of raw material tailwinds), along with cost saving actions taken throughout the year. The performance included an improvement of c. +120bps organic in H2 for which net price and productivity were the main contributing factors.
- **Central Functions & Digital Costs** in 2020 reduced by 6% to **€700 million** (€745 million in 2019), remaining stable as a percentage of Group revenues at 2.8% (2.7% of Group revenues in FY19). Within Central Functions and Digital Costs, the corporate cost element has been

decreasing at a higher rate than the remainder where digital and cybersecurity remain a focus of investment. Corporate costs remain at around 0.8% of Group revenues.

#### ▪ **ADJUSTED NET INCOME WAS DOWN -11%**

Restructuring charges were **-€421 million** in 2020, €166m higher than last year due to additional costs associated with delivering the Group's structural savings and cost efficiency plan. As announced at H1 2020, the group continues to anticipate restructuring costs in aggregate of between €1.15 and €1.25 billion in the period 2020-2022.

Other operating income and expenses had a negative impact of **-€210 million**, consisting mainly of some M&A and integration costs vs. -€411 million in 2019 which additionally included the loss on disposal of Pelco.

The amortization and impairment of intangibles linked to acquisitions was **-€207 million** compared to -€173 million last year. The increase was mostly driven by additional amortization linked with acquisitions made in the year, including RIB Software (for 6 months) and L&T E&A division (for 4 months).

Net financial expenses were **-€278 million**, €17 million higher than in 2019. The cost of debt was down slightly year-on-year, with the increase in financial expenses due mainly to the fair-value revaluation of financial assets and a reduction in dividends received from non-consolidated companies, mainly due to the divestment of a financial investment.

Income tax amounted to **-€638 million**, lower than last year by €52 million. The effective tax rate was 22.7%, in line with the expected range of ETR of 22%-24% in 2020.

There was no impact from discontinued operations in 2020, compared to -€3 million in 2019.

Share of profit on associates decreased slightly to **+€66 million**, from +€78 million last year. The Group share of Delixi net income was **+€73m**, up c.+€8m year-on-year, offset by a negative impact from other equity method investments.

As a result, Net Income (Group share) was **€2,126 million** in 2020, down -12% from 2019. The Adjusted Net Income<sup>8</sup> was **€2,614 million** in 2020, down -11% vs. 2019.

#### ▪ **FREE CASH FLOW REACHED €3.7 BILLION**

Free cash flow was exceptionally strong at **€3,673 million**, a record cash performance and the second successive year above €3 billion. The performance was supported by favorable working capital evolution typical of a lower growth environment and accentuated by certain favorable timing impacts from COVID-19. As indicated previously, the Group expects to have an average across the cycle free cash flow of around €3 billion (excluding impacts from IFRS 16).

Net capital expenditure of **€762 million** remained stable at ~3% of revenue. Changes in working capital were a significant contributor to the free cash flow, with a strong positive evolution in payables and receivables partly offset by an increase in inventory in preparation for 2021.

#### ▪ **BALANCE SHEET REMAINS STRONG**

Schneider Electric's net debt at 31 December 2020 amounted to **€3,561 million** (€3,792 million in December 2019) after payment of **€1.5 billion** in dividend, net acquisitions of **€2.4 billion** including in relation to RIB Software and L&T E&A division, and share buyback of c. **€50 million** in 2020.

The closing net debt at 31 December 2020 was lower due to a rights issue performed by AVEVA in December 2020 whereby the balance sheet includes funds in the amount of €1.1 billion raised

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<sup>8</sup> See appendix Adjusted Net Income and Adjusted EPS

from the minority holders of AVEVA. This operation was conducted in anticipation of payment by AVEVA of the consideration to acquire OSIsoft, which had not completed as of 31 December 2020.

▪ **CASH CONVERSION & PROPOSED DIVIDEND**

Cash conversion was 159% in 2020 (before the impact of IFRS 16) compared to 133% in 2019. Taken on a normalized basis, adjusting the Net Income (Group Share) for one-off non-cash items, cash conversion in 2019 was 121%.

The proposed dividend<sup>9</sup> is €2.60 per share, up 2.0% vs. 2019 and the Group maintains its progressive dividend policy despite the impacts of COVID-19 on the adjusted net income generated in the year. As a result, and due to the importance which the Group places on its commitment to a progressive dividend, the dividend payout ratio for FY20 will reach 55%, above the c.50% which has been typical in the recent past.

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<sup>9</sup> Subject to Shareholder approval on April 28, 2021

### III. PORTFOLIO UPDATES

During 2020, the Group has been nimble to accelerate its transformation journey making strong additions to its offerings for customers, enabled by software. Through Q3, 2020, the Group had completed acquisitions of RIB Software in July, L&T Electrical & Automation division and ProLeiT in August. Integration of the completed transactions is ongoing and remains on-track. Updates from transactions undertaken and announced in Q4 are provided below.

#### Acquisitions:

As announced on 28 January 2021 in respect of its acquisition of **OSIsoft**, AVEVA has received the antitrust and regulatory clearances required ahead of completion of the acquisition, with the exception of the approval of the Committee on Foreign Investments in the United States (CFIUS). With regard to CFIUS the parties to the acquisition have entered into a further 45-day period to allow more time for review and discussion. On completion, OSIsoft would be consolidated in the Group results through AVEVA as part of the Industrial Automation business.

The process to acquire a controlling stake in Operation Technology Inc. / ETAP Automation Inc. ("**ETAP**") announced on 16 November 2020 remains ongoing, and is anticipated to close in Q1 2021 subject to receiving the required regulatory approvals. On completion, ETAP would be consolidated as part of the Energy Management business.

The transaction to acquire a strategic minority investment in Planon Beheer B.V. ("**Planon**") announced on 16 November 2020 was completed on 17 December 2020. Schneider Electric owns 25% of Planon, and the investment will be accounted under the equity method starting from January 1<sup>st</sup> 2021.

#### Disposals:

The Group remains committed to its portfolio optimization program for disposals/deconsolidation of revenues of € 1.5bn to € 2.0bn.

There is no significant disposal to report in 2020 further to the revenues of €0.6 billion disposed in 2019. The initial timeline for this portfolio optimization program was originally by 2021. In light of the COVID-19 crisis, and as already stated during H1 2020 results, the Group expects a delay of around one year to this timeline though the preparation and work surrounding portfolio optimization continues. The Group expects to make renewed progress on the disposal program starting in H1 2021.

The impact of transactions completed in 2020 on the Adj. EBITA margin for 2021 would be around flat.

### IV. SCHNEIDER SUSTAINABILITY IMPACT

Schneider Electric has placed Sustainability at the core of its strategy for 15 years, constantly evolving and raising the bar, first with its series of Planet & Society barometers and most recently with its Schneider Sustainability Impact program. In 2020 the Group completed its most recent Schneider Sustainability Impact program (2018-2020) delivering a strong performance of 9.32 out of 10 by the end of the year (up from 8.63/10 at end-September) against its year-end target of at least 9/10, despite the disruptions caused by COVID-19.

The details of the performance are as below:

Our megatrends and SDGs	Our 21 goals 2018-2020	Overall score out of 10	Beginning 01/2018	Results Q4 2020	Target End 2020
			<b>3</b>	<b>9.32</b>	<b>9</b>
<b>CLIMATE</b> 	1. Renewable electricity 2. CO <sub>2</sub> efficiency in transportation 3. Million metric tons CO <sub>2</sub> saved on our customers' end thanks to EcoStruxure offers 4. Increase in turnover for our EcoStruxure Energy and Sustainability Services		–	80% ↑ 8.4% ↑ 134 ↑ 17.6% ↑	80% 10% 120 25%
<b>CIRCULAR ECONOMY</b> 	5. Sales under our new Green Premium program 6. Sites labeled towards zero waste to landfill 7. Cardboard and pallets for transport packing from recycled or certified sources 8. Metric tons of avoided primary resource consumption through ecoFit, recycling, and take-back programs		30.5% 140 50% –	76.7% ↑ 206 ↑ 99% → 157,588 ↑	75% 200 100% 120,000
<b>HEALTH &amp; EQUITY</b> 	9. Scored in our <i>Employee Engagement Index</i> 10. Medical incidents per million hours worked 11. Employees have access to a comprehensive well-being at work program 12. Employees are working in countries that have fully deployed our Family Leave policy 13. Workers received at least 15 hours of learning, and 30% of workers' learning hours are done digitally 14. White-collar workers have individual development plans 15. Employees are working in a country with commitment and process in place to achieve gender pay equity		65% 1.15 13% – – 32% 89%	69% → 0.58 ↑ 90% ↑ 100% ↑ 90% ↑ 92% ↑ 99.6% ↑	70% 0.88 90% 100% 100% <sup>(1)</sup> 90% 95%
<b>ETHICS</b> 	16. Increase in average score of ISO 26000 assessment for our strategic suppliers 17. Suppliers under Human Rights & Environment vigilance received specific on-site assessment 18. Sales, procurement, and finance employees trained every year on anti-corruption		– – –	+6.3 ↑ 374 ↑ 94% ↑	+5.5 pts 350 100%
<b>DEVELOPMENT</b> 	19. Turnover of our Access to Energy program 20. Underprivileged people trained in energy management 21. Volunteering days thanks to our VolunteerIn global platform		– 148,145 –	x1.64 ↑ 281,737 ↑ 18,469 ↑	X4 400,000 <sup>(1)</sup> 15,000

Impact highlights include:

- Delivery of 134 million tons CO<sub>2</sub> savings thanks to solid performance of digital solutions for efficiency and sustainability across the past 3 years. Although with a slight inflection with respect to previous years, in 2020, the biggest technology contributors remain Power Purchasing Agreements (PPA) and Variable Speed Drives (VSD)
- 281,000 people were trained in energy management (since 2009) through NGO partnerships, a great achievement despite training centers being temporarily closed due to social distancing measures and lockdowns
- Extending coverage of industry-leading Global Family Leave Policy to 100% of all-benefit eligible employees, an effort of utmost importance to support them in times when work-life balance is critical

The Group unveiled its new 5-year SSI 2021-2025 during an [Investor Day in November 2020](#), with a significant acceleration of previous targets. These ambitious targets, which encompass 11 global targets, and 1 local objective framed against 6 long-term commitments are set to deliver on each of the United Nations' Sustainable Development Goals. These commitments are: to act for a climate-positive world; to be efficient with resources; to live up to its principles of trust; to create equal opportunities; to harness the power of all generations; and to empower local communities.

2021-2025  
**SCHNEIDER**  
**SUSTAINABILITY**  
 IMPACT

**11**  
 Global Impact



**1**  
 Local Impact

<b>CLIMATE</b>	<ol style="list-style-type: none"> <li>1 Grow our <b>green revenues to 80%</b></li> <li>2 Deliver <b>800 megatons of saved and avoided CO<sub>2</sub> emissions</b> to our customers</li> <li>3 Reduce <b>CO<sub>2</sub> emissions from top 1000 suppliers' operations</b> by 50%</li> </ol>
<b>RESOURCES</b>	<ol style="list-style-type: none"> <li>4 Increase <b>green material content</b> in our products <b>to 50%</b></li> <li>5 100% of our primary and secondary <b>packaging is free from single-use plastic</b> and uses <b>recycled cardboard</b></li> </ol>
<b>TRUST</b>	<ol style="list-style-type: none"> <li>6 <b>100%</b> of our <b>strategic suppliers</b> provide <b>decent work</b> to their employees</li> <li>7 Measure the <b>level of confidence</b> of our employees to report behaviors against our Principles of Trust</li> </ol>
<b>EQUAL</b>	<ol style="list-style-type: none"> <li>8 Increase <b>gender diversity</b>, from <b>hiring to front-line managers and leadership teams (50/40/30)</b></li> <li>9 Provide <b>access to green electricity to 50 million people</b></li> </ol>
<b>GENERATIONS</b>	<ol style="list-style-type: none"> <li>10 <b>Create opportunities for the next generation</b> – 2X number of opportunities for interns, apprentices, and fresh graduate hires</li> <li>11 <b>Train 1 million underprivileged people</b> in energy management</li> </ol>
<b>LOCAL</b>	100% of Country and Zone Presidents define <b>3 local commitments</b> that impact their communities in line with our sustainability transformations

More details can be found at : <https://www.se.com/ww/en/about-us/sustainability/>

*“Schneider Sustainability Impact is our specific way to link the UN Sustainable Development Goals, with concrete and precise actions today that address the most material issues for our customers, partners, and our people.”* says Olivier Blum Chief Strategy & Sustainability Officer, *“Not only did we deliver on our 3-year program, we also prepared for the future and are ready to go further and faster with our 2025 objectives and reinforced consultancy services to support end-to-end digital transformation for sustainability of our customers.”*

On top of being named world’s most sustainable corporation among over 8,000 companies by Corporate Knights, Schneider Electric made it onto the CDP A-list for the 10<sup>th</sup> year in a row, was recognized as a Clean Energy Trailblazer by the Climate Group’s RE100 and was listed in the Bloomberg gender equality index for the 4<sup>th</sup> consecutive year. The Group introduced the first-ever convertible Sustainability bond, linked to the launch of its ambitious new SSI program for 2021-2025.

Additionally,

- Schneider obtained 88/100 (+5 pts vs. 2019) in the Dow Jones Sustainability Index and becomes #1 in its sector (first time since 2016), and is therefore part of world index
- Schneider is a member of the FTSE4Good Developed index and Europe Environmental Leaders 40 (in August, date of index decommissioning)
- Vigeo Eiris scored Schneider 66/100 (+1pt vs. 2019), placing the Group in the Euronext Vigeo Eiris World 120 and Europe 120 indices (as well as Eurozone 120 and France 20 indices)

In Q4 2020, the Group has also created its Sustainability business division in order to ensure progress on the sustainability transformation journey of its customers through building on the strength of its expertise in Energy & Sustainability Services (ESS) across Energy Management & Industrial Automation. The Group views customer sustainability considerations as a key growth driver and is well placed to deliver its comprehensive suite of offerings for efficiency and sustainability.

## V. SHARE BUYBACK

Due to the ongoing economic uncertainty, and as the OSIssoft transaction has not yet completed, the current share buyback program of €1.5 – €2.0 billion remains on-hold in the near term.

In total, €316 million of buyback has been completed to-date, including €50 million in 2020.

As at 31 December 2020 the total number of shares outstanding was 554,327,074 (the total number of shares in issue was 567,068,555).

## VI. CORPORATE GOVERNANCE

Upon recommendation of the Governance & Remunerations Committee, the Board of Directors decided on February 10, 2021 to appoint Ms. Anna Ohlsson-Leijon as an Observer with the intent to propose her appointment as an independent Director at the Annual Shareholders' Meeting convened for April 28, 2021. If appointed, she will join the Audit & Risks Committee. Ms. Anna Ohlsson-Leijon, 52 years old and a Swedish citizen, is Chief Executive Officer Europe and Executive Vice President of AB Electrolux since 2018, a position she took after a successful tenure as AB Electrolux Chief Financial Officer. She will bring to the Board her professional experience and skills based on her wide-ranging finance and business background and will further add to the gender diversity of the Board of Directors.

In addition, upon recommendation of the Governance & Remunerations Committee, the Board of Directors reviewed the composition of its Committee that will be now as follows:

- Audit & Risks Committee: Ms. Cécile Cabanis (Chairperson), Mr. Willy Kissling, Ms. Jill Lee, Ms. Fleur Pellerin (Ms. Anna Ohlsson-Leijon will be a committee member if the General Meeting of April 28, 2021 appoints her as a director);
- Governance & Remuneration Committee: Mr. Fred Kindle (Chairman), Mr. Léo Apotheker, Mr. Willy Kissling, Ms. Linda Knoll, Mr. Anders Runevad, Mr. Greg Spierkel;
- HR & CSR Committee: Ms. Linda Knoll (Chairperson), Ms. Rita Felix, Mr. Willy Kissling, Ms. Xiaoyun Ma, Ms. Fleur Pellerin, Mr. Anders Runevad;
- Investment Committee: Mr. Léo Apotheker (Chairman), Mr. Fred Kindle, Mr. Patrick Montier, Mr. Anders Runevad, Mr. Greg Spierkel, Mr. Lip-Bu Tan;
- Digital Committee: Mr. Greg Spierkel (Chairman), Mr. Léo Apotheker, Ms. Xiaoyun Ma, Ms. Fleur Pellerin, Mr. Lip-Bu Tan.

Furthermore, in order to ensure that the high-quality audit of the Group is maintained through the implementation of a smooth transition plan between statutory auditors, it was decided to proceed now with the choice of the new board of statutory auditors whose terms will start at the conclusion of the 2022 Shareholders' Meeting. The selection process carried out by the Audit & Risks Committee led to the recommendation to the Board of Directors to choose Mazars, a member of the current board of statutory auditors, and PwC whose teams have demonstrated, through a competitive process, their capacity to undertake the audit of the accounts of Schneider Electric's Group according to international best practices. Therefore the Board of Directors at the meeting held on February 10, 2021, decided to propose to the 2022 Annual Shareholders' Meeting the appointment for a 6-year term of a new board of external auditors composed of Mazars and PwC in replacement of Ernst & Young whose term will end at that date and cannot be renewed according to applicable regulations.

## VII. EXPECTED MARKET TRENDS IN 2021

Though the uncertainty emanating from the COVID-19 crisis remains, the Group expects the following trends in each of its main end-markets and geographies, driving growth in 2021.  
By end-market:

- Buildings: Strong growth expected in Residential markets, and good growth in specialized areas of Non-Residential, including warehouse and healthcare
- Data Center: a continuation of robust demand is expected, leading to strong growth
- Infrastructure: Good growth is expected in the Utilities segment, supported by strong project execution, with continued demand for the Group's offers in relation to Smart Grid

- Industry: Strong growth expected in short-cycle, led by OEM demand. Mid- and late-cycle to remain impacted in the near-term, with Hybrid segments better oriented.

By geographic market:

- North America: Strong growth expected for the region, including in both Residential and Data Center markets. Mid- and late-cycle industrial markets to remain challenged in the near-term, while short-cycle expected to grow well. Continued softness expected in Mexico
- Asia Pacific: Strong growth expected for the region; China to continue growth momentum, with good traction across most end-markets and segments. The rest of the region to see continued improvement, supported by a recovery in Global trade
- Western Europe: Good recovery to continue in the region, led by Residential and Data Center end-markets. Discrete automation markets are expected to perform better than Process & Hybrid. Green Deal stimulus could start to contribute towards the end of the year
- Rest of the World: Strong growth expected overall for the region, although with performance contrasted by country. Rising commodity prices are expected to be supportive of growth in certain countries.

## VIII. 2021 TARGET

The Group expects positive growth in aggregate in 2021 as it continues to deploy its strategic priorities in key markets.

The Group targets 2021 Adjusted EBITA growth between +9% and +15% organic. The target would be achieved through a combination of organic revenue growth and margin improvement, currently expected to be:

- Revenue growth of +5% to +8% organic
- Adjusted EBITA margin up +60bps to +100bps organic

This implies Adjusted EBITA margin of around 16.1% to 16.5% (including scope based on transactions completed in 2020 and FX based on current estimation).

*Further notes on 2021 available in appendix*

## IX. ACROSS CYCLE GROWTH AND MEDIUM-TERM MARGIN AMBITION REITERATED

Schneider Electric believes that its strategy and positioning is well oriented to drive strong and profitable growth across the economic cycle. The Group believes it is well positioned in most of its end-markets and with its portfolio for growing in a post COVID-19 world, with possible additional benefit from government stimulus actions across the world. The Group would therefore reiterate its across cycle and medium-term ambition as follows:

- Organic revenue growth of between +3% to +6%, on average across the cycle
- Achieve higher margins with a first step of moving adjusted EBITA margin to around 17% by 2022 (assuming current 2021 FX rates for 2021 and 2022)
- Free cashflow to be around €3 billion (excluding IFRS16), on average across the cycle

\*\*\*\*\*

**The financial statements of the period ending December 31, 2020 were established by the Board of Directors on February 10, 2021. At the date of this press release, the audit procedures were carried out and the report of the statutory auditors is being finalized.**

**The Q4 2020 & FY 2020 Annual Results presentation is available at [www.se.com](http://www.se.com)**

**Q1 2021 Revenues will be presented on April 27, 2021.**

**The Annual General Meeting will take place on April 28, 2021.**

**Disclaimer:** All forward-looking statements are Schneider Electric management's present expectations of future events and are subject to a number of factors and uncertainties that could cause actual results to differ materially from those described in the forward-looking statements. For a detailed description of these factors and uncertainties, please refer to the section "Risk Factors" in our Annual Registration Document (which is available on [www.se.com](http://www.se.com)). Schneider Electric undertakes no obligation to publicly update or revise any of these forward-looking statements.

**About Schneider Electric:** Schneider's purpose is to **empower all to make the most of our energy and resources, bridging progress and sustainability** for all. We call this **Life Is On**.

Our mission is to be your **digital partner for Sustainability and Efficiency**.

We drive digital transformation by integrating world-leading process and energy technologies, end-point to cloud connecting products, controls, software and services, across the entire lifecycle, enabling integrated company management, for homes, buildings, data centers, infrastructure and industries.

We are the **most local of global companies**. We are advocates of open standards and partnership ecosystems that are passionate about our shared **Meaningful Purpose, Inclusive and Empowered** values.

[www.se.com](http://www.se.com)

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Appendix – Further notes on 2021

- **Foreign Exchange impact:** Based on current rates, the FX impact on FY 2021 revenues is estimated to be between **-€600 million** to **-€700 million**. The FX impact at current rates on adjusted EBITA margin for FY 2021 could be around **-10bps**
- **Scope:** around **+€600 million** on 2021 revenues and **around flat** on 2021 Adj. EBITA margin, based on transactions completed in 2020
- **Tax rate:** The ETR is expected to be in a **22-24%** range in 2021
- **Restructuring:** The Group expects restructuring costs of between **€1.15 - €1.25 billion** over three years (2020-2022) as previously communicated
- **Industrial Productivity:** Over a three-year period (2020-2022) the Group expects industrial productivity of around **€1 billion** as previously communicated

Appendix – Revenues breakdown by business

Fourth quarter 2020 revenues by business were as follows:

€ million	Q4 2020				
	Revenues	Organic growth	Changes in scope of consolidation	Currency effect	Reported growth
Energy Management	5,584	+1.2%	+2.8%	-5.5%	-1.5%
Industrial Automation	1,542	-0.8%	-0.1%	-5.2%	-6.1%
<b>Group</b>	<b>7,126</b>	<b>+0.8%</b>	<b>+2.1%</b>	<b>-5.4%</b>	<b>-2.5%</b>

H2 2020 revenues by business were as follows:

€ million	H2 2020				
	Revenues	Organic growth	Changes in scope of consolidation	Currency effect	Reported growth
Energy Management	10,589	+1.8%	+1.5%	-5.0%	-1.7%
Industrial Automation	2,995	-1.6%	+0.6%	-4.9%	-5.9%
<b>Group</b>	<b>13,584</b>	<b>+1.0%</b>	<b>+1.3%</b>	<b>-5.0%</b>	<b>-2.7%</b>

FY 2020 revenues by business were as follows:

€ million	FY 2020				
	Revenues	Organic growth	Changes in scope of consolidation	Currency effect	Reported growth
Energy Management	19,344	-4.5%	-0.2%	-2.5%	-7.2%
Industrial Automation	5,815	-5.3%	0.0%	-2.6%	-7.9%
<b>Group</b>	<b>25,159</b>	<b>-4.7%</b>	<b>-0.2%</b>	<b>-2.5%</b>	<b>-7.4%</b>

Appendix – Consolidation

In number of months	Acquisition/Disposal	2019 Q1	Q2	Q3	Q4	2020 Q1	Q2	Q3	Q4
<b>Pelco</b> Energy Management Business €169 million revenues in FY2018 (ending December 2018)	Disposal	3m	1m						
<b>U.S. Panel offer</b> Industrial Automation Business €80 million of annualized revenues	Disposal	3m							
<b>Converse Energy Projects</b> Energy Management Business ~ €140 million revenues in FY 2019 (ending December 2019)	Disposal	3m	3m	3m	3m				
<b>Electroshield Samara</b> Energy Management Business ~ €145 million revenues in FY 2019 (ending December 2019)	Disposal	3m	3m	3m	3m				
<b>Larsen &amp; Toubro E&amp;A</b> Energy Management Business	Acquisition							1m	3m
<b>RIB Software</b> Energy Management Business ~ €214 million revenues in FY 2019	Acquisition							3m	3m
<b>ProLeiT</b> Industrial Automation Business ~ €50 million revenues in FY 2019	Acquisition							2m	3m

Appendix – Adjusted EBITA, Analysis of Change

	H1	H2	FY
	Adj. EBITA	Adj. EBITA	Adj. EBITA
2019 Adj. EBITA	1,960	2,278	4,238
Volume	(551)	(7)	(558)
Net Price	81	181	262
Productivity	37	182	219
Mix	29	22	51
R&D & Production Labor Inflation	(27)	(60)	(87)
SFC	151	20	171
FX	(29)	(162)	(191)
Scope & Other	(75)	(104)	(179)
<b>2020 Adj. EBITA</b>	<b>1,576</b>	<b>2,350</b>	<b>3,926</b>

Appendix - Results breakdown by division

€ million		FY 2019	FY 2020	Organic
Energy Management	<i>Revenues</i>	20,847	19,344	
	<i>Adjusted EBITA</i>	3,842	3,634	
	<i>Adjusted EBITA margin</i>	18.4%	18.8%	c.+30bps
Industrial Automation	<i>Revenues</i>	6,311	5,815	
	<i>Adjusted EBITA</i>	1,141	992	
	<i>Adjusted EBITA margin</i>	18.1%	17.1%	c. -30bps
Corporate	<i>Central Functions &amp; Digital Costs</i>	(745)	(700)	
Total Group	<i>Revenues</i>	27,158	25,159	
	<i>Adjusted EBITA</i>	4,238	3,926	
	<i>Adjusted EBITA margin</i>	15.6%	15.6%	c. +20bps
€ million		H1 2019	H1 2020	Organic
Energy Management	<i>Revenues</i>	10,072	8,755	
	<i>Adjusted EBITA</i>	1,776	1,494	
	<i>Adjusted EBITA margin</i>	17.6%	17.1%	c.- 80bps
Industrial Automation	<i>Revenues</i>	3,130	2,820	
	<i>Adjusted EBITA</i>	551	429	
	<i>Adjusted EBITA margin</i>	17.6%	15.2%	c.- 200bps
Corporate	<i>Central Functions &amp; Digital Costs</i>	(367)	(347)	
Total Group	<i>Revenues</i>	13,202	11,575	
	<i>Adjusted EBITA</i>	1,960	1,576	
	<i>Adjusted EBITA margin</i>	14.8%	13.6%	c. -130bps
€ million		H2 2019	H2 2020	Organic
Energy Management	<i>Revenues</i>	10,775	10,589	
	<i>Adjusted EBITA</i>	2,066	2,140	
	<i>Adjusted EBITA margin</i>	19.2%	20.2%	c. +120bps
Industrial Automation	<i>Revenues</i>	3,181	2,995	
	<i>Adjusted EBITA</i>	590	563	
	<i>Adjusted EBITA margin</i>	18.5%	18.8%	c. +120bps
Corporate	<i>Central Functions &amp; Digital Costs</i>	(378)	(353)	
Total Group	<i>Revenues</i>	13,956	13,584	
	<i>Adjusted EBITA</i>	2,278	2,350	
	<i>Adjusted EBITA margin</i>	16.3%	17.3%	c. +140bps

Appendix – Adjusted Net Income & Adjusted EPS

Key figures (€ million)	2019 FY	2020 FY	Change
<b>Adjusted EBITA</b>	<b>4,238</b>	<b>3,926</b>	<b>-7%</b>
Amortization of purchase accounting intangibles	(173)	(207)	
Financial Costs	(261)	(278)	
Income tax with impact from adjusted items	(836)	(781)	
Discontinued ops	(3)	-	
Equity investment & Minority Interests	(32)	(46)	
<b>Adjusted Net Income (Group share)</b>	<b>2,933</b>	<b>2,614</b>	<b>-11%</b>
<b>Adjusted EPS (€)</b>	<b>5.32</b>	<b>4.72</b>	<b>-11%</b>

Appendix – Free Cash Flow and Net Debt

Analysis of net debt change in €m	FY 2019	FY 2020
<b>Net debt at opening at Dec. 31</b>	<b>(5,136)</b>	<b>(3,792)</b>
Operating cash flow	4,012	3,651
Capital expenditure – net	(806)	(762)
<b>Operating cash flow, net of capex</b>	<b>3,206</b>	<b>2,889</b>
Change in trade working capital	190	517
Change in non-trade working capital	80	267
<b>Free cash flow</b>	<b>3,476</b>	<b>3,673</b>
Dividends	(1,413)	(1,525)
Acquisitions – net	(79)	(2,393)
Net capital increase	(98)	(7)
FX & other (incl. IFRS 16)	(542)	483
<b>(Increase) / Decrease in net debt</b>	<b>1,344</b>	<b>231</b>
<b>Net debt at Dec. 31</b>	<b>(3,792)</b>	<b>(3,561)</b>

## Appendix – ROCE

ROCE calculation				
<b>P&amp;L items</b>				<b>2020 Reported</b>
EBITA <sup>1</sup>			(1)	3,246
Restructuring costs			(2)	-421
Other operating income & expenses			(3)	-210
= Adjusted EBITA			(4) = (1)-(2)-(3)	3,877
x Effective tax rate of the period <sup>2</sup>			(5)	22.7%
= After-tax Adjusted EBITA			(A) = (4) x (1-(5))	2,997
<b>Balance sheet items</b>	2019 reported	2020 reported		<b>2020 Avg of 4 quarters</b>
Shareholders' equity	23,140	23,727	(B)	22,980
Net financial debt	3,792	3,561	(C)	4,626
Adjustment for Associates and Financial assets (fair value)	-843	-1065	(D)	-2,558
= Capital Employed	26,089	26,223	(E) = (B)+(C)+(D)	25,048
<b>= ROCE</b>			(A) / (E)	<b>12.0%</b>
1. Without recent large M&A				
2. Effective tax rate				

## GENERAL INFORMATION

The section "**General Information**" on pages 104 to 106 of the Base Prospectus is amended as follows:

1. Paragraph (5) is deleted in its entirety and replaced with the following:
- "5. Save as disclosed in this Base Prospectus and the information incorporated by reference herein, including with respect to the impact that the health crisis resulting from the COVID-19 may have, there has been no significant change in the financial position or financial performance of the Issuer or the Group since 31 December 2020"
2. Paragraph (11)(ii) is deleted in its entirety and replaced by the following:
- "11. (ii) the 2018 Registration Document, the 2019 Universal Registration Document, the 2020 Half-Year Financial Report and the 2020 Full Year Financial Report;"

**PERSON RESPONSIBLE FOR THE INFORMATION GIVEN IN THE SECOND PROSPECTUS  
SUPPLEMENT**

*In the name of the Issuer*

I declare, to the best of my knowledge, that the information contained in this Second Prospectus Supplement is in accordance with the facts and contains no omission likely to affect its import.

Issued in Rueil-Malmaison, on 1<sup>st</sup> March 2021

**Schneider Electric SE**  
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92500 Rueil-Malmaison  
France

Duly represented by:  
Véronique Blanc  
Senior Vice President Financing and Treasury

Duly authorised  
on 1<sup>st</sup> March 2021



***Autorité des marchés financiers***

This Second Prospectus Supplement has been approved on 1<sup>st</sup> March 2021 by the AMF, in its capacity as competent authority under Regulation (EU) 2017/1129.

The AMF has approved this Second Prospectus Supplement after having verified that the information it contains is complete, coherent and comprehensible within the meaning of Regulation (EU) 2017/1129.

This approval is not a favourable opinion on the Issuer that is the subject of this Second Prospectus Supplement.

This Second Supplement obtained the following approval number: n° 21-051.

**FIRST PROSPECTUS SUPPLEMENT DATED 5 NOVEMBER 2020  
TO THE BASE PROSPECTUS DATED 28 APRIL 2020**



**SCHNEIDER ELECTRIC SE  
Euro 10,000,000,000  
Euro Medium Term Note Programme**

This prospectus supplement (the "**First Prospectus Supplement**") is supplemental to, and should be read in conjunction with, the Base Prospectus dated 28 April 2020 which received approval no. 20-162 on 28 April 2020 from the *Autorité des marchés financiers* (the "**AMF**") (the "**Base Prospectus**") prepared in relation to the Euro 10,000,000,000 Euro Medium Term Note Programme (the "**Programme**") of Schneider Electric SE (the "**Issuer**"). The Base Prospectus constitutes a base prospectus for the purpose of Article 8 of Regulation (EU) 2017/1129 of 14 June 2017, as amended (the "**Prospectus Regulation**").

Application has been made for approval of the First Prospectus Supplement to the AMF in its capacity as competent authority pursuant to the Prospectus Regulation.

This First Prospectus Supplement has been prepared pursuant to Article 23 of the Prospectus Regulation, for the purpose of (i) incorporating the Issuer's First Half Year 2020 results, (ii) incorporating recent events in connection with the Issuer and (iii) as a consequence, amending and supplementing the following sections of the Base Prospectus:

- Documents Incorporated by Reference;
- Risk Factors ;
- Recent Developments; and
- General information.

Save as disclosed in this First Prospectus Supplement, there has been no other significant new factor, material mistake or material inaccuracy relating to information included in the Base Prospectus which is material in the context of the Programme since the publication of the Base Prospectus.

Unless the context otherwise requires, terms defined in the Base Prospectus shall have the same meaning when used in this First Prospectus Supplement.

To the extent that there is any inconsistency between (a) any statement in this First Prospectus Supplement and (b) any other statement in or incorporated by reference in the Base Prospectus, the statements in (a) above will prevail.

Copies of this First Prospectus Supplement (a) may be obtained, free of charge, from the registered office of the Issuer during normal business hours, (b) will be available on the website of the Issuer (<https://www.se.com>), (c) will be available on the website of the AMF (<https://www.amf-france.org>) and (d) will be available during usual business hours on any weekday (Saturdays, Sundays and public holidays excepted) for inspection at the offices of each Paying Agent(s).

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## DOCUMENTS INCORPORATED BY REFERENCE

The section entitled "**Documents Incorporated by Reference**", appearing on pages 25 to 29 of the Base Prospectus is deleted in its entirety and replaced with the following:

"This Base Prospectus should be read and construed in conjunction with:

- the pages referred to in the table below which are included in the French language *Document d'Enregistrement Universel* of the Issuer which received n° D.20-0137 from the AMF on 17 March 2020 (the "[2019 Universal Registration Document](#)");
- the pages referred to in the table below which are included in the French language *document de référence* of the Issuer which received n° D.19-0155 from the AMF on 15 March 2019 (the "[2018 Registration Document](#)");
- the pages referred to in the table below which are included in the Issuer's interim financial report in French language for the six-month period ended 30 June 2020, dated 29 July 2020 (the "[2020 Half-Year Financial Report](#)"); and
- the terms and conditions of the notes contained in the base prospectuses of the Issuer dated, respectively, 25 April 2019 (the "[2019 EMTN Conditions](#)"), 26 November 2018 (the "[2018 EMTN Conditions](#)"), 6 October 2017 (the "[2017 EMTN Conditions](#)"), 31 August 2016 (the "[2016 EMTN Conditions](#)"), 31 July 2015 (the "[2015 EMTN Conditions](#)"), 15 July 2014 (the "[2014 EMTN Conditions](#)") and 25 June 2013 (the "[2013 EMTN Conditions](#)" and, together with the 2013, 2014, 2015, 2016, 2017, 2018 and 2019 EMTN Conditions, the "**EMTN Previous Conditions**").

Any reference in this Base Prospectus, in the 2019 Universal Registration Document or in the 2018 Registration Document to the registration documents and/or annual reports (either 2019 or 2018) shall be deemed to exclude the above-mentioned excluded sections.

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

Copies of documents incorporated by reference in this Base Prospectus may be obtained, free of charge, from (i) the registered office of the Issuer, (ii) the website of the Issuer (<https://www.se.com>) and/or (iii) at the offices of each Paying Agent set out at the end of this Base Prospectus during normal business hours.

The 2019 Universal Registration Document and the 2018 Registration Document are available on the website of the AMF (<https://www.amf-france.org>).

Other than in relation to the documents which are incorporated by reference, the information on the websites to which this Base Prospectus refers does not form part of this Base Prospectus and has not been scrutinised or approved by the AMF.

For the purpose of the Prospectus Regulation, information can be found in the documents incorporated by reference in this Base Prospectus in accordance with the following cross-reference table (in which the numbering refers to the relevant items of Annex 7 of the Commission Delegated Regulation (EU) 2019/980 of 14 March 2019 supplementing the Prospectus Regulation (the "**Commission Delegated Regulation**").

Any information not listed in the cross-reference list below but included in the documents incorporated by reference shall not form part of this Base Prospectus. The non-incorporated parts are either not relevant for investors or covered elsewhere in this Base Prospectus.

The English Translation of the 2019 Universal Registration Document, the 2018 Registration Document and the 2020 Half-Year Financial Report are available on the website of the Issuer (<https://www.se.com/ww/en/about-us/investor-relations/regulatory-information/annual-reports.jsp>). Such English translations are available for information purposes only and are not incorporated by reference in this Base Prospectus. Only the French versions of the 2019 Universal Registration Document, the 2018 Registration Document and the 2020 Half-Year Financial Report may be relied upon.

<b>Commission Delegated Regulation –Annex 7</b>		<b>2020 Half-Year Financial Report</b>	<b>2019 Universal Registration Document</b>	<b>2018 Registration Document</b>
<b>A7.2</b>	<b>STATUTORY AUDITORS</b>			
A7.2.1	Names and addresses of the Issuer's auditors for the period covered by the historical financial information (together with their membership in a professional body).		Page 444	
A7.2.2	If auditors have resigned, been removed or not been re-appointed during the period covered by the historical financial information, details if material.		Not applicable	
<b>A7.3</b>	<b>RISK FACTORS</b>			
A7.3.1	<p>A description of the material risks that are specific to the Issuer and that may affect the Issuer's ability to fulfil its obligations under the securities, in a limited number of categories, in a section headed 'Risk Factors'.</p> <p>In each category the most material risks, in the assessment of the Issuer, offeror or person asking for admission to trading on a regulated market, taking into account the negative impact on the Issuer and the probability of their occurrence, shall be set out first. The risk factors shall be corroborated by the content of the registration document.</p>	Page 22	Pages 63 to 81	
<b>A7.4</b>	<b>INFORMATION ABOUT THE ISSUER</b>			
<b>A7.4.1</b>	<b><u>History and development of the Issuer:</u></b>			
A7.4.1.1	the legal and commercial name of the Issuer;		Page 392	
A7.4.1.2	the place of registration of the Issuer and its registration number and legal entity identifier ('LEI');		Page 392	
A7.4.1.3	the date of incorporation and the length of life of the Issuer, except where indefinite; and		Page 392	
A7.4.1.4	the 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 (or principal place of business if different from its registered office) and website of the Issuer, if any, with a disclaimer that the information on the website does not form part of the prospectus unless that information is incorporated by reference into the prospectus.		Page 392	

Commission Delegated Regulation –Annex 7	2020 Half-Year Financial Report	2019 Universal Registration Document	2018 Registration Document
A7.5 <b>BUSINESS OVERVIEW</b>			
A7.5.1 <b><u>Principal activities:</u></b>			
A7.5.1.1 A brief description of the Issuer's principal activities stating the main categories of products sold and/or services performed; and		Pages 2-3 and 22 to 31	
A7.5.1.2 The basis for any statements in the registration document made by the Issuer regarding its competitive position.		Pages 10-11, 20-21, 32-37 and 216-217	
A7.6 <b>ORGANISATIONAL STRUCTURE</b>			
A7.6.1 If the Issuer is part of a group, a brief description of the group and the Issuer's position within the group. This may be in the form of, or accompanied by, a diagram of the organisational structure if this helps to clarify the structure.		Pages 355 to 361, 381 and 386-387	
A7.6.2 If the Issuer is dependent upon other entities within the group, this must be clearly stated together with an explanation of this dependence.		Not applicable	
A7.9 <b>ADMINISTRATIVE, MANAGEMENT, AND SUPERVISORY BODIES</b>			
A7.9.1 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:  (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.		(a) Pages 226 to 234  (b) Not Applicable	
A7.9.2 <b><u>Administrative, Management, and Supervisory bodies conflicts of interests</u></b>  Potential conflicts of interests between any duties to the Issuer 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, a statement to that effect must be made.		Page 258	
A7.10 <b>MAJOR SHAREHOLDERS</b>			
A7.10.1 To the extent known to the Issuer, state whether the Issuer is directly or indirectly owned or controlled and by whom and describe the nature of such control and describe the measures in place to ensure that such control is not abused.		Page 398	

Commission Delegated Regulation –Annex 7	2020 Half-Year Financial Report	2019 Universal Registration Document	2018 Registration Document
A7.10.2 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.		Not applicable	
<b>A7.11 FINANCIAL INFORMATION CONCERNING THE ISSUER'S ASSETS AND LIABILITIES, FINANCIAL POSITION AND PROFITS AND LOSSES</b>			
<p>A7.11.1 <b><u>Historical Financial Information</u></b></p> <p>Historical financial information covering the latest two financial years (at least 24 months) or such shorter period as the Issuer has been in operation and the audit report in respect of each year.</p> <p>(a) balance sheet;</p> <p>(b) income statement;</p> <p>(c) cash flow statement; and</p> <p>(d) accounting policies and explanatory notes.</p>	<p>Pages 1 to 16</p> <p>Pages 4-5</p> <p>Pages 1-2</p> <p>Page 3</p> <p>Pages 7 to 16</p>	<p>Pages 308 to 366</p> <p>Pages 311-312</p> <p>Pages 308-309</p> <p>Page 310</p> <p>Pages 314 to 361</p>	<p>Pages 274 to 331</p> <p>Pages 279-280</p> <p>Pages 276-277</p> <p>Page 278</p> <p>Pages 282 to 327</p>
A7.11.2 <b><u>Auditing of historical annual financial information</u></b>			
<p>A7.11.2.1 A statement that the historical financial information has been audited.</p> <p>If audit reports on the historical financial information contain qualifications, modifications of opinion, disclaimers or an emphasis of matter, such qualifications, modifications, disclaimers or emphasis of matter must be reproduced in full and the reasons given.</p>	Page 25	Pages 362 to 366	Pages 328 to 331
<p>A7.11.5 <b><u>Legal and arbitration proceedings</u></b></p> <p>Information on any governmental, legal or arbitration proceedings (including any such proceedings which are pending or threatened of which the Issuer is aware), during a period covering at least the previous 12 months which may have, or have had in the recent past, significant effects on the Issuer and/or group's financial position or profitability, or provide an appropriate negative statement.</p>	Page 22	Pages 77, 353 and 377	

Commission Delegated Regulation –Annex 7	2020 Half-Year Financial Report	2019 Universal Registration Document	2018 Registration Document
A7.12 MATERIAL CONTRACTS			
A7.12 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.		Not applicable	

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

EMTN Previous Conditions	
2013 EMTN Conditions	Pages 54 to 82
2014 EMTN Conditions	Pages 51 to 81
2015 EMTN Conditions	Pages 57 to 88
2016 EMTN Conditions	Pages 62 to 94
2017 EMTN Conditions	Pages 63 to 92
2018 EMTN Conditions	Pages 30 to 66
2019 EMTN Conditions	Pages 30 to 67

Information contained in the Documents Incorporated by Reference other than information listed in the table above is for information purposes only.”

## RISK FACTORS

The section entitled "Risk Factors" appearing on pages 13 to 24 of the Base Prospectus is completed by the following:

### COVID-19 pandemic

#### Impact of the spread of the COVID-19 and Strategy of the Group

The COVID-19 pandemic and the actions taken in response to its spread have resulted in disturbances to the Group's business operations and supply chain.

In this context, during the first part of the year, the Group has been coordinating its teams globally, regionally and locally to ensure business continuity and focused on the following key elements: health, business continuity, cash & costs, rebound with customers, taking care of communities through the launch of "Tomorrow Rising Fund". While the first initiatives included ensuring the health and safety of its employees, the Group also adapted some facilities to assist in the production of essential medical equipment. The supply chain organization instituted a global management team that has been tracking evolution of the situation in real time. The Group focused on enhancing the digital customer experience, while establishing communities and partnerships, and provided multiple digital interactions and trainings to customers across the world. The Group also accelerated its medium-term cost efficiency plan, and implemented specific tactical savings across the organization, leveraging its multi-local model. These elements along with a balanced geographical footprint and a strong focus on Digital, software, services and multi-business solutions permit to react locally, drive tactical savings and protect the margin level.

In H1-2020, the impact on the Group is different across the various geographies:

- North America: the second quarter was the most impacted and there is still a lot of uncertainties (strong increase in contagion in several states of the U.S. and associated containment measures);
- China: after a first quarter strongly impacted, the second one demonstrated a continuation of economic recovery which should pursue over the year;
- Rest of Asia Pacific: the impact on India should pursue in the second half (increasing levels of contagion and resurgence of lockdowns);
- Western Europe: Major economies were strongly impacted during the second quarter and a progressive recovery in the second part of the year is expected, with rate and strength of recovery varied by country.

Q3-2020 revenues show a progressive recovery across the quarter enabling the Group to return to growth in many economies across the world.

As mentioned in the Q3-2020 press release, « given the acceleration of COVID-19 cases in various geographies, the Group recognizes there remains uncertainty in its Q4 results. Overall, even if the Group is doing its best to mitigate the consequences of the COVID crisis, the global health and economic crisis is not over and a risk still exists that there might be another significant lockdown in major economies following a second wave of contagion which could have a strong impact on the Group by affecting global production chains, local supply or transportation chains and could lead to an economic slowdown in a market in which the Group operates. This could result in an adverse impact on its financial condition, results or prospects.

## RECENT DEVELOPMENTS

The section entitled "**Recent developments**" appearing on pages 72 to 81 of the Base Prospectus is completed by the following press releases published by the Issuer respectively on:

- 29 July 2020;
- 25 August 2020;
- 31 August 2020; and
- 22 October 2020.

**Press release of 29 July 2020 on Schneider Electric second quarter revenues and first half results for the period ending 30 June 2020**

*“H1 2020 Revenues of €11.6bn, down -10% org. Resilient Gross margin and agility in driving tactical savings lead to Adj. EBITA margin of 13.6%, down -130 bps org. Strong cashflow of ~€1 bn. Adj. Net Income of €1bn down -26%.*

- 
- **H1 2020 –**
    - *Energy Management revenue down -11% org., Adj. EBITA margin -0.8 pts org.*
    - *Industrial Automation revenue down -9% org., Adj. EBITA margin -2.0 pts org.*
  - **Strong rebound in China, up double-digit in Q2**
  - **Software & Services revenues demonstrate resilience, -1% org. in H1**
  - **Gross margin in H1 at 39.9%, improving +20bps organic with mix positive at +€29 million**
  - **Strong cashflow of ~€1 billion representing efficient management of receivables & payables despite increased inventory**
  - **FY 2020 targets re-established; medium-term margin ambition reiterated**

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**Rueil-Malmaison (France), July 29, 2020** - Schneider Electric announced today its second quarter revenues and half year results for the period ending June 30, 2020.

Key figures (€ million)	2019 H1	2020 H1	Organic Change	Reported Change
Revenues	13,202	11,575	-10.5%	-12.3%
Adjusted EBITA	1,960	1,576	-18.4%	-19.6%
<i>% of revenues</i>	<i>14.8%</i>	<i>13.6%</i>	<i>-130 bps</i>	<i>-120 bps</i>
Adjusted Net Income <sup>1</sup>	1,340	995		-26%
Net Income (Group share)	993	775		-22%
Free cashflow	837	965		15%

Jean-Pascal Tricoire, Chairman and CEO, commented:

*“H1 2020 represents a test of our past strategic choices on business model, portfolio positioning and digital transformations. During H1, we have leveraged our “Multi-local” and “empowered country” set up to react locally, drive tactical savings and protect our margin level. Our balanced geographical footprint also enabled us to withstand some very significant declines in specific countries through Q2, while our exposure in China provided*

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1. See appendix for Adjusted Net Income calculation

*some momentum. Our strong focus on Digital, software, services and multi-business solutions supported the resilience of our business.*

*Though the crisis is still ongoing our focus remains on operating our business in a COVID-19 and post COVID-19 world. We focus on helping customers on their Digitization, efficiency, sustainability and nowadays resilience agenda. Our integrated portfolio and diversified end-market positioning provide a strong resilience and ability to grow. Though some markets might be impacted, a large part of our business will be well oriented for future years and will potentially be accelerated by government stimulus.*

*As we go through H2 2020, we will have a lower contribution from the tactical savings actions that we were able to quickly deploy in H1 while we will step up efforts for structural savings. We remain committed to (i) an across cycle organic growth range of 3% to 6%; (ii) achieve higher margins with a first step to move adjusted EBITA margin to around 17% by 2022; and (iii) achieve strong FCF in coming years of around €3 billion on average through the economic cycle. Despite remaining uncertainty, we also re-establish targets for 2020.*

*Our teams across the world have realized important efforts in H1 to deliver to our customers and our communities and to ensure that Life is On!, and we enter H2 fully focused on business, operating in the unusual conditions created by COVID-19”.*

## **I. SECOND QUARTER REVENUES WERE DOWN -14% ORGANICALLY**

2020 Q2 revenues were **€5,745 million**, down -14.2% organically and down -16.7% on a reported basis.

Across the Group in Q2, **Products** (59% of Group) were down **-15%** org. (-11% in H1). Sales of products were strongly impacted by the COVID-19 crisis, with the degree of impact differing by country and commensurate to the severity of lockdowns implemented. There were signs of a recovery as the quarter progressed, boosted by targeted price actions in some geographies and the reopening of many countries.

**Systems** (projects and equipment, 24% of Group) decreased by **-17%** org. in Q2 (-15% in H1) with a larger decline in Industrial Automation, across multiple geographic markets, on a high base of comparison and with impact on demand and activity due to COVID-19.

**Software and Services** (17% of Group) showed resilience at **-5%** org. in Q2 (-1% in H1) despite a high base of comparison in 2019. The Group continued to see good demand for Software, with AVEVA adding to the resilience of the Group, while the Group’s other software offers also grew well. The Group’s digitally enabled service offer based on analytics to enable remote monitoring, preventive maintenance and asset management saw increased traction partly as a response to the COVID-19 crisis. Field services (especially linked to critical end-markets) showed resilience despite being impacted by COVID-19 at the beginning of the quarter due to a lack of access to customer sites, trending positively in June as lockdowns were eased and showing good demand.

**Digital update** - The Group continues to focus on its strategy to significantly increase its Digital footprint reflected in the growth of assets under management (AUM), reaching 3.4 million up +43% year-on-year by the end of H1 2020. The COVID-19 crisis has provided further impetus for the digital transformation of the Group’s end-markets. Through the crisis, it was very clear that customers who were digitally connected with their assets were better positioned to react to events and manage their respective response to the crisis.

The breakdown of revenue by business and geography was as follows:

€ million		Q2 2020		
		Revenues	Organic Growth	Reported Growth
<b>Energy Management</b>	North America	1,368	-19.6%	-19.9%
	Western Europe	1,044	-17.1%	-19.9%
	Asia Pacific	1,374	-7.6%	-9.9%
	Rest of the World	586	-18.4%	-26.6%
	<b>Total Energy Management</b>	<b>4,372</b>	<b>-15.4%</b>	<b>-18.0%</b>
<b>Industrial Automation</b>	North America	255	-20.9%	-20.0%
	Western Europe	371	-21.1%	-23.0%
	Asia Pacific	529	2.9%	2.2%
	Rest of the World	218	-3.1%	-10.3%
	<b>Total Industrial Automation</b>	<b>1,373</b>	<b>-10.4%</b>	<b>-12.0%</b>
<b>Group</b>	North America	1,623	-19.8%	-19.9%
	Western Europe	1,415	-18.2%	-20.7%
	Asia Pacific	1,903	-4.9%	-6.8%
	Rest of the World	804	-14.7%	-22.8%
	<b>Total Group</b>	<b>5,745</b>	<b>-14.2%</b>	<b>-16.7%</b>

€ million		H1 2020		
		Revenues	Organic Growth	Reported Growth
<b>Energy Management</b>	North America	2,915	-9.7%	-9.6%
	Western Europe	2,197	-9.6%	-12.3%
	Asia Pacific	2,402	-13.5%	-14.8%
	Rest of the World	1,241	-11.4%	-18.5%
	<b>Total Energy Management</b>	<b>8,755</b>	<b>-11.0%</b>	<b>-13.1%</b>
<b>Industrial Automation</b>	North America	567	-12.1%	-11.7%
	Western Europe	841	-13.3%	-14.8%
	Asia Pacific	948	-6.7%	-6.5%
	Rest of the World	464	0.1%	-4.6%
	<b>Total Industrial Automation</b>	<b>2,820</b>	<b>-8.9%</b>	<b>-9.9%</b>
<b>Group</b>	North America	3,482	-10.1%	-10.0%
	Western Europe	3,038	-10.6%	-13.1%
	Asia Pacific	3,350	-11.7%	-12.6%
	Rest of the World	1,705	-8.5%	-15.1%
	<b>Total Group</b>	<b>11,575</b>	<b>-10.5%</b>	<b>-12.3%</b>

## ENERGY MANAGEMENT DOWN -15% ORG. IN Q2

The main developments by end-market in Q2 were:

- **Buildings** – Commercial & Industrial Building (CIB) activity remained impacted though improving towards the end of the quarter, with timing varied across the company's regions and linked to easing of lockdown measures. Hospitals/healthcare and life science industries remained resilient while hotels/hospitality, and retail were impacted due to COVID-19. Demand for digitization of Buildings increased (with a specific focus on health considerations & sustainability) and was reflected in traction for

offers of EcoStruxure Building and EcoStruxure Power across segments including in areas such as office, retail and hotels in many cases. Residential building demand was relatively stronger especially towards the end of the quarter. Working from home trends had a positive influence on renovation demand in the quarter.

- **Data Center** sales are subject to a high base of comparison through most of 2020, particularly in the U.S. whilst also impacted by supply chain disruption in Q2 that is now resolved. Demand remains strong supported by networks, cloud connections and data storage needs created by increased internet traffic during the crisis. The Group is very relevant in this end-market due to its positioning across technologies (MV/LV, Secure Power, BMS, Software), for both small and large Data Centers and for enabling Edge computing. The Group also launched its End-to-End Solution for Multi-Site and Hyperscale Data Center together with AVEVA for a Unified Operations Center solution for customers. The Group has an unrivaled global footprint and focus on providing efficiency & sustainability solutions for data centers.
- **Infrastructure** markets have been relatively less impacted within Energy Management. In most regions, demand for electrical utility smart grid, digitization and remote operation & maintenance was enhanced. The company's exposure and positioning towards Oil & Gas (O&G) downstream has been partly offsetting limited upstream exposure which has seen pressure due to the low and volatile oil price.
- **Industry** market was mixed with weaker segment demand however with some consumer orientated markets including Consumer-Packaged Goods (CPG) faring better.

### **Trends for Energy Management, by geography:**

**North America** (31% of Q2 revenues) sales fell -19.6% organically with the fall attributable to both the local markets and to specific supply chain disruptions. Distributor stocking actions also influenced the trends within the quarter. Elevated stock levels noted at the end of Q1, combined with lesser activity due to COVID-19, contributed to weaker demand at the start of Q2 though a restock at the end of the quarter, coupled with easing lockdown restrictions, helped June sales. In the U.S., demand in the residential market remained well oriented though short-term supply issues impacted residential sales activity in Q2. Demand in hotels, retail and other commercial buildings were impacted by the lockdowns while Consumer-Packaged Goods (CPG), including Food & Beverage (F&B), Life science/health and logistics were more resilient. Sales to the Data Center end-market continue to experience a high base of comparison, but digital and upgrade requirements continued during the crisis and the outlook remains solid. ASCO saw a low-single digit decline due to COVID-19 but demand was still positive in the quarter helped by exposure to healthcare markets. Canada was sharply lower impacted by weak resource markets. Mexico also fell as the lockdown impacted late in the quarter and was disrupted by demand and the supply chain. Energy Management Services turned positive at the end of the quarter, after suffering from lockdown at the start of the quarter, as technicians returned to the field.

**Western Europe** (24% of Q2 revenues) was down -17.1% organic for the quarter, linked with the timing and severity of lockdown restrictions in the region, but improving sequentially throughout the quarter as restrictions eased in some countries. France, Italy, Spain and UK were all substantially down, while Germany performed better relatively, down low single-digit due to good project execution and against a high base of comparison. France performance improved sequentially through the quarter with a strong month of June as distributors restocked. The closure of construction sites and factories has impacted both CIB and Residential building demand, but some resilience was noted in Digital Buildings, Healthcare and Life Sciences. Services were also more resilient, as expected. Spain and Italy were impacted in the quarter given the significant rise in contagion levels and consequent containment measures though the Group continued to meet demand from critical infrastructure. The U.K. was down across most segments but with CPG proving more resilient than others, and a good level of demand seen from the Data center market. In the North of the region, Finland, Norway and Sweden all grew in the quarter driven by demand for residential building offers and in the context of a less severe lockdown.

**Asia-Pacific** (31% of Q2 revenues) contracted by -7.6% organically in Q2, contrasted between China, which rebounded strongly in the quarter, growing high-single digit, and the rest of the region which saw declines. In China, continued good demand for power train products into the Data Center end-market, coupled with the beginnings of recovery in residential and public buildings underpinned the growth, which was strengthened by some distributor stocking and commercial actions. Services also grew well. In the rest of the region, of the larger economies, Australia performed relatively better (down mid-single digit in Q2) improving sequentially from May to June with growth in demand for power systems, while the residential market was impacted though with some resilience in renovation. India was heavily impacted across the Energy Management portfolio due to the worsening contagion situation and

the implementation of nationwide lockdown in the quarter. In East Asia, the picture was more balanced with Japan, Indonesia, Thailand and Vietnam on the weaker side, while South Korea and Singapore performed relatively better.

**Rest of the World** (14% of Q2 revenues): contracted by -18.4% organically in Q2, down across most countries, but with some contrast between the magnitude of impact. Central and Eastern Europe showed resilience, in part due to the performance in Smart Grid Services. CIS, South America and Middle East all saw negative impacts consistent with the region average, albeit with bright spots in a limited number of individual countries. CIS saw weaker project sales due to issues in site access. South America was heavily impacted by COVID-19 towards the end of the quarter having earlier seen good demand from Metals, Mining & Minerals (MMM) and channel sales. Middle East showed a mixed picture with continued lower demand from utilities in Gulf states, offset by good demand for products in Turkey. Africa was particularly heavily impacted across the continent, with construction markets impacted by lockdown.

## **INDUSTRIAL AUTOMATION -10% ORG. GROWTH IN Q2**

Industrial Automation sales fell -10.4% organic in Q2. The results reflected the evolution of the economic cycle coupled with the impact of the COVID-19 crisis.

- **Discrete** as well as **Process & Hybrid** markets were down double digit.
- The Group's revenue from **Process & Hybrid** end markets decreased in Q2, with **Process Automation** impacted in the quarter due to specific project phasing. Certain segments such as WWW and MMM proved more resilient.
- The Group's industrial software offering performed well in the quarter adding resilience to the overall Industrial Automation portfolio, as did services.
- Sales to the **Discrete Automation markets** and **OEM** end market experienced a slowdown across many regions.

### **Trends for Industrial Automation, by geography:**

**North America** (19% of Q2 revenues) sales contracted -20.9% organically. U.S. sales fell in line with the region with the impact least in Canada and the most in Mexico. Process & Hybrid end-markets were particularly impacted by weak resource/energy markets in the U.S. including O&G though the Group's exposure to downstream and maintenance, performance analytics & upgrades proved more resilient and partly compensated. Industrial OEM was impacted by disruptions in various machinery sectors, again particularly in the U.S. Targeted segments (CPG, MMM, WWW), with the pull-through from Energy Management, continue to perform relatively better. Software performed strongly with customers demanding more digital/remote offerings for their factories and facilities, especially during the crisis. The smaller Canadian market fared better than the U.S. except in software while Mexico was weak across all areas.

**Western Europe** (27% of Q2 revenues) was down by -21.1% organic in Q2, having improved sequentially throughout the quarter. In a difficult industrial environment and severe lockdown, most countries showed a decline. Germany proved the most resilient with good demand from end-users, while the U.K. was impacted by a high base of comparison in Software. While the month of June showed sequential improvement in all major economies of the region, it was particularly notable for France which returned to growth driven both by the sale of products into discrete end-markets and a good performance in services. In Process & Hybrid markets, good demand was seen from the WWW segment. Italy and Spain were also weak in Industrial end markets due to manufacturing slowdown as a result of the crisis.

**Asia-Pacific** (39% of Q2 revenues) sales grew organically by +2.9% in Q2, with strong growth in China more than offsetting the weakness elsewhere in the region, notably in India, where the lockdown measures had a significant impact. China growth was mainly driven by OEM demand, notably in packaging, hoisting and material handling, while offers to the Process & Hybrid market remained challenged. Singapore grew, helped by Software sales, while Australia and Japan showed a degree of resilience towards the end of the quarter across both discrete and process end-markets.

**Rest of the World** (15% of Q2 revenues): saw -3.1% organic growth. The Middle East saw strong growth on account of a specific Cybersecurity projects in the Gulf while OEM sales in Turkey grew. CIS performed well in Discrete end markets. South America and Africa saw a decline; Central Europe was down.

## CONSOLIDATION<sup>2</sup> AND FOREIGN EXCHANGE IMPACTS IN Q2

Net acquisition / disposals had an impact of **-€100 million** or **-1.5%**. This includes the disposal of Pelco and Converse Energy Projects, and the deconsolidation of Electroshield Samara (all Energy Management) along with some minor acquisitions / disposals.

The impact of foreign exchange fluctuations was negative at **-€96 million** or **-1.0%**, with the strengthening of the U.S. Dollar against the Euro more than offset by the weakening of several new economies' currencies against the Euro.

Based on current rates, the FX impact on FY 2020 revenues is estimated to be between **-€500 million** to **-€600 million**. The FX impact at current rates on adjusted EBITA margin could be between **-30bps** to **-40bps**.

## II. H1 2020 KEY RESULTS

€ million	2019 H1	2020 H1	Organic Change	Reported change
<b>Revenues</b>	<b>13,202</b>	<b>11,575</b>	<b>-10.5%</b>	<b>-12.3%</b>
<b>Gross Profit</b>	<b>5,202</b>	<b>4,621</b>	<b>-10.1%</b>	<b>-11.2%</b>
<i>Gross profit margin</i>	<i>39.4%</i>	<i>39.9%</i>	<i>+20 bps</i>	<i>+50 bps</i>
<b>Support Function Costs</b>	<b>(3,242)</b>	<b>(3,045)</b>	<b>-5.0%</b>	<b>-6.1%</b>
<i>SFC ratio</i>	<i>24.6%</i>	<i>26.3%</i>	<i>+150 bps</i>	<i>+170 bps</i>
<b>Adjusted EBITA</b>	<b>1,960</b>	<b>1,576</b>	<b>-18.4%</b>	<b>-19.6%</b>
<i>Adjusted EBITA margin</i>	<i>14.8%</i>	<i>13.6%</i>	<i>-130 bps</i>	<i>-120 bps</i>
Restructuring costs	(101)	(221)		
Other operating income & expenses	(346)	(69)		
<b>EBITA</b>	<b>1,513</b>	<b>1,286</b>		<b>-15%</b>
Amortization & impairment of purchase accounting intangibles	(88)	(86)		
<b>Net income (Group share)</b>	<b>993</b>	<b>775</b>		<b>-22%</b>
<b>Adjusted Net Income<sup>3</sup></b>	<b>1,340</b>	<b>995</b>		<b>-26%</b>
<b>Adjusted EPS (€)</b>	<b>2.42</b>	<b>1.80</b>		<b>-26%</b>
<b>Free Cash Flow</b>	<b>837</b>	<b>965</b>		<b>+15%</b>

- **ADJUSTED EBITA MARGIN AT 13.6%, DOWN -130 BPS ORGANIC FROM RESILIENT GROSS MARGIN, POSITIVE MIX AND SFC TACTICAL SAVINGS**

**Gross profit** was down **-10.1%** organic with Gross margin improving by **+20bps** organic to **39.9%** in H1 2020 mainly driven by net price, productivity and a positive mix effect.

H1 2020 Adjusted EBITA reached **€1,576** million, decreasing organically by **-18.4%** and the Adjusted EBITA margin deteriorated by **-130 bps** organically to **13.6%**.

The key drivers contributing to the earnings change were the following:

- Volume impact was negative, **-€551** million.

2. Changes in scope of consolidation also include some minor reclassifications of offers among different businesses.

3. See appendix for Adjusted Net Income calculation

- The company continued to execute on its Tailored, Sustainable & Connected supply chain, contributing to an H1 industrial productivity level of **+€37 million**. While delivering a good level of productivity considering the negative volume environment, the Group was impacted by additional costs of air-freight and personal protective equipment and saw some temporary supply issues due to lockdown.
- The net price<sup>4</sup> impact was positive at **+€81 million** in H1 2020. Pricing on products was positive at **+€37 million** due to positive pricing actions taken in all geographies except China. In total, RMI was a tailwind at **+€44 million**.
- Cost of Goods Sold inflation was **-€27 million** in H1 2020, of which the production labor cost and other cost inflation was **-€32 million**, and a decrease in R&D in Cost of Goods Sold was **+€5 million**.

Support function costs decreased organically by **€151 million**, or **-5.0%** in H1 2020 but the Group was unable to fully compensate the fall in revenues leading the overall SFC to Sales ratio to rise from 24.6% to 26.3%, higher organically by 150bps. The reduction in support function cost was supported by tactical savings of around €200 million derived from the Group's agile response to the crisis and ongoing operational efficiency actions of around €150 million. The Group anticipates the benefit from tactical savings will progressively decrease over H2 2020 and mostly reverse in 2021. The ongoing operational efficiency actions for long-term efficiency and effectiveness are set to accelerate starting H2 and achieve around €1 billion between 2020-2022.

- The impact of foreign currency decreased the adjusted EBITA by **-€29 million** in H1 2020.
- H1 2020 resulted in favorable mix of **+€29 million** due to the balance of growth by geography, along with the relative growth rates of the product and systems business. For the full year, the mix impact could be around flat assuming a resumption of a normalized balance of growth in H2 between business and geographies.
- The impact from scope & others was **-€75 million** in H1 2020. Scope was a slight positive taking into account the effect of the disposal of Pelco and deconsolidation of Electroshield Samara.

By business, the H1 2020 adjusted EBITA for:

- **Energy Management** generated an adjusted EBITA of €1,494 million, or **17.1%** of revenues, down c. -80bps organic (down -50bps reported), due mainly to the decrease in volume, but partly offset by a strong positive mix effect, positive net pricing and SFC savings.

**Industrial Automation** generated an adjusted EBITA of €429 million, or **15.2%** of revenues, down c. -200bps organic (down -240bps reported), due mainly to the decrease in volume along with further impacts from labor inflation and a negative mix effect while product sales fell substantially, partly offset by SFC savings.

- **Central Functions & Digital Costs** in H1 2020 amounted to **€347 million** (€367 million H1 2019), rising slightly as a proportion of revenue to 3.0%. Costs have reduced in line with total SFC for the Group with the Corporate cost element decreasing at a higher rate while there was some increase in costs for digital and cybersecurity.

#### ▪ **ADJUSTED NET INCOME DOWN -26%**

Restructuring charges were **-€221 million** in H1 2020, €120m higher than last year due to additional costs associated with delivering the Group's structural savings and cost efficiency plan.

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4. Price on products and raw material impact

Other operating income and expenses had a negative impact of **-€69 million**, consisting mainly of some M&A and integration costs vs. -€346 million in H1 2019 which additionally included the loss on disposal of Pelco.

The amortization and depreciation of intangibles linked to acquisitions was **-€86 million** compared to -€88 million in the first half of last year.

Net financial expenses were **-€172 million**, €32 million higher than in H1 2019, with the cost of debt broadly flat in comparison to H1 2019. The increase in financial expenses can be ascribed mainly to the fair-value revaluation of financial assets.

Income tax amounted to **-€247 million**, lower than last year by €39 million. The effective tax rate was 24.0%, in line with the expected range of ETR of 22%-24% in 2020.

There was no impact from discontinued operations in H1 2020, compared to +€4 million in H1 2019.

Share of profit on associates decreased slightly to **+€40 million**, from +€41 million in the first half of last year. The Group share of Delixi net income was **+€40m**, up c.+€6m year-on-year, with strong performance resulting in organic growth at both the gross margin and operating margin level.

As a result, Net Income was **€775 million** in H1 2020, down -22% from H1 2019.

The Adjusted Net Income<sup>5</sup> was **€995 million** in H1 2020, down -26% vs. H1 2019.

- **FREE CASH FLOW REACHED €965 MILLION, UP 15% DUE TO DILIGENT WORKING CAPITAL MANAGEMENT**

Despite the decline in revenue in H1, free cash flow was strong at **€965 million**. Net capital expenditure of €339 million remained stable as a percentage of revenue at around 3%, and the strong cash performance was driven by working capital movements. A positive evolution on receivables and payables was partly offset by an increase in inventory.

- **BALANCE SHEET REMAINS STRONG**

Schneider Electric's net debt at June 30, 2020 amounted to **€4,770 million** (€3,792 million in December 2019) after payment of €1.4 billion to fulfill the 2019 dividend, net acquisitions of €140 million and the strong free cashflow performance of H1.

As at June 30, 2020, Schneider Electric had total liquidity of around **€9.6 billion**.

As at date, Schneider Electric has total liquidity of around **€8 billion**, including cash and cash equivalents and available committed credit lines. This figure is after the successful launch of three bonds during H1, the payment of the 2019 dividend and the cash paid (c. €1.3 billion) for the acquisition of RIB Software.

The Group has sufficient liquidity for its operation and debt repayments.

### III. M&A UPDATE

#### Acquisitions

##### RIB Software

As announced on 10 July 2020, Schneider Electric has successfully completed the voluntary public takeover offer for all outstanding shares of RIB Software SE. RIB will be consolidated as part of the Energy Management business.

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5. See appendix for Adjusted Net Income calculation

Larsen & Toubro E&A

The continuing nationwide lockdown in India has delayed the final completion of the group's purchase of L&T's electrical and automation business. The transaction is expected to close during H2 2020.

ProLeiT

Completion of the bolt-on acquisition of ProLeiT announced on 23 April, enhancing the Group's offering in the Consumer-Packaged Goods segment, remains ongoing. The transaction is expected to close in the coming weeks.

### **Disposals**

The Group remains committed to its portfolio optimization program for disposals/deconsolidation of revenues of € 1.5bn to € 2bn. There is no significant disposal to report in H1, 2020 further to the revenues of €0.6 billion disposed in 2019. The initial timeline for this portfolio optimization program was by 2021. In light of the COVID-19 crisis, it is reasonable to expect a delay of around one year to such timeline though the preparation and work surrounding portfolio optimization continues.

## **IV. SCHNEIDER SUSTAINABILITY IMPACT**

The Schneider Sustainability Impact 2018-2020 is the Group's transformation plan and steering tool measuring progress towards its ambitious sustainability commitments. Details can be found at: <https://www.schneider-electric.com/en/about-us/sustainability/sustainable-performance/barometer.jsp>

In Q2, the Schneider Sustainability Impact reaches a score of **7.71** out of 10, as the Group continues to execute its three-year sustainability plan.

## **V. SHARE BUYBACK**

On February 14, 2019, the Group initiated a new €1.5bn to €2.0bn share buyback program over 3 years (2019-2021). Schneider Electric suspended the buyback of its shares aligned with the withdrawal of its 2020 guidance pursuant to its March 23, 2020 communication. €316 million of buyback had been completed prior to the suspension of the program.

As of the date of this release, the Group has re-established targets for 2020 and the share buyback program is no longer suspended. The Group notes the economic uncertainties that continue into H2 2020 and will act accordingly, taking a cautious approach in implementing its existing buyback program in the coming months.

## **VI. CORPORATE GOVERNANCE**

In pursuance of the amendment of the Articles of Association approved by the shareholders at the General Meeting held on April 23, 2020 allowing the appointment of the second employee representative by the European Works Council, Schneider Electric's board of directors will include a new member, Ms. Rita Felix, as second director representing the employees. Ms. Rita Felix, 37 years old, a Portuguese national, has been working in the Group for 8 years and is currently Product Manager Officer (PMO) and Inside Sales Director. Given Rita Felix' interest in human resources topics and her experience as a member of the European Works Council for more than two years, she is joining the Human Resources & CSR committee.

Schneider Electric's board of directors now comprises 14 directors out of which 3 are employees.

## VII. DIVIDEND

The dividend payment of €2.55 per share for Fiscal Year 2019 was paid on May 7, 2020.

The dividend payment for Fiscal Year 2020 will be on May 12, 2021.

## VIII. H2 2020 EXPECTED MARKET TRENDS

The Group recognizes the ongoing uncertainty and challenges relating to the continuing global health and economic crisis. It is hard to predict whether there might be another significant lockdown in major economies following a second wave of contagion. On the assumption that is not the case, the Group currently expects the following trends in H2 2020:

- In North America, the Group recognizes the uncertainty presented by a strong increase in contagion in several states in the South and West of the U.S. and associated containment measures resulting in a mixed picture across the country. The Group notes strong economic data related to residential construction and robust demand in data center end-market. Though several segments show pockets of resilience linked to digitization and services, the overall demand remains challenged. The Group expects continued softness in Mexico.
- The Group expects China to continue the growth trend commenced in Q2, with a continuation of economic recovery led by OEM and Data Center end-markets, and with pick-up in Infrastructure and Construction in H2.
- For the rest of Asia Pacific, the Group expects India to remain impacted in H2 based on increasing levels of contagion resulting in recent resurgence of lockdowns. South East Asia and countries in the Pacific could see improvement in economic activity though varied by country.
- The Group expects major Western Europe economies to progressively recover in H2, with rate and strength of recovery varied by country.
- The Group expects continued softness in the Rest of the World, although with some pockets of optimism. A high base of comparison in Industrial Automation is noted for H2.

## IX. 2020 TARGETS

Following the resilient H1 and acknowledging the uncertain macro-economic trends, the Group re-establishes targets for FY 2020 as it deploys its strategic priorities in key markets to drive towards its medium-term ambition.

In the current context, the Group notes the inherent uncertainty around the impact of the ongoing crisis and the possibility of second waves of lockdowns and contagion in several countries. Based on the current economic climate, the Group sets targets for 2020 as follows:

- Revenue expected to be between -7% to -10% organic
- Adjusted EBITA margin expected to be between -50bps to -90bps organic, implying Adjusted EBITA margin between 14.5% to 15.0% (including scope and FX based on current estimation)

*Further notes on 2020 available in appendix*

## X. ACROSS CYCLE & MEDIUM-TERM AMBITION REITERATED

Schneider Electric believes that its strategy and positioning is well oriented to drive strong and profitable growth across the economic cycle. The Group believes it is well positioned in most of its end-markets and with its portfolio for growing in a post COVID-19 world, with possible additional benefit from government stimulus actions across the world. The Group would therefore share its across cycle and medium-term ambition as follows:

- Organic revenue growth of between +3% to +6%, on average across the cycle
- Achieve higher margins with a first step of moving adjusted EBITA margin to around 17% by 2022 (at 2019 constant currency)
- Free cashflow to be around €3 billion, on average across the cycle

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*The financial statements of the period ending June 30, 2020 were established by the Board of Directors on July 28, 2020 and certified by the Group auditors on that date.*

*The Q2 2020 & H1 2020 Results presentation is available at [www.se.com](http://www.se.com)*

*Q3 2020 Revenues will be presented on October 22, 2020.*

**Disclaimer:** All forward-looking statements are Schneider Electric management’s present expectations of future events and are subject to a number of factors and uncertainties that could cause actual results to differ materially from those described in the forward-looking statements. For a detailed description of these factors and uncertainties, please refer to the section “Risk Factors” in our Annual Registration Document (which is available on [www.se.com](http://www.se.com)). Schneider Electric undertakes no obligation to publicly update or revise any of these forward-looking statements.

### About Schneider Electric

At Schneider, we believe **access to energy and digital** is a basic human right. We empower all to **make the most of their energy and resources**, ensuring **Life Is On** everywhere, for everyone, at every moment.

We provide energy and automation digital solutions for efficiency and sustainability. We combine world-leading energy technologies, real-time automation, software and services into integrated solutions for Homes, Buildings, Data Centers, Infrastructure and Industries.

We are committed to unleash the infinite possibilities of an open, global, innovative community that is passionate about our **Meaningful Purpose, Inclusive and Empowered** values.

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## Appendix – Further notes on 2020

- **Foreign Exchange impact:** Based on current rates, the FX impact on FY 2020 revenues is estimated to be between -€500 million to -€600 million. The FX impact at current rates on adjusted EBITA margin could be between -30bps to -40bps
- **Scope:** Around -€300 million on 2020 revenues and c.+20bps on 2020 Adj. EBITA margin
- **Tax rate:** The ETR is expected to be in a 22-24% range in 2020
- **Restructuring:** The Group expects additional restructuring costs of between €400 - €500 million in aggregate over three years (2020-2022) due to COVID-19 in addition to a base level of restructuring similar to 2019, taking the total level of expected restructuring costs in this period to between €1.15 - €1.25 billion
- **Industrial Productivity:** The Group expects industrial productivity in 2020 to be heavily impacted by the volume decreases and additional costs brought about by COVID-19. Over a three-year period (2020-2022) the Group now expects Industrial Productivity of around €1 billion

## Appendix – Revenues breakdown by business

Second quarter 2020 revenues by business were as follows:

€ million	Q2 2020				
	Revenues	Organic growth	Changes in scope of consolidation	Currency effect	Reported growth
Energy Management	4,372	-15.4%	-1.8%	-0.8%	-18.0%
Industrial Automation	1,373	-10.4%	-0.2%	-1.4%	-12.0%
<b>Group</b>	<b>5,745</b>	<b>-14.2%</b>	<b>-1.5%</b>	<b>-1.0%</b>	<b>-16.7%</b>

Half year 2020 revenues by business were as follows:

€ million	H1 2020				
	Revenues	Organic growth	Changes in scope of consolidation	Currency effect	Reported growth
Energy Management	8,755	-11.0%	-2.0%	-0.1%	-13.1%
Industrial Automation	2,820	-8.9%	-0.5%	-0.5%	-9.9%
<b>Group</b>	<b>11,575</b>	<b>-10.5%</b>	<b>-1.7%</b>	<b>-0.1%</b>	<b>-12.3%</b>

Appendix – Consolidation

In number of months	Acquisition /Disposal	2019				2020			
		Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4
<b>Pelco</b> Energy Management Business €169 million revenues in FY2018 (ending December 2018)	Disposal	3m	1m						
<b>U.S. Panel offer</b> Industrial Automation Business €80 million of annualized revenues	Disposal	3m							
<b>Converse Energy Projects</b> Energy Management Business ~ €140 million revenues in FY 2019 (ending December 2019)	Disposal	3m	3m	3m	3m				
<b>Electroshield Samara</b> Energy Management Business ~ €145 million revenues in FY 2019 (ending December 2019)	Disposal	3m	3m	3m	3m				

Appendix – Gross Margin, Analysis of Change

	H1
	Gross Margin
H1 2019 GM	39.4%
Volume	0.0pts
Net Price	+0.6pts
Productivity	+0.3pts
Mix	+0.2pts
R&D & Production Labor Inflation	-0.2pts
FX	-0.1pts
Scope & Others	-0.3pts
<b>H1 2020 GM</b>	<b>39.9%</b>

Appendix - Results breakdown by business

€ million		H1 2019	H1 2020	Organic
Energy Management	<i>Revenues</i>	10,072	8,755	
	<i>Adjusted EBITA</i>	1,776	1,494	
	<i>Adjusted EBITA margin</i>	17.6%	17.1%	c. -80 bps
Industrial Automation	<i>Revenues</i>	3,130	2,820	
	<i>Adjusted EBITA</i>	551	429	
	<i>Adjusted EBITA margin</i>	17.6%	15.2%	c. -200 bps
Corporate	<i>Central Functions &amp; Digital Costs</i>	(367)	(347)	
Total Group	<i>Revenues</i>	13,202	11,575	
	<i>Adjusted EBITA</i>	1,960	1,576	
	<i>Adjusted EBITA margin</i>	14.8%	13.6%	-130 bps

Appendix – Adjusted Net Income & EPS

Key figures (€ million)	H1 2019	H1 2020	Change
<b>Adjusted EBITA</b>	<b>1,960</b>	<b>1,576</b>	<b>-20%</b>
Amortization of purchase accounting intangibles	(88)	(86)	
Financial Costs	(140)	(172)	
Income tax with impact from adjusted items	(386)	(317)	
Discontinued ops	4	-	
Equity investment & Minority Interests	(10)	(6)	
<b>Adjusted Net Income (Group share)</b>	<b>1,340</b>	<b>995</b>	<b>-26%</b>
<b>Adjusted EPS (€)</b>	<b>2.42</b>	<b>1.80</b>	<b>-26%</b>

In H2 2019, the Group changed its definition of Adjusted Net Income, which includes the adjusted EBITA, PPA amortization (excluding impairment), net financial income & loss, income tax expense on the above at the effective tax rate, discontinued operations net income, share of profit & loss of associates and impact of non-controlling interests. This enables the Adjusted Net Income to be more transparently derived from the financial statements. The H1 2019 Adjusted Net Income has been restated to reflect the revised definition, resulting in an increase of +€85 million compared to the published figure. The Adjusted EPS for H1 2019 improves by €0.15.

## Appendix – Free Cash Flow and Net Debt

Analysis of debt change in €m	H1 2019	H1 2020
<b>Net debt at opening at Dec. 31</b>	<b>(5,136)</b>	<b>(3,792)</b>
Operating cash flow	1,791	1,459
Capital expenditure – net	(380)	(339)
<b>Operating cash flow, net of capex</b>	<b>1,411</b>	<b>1,120</b>
Change in trade working capital	(381)	178
Change in non-trade working capital	(193)	(333)
<b>Free cash flow</b>	<b>837</b>	<b>965</b>
Dividends	(1,333)	(1,427)
Acquisitions – net	(74)	(140)
Net capital increase	(76)	(50)
FX & other (incl. IFRS 16)	(297)	(326)
<b>(Increase) / Decrease in net debt</b>	<b>(943)</b>	<b>(978)</b>
<b>Net debt at Jun. 30</b>	<b>(6,079)</b>	<b>(4,770)</b>

### Press release of 25 August 2020 on Schneider Electric full endorsement of AVEVA’s proposed acquisition of OSIsoft

#### “Schneider Electric fully endorses AVEVA’s proposed acquisition of OSIsoft

**Rueil-Malmaison (France), August 25, 2020** – Schneider Electric, the global leader in digital transformation of energy management and automation, fully endorses the transaction announced today by AVEVA regarding its proposed acquisition of OSIsoft for a consideration of \$5bn.

Schneider Electric is AVEVA’s majority shareholder with 60.2% ownership and board representation, and fully consolidates AVEVA in its group financial statements. Schneider Electric believes this represents the next step in AVEVA’s evolution. This acquisition will provide significant value to industrial customers as well as across Schneider Electric’s other end-markets: Building, Infrastructure and Data Center. The details and rationale of the transaction have been shared in AVEVA’s press release today available on their website <https://investors.AVEVA.com/>

In 2018, Schneider Electric merged its industrial software business with AVEVA to create a unique value proposition for customers in the process and hybrid industries. Since then, Schneider Electric has supported AVEVA’s expansion, including into new end-markets and geographies. The merger has been successful and has been creating value for both companies, continuing to deliver strong growth and synergies for both AVEVA and Schneider, with AVEVA now part of the FTSE 100.

#### Strategic Context of the Transaction

- The transaction announced today is aligned with Schneider Electric’s strategic vision to grow its suite of best-in-class, end-to-end software. The Group remains committed to helping customers on their digital transformation journey to drive sustainability, efficiency and resiliency.
- OSIsoft's PI System is a leading platform for data acquisition and data structuring for its customers, specialized on the mission-critical applications on which AVEVA and Schneider are focused. It delivers aggregation and visualization of real-time sensor, actuator and control data in an open infrastructure to support best-of-breed ecosystems. It is scalable, supporting small to enterprise-wide deployments.

- This agnostic data ingestion and structuring layer complements Schneider Electric’s existing software portfolio which covers the full lifecycle from **Design & Build**, including AVEVA’s Unified Engineering platform, RIB and IGE-XAO, to **Operate & Maintain**, including AVEVA’s Asset Performance and Planning & Operations applications and the targeted Ecostruxure Advisors developed by Schneider. These capabilities are delivered on the edge and on the cloud depending on technology and customer preference.
- The acquisition of OSIsoft by AVEVA reinforces its position as a leading agnostic Industrial IOT software player while retaining the culture, speed and business model of a software company.
- With this transaction, Schneider Electric will have enhanced offerings across the life cycle in all its end-markets with an unparalleled portfolio of industrial software for long-term revenue growth.
- The Group remains focused on growing its Software and Service revenue which represented 17% of group revenues in H1 2020. Such revenues have higher level of resiliency and proportion of subscription/recurring revenue. The OSIsoft transaction is expected to be around 30bps margin accretive to Adj EBITA based on LTM (12 months to June 30, 2020).

Commenting on the transaction, Jean-Pascal Tricoire, Chairman and CEO said: *“All of our customers are focused more than ever on their digitization agenda on which AVEVA and Schneider have been partnering to deliver solutions which range from “control agnostic” to fully integrated “plug-and-play”. Always targeting mission critical applications, we have built a full portfolio of capabilities with the clear objective to bridge the world of Design & Build and the world of Operate & Maintain, collecting an ever-growing amount of data. OSIsoft and its renowned PI System bring along the needed capability of a reference and agnostic platform for data acquisition and structuring - across the whole life of the installations which are at the core of our focus. At a consolidated Group level, we plan to bring OSIsoft teams access to new geographies, new segments, new customers, and create value from connecting data to the unparalleled set of applications from AVEVA- and Schneider portfolio of software.”*

#### **Further Information**

- Schneider Electric has agreed to guarantee c.60% of the AVEVA bridge loan to equity and has committed to subscribe its pro-rata share (c.\$2.1bn) of the proposed AVEVA rights-issue to fund the transaction.
- Schneider Electric acknowledges a marginal dilution of its stake in AVEVA to c.57% due to the structure of the transaction and the merits of having OSIsoft’s founder, Dr. J. Patrick Kennedy, as a key stakeholder. The Group continues to believe that a majority shareholding in an agnostic software company is important to drive revenue synergies
- The additional consolidated long-term debt at Group level is limited to \$900m and the Group remains attached to maintaining a solid investment grade credit rating.
- The Group’s capital allocation policy of M&A in the core, disposal of non-core activities and dividend remain unchanged.
- In light of the economic uncertainties and the effects of the proposed transaction, Schneider Electric expects to put its current share buy-back program on hold in the near term, though it commits to neutralise its employee share plans.

AVEVA has arranged a conference call at 08.30am UK time to discuss the transaction, details are available in AVEVA’s press release. In addition, Schneider Electric will host a call from 10.15am to 11:00am UK time to discuss its perspective on the transaction and take questions from analysts and investors. Dial in details for the Schneider Electric’s call at 10.15am UK time are:

UNITED KINGDOM: + 44-20-7950-6551  
 FRANCE: + 33-1-70-75-25-35  
 USA: + 1-210-795-1143 or toll free +1 866-297-1588  
 Passcode: 6680923

JP Morgan is acting as financial advisor to Schneider Electric.

## About Schneider Electric

At Schneider, we believe **access to energy and digital** is a basic human right. We empower all to **make the most of their energy and resources**, ensuring **Life Is On** everywhere, for everyone, at every moment.

We provide energy and automation digital solutions for efficiency and sustainability. We combine world-leading energy technologies, real-time automation, software and services into integrated solutions for Homes, Buildings, Data Centers, Infrastructure and Industries.

We are committed to unleash the infinite possibilities of an open, global, innovative community that is passionate about our **Meaningful Purpose, Inclusive and Empowered** values.

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**Press release of 31 August 2020 on Schneider Electric completing the transaction to combine its Low Voltage and Industrial Automation business in India with Larsen & Toubro’s Electrical & Automation business**

**“Schneider Electric completes transaction to combine its Low Voltage and Industrial Automation business in India with Larsen & Toubro’s Electrical & Automation business**

**Rueil-Malmaison (France), August 31, 2020** – Further to the announcement made on [1<sup>st</sup> May 2018](#), Schneider Electric, the global leader in digital transformation of energy management and automation, is pleased to announce that it has successfully completed the transaction to combine Schneider Electric India’s Low voltage and Industrial Automation Products business and Larsen and Toubro (“L&T”) Electrical and Automation business.

Schneider Electric holds 65% of the combined business, while Temasek, a global investment company headquartered in Singapore, holds the remaining stake.

With closing of the transaction, India is set to become the third largest country of Schneider Electric in terms of revenues and one of its key global innovation and manufacturing hubs.

The Combined Business would be fully consolidated in the Group’s accounts.

## About Schneider Electric

At Schneider, we believe **access to energy and digital** is a basic human right. We empower all to **do more with less**, ensuring **Life Is On** everywhere, for everyone, at every moment.

We provide **energy and automation digital** solutions for **efficiency and sustainability**. We combine world-leading energy technologies, real-time automation, software and services into integrated solutions for Homes, Buildings, Data Centers, Infrastructure and Industries.

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Press release of 22 October 2020 on Schneider Electric third quarter revenues for the period ending 30 September 2020

**“STRONG REBOUND IN Q3 2020; REVENUE UP +1.3% ORGANIC  
FULL YEAR 2020 TARGETS UPGRADED**

- 
- **Both businesses and all regions contributing to sequential improvement**
    - **Energy Management up +2.5% org.; U.S. +2% org., China +12% org., W. Europe +1% org. and RoW +1% org.**
    - **Industrial Automation down -2.5% org.; Discrete automation growing mid-single digit, Process & hybrid down largely on account of process markets globally; Services up mid-single digit**
  - **Pricing actions supporting organic growth in products business**
  - **Software & Services showing resilience with AVEVA impacted in Q3 due to timing and high base of comparison**
  - **Uncertainty on Q4 2020 remains with an acceleration of COVID-19 cases in several geographies**
  - **Full year 2020 Targets upgraded**
- 

**Rueil-Malmaison (France), October 22, 2020** - Schneider Electric announced today its third quarter revenues for the period ending September 30, 2020.

Jean-Pascal Tricoire, Chairman and CEO commented: *“During the third quarter, Schneider rebounded strongly, returning to growth in many economies exiting the strict lockdowns we saw in Q2.*

*We saw a progressive recovery across the business throughout the quarter, which was boosted, in part, by pent-up demand from past orders and re-stocking in our distribution channels.*

*In respect of financial performance, Energy Management is back to growth across all four geographies. In Industrial Automation, short-cycle OEM performed strongly in the quarter while mid to late cycle demand remains impacted by the economic cycle and COVID-19 crisis.*

*While COVID-19 contagion levels continue to contribute toward uncertainty for Q4, the crisis has reinforced our customer’s agenda for sustainability and digitization, both areas where Schneider has focused its strategy, accelerating adoption of our full suite of digital solutions to serve these growing needs. We remain focused on the execution of our strategic priorities of more products, more services, more software and better systems across our two synergetic businesses.*

*We also had an active Q3 in terms of M&A with the completion of the acquisitions of L&T E&A, RIB Software and ProLeiT, and the announcement by our subsidiary, AVEVA, of the signing of OSIsoft. A key priority for us is integrating these offers into our compelling portfolio for the benefit of our customers.*

*As a result of the strong third quarter performance, and factoring the uncertainties for Q4, we are upgrading our Full Year 2020 targets set out in July 2020 and remain committed to our 2022 adjusted EBITA margin ambition of around 17%.”*

## **I. THIRD QUARTER REVENUES WERE UP +1.3% ORGANICALLY**

2020 Q3 revenues were **€6,458 million**, up **+1.3%** organically and down **-2.8%** on a reported basis.

**Products** grew mid-single digit organic in Q3, benefiting from offers for Residential & Small buildings and from offers for discrete industrial markets through our multi-local approach and unrivaled partner network. Products grew across most geographies partly impacted by distributor restocking.

**Systems** (projects and equipment) decreased mid-single digit organic in Q3. Industrial Automation contracted more than Energy Management. The Group continues to focus on ensuring profitable growth in systems.

**Software & Services** is down low-single digit in Q3 driven by a high base of comparison in Software and the impact of timing of specific projects of AVEVA that were pushed into Q4. Services were up in the quarter with contribution

from both businesses. Field technicians progressively were able to return to sites in Q3. The Group continues to implement its strategy to service its installed base across electro-intensive customers and critical infrastructures.

**Digital update:** The Group continues to make good progress in the growth of assets under management (AuM), reaching 3.8 million, up +46% year-on-year by the end of September 2020.

The breakdown of revenue by business and geography was as follows:

€ million		Q3 2020		
		Revenues	Organic Growth	Reported Growth
<b>Energy Management</b>	North America	1,582	+2.1%	-3.2%
	Western Europe	1,238	+1.1%	+0.1%
	Asia Pacific	1,475	+4.9%	+3.1%
	Rest of the World	710	+1.2%	-11.8%
	<b>Total Energy Management</b>	<b>5,005</b>	<b>+2.5%</b>	<b>-2.0%</b>
<b>Industrial Automation</b>	North America	276	-7.0%	-13.5%
	Western Europe	404	-9.7%	-9.5%
	Asia Pacific	534	+5.5%	+4.8%
	Rest of the World	239	-0.3%	-9.3%
	<b>Total Industrial Automation</b>	<b>1,453</b>	<b>-2.5%</b>	<b>-5.6%</b>
<b>Group</b>	North America	1,858	+0.6%	-4.9%
	Western Europe	1,642	-1.8%	-2.5%
	Asia Pacific	2,009	+5.1%	+3.5%
	Rest of the World	949	+0.8%	-11.2%
	<b>Total Group</b>	<b>6,458</b>	<b>+1.3%</b>	<b>-2.8%</b>

€ million		9m YTD 2020		
		Revenues	Organic Growth	Reported Growth
<b>Energy Management</b>	North America	4,497	-5.9%	-7.5%
	Western Europe	3,435	-6.0%	-8.2%
	Asia Pacific	3,877	-7.5%	-8.8%
	Rest of the World	1,951	-7.2%	-16.2%
	<b>Total Energy Management</b>	<b>13,760</b>	<b>-6.6%</b>	<b>-9.3%</b>
<b>Industrial Automation</b>	North America	843	-10.5%	-12.3%
	Western Europe	1,245	-12.2%	-13.2%
	Asia Pacific	1,482	-2.7%	-2.7%
	Rest of the World	703	+0.0%	-6.2%
	<b>Total Industrial Automation</b>	<b>4,273</b>	<b>-6.8%</b>	<b>-8.5%</b>
<b>Group</b>	North America	5,340	-6.6%	-8.3%
	Western Europe	4,680	-7.8%	-9.6%
	Asia Pacific	5,359	-6.2%	-7.2%
	Rest of the World	2,654	-5.4%	-13.7%
	<b>Total Group</b>	<b>18,033</b>	<b>-6.6%</b>	<b>-9.1%</b>

**GOOD PERFORMANCE IN ENERGY MANAGEMENT IN Q3 UP +2.5% ORG.**

Energy Management returned to positive organic growth in all regions led by Asia Pacific and North America. This growth was stronger towards the end of the quarter. Restocking, as noted at the end of Q2, continued as underlying markets improved. Price increases also supported the organic growth in the quarter.

- **Buildings** – Residential construction continued its positive trend from the end of Q2 in both new build and Renovation, Maintenance, Improvement helped by increased consumer spending and working from home trends. Areas of resilience noted earlier this year including Hospitals/Healthcare, Life Science and Digital Buildings remained solid. Commercial & Industrial Building (CIB) activity restarted in most regions after sites had been closed during lockdowns.
  - **Data Center (DC)** – DC demand continued to remain strong helped by increased internet traffic, digitization trends and surge in video/virtual meeting platforms. Sales continue to be impacted by the high base of comparison in 2019, particularly for hyper-scale DC. Edge computing is experiencing strong demand across geographies due to the need for reduced latency, higher fidelity and data-security.
  - **Infrastructure** – Electric utility networks has remained a strong area for investment with government/private utilities ensuring the stability of their grids and supply during COVID-19 while also increasingly focusing on sustainability factors. The Group experienced good demand of its Smart Grid offers. Marine, Mobility and Water & Wastewater (WWW) segments were negatively impacted by COVID-19.
- Industry** – Oil & Gas (O&G) and Metals, Mining & Minerals (MMM) remain impacted due to lower levels of capital investment. The Group continues to offer OpEx solutions to drive efficiency and sustainability for customers. The level of Field services is being normalized as the lockdowns have eased and customers are focused on ensuring real time data and resilience from their installations.

#### **Trends for Energy Management, by geography:**

**North America** (32% of Q3 revenues) was up +2.1% organically, with a particularly strong end to the quarter. Performance was driven by the U.S. which delivered solid revenue growth; Canada saw mid-single digit growth in the quarter, while Mexico was slightly down. Residential offers have continued to strengthen since the lockdowns of Q2. Non-residential markets have witnessed quick restarts since easing of lockdowns as well as increased demand for digital offerings linked to health and safety. The Data Center end-market continues to be impacted by the high base of comparison from hyperscale. Supply chain issues relating to COVID-19 highlighted in the earlier part of this year are largely resolved and capacity is being normalized to meet demand. Field services have started to return to normal but in some cases site access is still not fully open.

**Western Europe** (25% of Q3 revenues) posted organic growth of +1.1% in Q3, as the major economies of the region continued their rebound from the effects of COVID-19 in Q2. Within the quarter, monthly performance was relatively stable. In the major economies of the region, Germany saw solid growth, benefitting from good traction in residential and driven by specific projects, while the U.K. was around flat with good performance in the Data Center end-market offset by softer demand in residential. France, Italy and Spain were down slightly, but showed significant sequential improvement in Q3 versus Q2, with contrasted performance across end-markets. In France, offers for the residential segment grew well, while the CIB market remained more challenged. Sales into the Data Center end-market grew well, and Field services showed good traction as engineers returned to the field, growing high single digit. Italy and Spain saw good performance in residential offers, but not fully offsetting the continued softness in non-residential offers. The resilient regional performance was further boosted by strong growth in Switzerland, Denmark and Ireland.

**Asia-Pacific** (29% of Q3 revenues) was up +4.9% organically in Q3 and showing sequential improvement as the quarter progressed. The region benefitted from the continuation of the economic recovery in China which began in Q2, and from a strong rebound (double-digit) in India. China is up double-digit for the quarter. Delixi (the Group's non-consolidated subsidiary in China) recorded high double-digit growth. Australia delivered a flat performance for the quarter impacted by the lockdown in the state of Victoria. In other parts of the region, Singapore and South Korea saw good growth while Japan, Philippines and Vietnam were weak. Indonesia was negatively impacted on account of delayed investment plans of large customers. Residential offers were strong across most countries helped by distributors restocking. Data center demand remained robust.

**Rest of the World** (14% of Q3 revenues) showed solid performance through the third quarter, growing +1.2% organic, however contrasted between countries as expected. CIS grew well, mostly coming from Russia. South America also saw good growth, including strong demand for MV/LV products in Brazil & supported by Argentina and Peru. Africa was slightly up, mainly driven by project execution in Egypt. In the Middle East, revenues were down low-single digit, with Gulf countries impacted by delays in execution of projects, partly offset by good demand in Turkey across all technologies. Central and Eastern Europe was also down, in part impacted by MV offers performance.

### **INDUSTRIAL AUTOMATION -2.5% ORG. GROWTH IN Q3 WITH GROWTH IN DISCRETE MARKETS WHILE PROCESS AND HYBRID MARKETS REMAIN CHALLENGED**

The Group delivered -2.5% organic growth in Industrial Automation in Q3, impacted by continued softness in Process & Hybrid end markets and a high base of comparison in Software, while Discrete markets recovered well.

- The Quarter reflected the evolution of the economic cycle coupled with the impact of the COVID-19 crisis. The business benefited from its balanced portfolio: a strong performance in Discrete offers during the quarter in most geographies while Process & Hybrid markets were down.
- AVEVA Software revenues decreased in the quarter due to high base of comparison and some slippage into Q4.
- Certain segments such as MMM, WWW and Consumer-Packaged Goods (CPG) proved more resilient. Demand from O&G was weighed down by COVID-19 and the impact of oil prices. The Group continues to offer OpEx solutions combining Schneider Electric and AVEVA solutions to drive efficiency and sustainability for customers.

#### **Trends for Industrial Automation, by geography:**

**North America** (19% of Q3 revenues) was down -7.0% organic in Q3, showing a sequential improvement against the trough of Q2 performance but remaining inhibited by softness in mid/late-cycle demand. By country, U.S. was down low-single digit, contrasted between good demand for products in Discrete automation and continued good performance of industrial software, offset by weakness in demand from Process and Hybrid industries. Canada and Mexico both saw continued weakness, with revenues down across the full line of Automation offers. Canada has seen some recovery in MMM markets while Mexico remains impacted by on-going COVID-19 issues.

**Western Europe** (28% of Q3 revenues) was down -9.7% organic over Q3, with each of the major economies of Germany, U.K., France, Italy and Spain down. Italy and Germany were most impacted with sales to Discrete end-markets remaining weak but showed some improvement against Q2 performance with pockets of resilience seen in Process & Hybrid markets. Italy continued to be impacted by the ongoing COVID-19 related manufacturing slowdown. France, Spain and the U.K. performed relatively better while still down, with Spain improving sequentially through Q3 and France having a good performance towards the end of the quarter, with the quarter impacted by project phasing.

**Asia-Pacific** (37% of Q3 revenues) was up +5.5% organic for the quarter with demand in China more than offsetting weakness elsewhere in the region. China was up strong double-digit in Q3 with OEM continuing to lead the organic growth supported by good underlying domestic demand and recovering export markets. In Australia performance was significantly impacted by the lockdown in the state of Victoria. India showed significant improvement through the quarter after a very difficult Q2. Japan and South Korea were down.

**Rest of the World** (16% of Q3 revenues) was down -0.3% organic, performing well against a high (double-digit) base of comparison from Q3'19 with strong growth driven by discrete automation offers more than offsetting continued softness in Process & Hybrid markets. CIS grew strongly, driven by Industrial markets in Russia, while South America posted good growth across several countries, notwithstanding the high base of comparison mainly in demand from Brazil in CPG and MMM segments. Middle East and Africa each proved resilient, delivering results that were around flat. Africa was up slightly, showing good resilience across automation offers, while the Middle East was down slightly against a high base of comparison in the Gulf countries, OEM sales in Turkey grew. Central Europe was down.

## II. CONSOLIDATION<sup>6</sup> AND FOREIGN EXCHANGE IMPACTS IN Q3

Net acquisition / disposals had an impact of **+€24 million** or **+0.4%**. This includes the disposal of Converse Energy Projects and the deconsolidation of Electroshield Samara along with the acquisition of RIB Software, L&T E&A and ProLeiT.

The impact of foreign exchange fluctuations was negative at **-€296 million** or **-4.5%**, primarily due to the strengthening of the EUR against the USD and new economies' currencies.

Based on current rates, the FX impact on FY 2020 revenues is estimated to be between **-€600 to -€700 million**. The FX impact at current rates on adjusted EBITA margin could be at the higher end of the **-30bps to -40bps** range.

## III. SCHNEIDER SUSTAINABILITY IMPACT

The Schneider Sustainability Impact 2018-2020 is the Group's transformation plan and steering tool measuring progress towards its ambitious sustainability commitments. Details can be found at:

<https://www.se.com/en/about-us/sustainability/sustainable-performance/barometer.jsp>

In Q3, the Schneider Sustainability Impact posted a strong reading of **8.63** out of 10 (up from 7.71/10 in H1). The Group believes it is well on its way to achieving its year-end sustainability targets of at least 9/10.

The Group will unveil its new 5-year SSI as part of a **Virtual ESG investor event on November 16, 2020**.

## IV. PORTFOLIO UPDATES

Acquisitions:

- As announced on August 4, 2020, the Group finalized the acquisition of ProLeiT. This bolt-on acquisition enhances Schneider Electric's offering in the CPG segment with a specific focus on Food & Beverage, Chemical and Lifesciences. ProLeiT is consolidated in the Group Accounts from August 1<sup>st</sup>, 2020 within the Industrial Automation business.
- As announced on August 25, 2020, Schneider Electric fully endorsed the transaction announced by its subsidiary AVEVA regarding AVEVA's proposed acquisition of OSIsoft for a consideration of \$5 billion.

The prospectus is expected to be issued in November and the deal is expected to close at or around the end of the year.

- As announced on August 31, 2020 Schneider Electric completed the transaction to combine Schneider Electric India's Low Voltage and Industrial Automation Products business and Larsen and Toubro ("L&T") Electrical and Automation business. Schneider Electric holds 65% of the combined business, while Temasek, a global investment company headquartered in Singapore, holds the remaining stake. With closing of the transaction, India is set to become the third largest country of Schneider Electric in terms of revenues and one of its key global innovation and manufacturing hubs. Schneider Electric's cash contribution for the transaction was around €950 million. The combined business is fully consolidated in the Group's accounts starting from September 1<sup>st</sup>.

Disposals:

The Group remains committed to its portfolio optimization program for disposals/deconsolidation of revenues of € 1.5bn to € 2bn. There is no significant disposal to report in 2020 further to the revenues of €0.6 billion disposed in

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<sup>6</sup> Changes in scope of consolidation also include some minor reclassifications of offers among different businesses.

2019. The initial timeline for this portfolio optimization program was originally by 2021. In light of the COVID-19 crisis, and as already stated during H1 results, the Group expects a delay of around one year to this timeline though the preparation and work surrounding portfolio optimization continues.

## V. 2020 FISCAL YEAR DIVIDEND CALENDAR

Dividend ex-date: May 10, 2021  
Date of approval of the positions: May 11, 2021  
Dividend payment dates: May 12, 2021

## VI. 2020 TARGETS

The Group established revised 2020 targets together with its HY results in July 2020 to provide transparency whilst recognizing the ongoing uncertainty and challenges relating to the continuing global health and economic crisis. Given the acceleration of COVID-19 cases in various geographies, the Group recognizes there remains uncertainty in its Q4 results. Given the strong performance in Q3, the Group upgrades its 2020 targets as follows:

- Revenue expected to be between -5% to -7% organic [previously between -7% to -10%]
- Adjusted EBITA margin expected to be between -20bps to +10bps organic [previously -90bps to -50bps], implying Adjusted EBITA margin of around 15.1% - 15.4% (including scope and FX based on current estimation)

*Further notes on 2020 available in appendix*

\*\*\*\*\*

*The 2020 Q3 revenues presentation is available at [www.se.com](http://www.se.com)*

*The 2020 Full Year Results will be presented on February 25, 2021.*

**Disclaimer:** All forward-looking statements are Schneider Electric management's present expectations of future events and are subject to a number of factors and uncertainties that could cause actual results to differ materially from those described in the forward-looking statements. For a detailed description of these factors and uncertainties, please refer to the section "Risk Factors" in our Annual Registration Document (which is available on [www.se.com](http://www.se.com)). Schneider Electric undertakes no obligation to publicly update or revise any of these forward-looking statements.

**About Schneider Electric:** Schneider's purpose is to **empower all to make the most of our energy and resources, bridging progress and sustainability** for all. We call this **Life Is On**.

Our mission is to be your **digital partner for Sustainability and Efficiency**.

We drive digital transformation by integrating world-leading process and energy technologies, end-point to cloud connecting products, controls, software and services, across the entire lifecycle, enabling integrated company management, for homes, buildings, data centers, infrastructure and industries.

We are the **most local of global companies**. We are advocates of open standards and partnership ecosystems that are passionate about our shared **Meaningful Purpose, Inclusive and Empowered** values.

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#### Appendix – Further notes on 2020

- **Forex Exchange impact:** Based on current rates, the FX impact on FY 2020 revenues is estimated to be between -€600 million to -€700 million. The FX impact at current rates on adjusted EBITA margin could be at the higher end of -30bps to -40bps range.
- **Scope:** Around -€50 million on 2020 revenues and between +10bps to +20bps on 2020 Adj. EBITA margin
- **Tax rate:** The ETR is expected to be in a 22-24% range in 2020.

#### Appendix – Revenues breakdown by business

Third quarter 2020 revenues by business were as follows:

€ million	Q3 2020				
	Revenues	Organic growth	Changes in scope of consolidation	Currency effect	Reported growth
Energy Management	5,005	+2.5%	+0.1%	-4.6%	-2.0%
Industrial Automation	1,453	-2.5%	+1.3%	-4.4%	-5.6%
<b>Group</b>	<b>6,458</b>	<b>+1.3%</b>	<b>+0.4%</b>	<b>-4.5%</b>	<b>-2.8%</b>

9m YTD 2020 revenues by business were as follows:

€ million	9m YTD 2020				
	Revenues	Organic growth	Changes in scope of consolidation	Currency effect	Reported growth
Energy Management	13,760	-6.6%	-1.3%	-1.4%	-9.3%
Industrial Automation	4,273	-6.8%	+0.1%	-1.8%	-8.5%
<b>Group</b>	<b>18,033</b>	<b>-6.6%</b>	<b>-1.0%</b>	<b>-1.5%</b>	<b>-9.1%</b>

#### Appendix – Consolidation

In number of months	Acquisition/ Disposal	2019				2020			
		Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4
<b>Pelco</b> Energy Management Business €169 million revenues in FY2018 (ending December 2018)	Disposal	3m	1m						
<b>U.S. Panel offer</b> Industrial Automation Business €80 million of annualized revenues	Disposal	3m							
<b>Converse Energy Projects</b> Energy Management Business ~ €140 million revenues in FY 2019 (ending December 2019)	Disposal	3m	3m	3m	3m				
<b>Electroshield Samara</b> Energy Management Business ~ €145 million revenues in FY 2019 (ending December 2019)	Disposal	3m	3m	3m	3m				
<b>Larsen &amp; Toubro E&amp;A</b> Mainly Energy Management Business	Acquisition							1m	3m
<b>RIB Software</b> Energy Management Business ~ €214 million revenues in FY 2019	Acquisition							3m	3m
<b>ProLeiT</b> Industrial Automation Business ~ €50 million revenues in FY 2019	Acquisition							2m	3m

## GENERAL INFORMATION

The section "**General Information**" on pages 104 to 106 of the Base Prospectus is amended as follows:

1. Paragraph (5) is deleted in its entirety and replaced with the following:
  - "5. Save as disclosed in this Base Prospectus and the information incorporated by reference herein, including with respect to the impact that the health crisis resulting from the COVID-19 may have, there has been no significant change in the financial position or financial performance of the Issuer or the Group since 30 September 2020."
2. Paragraph (6) is deleted in its entirety and replaced with the following:
  - "6. Save as disclosed in this Base Prospectus and the information incorporated by reference herein, including with respect to the impact that the health crisis resulting from the COVID-19 may have, there has been no material adverse change in the prospects of the Issuer since 31 December 2019."
3. Paragraph (11)(ii) is deleted in its entirety and replaced by the following:
  - "11. (ii) the 2018 Registration Document, the 2019 Universal Registration Document and the 2020 Half-Year Financial Report;"
4. Paragraph (12)(ii) is deleted in its entirety and replaced with the following:
  - "12. (ii) the Base Prospectus and the supplements to the Base Prospectus; and"
5. Paragraph (12)(iii) is deleted in its entirety and replaced with the following:
  - "12. (iii) the documents incorporated by reference in this Base Prospectus (excluding the 2020 Half-Year Financial Report)."

**PERSON RESPONSIBLE FOR THE INFORMATION GIVEN IN THE FIRST PROSPECTUS  
SUPPLEMENT**

*In the name of the Issuer*

I declare, to the best of my knowledge, that the information contained in this First Prospectus Supplement is in accordance with the facts and contains no omission likely to affect its import.

Issued in Rueil-Malmaison, on 5 November 2020

**Schneider Electric SE**  
35, rue Joseph Monier  
92500 Rueil-Malmaison  
France

Duly represented by:  
Véronique Blanc  
Senior Vice President Financing and Treasury

Duly authorised  
on 5 November 2020



***Autorité des marchés financiers***

This First Prospectus Supplement has been approved on 5 November 2020 by the AMF, in its capacity as competent authority under Regulation (EU) 2017/1129.

The AMF has approved this First Prospectus Supplement after having verified that the information it contains is complete, coherent and comprehensible within the meaning of Regulation (EU) 2017/1129.

This approval is not a favourable opinion on the Issuer that is the subject of this First Prospectus Supplement.

This First Supplement obtained the following approval number: n°20-537.



## SCHNEIDER ELECTRIC SE

Euro 10,000,000,000

### Euro Medium Term Note Programme

Under the Euro Medium Term Note Programme (the “**Programme**”) described in this base prospectus (the “**Base Prospectus**”), Schneider Electric SE (the “**Company**” 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 nominal amount of Notes outstanding will not at any time exceed Euro 10,000,000,000 (or the equivalent in other currencies).

This Base Prospectus has been approved by the Autorité des marchés financiers (the “**AMF**”) in France in its capacity as competent authority under Regulation (EU) 2017/1129 (the “**Prospectus Regulation**”). The AMF only approves this Base Prospectus as meeting the standards of completeness, comprehensibility and consistency imposed by the Prospectus Regulation. Such approval should not be considered as an endorsement of either the Issuer or the quality of the Notes that are the subject of this Base Prospectus and investors should make their own assessment as to the suitability of investing in the Notes.

This Base Prospectus supersedes and replaces the base prospectus dated 25 April 2019 and shall be in force for a period of one year as of the date set out hereunder. The obligation to supplement this Base Prospectus in the event of a significant new factor, material mistake or material inaccuracy does not apply when this Base Prospectus is no longer valid.

Application has been made to Euronext Paris for Notes issued under the Programme during a period of 12 months from the date of this Base Prospectus to be admitted to trading on Euronext Paris. Euronext Paris is a regulated market for the purposes of the Markets in Financial Instruments Directive 2014/65/EU, as amended (a “**Regulated Market**”). Application may also be made to the competent authority of any other Member State of the European Economic Area (“**EEA**”) for Notes issued under the Programme to be admitted to trading on any other Regulated Market in such Member State. However, Notes may be issued pursuant to the Programme which are not admitted to trading on a Regulated Market. The relevant final terms (the “**Final Terms**”) (a form of which is contained herein) in respect of the issue of any Notes will specify whether or not such Notes will be admitted to trading, and, if so, the relevant Regulated Market in the EEA on which they would be admitted to trading. Notes issued under the Programme will be governed by French law and may be issued either in dematerialised form (“**Dematerialised Notes**”) or in materialised form (“**Materialised Notes**”) as more fully described herein. Dematerialised Notes will at all times be in book-entry form in compliance with Articles L.211-3 and R.211-1 of the French Code monétaire et financier. No physical documents of title will be issued in respect of the Dematerialised Notes.

The Notes will be issued in such denomination(s) as may be agreed between the Issuer and the relevant Dealer and as specified in the relevant Final Terms save that the minimum denomination of each Note listed and admitted to trading on a Regulated Market in a Member State of the EEA in circumstances which require the publication of a base prospectus under the Prospectus Regulation (given that any exemption regime, as set out in the Prospectus Regulation, could apply in contemplation of the relevant issue) will be at least €100,000 (or the equivalent amount in any other currency at the issue date).

Dematerialised Notes may, at the option of the Issuer, be (a) in bearer form (au porteur) inscribed as from the issue date in the books of Euroclear France (“**Euroclear France**”) (acting as central depository) which shall credit the accounts of Account Holders (as defined in “**Terms and Conditions of the Notes - Form, Denomination and Title**”) including Euroclear Bank SA/NV (“**Euroclear**”) and the depository bank for Clearstream Banking, S.A. (“**Clearstream**”) or (b) in registered form (au nominatif) and, in such latter case, at the option of the relevant Noteholder (as defined in Condition 1(c)(iv)), in either fully registered form (au nominatif pur), in which case they will be inscribed with the registration agent (designated in the relevant Final Terms) for the Issuer, or in administered registered form (au nominatif administré) in which case they will be inscribed in the accounts of the Account Holders designated by the relevant Noteholders.

Materialised Notes will be in bearer form only and may only be issued outside France. A temporary global certificate in bearer form without interest coupons attached (a “**Temporary Global Certificate**”) will initially be issued in connection with Materialised Notes. Such Temporary Global Certificate will be exchanged for definitive Materialised Notes in bearer form with, where applicable, coupons for interest attached on or after a date expected to be on or about the 40<sup>th</sup> day after the issue date of the Notes (subject to postponement as described in “**Temporary Global Certificates issued in respect of Materialised Notes**”) upon certification as to non-US beneficial ownership as more fully described herein.

Temporary Global Certificates will (a) in the case of a Tranche (as defined in “**General Description of the Programme**” below) intended to be cleared through Euroclear and/or Clearstream, be deposited on the issue date with a common depository on behalf of Euroclear and Clearstream and (b) in the case of a Tranche intended to be cleared through a clearing system other than or in addition to Euroclear and/or Clearstream or delivered outside a clearing system, be deposited as agreed between the Issuer and the relevant Dealer(s) (as defined below).

The terms and conditions of the Notes contain a substitution provision (as described in Condition 15) allowing Schneider Electric SE at any time, at its discretion and without consulting the Noteholders, (subject to certain conditions) to substitute for itself as principal debtor under any Notes, a Substituted Issuer (as defined below) provided that, in all cases, the relevant Series of Notes are unconditionally and irrevocably guaranteed on first demand (garantie autonome à première demande) by Schneider Electric SE.

The final terms of the relevant Notes will be determined at the time of the offering of each Tranche and will be set out in the relevant Final Terms.

As of the date of this Base Prospectus, the long-term corporate rating of the Issuer by S&P Global Ratings Europe Limited (“**S&P**”) is A- (stable outlook). Tranches of Notes issued under the Programme may be rated or unrated. S&P is established in the European Union and registered under Regulation (EC) No. 1060/2009 on credit rating agencies, as amended (the “**CRA Regulation**”). S&P is included in the list of credit rating agencies registered in accordance with the CRA Regulation published on the website of the European Securities and Markets Authority (<https://www.esma.europa.eu/supervision/credit-rating-agencies/risk>) as of the date of this Base Prospectus. The relevant Final Terms will specify whether or not credit ratings are issued by a credit rating agency.

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

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

**Arranger for the Programme**  
**BNP PARIBAS**

#### Dealers

**BARCLAYS**  
**BOFA MERRILL LYNCH**  
**CRÉDIT AGRICOLE CIB**  
**HSBC**  
**MUFG**

**NATWEST MARKETS**

**SOCIÉTÉ GÉNÉRALE CORPORATE & INVESTMENT BANKING**

**BNP PARIBAS**  
**CITIGROUP**  
**DEUTSCHE BANK**  
**J.P. MORGAN**  
**NATIXIS**  
**SANTANDER CORPORATE & INVESTMENT BANKING**

## IMPORTANT NOTICE

This Base Prospectus comprises a Base Prospectus for the purposes of the Prospectus Regulation.

No person has been authorised to give any information or to make any representation other than those contained 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 (each 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 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 and the Issuer and its subsidiaries taken as a whole (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.

None of the Issuer, the Dealer(s) or any of their respective affiliates has or assumes responsibility for the lawfulness of the acquisition of the Notes by a prospective investor of the Notes, whether under the laws of the jurisdiction of its incorporation or the jurisdiction in which it operates (if different), or for compliance by that prospective investor with any law, regulation or regulatory policy applicable to it.

In considering whether to invest in Notes denominated in Renminbi (“**RMB Notes**”), investors should consult their individual tax advisers with regard to the application of People’s Republic of China (“**PRC**”) tax laws to their particular situations as well as any tax consequences arising under the laws of any other tax jurisdictions.

In relation to green, social or sustainability Notes, no Dealer makes any representation as to the suitability of such Notes to fulfil green, social or sustainability criteria required by prospective investors. The Dealers have not undertaken, nor are responsible for, any assessment of the eligibility criteria, any verification of whether such Notes meet the eligibility criteria, or the monitoring of the use of proceeds. Each prospective investor of the Notes should determine for itself the relevance of the information contained in this Base Prospectus and the relevant Final Terms regarding the use of proceeds and its purchase of the Notes should be based upon such investigation as it deems necessary.

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 restriction. 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 commission or regulatory authority of any state or other jurisdiction of the United States and include Materialised Notes in bearer form that are subject to U.S. tax law requirements. Subject to certain exceptions, Notes may not be offered, sold or, in the case of Materialised Notes in bearer form, delivered within the United States or its possessions or to U.S. persons. For a description of certain restrictions on offers and sales of Notes and on distribution of this Base Prospectus, see “Subscription and Sale”.

**PROHIBITION OF SALES TO EEA AND UK RETAIL INVESTORS** - If the Final Terms in respect of any Notes include a legend entitled “Prohibition of Sales to EEA and UK Retail Investors”, the Notes are not intended to be offered, sold or otherwise made available to and, with effect from such date, should not be offered, sold or otherwise made available to any retail investor in the European Economic Area (“**EEA**”) or in the United Kingdom (the “**UK**”). For these purposes, a retail investor means a person who is one (or more) of: (i) a retail client as defined in point (11) of Article 4(1) of Directive 2014/65/EU as amended (“**MiFID II**”); or (ii) a customer within the meaning of Directive 2016/97/EU (the “**Insurance Distribution Directive**”), where that customer would not qualify as a professional client as defined in

point (10) of Article 4(1) of MiFID II or (iii) not a qualified investor as defined in the Prospectus Regulation (EU) 2017/1129. Consequently, no key information document required by Regulation (EU) No. 1286/2014, as amended (the “**PRIIPs Regulation**”) for offering or selling the Notes or otherwise making them available to retail investors in the EEA or in the UK has been prepared and therefore offering or selling the Notes or otherwise making them available to any retail investor in the EEA or in the UK may be unlawful under the PRIIPs Regulation.

**MIFID II PRODUCT GOVERNANCE / TARGET MARKET** – The Final Terms in respect of any Notes will include a legend entitled "MiFID II Product Governance" which will outline the target market assessment in respect of the Notes, taking into account the five (5) categories referred to in item 18 of the Guidelines published by the European Securities and Markets Authority (ESMA) on 5 February 2018 and which channels for distribution of the Notes are appropriate. Any person subsequently offering, selling or recommending the Notes (a "**distributor**" as defined in MiFID II) should take into consideration the target market assessment; however, a distributor subject to MiFID II is responsible for undertaking its own target market assessment in respect of the Notes (by either adopting or refining the target market assessment) and determining appropriate distribution channels.

A determination will be made in relation to each issue about whether, for the purpose of the MiFID Product Governance rules under EU Delegated Directive 2017/593 (the "**MiFID II Product Governance Rules**"), any Dealer subscribing for any Notes is a manufacturer as defined in MiFID II in respect of such Notes, but otherwise neither the Arranger nor the Dealers nor any of their respective affiliates will be a manufacturer for the purpose of the MiFID II Product Governance Rules. For the avoidance of doubt, the Issuer is not a MiFID II regulated entity and does not qualify as a distributor or a manufacturer under MiFID II Product Governance Rules.

**SINGAPORE SFA PRODUCT CLASSIFICATION** – In connection with Section 309B of the Securities and Futures Act (Chapter 289) of Singapore (the “**SFA**”) and the Securities and Futures (Capital Markets Products) Regulations 2018 of Singapore (the “**CMP Regulations 2018**”), unless otherwise specified before an offer of Notes, the Issuer has determined, and hereby notifies all relevant persons (as defined in Section 309A(1) of the SFA), that the Notes are ‘prescribed capital markets products’ (as defined in the CMP 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).

**Potential purchasers and sellers of the Notes should be aware that they may be required to pay taxes or other charges or duties in accordance with the laws and practices of the country where the Notes are transferred or other jurisdictions. In some jurisdictions, no official statements of the tax authorities or court decisions may be available for financial instruments such as the Notes. In particular, potential investors are warned that the tax laws of the investor’s jurisdiction or of France (the Issuer’s country of incorporation) might have an impact on the income received from the Notes. Potential investors are advised to ask for their own tax adviser's advice on their individual taxation with respect to the acquisition, holding, sale and redemption of the Notes. Only these advisors are in a position to duly consider the specific situation of the potential investor.**

A number of Member States of the European Union are currently negotiating to introduce a financial transactions tax (“**FTT**”) in the scope of which transactions in the Notes may fall. The scope of any such tax is still uncertain as well as any potential timing of implementation. If the currently discussed text or any similar tax is adopted, transactions in the Notes would be subject to higher costs, and the liquidity of the market for the Notes may be diminished. Prospective holders of the Notes are advised to seek their own professional advice in relation to the FTT.

A rating assigned to the Notes by any rating agency is based on the Issuer’s financial situation, but takes into account other relevant structural features of the transaction, including, inter alia, the terms of the Notes, and reflects only the views of the rating agency. The rating may not reflect the potential impact of all risks related to structure, market, additional factors discussed in this paragraph, and other factors that

may affect the value of the Notes. The rating addresses the likelihood of full and timely payment to the Noteholders of all payments of interest on each interest payment date and repayment of principal on the final payment date. There is no assurance that any such rating will continue for any period of time or that they will not be reviewed, revised, suspended or withdrawn entirely by the rating agency as a result of changes in or unavailability of information or if, in the rating agency's judgement, circumstances so warrant. A credit rating and/or a corporate rating are not a recommendation to buy, sell or hold securities.

This Base Prospectus does not constitute an offer of, an offer to sell, or an invitation by or on behalf of the Issuer or the Dealers to subscribe for, or purchase, any Notes.

The Arranger and the Dealers have not separately verified the information contained or incorporated by reference in this Base Prospectus. None of the Dealers or the Arranger makes any representation, express or implied, or accepts any responsibility, with respect to the accuracy or completeness of any of the information in this Base Prospectus. 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 in this Base Prospectus and its purchase of Notes should be based upon such investigation as it deems necessary. None of the Dealers or the Arranger undertakes to review the financial condition or affairs of the Issuer or the Group 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.

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## GENERAL DESCRIPTION OF THE PROGRAMME

The following overview is qualified in its entirety by the remainder of this Base Prospectus.

All capitalised terms used and not defined in this section are defined in the Conditions.

<b>Issuer:</b>	Schneider Electric SE (the “ <b>Issuer</b> ”), subject to Condition 15
<b>Guarantor:</b>	Schneider Electric SE, if there is a substitution of the Issuer (as described in Condition 15)
<b>Substituted Issuer:</b>	Schneider Electric SE may be replaced and substituted by any of its Subsidiaries (as defined in Condition 15) as principal debtor in respect of the Notes.
<b>Legal Entity Identifier (“LEI”) of the Issuer:</b>	969500A1YF1XUYYS284
<b>Website of the Issuer</b>	<a href="https://www.se.com">https://www.se.com</a>
<b>Description:</b>	Euro Medium Term Note Programme (the “ <b>Programme</b> ”).
<b>Arranger:</b>	BNP Paribas
<b>Dealers:</b>	Banco Santander, S.A. Barclays Bank Ireland PLC Barclays Bank PLC BNP Paribas BofA Securities Europe SA Citigroup Global Markets Europe AG Citigroup Global Markets Limited HSBC France J.P. Morgan Securities plc Merrill Lynch International MUFG Securities (Europe) N.V. Crédit Agricole Corporate and Investment Bank Deutsche Bank Aktiengesellschaft Natixis NatWest Markets N.V. Société Générale
	The Issuer may from time to time terminate the appointment of any Dealer under the Programme or appoint additional dealers either in respect of one or more Tranches or in respect of the whole Programme. References in this Base Prospectus to “ <b>Permanent Dealers</b> ” 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 “ <b>Dealers</b> ” are to all Permanent Dealers and all persons appointed as a dealer in respect of one or more Tranches.
<b>Programme Limit:</b>	Up to €10,000,000,000 (or the equivalent in other currencies) aggregate nominal amount of Notes outstanding at any one time.

	The maximum aggregate principal amount of Notes which may be outstanding under the Programme may be increased from time to time, subject to compliance with the relevant provisions of the Amended and Restated Dealer Agreement.
<b>Fiscal Agent, Principal Paying Agent and Calculation Agent:</b>	BNP Paribas Securities Services
<b>Method of Issue:</b>	The Notes will be issued on a syndicated or non-syndicated basis. The Notes will be issued in series (each a “ <b>Series</b> ”) 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 “ <b>Tranche</b> ”) on the same or different issue dates. The specific terms of each Tranche will be set out in a final terms to this Base Prospectus (the “ <b>Final Terms</b> ”).
<b>Maturities:</b>	Subject to compliance with all relevant laws, regulations and directives, any maturity from seven calendar days from the date of original issue.
<b>Currencies:</b>	Subject to compliance with all relevant laws, regulations and directives, Notes may be issued in Euros, U.S. dollars, Japanese Yen, Swiss Francs, Sterling, RMB and in any other currency agreed between the Issuer and the relevant Dealers.
<b>Denomination(s):</b>	<p>The Notes will be issued in such denomination(s) as may be agreed between the Issuer and the relevant Dealer and as specified in the relevant Final Terms save that in respect of any Notes that are admitted to trading on a Regulated Market in a Member State of the European Economic Area (“<b>EEA</b>”) in circumstances which require the publication of a prospectus under the Prospectus Regulation will be at least €100,000 (or its equivalent in other currencies).</p> <p>Notes having a maturity of less than one year will constitute deposits for the purposes of the prohibition on accepting deposits contained in section 19 of the Financial Services and Markets Act 2000, as amended (“<b>FSMA</b>”) unless an exemption applies.</p> <p>Dematerialised Notes will be issued in one denomination only.</p>
<b>Status of the Notes:</b>	The Notes will constitute direct, unconditional, unsubordinated and (subject to the provisions of Condition 4) unsecured obligations of the Issuer and rank and will rank <i>pari passu</i> and without any preference among themselves and (subject to such exceptions as are from time to time mandatory under French law) equally and rateably with all other present or future unsecured and unsubordinated obligations of the Issuer.
<b>Negative Pledge:</b>	There will be a negative pledge in respect of the Notes as set out in Condition 4. See “Terms and Conditions of the Notes - Negative Pledge”.

<b>Events of Default: (including cross default)</b>	There will be events of default and a cross-default in respect of the Notes as set out in Condition 10. See “Terms and Conditions of the Notes - Events of Default”.
<b>Redemption:</b>	The relevant Final Terms will specify the basis for calculating the redemption amounts payable. Unless permitted by then current laws and regulations, Notes (including Notes denominated in Sterling) having a maturity of less than one year from the date of issue and in respect of which the issue proceeds are to be accepted by the Issuer in the United Kingdom or whose issue otherwise constitutes a contravention of section 19 of the FSMA must have a minimum redemption amount of £100,000 (or its equivalent in other currencies).
<b>Optional Redemption:</b>	The Final Terms issued in respect of each issue of Notes will state whether such Notes may be redeemed (either in whole or in part) prior to their stated maturity at the option of the Issuer and/or the Noteholders and, if so, the terms applicable to such redemption.
<b>Early Redemption:</b>	Except as provided in “Optional Redemption” above and “Make-Whole Redemption by the Issuer”, “Residual Maturity Call Option”, “Clean-Up Call Option” and “Acquisition Event Call Option” below, Notes will be redeemable at the option of the Issuer prior to maturity only for tax reasons as set out in Condition 6. See “Terms and Conditions of the Notes - Redemption, Purchase and Options”.
<b>Redemption at the option of Noteholders following a Change of Control:</b>	If a Change of Control Put Option is specified in the relevant Final Terms, following the occurrence of a Change of Control, the Noteholders will be entitled to request the Issuer to redeem the Notes, or, at the Issuer’s option, procure the purchase of their Notes as set out in Condition 6. See “Terms and Conditions of the Notes - Redemption, Purchase and Options”.
<b>Make-Whole Redemption by the Issuer:</b>	If so specified in the relevant Final Terms, in respect of any issue of Notes, the Issuer will have the option to redeem the Notes, in whole or in part, at any time or from time to time, prior to their Maturity Date at their Optional Redemption Amount. The Optional Redemption Amount will be calculated by the Calculation Agent and will be the greater of (x) 100 per cent. of the nominal amount of the Notes so redeemed and, (y) the sum of the then present values of the remaining scheduled payments of principal and interest on such Notes (not including any interest accrued on the Notes to, but excluding, the relevant Optional Redemption Date) discounted to the relevant Optional Redemption Date on an annual basis at the Redemption Rate plus a Redemption Margin (as specified in the relevant Final Terms), plus in each case (x) or (y) above, any interest accrued on the Notes to, but excluding, the Optional Redemption Date.
<b>Residual Maturity Call Option:</b>	If so specified in the relevant Final Terms, in respect of any issue of Notes, the Issuer will have the option to redeem the Notes, in whole or in part, at par, at any time as from the call option date, which shall be no earlier than (i) three months before the Maturity Date in respect of Notes having a maturity of not more

than seven years or (ii) six months before the Maturity Date in respect of Notes having a maturity of more than seven years.

**Clean-Up Call Option:**

If so specified in the relevant Final Terms and if 75 per cent. or any other percentage above as specified in the relevant Final Terms (the “**Clean-Up Percentage**”) of the initial aggregate nominal amount of Notes of the same Series have been redeemed or purchased and, in each case, cancelled, the Issuer may, at its option, redeem the Notes in whole but not in part at their Early Redemption Amount together with any interest accrued to the date set for redemption (as specified in the relevant Final Terms).

**Acquisition Event Call Option:**

If specified in the relevant Final Terms and if an Acquisition Event occurs, the Issuer may redeem the Notes, in whole or in part or, if so specified in the relevant Final Terms, in whole only, as described in Condition 6(j) (*Redemption on Acquisition Event*).

An “**Acquisition Event**” shall have occurred if:

- (i) on or prior to the Acquisition Event Limit Date specified in the relevant Final Terms, the Issuer has not completed and closed the acquisition of the Targeted Company (as defined in the relevant Final Terms); or
- (ii) the Issuer has publicly stated that it no longer intends to pursue the acquisition of the Targeted Company (as defined in the relevant Final Terms).

**Taxation:**

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.

If such a withholding or deduction is required, the Issuer will have to gross-up its payments to the fullest extent then permitted by law and subject to certain exceptions.

See section “Terms and Conditions of the Notes-Taxation”.

**Interest Periods and Interest Rates:**

The length of the interest periods for the Notes and the applicable interest rate or its method of calculation may differ from time to time or be constant for any Series. Notes may have a maximum interest rate, a minimum interest rate, or both. The use of interest accrual periods permits the Notes to bear interest at different rates in the same interest period. All such information will be set out in the relevant Final Terms.

**Fixed Rate Notes:**

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

**Floating Rate Notes:**

Floating Rate Notes will bear interest determined separately for each Series as follows:

- (i) on the same basis as the floating rate under a notional interest rate swap transaction in the relevant Specified Currency governed by an agreement incorporating the 2006

ISDA Definitions as published by the International Swaps and Derivatives Association, Inc.; or

- (ii) by reference to LIBOR or EURIBOR, in each case as adjusted for any applicable margin.

Interest periods will be specified in the relevant Final Terms.

Where Linear Interpolation is specified in the relevant Final Terms in respect of an Interest Accrual Period, the Rate of Interest for such Interest Accrual Period shall be calculated by straight line linear interpolation by reference to two rates based on the relevant Reference Rate or the relevant Floating Rate Option, as the case may be.

Floating Rate Notes may also have a maximum interest rate, a minimum interest rate or both.

In no event shall the amount of interest payable (including, for the sake of clarity, any applicable margin) be less than zero.

In the event where the benchmark used to calculate the interest payable is discontinued, the Conditions of the Notes provide a methodology to determine the successor or alternative rates.

**Fixed/Floating Rate Notes:**

Fixed/Floating Rate Notes may bear interest at a rate that will automatically change from a fixed rate to a floating rate or from a floating rate to a fixed rate on the date set out in the Final Terms.

**Zero Coupon Notes:**

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

**Redenomination:**

Notes issued in the currency of any Member State of the EU which will participate in the single currency of the European Economic and Monetary Union may be redenominated into Euro, all as more fully provided in Condition 1. See “Terms and Conditions of the Notes - Form, Denomination and Title” below.

**Consolidation:**

Notes of one Series may be consolidated with Notes of another Series as more fully provided in Condition 13. See “Terms and Conditions of the Notes - Further Issues and Consolidation”.

**Form of Notes:**

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

Dematerialised Notes may, at the option of the Issuer be issued in bearer form (*au porteur*) or in registered form (*au nominatif*) and, in such latter case, at the option of the relevant Noteholder, in either *au nominatif pur* or *au nominatif administré* form.

No physical documents of title will be issued in respect of Dematerialised Notes. See “Terms and Conditions of the Notes – Form, Denomination and Title”.

The relevant Final Terms will specify whether Dematerialised Notes are to be issued in bearer form only, in registered (including both *nominatif pur* and *nominatif administré*) form only.

Materialised Notes will be issued in bearer form (“**Materialised Bearer Notes**”). A Temporary Global Certificate will be issued

	initially in respect of each Tranche of Materialised Bearer Notes. Materialised Notes may only be issued outside France.
<b>Substitution of the Issuer:</b>	The terms and conditions of the Notes contain a substitution provision as described in Condition 15 allowing Schneider Electric SE at any time, at its discretion and without consulting the Noteholders, (subject to certain conditions) to substitute for itself as principal debtor under any Notes, a Substituted Issuer provided that, in all cases, the relevant Series of Notes are unconditionally and irrevocably guaranteed on first demand ( <i>garantie autonome à première demande</i> ) by Schneider Electric SE.
<b>Guarantee:</b>	If there is a substitution of the Issuer pursuant to Condition 15, Schneider Electric SE as the Guarantor will unconditionally and irrevocably guarantee on first demand ( <i>garantie autonome à première demande</i> ) the due payment of all sums expressed to be due and payable by the Substituted Issuer under the Notes and in accordance with the applicable terms and conditions. The obligations of the Guarantor in this respect will arise pursuant to a Guarantee which will be substantially in the form of the Form of Guarantee, to be executed by the Guarantor in respect of each Series of Notes so guaranteed (the “ <b>Guarantee</b> ”). See " Form of Guarantee" below.
<b>Governing Law:</b>	French law.
<b>Central Depositary:</b>	Euroclear France in relation to Dematerialised Notes.
<b>Clearing Systems:</b>	Clearstream, Euroclear or any other clearing system (provided proper clearing and settlement procedures have previously been put in place) that may be agreed between the Issuer, the Fiscal Agent and the relevant Dealer in relation to Materialised Notes.
<b>Initial Delivery of Dematerialised Notes:</b>	One Paris business day before the issue date of each Tranche of Dematerialised Notes, the <i>Lettre Comptable</i> relating to such Tranche shall be deposited with Euroclear France as central depositary.
<b>Initial Delivery of Materialised Notes:</b>	On or before the issue date for each Tranche of Materialised Bearer Notes, the Temporary Global Certificate issued in respect of such Tranche shall be deposited with a common depositary for Euroclear and Clearstream or 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.
<b>Issue Price:</b>	Notes may be issued at their nominal amount or at a discount or premium to their nominal amount.
<b>Listing and Admission to Trading:</b>	Euronext Paris and/or as otherwise specified in the relevant Final Terms. A Series of Notes may or may not be listed and admitted to trading.
<b>Method of Publication of this Base Prospectus and the Final Terms:</b>	This Base Prospectus, any supplement to this Base Prospectus and the Final Terms related to the Notes listed and admitted to trading on any Regulated Market in the EEA will be published on the website of the Issuer ( <a href="https://www.se.com">https://www.se.com</a> ). The Final Terms will indicate where the Base Prospectus may be obtained.

**Representation of the Noteholders:**

Noteholders will, in respect of all Tranches in any Series, be grouped automatically for the defence of their common interests in a masse (in each case, the “*Masse*”).

The *Masse* will be governed by the provisions of the French *Code de commerce*, with the exception of Articles L.228-48, L.228-59, the second sentence of Article L.228-65 II, L.228-71, R.228-63 and R.228-69 of the French *Code de Commerce* and subject to the provisions set out in the terms and conditions of the Notes.

The *Masse* will act in part through a representative (the “**Representative**”) and in part through collective decisions of the Noteholders. The names and addresses of the Representative will be set out in the relevant Final Terms.

The Representative appointed in respect of the first Tranche of any Series of the Notes will be the representative of the single *Masse* of all Tranches in such Series.

**Selling Restrictions:**

There are restrictions on the sale of Notes and the distribution of offering material in various jurisdictions. See “Subscription and Sale”.

The Notes to be issued qualify under Category 2 for the purposes of Regulation S under the Securities Act.

Materialised Notes will be issued in compliance with US Treas. Reg. §1.163-5(c)(2)(i)(D) (or any successor rules in substantially the same form that are applicable for purposes of Section 4701 of the U.S. Internal Revenue Code of 1986, as amended) (the “**D Rules**”) unless the relevant Final Terms states that such Materialised Notes are issued in compliance with US Treas. Reg. §1.163-5(c)(2)(i)(C) (or any successor rules in substantially the same form that are applicable for purposes of Section 4701 of the U.S. Internal Revenue Code of 1986, as amended) (the “**C Rules**”), or (ii) such Materialised Notes are issued other than in compliance with the D Rules or the C Rules but in circumstances in which the Notes will not constitute “registration required obligations” under the United States Tax Equity and Fiscal Responsibility Act of 1982 (“**TEFRA**”), which circumstance will be referred to in the relevant Final Terms as a transaction to which TEFRA is not applicable.

The TEFRA rules do not apply to any Dematerialised Notes.

**Rating:**

The long term corporate rating of the Issuer by S&P Global Ratings Europe Limited (“**S&P**”) is currently A- (stable outlook). S&P is established in the European Union and is registered under Regulation (EC) No. 1060/2009 on credit rating agencies (as amended) (the “**CRA Regulation**”). S&P is included in the list of credit rating agencies registered in accordance with the CRA Regulation published on the European Securities and Markets Authority’s website (<https://www.esma.europa.eu/supervision/credit-rating-agencies/risk>) as of the date of this Base Prospectus. Notes issued under the Programme may be rated or unrated. The rating,

if any, will be specified in the relevant Final Terms. Where an issue of Notes is rated, its rating will not necessarily be the same as the rating assigned to the Issuer. The relevant Final Terms will specify whether or not such credit ratings are issued by a credit rating agency established in the European Union or in the United Kingdom and registered under the CRA Regulation. Credit ratings are subject to revision, suspension or withdrawal at any time by the relevant rating organisation. 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.

## **RISK FACTORS**

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

*In addition, factors which are material for the purpose of assessing the market risks associated with Notes issued under the Programme are also described below.*

*The Issuer believes that the factors (although not exhaustive) 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 and the Issuer does not represent that the statements below regarding the risks of holding any Notes are exhaustive. The risks described below are not the only risks the Issuer faces. Additional risks and uncertainties not currently known to the Issuer or that it currently believes to be immaterial could also have a material impact on its business operations. Prospective investors should also read the detailed information set out elsewhere in this Base Prospectus and reach their own views prior to making any investment decision. In particular, investors should make their own assessment as to the risks associated with the Notes prior to investing in Notes issued under the Programme.*

*Words and expressions defined in the section “Terms and Conditions of the Notes” shall have the same meaning in this section.*

### **RISK FACTORS RELATING TO THE ISSUER**

Risk factors relating to the Issuer are described on pages 63 to 81 of the 2019 Universal Registration Document, as defined and further described in the section “Documents Incorporated by Reference” in this Base Prospectus and include the following:

- Risks related to the environment in which the Group operates;
- Risks related to Operations;
- Risks related to Internal Organization; and
- Financial risks.

In addition, the following risk factor is introduced:

Risks related to the sanitary crisis « Covid-19 »

It is not possible, on the date of publication of this document, to predict the economic impact and the magnitude of the current epidemic of coronavirus which began in China in December 2019. However, an epidemic of long duration accompanied by the implementation of restrictive measures to limit its spread and contain it could lead to an economic slowdown in a market in which the Group operates, or have the effect of affecting global production chains, local supply or transportation chains, or more generally to impact the global economy, which could result in an adverse impact on its financial condition, results or prospects. However, the Group supply chain being for the most part organized around regional hubs with products being manufactured and sold within the main regions of the world it can be anticipated that this model of organization will, over the mid to long run, help mitigate to a large extent the impact of the crisis on the manufacturing and logistic capabilities of the Group.

## RISK FACTORS RELATING TO THE NOTES

### 1 Risks Factors Relating to all Series of Notes

#### 1.1 Substitution of Schneider Electric SE

Schneider Electric SE may at any time, at its discretion and without consulting the Noteholders, substitute for itself as principal debtor under any Notes, any of its Subsidiaries (the “**Substituted Issuer**”), pursuant to Condition 15. Such Condition provides for certain conditions to be met before the substitution can take place, including, but not limited to, an unconditional and irrevocable first demand guarantee (*garantie autonome à première demande*) from Schneider Electric SE to the Noteholders and the absence of any payment obligation for the Noteholders which would arise from the substitution. While the ultimate credit risk under the Notes will remain with Schneider Electric SE as Guarantor, no assurance can be given as to the identity or the creditworthiness of any Substituted Issuer and neither Schneider Electric SE nor the Substituted Issuer will be required to take into consideration any interests arising from the circumstances particular to any holder of such Notes with regard to or arising from any such substitution.

As a result of such substitution, the Notes may become illiquid and this could have a material adverse effect on the Noteholders and, thus, increase the risk of losing all or part of their investment in the Notes.

#### 1.2 French insolvency law

The Issuer having its registered office located in France, it is subject to French insolvency law. Under French insolvency law, holders of debt securities are automatically grouped into a single assembly of holders (the “**Assembly**”) in order to defend their common interests if an accelerated safeguard procedure (*procédure de sauvegarde accélérée*), an accelerated financial safeguard procedure (*procédure de sauvegarde financière accélérée*), a safeguard procedure (*procédure de sauvegarde*), or a judicial reorganisation procedure (*procédure de redressement judiciaire*) is opened in France with respect to the Issuer. 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 proposed accelerated safeguard plan (*projet de plan de sauvegarde accélérée*), proposed accelerated financial safeguard plan (*projet de plan de sauvegarde financière accélérée*), proposed safeguard plan (*projet de plan de sauvegarde*), proposed 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 due payments and/or partially or totally writing off receivables in form of debt securities;
- 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 securities that give or may give right to share capital.

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

Decisions of the Assembly will be binding upon holders of debt securities if the proposed safeguard or rehabilitation plan is (i) adopted by the other creditors' committees of the Issuer (committee of financial institutions and committee of suppliers) and (ii) approved by the commercial court.

For the avoidance of doubt, the provisions relating to the Representation of the Noteholders described in Condition 11 will not be applicable to the extent they are not in compliance with compulsory insolvency law provisions that apply in these circumstances.

It should be noted that a new European directive entitled “Directive (EU) 2019/1023 on preventive restructuring frameworks, on discharge of debt and disqualifications, and on measures to increase the efficiency of procedures concerning restructuring, insolvency and discharge of debt, and amending Directive (EU) 2017/1132”, has been adopted by the European Union on 20 June 2019. Once transposed into French law (which is scheduled to happen by 17 July 2021 at the latest), such directive should have a material impact on French insolvency law, especially with regard to the process of adoption of restructuring plans under insolvency proceedings. According to this directive, “affected parties” (*i.e.*, creditors, including the Noteholders) shall be treated in separate classes which reflect certain class formation criteria for the purpose of adopting a restructuring plan. Classes shall be formed in such a way that each class comprises claims or interests with rights that are sufficiently similar to justify considering the members of the class a homogenous group with commonality of interest. As a minimum, secured and unsecured claims shall be treated in separate classes for the purpose of adopting a restructuring plan. A restructuring plan shall be deemed to be adopted by affected parties, provided that a majority in the amount of their claims or interests is obtained in each and every class (the required majorities shall be laid down by Member States of the European Union at not higher than 75% in the amount of claims or interests in each class, it being noted that Member States of the European Union may require that in addition a majority in number of affected parties be obtained in each class). If the restructuring plan is not approved by each and every class of affected parties, the plan may however be confirmed by a judicial or administrative authority by applying a cross-class cram-down, provided notably that:

- (a) the plan has been notified to all known creditors likely to be affected by it;
- (b) the plan complies with the best interest of creditors test (*i.e.*, no dissenting creditor would be worse off under the restructuring plan than they would be in the event of liquidation, whether piecemeal or sale as a going concern);
- (c) any new financing is necessary to implement the restructuring plan and does not unfairly prejudice the interest of creditors;
- (d) the plan has been approved by a majority of the voting classes of affected parties, provided that at least one of those classes is a secured creditors class or is senior to the ordinary unsecured creditors class; or, failing that, by at least one of the voting classes of affected parties or where so provided under national law, impaired parties, other than an equity-holders class or any other class which, upon a valuation of the debtor as a going-concern, would not receive any payment or keep any interest, or, where so provided under national law, which could be reasonably presumed not to receive any payment or keep any interest, if the normal ranking of liquidation priorities were applied under national law;
- (e) the plan complies with the relative priority rule (*i.e.*, dissenting voting classes of affected creditors are treated at least as favourably as any other class of the same rank and more favourably than any junior class). By way of derogation, Member States of the European Union may instead provide that the plan shall comply with the absolute priority rule (*i.e.*, a dissenting voting class of creditors must be satisfied in full before a more junior class may receive any distribution or keep any interest under the restructuring plan); and
- (f) no class of affected parties can, under the restructuring plan, receive or keep more than the full amount of its claims or interests.

Therefore, when such directive is transposed into French law, it cannot be excluded that the Noteholders will no longer deliberate on the proposed restructuring plan in a separate assembly, meaning that they will no longer benefit from a specific veto power on this plan. Instead, as any other affected parties, the Noteholders will be grouped into one or several classes (with potentially other types of creditors) and their dissenting vote may possibly be overridden by a cross-class cram down.

The commencement of insolvency proceedings against the Issuer would have a material adverse effect on the market value of Notes issued by the Issuer. Any decisions taken by the Assembly or a class of creditors,

as the case may be, could materially and negatively impact the Noteholders and cause them to lose all or part of their investment, should they not be able to recover amounts due to them from the Issuer.

### **1.3 Credit Risk**

As contemplated in Condition 3, the Notes and, where applicable, the Coupons relating to these constitute direct, unconditional, unsubordinated and (subject to the provisions of Condition 4) unsecured obligations of the Issuer. However, an investment in the Notes involves taking credit risk on the Issuer. If the credit worthiness of the Issuer deteriorates, it may not be able to fulfil all or part of its payment obligations under the Notes which could materially and negatively impact the Noteholders, and investors may lose all or part of their investment.

### **1.4 Modification and waivers**

Condition 11 of the Notes contains provisions for calling General Meetings of Noteholders or consulting them by way of Consultation in Writing to consider matters affecting their interests generally. These provisions permit defined majorities to bind all Noteholders including Noteholders who did not participate at the relevant General Meeting or Consultation in Writing and Noteholders who voted in a manner contrary to the majority. General Meetings or Consultation in Writing may deliberate on any proposal relating to the modification of the Terms and Conditions of the Notes subject to the limitation provided by French law. If a decision is adopted by a majority of Noteholders and such modifications were to impair or limit the rights of the Noteholders, this may have a negative impact on the market value of the Notes and hence investors may lose part of their investment.

### **1.5 Potential conflict of interests with the Dealers and/or the Calculation Agent**

All or some of the Dealers and, as the case may be, the calculation agent, and their affiliates have and/or may in the future engage, in lending, in investment banking, commercial banking and other financial advisory and commercial dealings with the Issuer and its affiliates and in relation to securities issued by any entity of the Group (as defined in the "Important Notice" section). They have or may (i) engage in investment banking, trading or hedging activities including activities that may include prime brokerage business, financing transactions or entry into derivative transactions, (ii) act as underwriters in connection with offering of shares or other securities issued by any entity of the Group. In the context of these transactions, certain of such Dealers have or may hold shares or other securities issued by entities of the Group. Where applicable, they have or will receive customary fees and commissions for these transactions.

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

The Issuer may from time to time be engaged in transactions involving an index or related derivatives which may affect the market price, liquidity or value of the Notes and which could be deemed to be adverse to the interests of the Noteholders.

Potential conflicts of interest may arise between the calculation agent, if any, for a Tranche of Notes and the Noteholders (including where a Dealer acts as calculation agent), including with respect to certain discretionary determinations and judgements that such calculation agent may make pursuant to the Terms and Conditions that may influence the amount receivable upon redemption of the Notes. In particular, whilst a calculation agent will, as the case may be, have information barriers and procedures in place to manage conflicts of interest, it may in its other banking activities from time to time be engaged in

transactions involving an index or related derivatives which may affect amounts receivable by Noteholders during the term and on the maturity of the Notes or the market price, liquidity or value of the Notes and which could be deemed to be adverse to the interests of the Noteholders.

## **2 Risks Factors Relating to the structure and feature of a particular issue of Notes**

### **2.1 Risks Factors Relating to the Interest payable on the Notes**

#### *2.1.1 Fixed Rate Notes*

As contemplated by Condition 5(a), the Issuer may issue Fixed Rate Notes bearing interest on its outstanding nominal amount from the Interest Commencement Date at the rate per annum (expressed as a percentage) equal to the Rate of Interest, such interest being payable in arrears on each Interest Payment Date.

Investment in Notes which bear interest at a fixed rate involves risk that subsequent changes in market interest rates may adversely affect the value of the relevant Tranche of Notes and Noteholders may lose all or part of their investment in the Notes and therefore their interests may be negatively altered.

While the nominal interest rate of a Fixed Rate Note is determined during the term of such Note or within a given period of time, the market interest rate (the “**Market Interest Rate**”) typically varies on a daily basis. As the Market Interest Rate changes, the price of the Note varies in the opposite direction. If the Market Interest Rate increases, the price of the Note typically decreases, until the yield of the Note equals approximately the Market Interest Rate. If the Market Interest Rate decreases, the price of a Fixed Rate Note typically increases, until the yield of the Note equals approximately the Market Interest Rate.

Therefore, the price of the Notes at any particular time may be lower than the purchase price of the Notes paid by the Noteholder. As a consequence, part of the capital invested by the Noteholder may be lost on any transfer of the Notes, so that the Noteholder in such case would not receive the total amount of the capital invested.

#### *2.1.2 Floating Rate Notes*

As contemplated in Condition 5(b), investment in Notes which bear interest at a floating rate comprise (i) a reference rate and (ii) a margin to be added or subtracted, as the case may be, from such base rate. Typically, the relevant margin will not change throughout the life of the Notes but there will be a periodic adjustment (as specified in the relevant Final Terms) of the reference rate (e.g., every three months or six months) which itself will change in accordance with general market conditions. Accordingly, the market value of floating rate Notes may be volatile if changes, particularly short-term changes, to market interest rates evidenced by the relevant reference rate can only be reflected in the interest rate of these Notes upon the next periodic adjustment of the relevant reference rate. As a result, Noteholders may lose all or part of their investments in the Notes and therefore their interests may be negatively altered.

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

As contemplated in Condition 5(b), 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 the 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.

Furthermore, should the reference rate in respect of a Floating Rate Note be at any time negative, this could result in the rate of interest payable to Noteholders being lower than the applicable margin. For the avoidance of doubt, if the resulting rate of interest is less than zero, the applicable rate of interest shall be deemed to be zero and the Noteholders will not have to pay the negative fraction of such interest to the Issuer.

As a result, Noteholders may lose all or part of their investments in the Notes and therefore their interests may be negatively altered.

#### *2.1.4 Fixed/Floating Rate Notes*

As contemplated in Condition 5(c), Fixed/Floating Rate Notes may bear interest at a rate that will automatically change from a Fixed Rate to a Floating Rate, or from a Floating Rate to a Fixed Rate on the date set out in the Final Terms. The conversion of the interest rate may affect the secondary market and the market value of the Notes since the conversion may produce a lower overall cost of borrowing. If a Fixed Rate is converted to a Floating Rate, the spread on the Fixed/Floating Rate Notes may be less favourable than then prevailing spreads on comparable Floating Rate Notes tied to the same reference rate. In addition, the new Floating Rate at any time may be lower than the rates on other Notes. If the rate is automatically converted from a Floating Rate to a Fixed Rate, the Fixed Rate may be lower than then prevailing rates on its Notes and any such volatility may have an adverse effect on the market value of the Notes.

Investors should refer to risk factors set out in the risk factors entitled “Fixed Rate Notes” and “Floating Rate Notes”.

#### *2.1.5 Zero Coupon Notes are subject to higher price fluctuations than non-discounted bonds*

As contemplated by Condition 5(e), the Issuer may issue Zero Coupon Notes. Changes in market interest rates have a substantially stronger impact on the prices of Zero Coupon Notes than on the prices of ordinary Notes because the discounted 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 and Noteholders may, as a result, lose all or part of their investment in the Notes.

#### *2.1.6 Reform and regulation of "benchmarks"*

Pursuant to Condition 5(b) and where the applicable Final Terms for a Series of Floating Rate Notes identifies that the Rate of Interest for such Notes will be determined by reference to the London Interbank Offered Rate (“LIBOR”), the Euro Interbank Offered Rate (“EURIBOR”) or other indices which are deemed to be “benchmarks”, investors should be aware that LIBOR, EURIBOR or other indices are the subject of recent national, international and other regulatory guidance and proposals for reform. Some of these reforms are already effective while others are still to be implemented. These reforms may cause such benchmarks to perform differently than in the past, or to disappear entirely, or have other consequences which cannot be predicted. Any such consequences could have a material adverse effect on the liquidity and value of and return on any Notes linked to such a “benchmark”.

The EU Regulation on indices used as benchmarks in financial instruments and financial contracts or to measure the performance of investment funds (the "**Benchmark Regulation**") was published in the European official journal on 29 June 2016 and most of the provisions of the Benchmark Regulation have applied since 1 January 2018.

The Benchmark Regulation applies to the provision of "benchmarks" in the EU and the UK, the contribution of input data to a “benchmark” and the use of a “benchmark” within the EU and the UK. It will, among other things, (i) requires benchmark administrators to be authorised or registered (or, if non-EU-based and non-UK-based, to be subject to an equivalent regime or otherwise

recognised or endorsed) and to comply with extensive requirements in relation to the administration of "benchmarks" (or, if non-EU based and non-UK based, to be subject to equivalent requirements) and (ii) prevents certain uses by EU supervised entities of "benchmarks" of administrators that are not authorised/registered (or, if non-EU based and non-UK based, deemed equivalent or recognised or endorsed).

The Benchmark Regulation could have an adverse impact on any Notes linked to a rate or index deemed to be a "benchmark", in particular if the methodology or other terms of the "benchmark" are changed in order to comply with the requirements of the Benchmark Regulation. Such changes could, among other things, have the effect of reducing, increasing or otherwise affecting the volatility of the published rate or level of the benchmark.

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

Such factors may have the following effects on certain "benchmarks": (i) discourage market participants from continuing to administer or contribute to certain "benchmarks", (ii) trigger changes in the rules or methodologies used in certain "benchmarks" or (iii) lead to the disappearance of certain "benchmarks".

Any of the above changes or any other consequential changes as a result of international, national or other proposals for reform or other initiatives or investigations, could have an adverse effect on the value of and return on any Notes linked to a "benchmark".

#### *2.1.7 Floating Rate Notes – benchmark discontinuation*

Where Screen Rate Determination is specified as the manner in which the Rate of Interest in respect of Floating Rate Notes is to be determined, and LIBOR, EURIBOR or another Reference Rate has been selected as the Reference Rate, Condition 5(b)(iii)(B) of the Notes provides that the Rate of Interest shall be determined by reference to the Relevant Screen Page (or its successor or replacement). In circumstances where the Original Reference Rate is discontinued, neither the Relevant Screen Page, nor any successor or replacement may be available.

Where the Relevant Screen Page is not available, and no successor or replacement for the Relevant Screen Page is available, Condition 5(b)(iii)(B) of the Notes provides for the Rate of Interest to be determined by the Calculation Agent by reference to quotations from banks communicated to the Calculation Agent.

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

If a Benchmark Event (as defined in Condition 5(i)) (which, amongst other events, includes the permanent discontinuation of an Original Reference Rate) occurs, the Issuer shall use its reasonable endeavours to appoint an Independent Adviser. The Independent Adviser shall endeavour to determine a Successor Rate or Alternative Rate to be used in place of the Original Reference Rate. The use of any such Successor Rate or Alternative Rate to determine the Rate of Interest is likely to result in Notes initially linked to or referencing the Original Reference Rate performing differently (which may include payment of a lower Rate of Interest) than they would do if the Original Reference Rate were to continue to apply in its current form.

Furthermore, if a Successor Rate or Alternative Rate for the Original Reference Rate is determined by the Independent Adviser and the Independent Adviser determines that amendments to the the Conditions of the Notes are necessary to ensure the proper operation of such Successor Rate or Alternative Rate, then the Issuer may vary these Conditions to give effect to such amendments without any requirement for consent or approval of the Noteholders.

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

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

Where the Issuer is unable to appoint an Independent Adviser in a timely manner, or the Independent Adviser is unable, to determine a Successor Rate or Alternative Rate before the next Interest Determination Date, the Rate of Interest for the next succeeding Interest Period will be the Rate of Interest applicable as at the last preceding Interest Determination Date before the occurrence of the Benchmark Event, or, where the Benchmark Event occurs before the first Interest Determination Date, the Rate of Interest will be the initial Rate of Interest.

Where the Issuer has been unable to appoint an Independent Adviser or, the Independent Adviser has failed, to determine a Successor Rate or Alternative Rate in respect of any given Interest Period, it will continue to attempt to appoint an Independent Adviser in a timely manner before the next succeeding Interest Determination Date and/or to determine a Successor Rate or Alternative Rate to apply the next succeeding and any subsequent Interest Periods, as necessary.

Applying the initial Rate of Interest, or the Rate of Interest applicable as at the last preceding Interest Determination Date before the occurrence of the Benchmark Event is likely to result in Notes linked to or referencing the relevant benchmark performing differently (which may include payment of a lower Rate of Interest) than they would do if the relevant benchmark were to continue to apply, or if a Successor Rate or Alternative Rate could be determined.

If the Issuer is unable to appoint an Independent Adviser or, the Independent Adviser fails to determine a Successor Rate or Alternative Rate for the life of the relevant Notes, the initial Rate of Interest, or the Rate of Interest applicable as at the last preceding Interest Determination Date before the occurrence of the Benchmark Event, will continue to apply to maturity. This will result in the floating rate Notes, in effect, becoming fixed rate Notes. Noteholders may, in such circumstances, be materially affected and receive a lower interest as they would have expected if an Independent Adviser had been determined or if such Independent Adviser did not fail to determine such Successor or Alternative Rate.

## **2.2 Risks Factors Relating to the Redemption of the Notes**

### *2.2.1 The Notes may be subject to optional redemption by the Issuer*

In the event that the Issuer would be obliged to increase the amounts payable in respect of any Notes due to any withholding or deduction for or on account of, any present or future taxes, duties, assessments or governmental charges of whatever nature imposed, levied, collected, withheld or assessed by or on behalf of the jurisdiction of the Issuer or a political subdivision thereof or any authority therein or thereof having power to tax, the Issuer may redeem all outstanding Notes in accordance with Condition 6(c)(i).

The Issuer has also the option, if so provided in the relevant Final Terms, to redeem the Notes under a make-whole call option as provided in Condition 6(d), a call option as provided in Condition 6(e), a residual maturity call option as provided in Condition 6(g), a clean-up call option as provided in Condition 6(i) and an acquisition event call option as provided in Condition 6(j). In particular, in case of a clean-up call option there is no obligation for the Issuer to inform investors if and when the percentage of 75 per cent. or the Clean-Up Percentage (as defined in the relevant Final Terms) has been reached or is about to be reached, and the Issuer's right to redeem will exist notwithstanding that immediately prior to the serving of a notice in respect of the exercise of this option, the Notes may have been traded significantly above par, thus potentially resulting in a loss of capital invested.

If (i) an Acquisition Event Call Option is specified in the relevant Final Terms and (ii) the Issuer publicly announces that the consummation of the acquisition of the Targeted Company, as defined in the relevant Final Terms, is not pursued or the completion of the acquisition has not occurred on or prior to the Acquisition Event Limit Date, the Issuer will have the option to redeem the Notes, in whole or in part or, if so specified in the relevant Final Terms, in whole only, at the Optional Redemption Amount together with any interest accrued on the Notes as provided in Condition 6(j).

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.

All of the above may reduce the profits potential investors in the Notes may have expected in subscribing the Notes and could have significant impact on the Noteholders.

### *2.2.2 Exercise of the Change of Control Put Option, the Put Option, the Residual Maturity Call Option, the Call Option or the Make-Whole Redemption by the Issuer in respect of certain Notes may affect the liquidity of the Notes of the same Series in respect of which such option is not exercised*

Depending on the number of Notes of the same Series in respect of which the Change of Control Put Option, as provided in Condition 6(h), the Put Option, as provided in Condition 6(f), the Residual Maturity Call Option, as provided in Condition 6(g), the Call Option, as provided in Condition 6(e), or the Make-Whole Redemption, as provided in Condition 6(d), provided, if any, in the relevant Final Terms is exercised, any trading market in respect of those Notes in respect of which such option is not exercised may become illiquid. In addition, investors may only be able to reinvest the moneys they receive upon such early redemption in securities with a lower yield than the redeemed Notes and Noteholders may lose part of their investment.

### 2.3 Risks Factors relating to Notes denominated in Renminbi

The relevant Final Terms in relation to any Series of Notes may specify that the Notes are denominated in Renminbi (“**RMB Notes**”). RMB Notes contain particular risks for potential investors.

*Renminbi is not freely convertible and may adversely affect the liquidity of RMB Notes*

Renminbi is not freely convertible at present. The PRC government continues to regulate conversion between Renminbi and foreign currencies, including the U.S. dollar, despite the significant reduction over the years by the PRC government of its control over routine foreign exchange transactions under current accounts. This may affect the liquidity of the RMB Notes and the Issuer’s ability to source Renminbi out of the PRC to service RMB Notes.

Remittance of Renminbi by foreign investors into the PRC for the purposes of capital account items, such as capital contributions, is generally only permitted upon obtaining specific approvals from, or completing specific registrations or filings with, the relevant authorities and is subject to a strict monitoring system. Regulations in the PRC on the remittance of Renminbi into the PRC for settlement of capital account items are developing gradually.

Although Renminbi was added to the Special Drawing Rights basket created by the International Monetary Fund in 2016 and policies further improving accessibility to Renminbi to settle cross-border transactions in foreign currencies were implemented by the People’s Bank of China (“**PBOC**”) in 2018, there is no assurance that the PRC government will continue to liberalise the control over cross-border RMB remittances in the future, that any pilot schemes for Renminbi cross-border utilisation will not be discontinued or that new PRC regulations will not be promulgated in the future which have the effect of restricting or eliminating the remittance of Renminbi into or outside the PRC. In the event that funds cannot be repatriated outside the PRC in Renminbi, this may affect the overall availability of Renminbi outside the PRC and the ability of the Issuer to source Renminbi to finance its obligations under the RMB Notes.

*There is only limited availability of Renminbi outside the PRC, which may affect the liquidity of the RMB Notes and the Issuer’s ability to source Renminbi outside the PRC to service such RMB Notes*

As a result of the restrictions imposed by the PRC government on cross-border Renminbi fund flows, the availability of Renminbi outside the PRC is limited. In efforts to internationalise the Renminbi, the PBOC has established Renminbi clearing and settlement systems for participating banks in various countries through settlement agreements (the “**Settlement Agreements**”) on the clearing of Renminbi business with financial institutions in a number of financial centres and cities (each, a “**Renminbi Clearing Bank**”) and these RMB Clearing Banks have been permitted to engage in the settlement of Renminbi trade transactions.

However, the current size of Renminbi-denominated financial assets outside the PRC is limited. There are restrictions imposed by the PBOC on Renminbi business participating banks in respect of cross-border Renminbi settlement, such as those relating to direct transactions with PRC enterprises. Furthermore, Renminbi business participating banks do not have direct Renminbi liquidity support from the PBOC. The relevant RMB Clearing Bank only has access to its own onshore liquidity support from the PBOC to square open positions of its relevant participating banks for limited types of transactions. The relevant Renminbi Clearing Bank is not obliged to square for participating banks any open positions resulting from other foreign exchange transactions or conversion services. In each case, the participating banks will need to source Renminbi from outside the PRC to square such open positions.

Although it is expected that the offshore Renminbi market will continue to grow in depth and size, its growth is subject to many constraints as a result of PRC laws and regulations on foreign exchange. There is no assurance that new PRC regulations will not be promulgated in the future or the Settlement Agreements will not be terminated or amended in the future which will have the effect of restricting availability of Renminbi offshore. The limited availability of Renminbi outside the PRC may affect the

liquidity of RMB Notes. To the extent the Issuer is required to source Renminbi in the offshore market to service its RMB Notes, there is no assurance that either the Issuer will be able to source such Renminbi on satisfactory terms, if at all. Should the Issuer resort to using another currency, such as U.S. dollar, to respect its payment obligations under the RMB Notes, the relevant Noteholders may lose part of their investment when converting such currency back into Renminbi, depending on the prevailing exchange rate at that time.

## **2.4 Risks Factors Relating to the market generally**

### *2.4.1 Market value of the Notes*

The market value of the Notes will be affected by the creditworthiness of the Issuer (as of the date of this Base Prospectus, the long-term corporate rating of the Issuer by S&P is A- (stable outlook)), and a number of additional factors, including the volatility of an index, market interest and yield rates and the time remaining to the maturity date. Application will be made in certain circumstances to list and admit the Notes on Euronext Paris.

The value of the Notes depends on a number of interrelated factors, including economic, financial and political events in France, in the United Kingdom (including Brexit) or elsewhere, including factors affecting capital markets generally and the stock exchanges on which the Notes are traded. The price at which a Noteholder will be able to sell the Notes prior to maturity may be at a discount, which could be substantial, from the issue price or the purchase price paid by such Noteholder and result in losing all or part of their investment in the Notes.

### *2.4.2 An active trading market for the Notes may not develop*

Although particular series of Notes may specify in the relevant Final Terms that they are expected to be admitted to trading on Euronext Paris, 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 and any of its subsidiaries are entitled to buy the Notes, as described in Condition 6(j), and the Issuer may issue further notes, as described in Condition 13. Such transactions may 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. As a consequence, investors may not be able to sell Notes readily or at prices that will enable them to realise their anticipated yield and as a result, investors could lose all or part of their investment in the Notes.

### *2.4.3 Exchange rate risks and exchange controls*

The Programme allows for Notes to be issued in a range of currencies. The Issuer will pay principal and interest on the Notes in the Specified Currency (as defined in the relevant Final Terms). This presents certain risks relating to currency conversions if an investor's financial activities are denominated principally in a currency or currency unit (the "**Investor's Currency**") other than the Specified Currency. These include the risk that exchange rates may significantly change (including changes due to devaluation of the Specified Currency or revaluation of the Investor's Currency) and the risk that authorities with jurisdiction over the Investor's Currency may impose or modify exchange controls. An appreciation in the value of the Investor's Currency relative to the Specified Currency would decrease (1) the Investor's Currency-equivalent yield on the Notes, (2) the Investor's Currency-equivalent value of the principal payable on the Notes and (3) the Investor's Currency-equivalent market value of the Notes.

Government and monetary authorities may impose (as some have done in the past) exchange controls that could adversely affect an applicable exchange rate. As a result, if this risk ever materialises, investors may receive less interest or principal than expected, or no interest or principal at all.

*2.4.4 Notes issued as green, social and/or sustainability Notes may not be a suitable investment for all investors*

The Final Terms relating to any specific Tranche of Notes may provide that it will be the Issuer's intention to issue green, social or sustainability Notes and the net proceeds of the issuance of such Notes may be exclusively applied to finance or re-finance, in part or in full, new and/or existing (i) eligible green projects, (ii) eligible social projects or (iii) sustainability projects (being a combination of both green and social projects) which may be further described in the Issuer's relevant framework to be published on the Issuer's website on or before the issue of such Notes.

There is currently no market consensus on what precise attributes are required for a particular project to be defined as "green" "social" or "sustainable", and therefore no assurance can be provided to investors that the Eligible Projects (as defined in the "Reasons for the offer" paragraph in the relevant Final Terms) will satisfy, whether in whole or in part, any present or future investor expectations or requirements as regards any investment criteria or guidelines with which such investor or its investments are required to comply.

Any failure to use the net proceeds from such Notes on Eligible Projects or to meet or continue to meet the investment requirements of certain environmentally, socially or sustainably focused investors with respect to such Notes may affect the value of the Notes and/or may have adverse consequences for certain investors with portfolio mandates to invest in green, social and/or sustainable assets.

## DOCUMENTS INCORPORATED BY REFERENCE

This Base Prospectus should be read and construed in conjunction with:

- the pages referred to in the table below which are included in the French language *Document d'Enregistrement Universel* of the Issuer which received n° D.20-0137 from the AMF on 17 March 2020 (the “**2019 Universal Registration Document**”);
- the pages referred to in the table below which are included in the French language *document de référence* of the Issuer which received n° D.19-0155 from the AMF on 15 March 2019 (the “**2018 Registration Document**”); and
- the terms and conditions of the notes contained in the base prospectuses of the Issuer dated, respectively, 25 April 2019 (the “**2019 EMTN Conditions**”), 26 November 2018 (the “**2018 EMTN Conditions**”), 6 October 2017 (the “**2017 EMTN Conditions**”), 31 August 2016 (the “**2016 EMTN Conditions**”), 31 July 2015 (the “**2015 EMTN Conditions**”), 15 July 2014 (the “**2014 EMTN Conditions**”) and 25 June 2013 (the “**2013 EMTN Conditions**” and, together with the 2013, 2014, 2015, 2016, 2017, 2018 and 2019 EMTN Conditions, the “**EMTN Previous Conditions**”).

Any reference in this Base Prospectus, in the 2019 Universal Registration Document or in the 2018 Registration Document to the registration documents and/or annual reports (either 2019 or 2018) shall be deemed to exclude the above-mentioned excluded sections.

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

Copies of documents incorporated by reference in this Base Prospectus may be obtained, free of charge, from (i) the registered office of the Issuer, (ii) the website of the Issuer (<https://www.se.com>) and/or (iii) at the offices of each Paying Agent set out at the end of this Base Prospectus during normal business hours.

The 2019 Universal Registration Document and the 2018 Registration Document are available on the website of the AMF (<https://www.amf-france.org>).

Other than in relation to the documents which are incorporated by reference, the information on the websites to which this Base Prospectus refers does not form part of this Base Prospectus and has not been scrutinised or approved by the AMF.

For the purpose of the Prospectus Regulation, information can be found in the documents incorporated by reference in this Base Prospectus in accordance with the following cross-reference table (in which the numbering refers to the relevant items of Annex 7 of the Commission Delegated Regulation (EU) 2019/980 of 14 March 2019 supplementing the Prospectus Regulation (the “**Commission Delegated Regulation**”).

Any information not listed in the cross-reference list below but included in the documents incorporated by reference shall not form part of this Base Prospectus. The non-incorporated parts are either not relevant for investors or covered elsewhere in this Base Prospectus.

The English Translation of the 2019 Universal Registration Document and the 2018 Registration Document are available on the website of the Issuer (<https://www.se.com/ww/en/about-us/investor-relations/regulatory-information/annual-reports.jsp>). Such English translations are available for information purposes only and are not incorporated by reference in this Base Prospectus. Only the French versions of the 2019 Universal Registration Document and the 2018 Registration Document may be relied upon.

<b>Commission Delegated Regulation –Annex 7</b>		<b>2019 Universal Registration Document</b>	<b>2018 Registration Document</b>
<b>A7.2</b>	<b>STATUTORY AUDITORS</b>		
A7.2.1	Names and addresses of the Issuer's auditors for the period covered by the historical financial information (together with their membership in a professional body).	Page 444	
A7.2.2	If auditors have resigned, been removed or not been re-appointed during the period covered by the historical financial information, details if material.	Not applicable	
<b>A7.3</b>	<b>RISK FACTORS</b>		
A7.3.1	<p>A description of the material risks that are specific to the Issuer and that may affect the Issuer's ability to fulfil its obligations under the securities, in a limited number of categories, in a section headed 'Risk Factors'.</p> <p>In each category the most material risks, in the assessment of the Issuer, offeror or person asking for admission to trading on a regulated market, taking into account the negative impact on the Issuer and the probability of their occurrence, shall be set out first. The risk factors shall be corroborated by the content of the registration document.</p>	Pages 63 to 81	
<b>A7.4</b>	<b>INFORMATION ABOUT THE ISSUER</b>		
A7.4.1	<b><u>History and development of the Issuer:</u></b>		
A7.4.1.1	the legal and commercial name of the Issuer;	Page 392	
A7.4.1.2	the place of registration of the Issuer and its registration number and legal entity identifier ('LEI');	Page 392	
A7.4.1.3	the date of incorporation and the length of life of the Issuer, except where indefinite; and	Page 392	
A7.4.1.4	the 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 (or principal place of business if different from its registered office) and website of the Issuer, if any, with a disclaimer that the information on the website does not form part of the prospectus unless that information is incorporated by reference into the prospectus.	Page 392	
<b>A7.5</b>	<b>BUSINESS OVERVIEW</b>		
A7.5.1	<b><u>Principal activities:</u></b>		
A7.5.1.1	A brief description of the Issuer's principal activities stating the main categories of products sold and/or services performed; and	Pages 2-3 and 22 to 31	
A7.5.1.2	The basis for any statements in the registration document made by the Issuer regarding its competitive position.	Pages 10-11, 20-21, 32-37 and 216-217	

<b>Commission Delegated Regulation –Annex 7</b>		<b>2019 Universal Registration Document</b>	<b>2018 Registration Document</b>
<b>A7.6</b>	<b>ORGANISATIONAL STRUCTURE</b>		
A7.6.1	If the Issuer is part of a group, a brief description of the group and the Issuer’s position within the group. This may be in the form of, or accompanied by, a diagram of the organisational structure if this helps to clarify the structure.	Pages 355 to 361, 381 and 386-387	
A7.6.2	If the Issuer is dependent upon other entities within the group, this must be clearly stated together with an explanation of this dependence.	Not applicable	
<b>A7.9</b>	<b>ADMINISTRATIVE, MANAGEMENT, AND SUPERVISORY BODIES</b>		
A7.9.1	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:  (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.	(a) Pages 226 to 234  (b) Not Applicable	
A7.9.2	<b><u>Administrative, Management, and Supervisory bodies conflicts of interests</u></b>  Potential conflicts of interests between any duties to the Issuer 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, a statement to that effect must be made.	Page 258	
<b>A7.10</b>	<b>MAJOR SHAREHOLDERS</b>		
A7.10.1	To the extent known to the Issuer, state whether the Issuer is directly or indirectly owned or controlled and by whom and describe the nature of such control and describe the measures in place to ensure that such control is not abused.	Page 398	
A7.10.2	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.	Not applicable	
<b>A7.11</b>	<b>FINANCIAL INFORMATION CONCERNING THE ISSUER'S ASSETS AND LIABILITIES, FINANCIAL POSITION AND PROFITS AND LOSSES</b>		
A7.11.1	<b><u>Historical Financial Information</u></b>  Historical financial information covering the latest two financial years (at least 24 months) or such shorter period as the Issuer has been in operation and the audit report in respect of each year.	Pages 308 to 366	Pages 274 to 331

<b>Commission Delegated Regulation –Annex 7</b>	<b>2019 Universal Registration Document</b>	<b>2018 Registration Document</b>
<p>(a) balance sheet;</p> <p>(b) income statement;</p> <p>(c) cash flow statement; and</p> <p>(d) accounting policies and explanatory notes.</p>	<p>Pages 311-312</p> <p>Pages 308-309</p> <p>Page 310</p> <p>Pages 314 to 361</p>	<p>Pages 279-280</p> <p>Pages 276-277</p> <p>Page 278</p> <p>Pages 282 to 327</p>
<p><b>A7.11.2 <u>Auditing of historical annual financial information</u></b></p>		
<p>A7.11.2.1 A statement that the historical financial information has been audited.</p> <p>If audit reports on the historical financial information contain qualifications, modifications of opinion, disclaimers or an emphasis of matter, such qualifications, modifications, disclaimers or emphasis of matter must be reproduced in full and the reasons given.</p>	<p>Pages 362 to 366</p>	<p>Pages 328 to 331</p>
<p><b>A7.11.5 <u>Legal and arbitration proceedings</u></b></p> <p>Information on any governmental, legal or arbitration proceedings (including any such proceedings which are pending or threatened of which the Issuer is aware), during a period covering at least the previous 12 months which may have, or have had in the recent past, significant effects on the Issuer and/or group's financial position or profitability, or provide an appropriate negative statement.</p>	<p>Pages 77, 353 and 377</p>	
<p><b>A7.12 MATERIAL CONTRACTS</b></p>		
<p>A7.12 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.</p>	<p>Not applicable</p>	

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

<b>EMTN Previous Conditions</b>	
2013 EMTN Conditions .....	Pages 54 to 82
2014 EMTN Conditions .....	Pages 51 to 81
2015 EMTN Conditions .....	Pages 57 to 88
2016 EMTN Conditions .....	Pages 62 to 94
2017 EMTN Conditions .....	Pages 63 to 92
2018 EMTN Conditions .....	Pages 30 to 66
2019 EMTN Conditions	Pages 30 to 67

Information contained in the Documents Incorporated by Reference other than information listed in the table above is for information purposes only.

## **SUPPLEMENT TO THE BASE PROSPECTUS**

If at any time the Issuer shall be required to prepare a supplement to this Base Prospectus pursuant to Article 23 of the Prospectus Regulation, the Issuer will prepare and make available an appropriate supplement to this Base Prospectus, which shall constitute a supplement to this Base Prospectus for the purpose of the relevant provisions of the Prospectus Regulation.

## TERMS AND CONDITIONS OF THE NOTES

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

An Amended and Restated Agency Agreement (as amended or supplemented as at the Issue Date, the “**Agency Agreement**”) dated 28 April 2020 has been agreed between Schneider Electric SE (the “**Issuer**”), BNP Paribas Securities Services as fiscal agent and the other agents named in it. The fiscal agent, the paying agents, and the calculation agent(s) for the time being (if any) are referred to below respectively as the “**Fiscal Agent**”, the “**Paying Agents**” (which expression shall include the Fiscal Agent), and the “**Calculation Agent(s)**”. Copies of the Agency Agreement are available for inspection at the specified offices of each of the Paying Agents.

For the purposes of these Terms and Conditions, “**Regulated Market**” means any regulated market situated in a Member State of the European Economic Area (“**EEA**”) as defined in the Markets in Financial Instruments Directive 2014/65/EU, as amended.

Terms between square brackets shall apply to Notes guaranteed by Schneider Electric SE when Schneider Electric SE is replaced and substituted by the Substituted Issuer (as defined in Condition 15), as provided in Condition 15. If there is a substitution of the Issuer in accordance with Condition 15, references below to “**Guarantor**” shall mean Schneider Electric SE, in its capacity as guarantor of Notes and any reference in the Conditions to the Issuer shall from then on be deemed to refer to the Substituted Issuer.

References below to “**Conditions**” are, unless the context requires otherwise, to the numbered paragraphs below. References below to “**day**” or “**days**” are to a calendar day or to calendar days, respectively.

### 1 Form, Denomination and Title

#### (a) Form

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

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

Dematerialised Notes are issued, at the option of the Issuer and as specified in the relevant Final Terms (the “**Final Terms**”), in either (i) bearer form (*au porteur*) only, in which case they are inscribed in the books of Euroclear France (acting as central depository) (“**Euroclear France**”) which shall credit the accounts of Account Holders, or (ii) in registered form (*au nominatif*) and, in such latter case, at the option of the relevant Noteholder in either administered registered form (*au nominatif administré*) inscribed in the books of an Account Holder or in fully registered form (*au nominatif pur*) inscribed in an account in the books of Euroclear France maintained by the Issuer or the Registration Agent

(designated in the relevant Final Terms) acting on behalf of the Issuer (the “**Registration Agent**”).

Unless such right is expressly excluded in the relevant Final Terms, the Issuer may require the identification of the Noteholders.

For the purpose of these Conditions, “**Account Holder**” means any authorised financial intermediary institution entitled directly or indirectly to hold accounts on behalf of its customers with Euroclear France, and includes Euroclear Bank SA/NV (“**Euroclear**”) and the depositary bank for Clearstream Banking, S.A. (“**Clearstream**”).

- (ii) Materialised Notes are issued in bearer form (“**Materialised Notes**”) in the Specified Denomination(s) shown in the relevant Final Terms. Materialised Notes are serially numbered and are issued with coupons (“**Coupons**”) (and, where appropriate, a talon (“**Talon**”)) attached, save in the case of Zero Coupon Notes in which case references to interest (other than in relation to interest due after the Maturity Date), Coupons and Talons in these Conditions are not applicable.

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

**(b) Denomination**

Notes shall be issued in the specified denomination(s) as set out in the relevant Final Terms (the “**Specified Denomination(s)**”) save that the minimum denomination of each Note that are admitted to trading on a Regulated Market in circumstances which require the publication of a Base Prospectus under the Prospectus Regulation will be at least €100,000 (or its equivalent in other currencies). Dematerialised Notes shall be issued in one Specified Denomination only.

**(c) Title**

- (i) Title to Dematerialised Notes in bearer form (*au porteur*) and in administered registered form (*au nominatif administré*) shall pass upon, and transfer of such Notes may only be effected through, registration of the transfer in the accounts of Account Holders. Title to Dematerialised Notes in fully registered form (*au nominatif pur*) shall pass upon, and transfer of such Notes may only be effected through, registration of the transfer in the accounts of the Issuer or of the Registration Agent.
- (ii) Title to Materialised Notes in definitive form having, where appropriate, Coupons and/or a Talon attached thereto on issue (“**Definitive Materialised Notes**”), shall pass by delivery.
- (iii) Except as ordered by a court of competent jurisdiction or as required by law, the holder (as defined below) of any Note, 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.
- (iv) In these Conditions, “**holder of Notes**”, “**holder of any Notes**” or “**Noteholder**” means (i) in the case of Dematerialised Notes, the person whose name appears in the account of the relevant Account Holder or the Issuer or the Registration Agent (as the case may be) as being entitled to such Notes and (ii) in the case of Materialised Notes, the bearer of any Definitive Materialised Note, and capitalised terms have the meanings given to them in the relevant Final Terms, the absence of any such meaning indicating that such term is not applicable to the Notes.

**(d) Redenomination**

The Issuer may (if so specified in the relevant Final Terms), without the consent of the holder of any Note, Coupon or Talon, by giving at least 30 days' notice in accordance with Condition 14, redenominate, on any Interest Payment Date all, but not some only, of the Notes of any Series into Euro and adjust the aggregate principal amount and the Specified Denomination(s) set out in the relevant Final Terms accordingly 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 the European economic and monetary union (as provided in the Treaty establishing the European Community (the "EC"), as amended from time to time), or events have occurred which have substantially the same effects all as more fully provided in the relevant Final Terms.

**2 Conversion and Exchange of Notes**

**(a) Dematerialised Notes**

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

**(b) Materialised Notes**

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

**3 Status of Notes [and the Guarantee]**

**(a) Status of the Notes**

Notes and, where applicable, the Coupons relating to them, constitute direct, unconditional, unsubordinated and (subject to Condition 4) unsecured obligations of the Issuer and rank and will rank *pari passu* and without any preference among themselves and (subject to such exceptions as are from time to time mandatory under French law), equally and rateably with all other present or future unsecured and unsubordinated obligations of the Issuer.

**(b) [Status of the Guarantee]**

The obligations of the Guarantor under the Guarantee (as defined in Condition 15) constitute direct, unconditional, unsubordinated and (subject to Condition 4) unsecured obligations of the Guarantor and shall rank at all times *pari passu* and without any preference among themselves and (subject to such exceptions as are from time to time mandatory under French law), equally and rateably with all other present or future unsecured and unsubordinated obligations of the Guarantor.]

**4 Negative Pledge**

So long as any of the Notes or, if applicable, any Coupons relating to them, remain outstanding (as defined below), the Issuer [or, the Guarantor] will not, and will ensure that none of the Principal Subsidiaries (as

defined below) will, create or permit to subsist any mortgage, lien, charge, pledge or other form of security interest (*sûreté réelle*) (“**Security**”) upon any of their respective assets or revenues, present or future, to secure (i) any Relevant Debt (as defined below) or (ii) any guarantee or indemnity in respect of any Relevant Debt [, except the Guarantee], unless, at the same time or prior thereto, the Issuer’s obligations under the Notes [or the Guarantor’s obligations under the Guarantee] are equally and rateably secured therewith.

For the purposes of this Condition: “**Principal Subsidiary**” means at any relevant time a Subsidiary of Schneider Electric SE:

- (a) whose net operating income is at least 10 per cent. of the consolidated net operating income of Schneider Electric SE and its consolidated subsidiaries (the “**Consolidated Group**”) or whose total assets amount to at least 10 per cent. of the total consolidated assets of the Consolidated Group, in each case calculated by reference to the latest audited consolidated accounts of Schneider Electric SE;
- (b) to which is transferred all or substantially all the assets and undertakings of a Subsidiary which immediately prior to such transfer is a Principal Subsidiary.
  - (i) “**Relevant Debt**” means any present or future indebtedness for borrowed money in the form of, or represented by, bonds (*obligations*) issued by the Issuer [or the Guarantor] which are for the time being, or are capable of being, quoted, admitted to trading or ordinarily dealt in on any stock exchange, over-the-counter market or other securities market.
  - (ii) “**Subsidiary**” means, in relation to any person or entity at any time, any other person or entity (whether or not now existing) as defined in Article L.233-1 of the French *Code de commerce* or any other person or entity controlling directly or indirectly such person or entity within the meaning of Article L.233-3 of the French *Code de commerce*.
  - (iii) “**outstanding**” means, in relation to the Notes of any Series, all the Notes issued other than (a) those that have been redeemed in accordance with these Conditions, (b) those in respect of which the date for redemption has occurred and the redemption moneys (including all interest accrued on such Notes to the date for such redemption and any interest payable after such date) have been duly paid (i) in respect of Dematerialised Notes in bearer form or in administered registered form, to the relevant Account Holders on behalf of the Noteholder as provided in Condition 7(a), (ii) in the case of Dematerialised Notes in fully registered form, to the account of the Noteholder as provided in Condition 7(a) and (iii) in the case of Materialised Notes, to the Fiscal Agent as provided in the Agency Agreement and remain available for payment against presentation and surrender of Materialised Notes and/or Coupons, as the case may be, (c) those which have become void or in respect of which claims have become prescribed, (d) those which have been purchased and cancelled as provided in these Conditions, (e) in the case of Materialised Notes (i) those mutilated or defaced Materialised Notes that have been surrendered in exchange for replacement Materialised Notes, (ii) (for the purpose only of determining how many such Materialised Notes are outstanding and without prejudice to their status for any other purpose) those Materialised Notes alleged to have been lost, stolen or destroyed and in respect of which replacement Materialised Notes have been issued, and (iii) any Temporary Global Certificate to the extent that it shall have been exchanged for one or more Definitive Materialised Notes, pursuant to its provisions.

This Condition 4 shall not apply to or be applicable in respect of any Relevant Debt for any Security created by the Issuer [, the Guarantor] or a Principal Subsidiary over:

- (i) any equity share capital acquired by the Issuer [, the Guarantor] or a Principal Subsidiary in any company resulting in that company becoming a majority-owned subsidiary of the Issuer [, the Guarantor] or such Principal Subsidiary after the Issue Date for the sole purpose of

financing or re-financing that acquisition and securing a principal amount not exceeding the cost of that acquisition; or

- (ii) any assets forming all or part of a business acquired by the Issuer [, the Guarantor] or a Principal Subsidiary after the Issue Date for the sole purpose of financing or re-financing that acquisition and securing a principal amount not exceeding the cost of that acquisition.

## 5 Interest and Other Calculations

### (a) Interest on Fixed Rate Notes

Each Fixed Rate Note bears interest on its outstanding nominal amount from the Interest Commencement Date at the rate per annum (expressed as a percentage) equal to the Rate of Interest, such interest being payable in arrear on each Interest Payment Date (the “**Fixed Rate**”).

If a Fixed Coupon Amount or a Broken Amount is specified in the relevant Final Terms, the amount of interest payable on each Interest Payment Date will amount to the Fixed Coupon Amount or, if applicable, the Broken Amount so specified and in the case of the Broken Amount will be payable on the particular Interest Payment Date(s) specified in the relevant Final Terms.

### (b) Interest on Floating Rate Notes:

- (i) Interest Payment Dates: Each Floating Rate Note bears interest on its outstanding nominal amount from the Interest Commencement Date at the rate per annum (expressed as a percentage) equal to the Rate of Interest, such interest being payable in arrear on each Interest Payment Date (the “**Floating Rate**”). Such Interest Payment Date(s) is/are either shown in the relevant Final Terms as Specified Interest Payment Dates or, if no Specified Interest Payment Date(s) is/are shown in the relevant Final Terms, Interest Payment Date shall mean each date which falls the number of months or other period shown in the relevant Final Terms as the Interest Period after the preceding Interest Payment Date or, in the case of the first Interest Payment Date, after the Interest Commencement Date.
- (ii) Business Day Convention: If any date referred to in these Conditions that is specified to be subject to adjustment in accordance with a Business Day Convention would otherwise fall on a day that is not a Business Day, then, if the Business Day Convention specified is:
  - (A) the Floating Rate Business Day Convention or “**FRN Convention**”, such date shall be postponed to the next day that is a Business Day unless it would thereby fall into the next calendar month, in which event (x) such date shall be brought to the immediately preceding Business Day and (y) each subsequent such date shall be the last Business Day of the month in which such date would have fallen had it not been subject to adjustment,
  - (B) the Following Business Day Convention, such date shall be postponed to the next day that is a Business Day,
  - (C) the Modified Following Business Day Convention, such date shall be postponed to the next day that is a Business Day unless it would thereby fall into the next calendar month, in which event such date shall be brought to the immediately preceding Business Day, or
  - (D) the Preceding Business Day Convention, such date shall be brought to the immediately preceding Business Day.
- (iii) Rate of Interest for Floating Rate Notes: the Rate of Interest in respect of Floating Rate Notes for each Interest Accrual Period shall be determined in the manner specified in the relevant Final Terms and the provisions below relating to either ISDA Determination or

Screen Rate Determination shall apply, depending upon which is specified in the relevant Final Terms.

(A) ISDA Determination for Floating Rate Notes

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

- (x) the Floating Rate Option is as specified in the relevant Final Terms;
- (y) the Designated Maturity is a period specified in the relevant Final Terms; and
- (z) the relevant Reset Date is the first day of that Interest Accrual Period or such other date as specified in the relevant Final Terms.

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

(B) Screen Rate Determination for Floating Rate Notes

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

- (i) the offered quotation, or
- (ii) the arithmetic mean of the offered quotations,

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

(b) if the Relevant Screen Page is not available or if sub-paragraph (a)(i) applies and no such offered quotation appears on the Relevant Screen Page or if sub-paragraph (a)(ii) applies and fewer than three such offered quotations appear on the Relevant Screen Page, subject as provided below, the Calculation Agent shall request, (i) if the Reference Rate is LIBOR, the principal London office of each of the Reference Banks or, (ii) if the Reference Rate is EURIBOR, the principal Euro-zone office of each of the Reference Banks or, (iii) if otherwise, each of the Reference Banks, to provide the Calculation Agent with its offered quotation (expressed as a percentage rate per annum) for the Reference Rate if the Reference Rate is LIBOR, at approximately 11.00 a.m. (London time), if the Reference Rate is EURIBOR, at

approximately 11.00 a.m. (Brussels time) or, if otherwise, at the Relevant Screen Page Time on the Interest Determination Date in question. If two or more of the Reference Banks provide the Calculation Agent with such offered quotations, the Rate of Interest for such Interest Period shall be the arithmetic mean of such offered quotations as determined by the Calculation Agent; and

- (c) if paragraph (b) above applies and the Calculation Agent determines that fewer than two Reference Banks are providing offered quotations, subject as provided below, the Rate of Interest shall be the arithmetic mean of the rates per annum (expressed as a percentage) as communicated to (and at the request of) the Calculation Agent by the Reference Banks or any two or more of them, at which such banks were offered, if the Reference Rate is LIBOR, at approximately 11.00 a.m. (London time), if the Reference Rate is EURIBOR, at approximately 11.00 a.m. (Brussels time) or, if otherwise, at the Relevant Screen Page Time on the relevant Interest Determination Date, deposits in the Specified Currency for a period equal to that which would have been used for the Reference Rate by leading banks in, if the Reference Rate is LIBOR, the London inter-bank market, if the Reference Rate is EURIBOR, the Euro-zone inter-bank market or, if otherwise, the Relevant Inter-Bank Market, as the case may be, or, if fewer than two of the Reference Banks provide the Calculation Agent with such offered rates, the offered rate for deposits in the Specified Currency for a period equal to that which would have been used for the Reference Rate, or the arithmetic mean of the offered rates for deposits in the Specified Currency for a period equal to that which would have been used for the Reference Rate, at which, if the Reference Rate is LIBOR, at approximately 11.00 a.m. (London time), if the Reference Rate is EURIBOR, at approximately 11.00 a.m. (Brussels time) or, if otherwise, at the Relevant Screen Page Time, on the relevant Interest Determination Date, any one or more banks (which bank or banks is or are in the opinion of the Issuer suitable for such purpose) informs the Calculation Agent it is quoting to leading banks in, if the Reference Rate is LIBOR, the London inter-bank market, if the Reference Rate is EURIBOR, the Euro zone inter-bank market or, if otherwise, the Relevant Inter-Bank Market, as the case may be, provided that, if the Rate of Interest cannot be determined in accordance with the foregoing provisions of this paragraph, the Rate of Interest shall be determined as at the last preceding Interest Determination Date (though substituting, where a different Margin, Rate Multiplier or Maximum or Minimum Rate of Interest is to be applied to the relevant Interest Accrual Period from that applied to the last preceding Interest Accrual Period, the Margin or Maximum or Minimum Rate of Interest relating to the relevant Interest Accrual Period, in place of the Margin or Maximum or Minimum Rate of Interest relating to that last preceding Interest Accrual Period).

(C) Benchmark discontinuation

If a Benchmark Event occurs in relation to an Original Reference Rate when any Rate of Interest (or any component part thereof) remains to be determined by reference to such Original Reference Rate, then the following provisions shall apply and shall prevail over other fallbacks specified in Condition 5(b)(iii)(B).

- (a) Independent Adviser

The Issuer shall use its reasonable endeavours to appoint an Independent Adviser, as soon as reasonably practicable, to determine a Successor Rate,

failing which an Alternative Rate (in accordance with Condition 5(b)(iii)(C)(b)) and, in either case, an Adjustment Spread if any (in accordance with Condition 5(b)(iii)(C)(c)) and any Benchmark Amendments (in accordance with Condition 5(b)(iii)(C)(d)).

In making such determination, the Independent Adviser appointed pursuant to this Condition 5(b)(iii)(C) shall act in good faith in a commercially reasonable manner as an independent expert and in consultation with the Issuer. The Issuer will not take any discretionary decision on the basis of such consultation. In the absence of bad faith, manifest error or fraud, the Independent Adviser shall have no liability whatsoever to the Issuer, the Paying Agents, or the Noteholders or the Couponholders for any determination made by it, pursuant to this Condition 5(b)(iii)(C).

If (i) the Issuer is unable to appoint an Independent Adviser; or (ii) the Independent Adviser appointed by it fails to determine a Successor Rate or, failing which, an Alternative Rate in accordance with this Condition 5(b)(iii)(C)(a) prior to the relevant Interest Determination Date, the Rate of Interest applicable to the next succeeding Interest Period shall be equal to the Rate of Interest last determined in relation to the Notes in respect of the immediately preceding Interest Period. If there has not been a first Interest Payment Date, the Rate of Interest shall be the initial Rate of Interest. Where a different Margin or Maximum or Minimum Rate of Interest is to be applied to the relevant Interest Period from that which applied to the last preceding Interest Period, the Margin or Maximum or Minimum Rate of Interest relating to the relevant Interest Period shall be substituted in place of the Margin or Maximum or Minimum Rate of Interest relating to that last preceding Interest Period. For the avoidance of doubt, this Condition 5(b)(iii)(C)(a) shall apply to the relevant next succeeding Interest Period only and any subsequent Interest Periods are subject to the subsequent operation of, and to adjustment as provided in, this Condition 5(b)(iii)(C)(a).

(b) Successor Rate or Alternative Rate

If the Independent Adviser, determines that:

- (i) there is a Successor Rate, then such Successor Rate shall (subject to adjustment as provided in Condition 5(b)(iii)(C)(c)) subsequently be used in place of the Original Reference Rate to determine the Rate of Interest (or the relevant component part thereof) for all future payments of interest on the Notes (subject to the operation of this Condition 5(b)(iii)(C)); or
- (ii) there is no Successor Rate but that there is an Alternative Rate, then such Alternative Rate shall (subject to adjustment as provided in Condition 5(b)(iii)(C)(c)) subsequently be used in place of the Original Reference Rate to determine the Rate of Interest (or the relevant component part thereof) for all future payments of interest on the Notes (subject to the operation of this Condition 5(b)(iii)(C)).

(c) Adjustment Spread

If the Independent Adviser, determines (i) that an Adjustment Spread is required to be applied to the Successor Rate or the Alternative Rate (as the case may be) and (ii) the quantum of, or a formula or methodology for

determining, such Adjustment Spread, then such Adjustment Spread shall be applied to the Successor Rate or the Alternative Rate (as the case may be).

(d) Benchmark Amendments

If any Successor Rate or Alternative Rate and, in either case, the applicable Adjustment Spread is determined in accordance with this Condition 5(b)(iii)(C) and the Independent Adviser, determines (i) that amendments to these Conditions are necessary to ensure the proper operation of such Successor Rate or Alternative Rate and/or (in either case) the applicable Adjustment Spread (such amendments, the “**Benchmark Amendments**”) and (ii) the terms of the Benchmark Amendments, then the Issuer shall, subject to giving notice thereof in accordance with Condition 5(b)(iii)(C)(e), without any requirement for the consent or approval of Noteholders, vary these Conditions to give effect to such Benchmark Amendments with effect from the date specified in such notice.

For the avoidance of doubt, and in connection with any such variation in accordance with this Condition 5(b)(iii)(C)(d), the Issuer shall comply with the rules of any stock exchange on which the Notes are for the time being listed or admitted to trading.

(e) Notices

Any Successor Rate, Alternative Rate, Adjustment Spread and the specific terms of any Benchmark Amendments, determined under this Condition 5(b)(iii)(C) will be notified promptly by the Issuer, after receiving such information from the Independent Adviser, to the Fiscal Agent, the Calculation Agent, the Paying Agents, the Representative of the *Masse* and, in accordance with Condition 14, the Noteholders. Such notice shall be irrevocable and shall specify the effective date of the Benchmark Amendments, if any.

No later than notifying the Noteholders and the Representative of the *Masse* of the same, the Issuer shall deliver to the Fiscal Agent a certificate signed by one authorised signatory of the Issuer:

- (i) confirming (i) that a Benchmark Event has occurred, (ii) the Successor Rate or, as the case may be, the Alternative Rate, (iii) where applicable, any Adjustment Spread and (iv) the specific terms of the Benchmark Amendments (if any), mentioned in (i), (ii) and (iii) and as determined by the Independent Adviser in accordance with the provisions of this Condition 5(b)(iii)(C); and
- (ii) certifying that the Independent Adviser has confirmed that the Benchmark Amendments (if any) are necessary to ensure the proper operation of such Successor Rate or Alternative Rate and (in either case) the applicable Adjustment Spread.

The Fiscal Agent shall make such certificate available at its offices, for inspection by the Noteholders at all reasonable times during normal business hours.

The Fiscal Agent shall be entitled to rely on such certificate (without liability to any person) as sufficient evidence thereof. The Successor Rate or Alternative Rate and the Adjustment Spread (if any) and the Benchmark Amendments (if any) specified in such certificate will (in the absence of

manifest error or bad faith in the determination of the Successor Rate or Alternative Rate and the Adjustment Spread (if any) and the Benchmark Amendments (if any) and without prejudice to the Fiscal Agent's ability to rely on such certificate as aforesaid) be binding on the Issuer, the Fiscal Agent, the Calculation Agent, the Paying Agent and the Noteholders.

(f) **Survival of Original Reference Rate**

Without prejudice to the obligations of the Issuer under Condition 5(b)(iii)(C) (a), (b), (c) and (d), the Original Reference Rate and the fallback provisions provided for in Condition 5(b)(iii)(B) will continue to apply unless and until a Benchmark Event has occurred.

(g) **New Benchmark Event in respect of the Successor Rate or Alternative Rate**

If Benchmark Amendments have been implemented pursuant to this Condition 5(b)(iii)(C) and a new Benchmark Event occurs in respect of the then applicable Successor Rate or Alternative Rate, the provisions of this Condition 5(b)(iii)(C) shall apply as if the Successor Rate or Alternative Rate were the Original Reference Rate.

(D) **Linear Interpolation**

Where Linear Interpolation is specified in the relevant Final Terms to be applicable in respect of an Interest Accrual Period, the Rate of Interest for such Interest Accrual Period shall be calculated by the Calculation Agent by straight line linear interpolation by reference to two rates based on the relevant Reference Rate (where "Screen Rate Determination" is specified to be applicable in the relevant Final Terms) or the relevant Floating Rate Option (where "ISDA Determination" is specified to be applicable in the relevant Final Terms), one of which shall be determined as if the Applicable Maturity were the period of time for which rates are available next shorter than the length of the relevant Interest Accrual Period and the other of which shall be determined as if the Applicable Maturity were the period of time for which rates are available the next longer than the length of the relevant Interest Accrual Period, provided however, that if there is no such rate available for a period of time shorter or, as the case may be, longer than the relevant Interest Accrual Period, then the Calculation Agent shall determine such rate at such time and by reference to such sources as it determines appropriate.

"**Applicable Maturity**" means: (a) in relation to Screen Rate Determination, the period of time designated in the Reference Rate, and (b) in relation to ISDA Determination, the Designated Maturity.

(c) **Fixed/Floating Rate Notes**

Fixed/Floating Rate Notes may bear interest at a rate that will automatically change from a Fixed Rate to a Floating Rate, or from a Floating Rate to a Fixed Rate on the date set out in the Final Terms.

(d) **Zero Coupon Notes**

Where a Note the Interest Basis of which is specified to be Zero Coupon is repayable prior to the Maturity Date and is not paid when due, the amount due and payable prior to the Maturity Date shall be the Early Redemption Amount of such Note. As from the Maturity Date, the Rate of Interest for any overdue principal of such a Note shall be a rate per annum (expressed as a percentage) equal to the Amortisation Yield (as defined in Condition 6(b)(i)).

**(e) Accrual of Interest**

Interest shall cease to accrue on each Note on the due date for redemption unless (i) in the case of Dematerialised Notes, on such due date or (ii) in the case of Materialised Notes, upon due presentation, payment is improperly withheld or refused, in which event interest shall continue to accrue (as well after as before judgement) at the Rate of Interest in the manner provided in this Condition 5 to the Relevant Date (as defined in Condition 8).

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

- (i) If any Margin or Rate Multiplier is specified in the relevant Final Terms (either (x) generally, or (y) in relation to one or more Interest Accrual Periods), an adjustment shall be made to all Rates of Interest, in the case of (x), or the Rates of Interest for the specified Interest Accrual Periods, in the case of (y), calculated in accordance with (b) 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 or Redemption Amount is specified in the relevant Final Terms, then any Rate of Interest or Redemption Amount shall be subject to such maximum or minimum, as the case may be. In no event shall the amount of interest payable (including, for the sake of clarity, any applicable margin) be less than zero.
- (iii) For the purposes of any calculations required pursuant to these Conditions, (x) all percentages resulting from such calculations shall be rounded, if necessary, to the nearest one hundred-thousandth of a percentage point (with halves being rounded up), (y) all figures shall be rounded to seven significant figures (with halves being rounded up) and (z) all currency amounts that fall due and payable shall be rounded to the nearest unit of such currency (with halves being rounded up), save in the case of Yen, which shall be rounded down to the nearest Yen. For these purposes “unit” means the lowest amount of such currency that is available as legal tender in the country/ies of such currency.

**(g) Calculations**

The amount of interest payable in respect of any Note for any period shall be calculated by multiplying the product of the Rate of Interest and the outstanding nominal amount of such Note by the Day Count Fraction, unless an Interest Amount (or a formula for its calculation) is specified in respect of such period in the Final Terms, in which case the amount of interest payable in respect of such Note for such 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 in respect of such Interest Period shall be the sum of the amounts of interest payable in respect of each of those Interest Accrual Periods.

**(h) Determination and Publication of Rates of Interest, Interest Amounts, Final Redemption Amounts, Early Redemption Amounts, Optional Redemption Amounts**

As soon as practicable after the relevant time on such date as the Calculation Agent may be required to calculate any rate or amount, obtain any quotation or make any determination or calculation, it shall determine such rate and calculate the Interest Amounts in respect of each Specified Denomination of the Notes for the relevant Interest Accrual Period, calculate the Final Redemption Amount, Early Redemption Amount or Optional Redemption Amount, obtain such quotation or make such determination or calculation, as the case may be, and cause the Rate of Interest and the Interest Amounts for each Interest Period and the relevant Interest Payment Date and, if required to be calculated, the Final Redemption Amount, Early Redemption Amount or any Optional Redemption 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 admitted to trading 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 Interest Amount, or (ii) in all other cases, the second Business Day after such determination. Where any Interest Payment Date or Interest Period Date is subject to adjustment pursuant to Condition 5(b)(ii), the Interest Amounts and the Interest Payment Date so published may subsequently be amended (or appropriate alternative arrangements made by way of adjustment) without notice in the event of an extension or shortening of the Interest Period. If the Notes become due and payable under Condition 10, the accrued interest and the Rate of Interest payable in respect of the Notes shall nevertheless continue to be calculated as previously in accordance with this Condition but no publication of the Rate of Interest or the Interest Amount so calculated need be made. The determination of any rate or amount, the obtaining of each quotation and the making of each determination or calculation by the Calculation Agent(s) shall (in the absence of manifest error) be final and binding upon all parties.

(i) **Definitions**

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

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

- (i) in the case of a Successor Rate, is formally recommended in relation to the replacement of the Original Reference Rate with the Successor Rate by any Relevant Nominating Body; or (if no such recommendation has been made, or in the case of an Alternative Rate);
- (ii) the Independent Adviser determines, is customarily applied to the relevant Successor Rate or the Alternative Rate (as the case may be) in international debt capital markets transactions to produce an industry-accepted replacement rate for the Original Reference Rate; or (if the Independent Adviser determines that no such spread is customarily applied);
- (iii) the Independent Adviser determines and which is recognised or acknowledged as being the industry standard for over-the-counter derivative transactions which reference the Original Reference Rate, where such rate has been replaced by the Successor Rate or the Alternative Rate, as the case may be.

“**Alternative Rate**” means an alternative benchmark or screen rate which the Independent Adviser determines in accordance with Condition 5(b)(iii)(C)(b) and which is customarily applied in international debt capital markets transactions for the purposes of determining rates of interest (or the relevant component part thereof) in the same Specified Currency as the Notes.

“**Benchmark Amendments**” has the meaning given to it in Condition 5(b)(iii)(C)(d).

“**Benchmark Event**” means:

- (i) the Original Reference Rate ceasing to be published for a period of at least 5 Business Days or ceasing to exist; or
- (ii) a public statement by the administrator of the Original Reference Rate that it has ceased or that it will cease publishing the Original Reference Rate permanently or indefinitely (in

circumstances where no successor administrator has been appointed that will continue publication of the Original Reference Rate); or

- (iii) a public statement by the supervisor of the administrator of the Original Reference Rate, that the Original Reference Rate has been or will be permanently or indefinitely discontinued; or
- (iv) a public statement by the supervisor of the administrator of the Original Reference Rate as a consequence of which the Original Reference Rate will be prohibited from being used either generally, or in respect of the Notes; or
- (v) it has become unlawful for any Paying Agent, the Calculation Agent or the Issuer to calculate any payments due to be made to any Noteholder using the Original Reference Rate,

provided that in the case of sub-paragraphs (ii), (iii) and (iv), the Benchmark Event shall occur on or within the six months preceding the date of the cessation of publication of the Original Reference Rate, the discontinuation of the Original Reference Rate, or the prohibition of use of the Original Reference Rate, as the case may be, and not the date of the relevant public statement.

The occurrence of a Benchmark Event shall be determined by the Issuer and promptly notified to the Fiscal Agent, the Calculation Agent and the Paying Agents. For the avoidance of doubt, neither the Fiscal Agent, the Calculation Agent nor the Paying Agents shall have any responsibility for making such determination.

“**Business Day**” means:

- (i) in the case of a currency other than Euro or RMB, a day (other than a Saturday, Sunday or a public holiday) on which commercial banks and foreign exchange markets settle payments in the principal financial centre for such currency; and/or
- (ii) in relation to any sum payable in RMB, a day (other than a Saturday, Sunday or public holiday) on which commercial banks and foreign exchange markets settle payments in RMB in Hong Kong and in the relevant Business Centre(s) (if any); and/or
- (iii) in the case of Euro, a day on which the TARGET System is operating (a “**TARGET Business Day**”); and/or
- (iv) in the case of a currency and/or one or more Business Centres, a day (other than a Saturday, a Sunday or a public holiday) on which commercial banks and foreign exchange markets settle payments in such currency in the Business Centre(s) or, if no currency is indicated, generally in each of the Business Centres.

“**Day Count Fraction**” means, in respect of the calculation of an amount of interest on any Note for any period of time (whether or not constituting an Interest Period, the “Calculation Period”):

- (i) if “**Actual/Actual**” or “**Actual/Actual - ISDA**” or “**Act/Act**” or “**Act/Act - ISDA**” is specified in the relevant Final Terms, the actual number of days in the Calculation Period divided by 365 (or, if any portion of that Calculation Period falls in a leap year, the sum of (A) the actual number of days in that portion of the Calculation Period falling in a leap year divided by 366 and (B) the actual number of days in that portion of the Calculation Period falling in a non-leap year divided by 365);
- (ii) if “**Actual/365 (Fixed)**” is specified in the relevant Final Terms, the actual number of days in the Calculation Period divided by 365;
- (iii) if “**Actual/360**” is specified in the relevant Final Terms, the actual number of days in the Calculation Period divided by 360;

- (iv) if “**Actual/Actual ICMA**” is specified in the relevant Final Terms:
- (a) if the Calculation Period is equal to or shorter than the Determination Period during which it falls, the number of days in the Calculation Period divided by the product of (x) the number of days in such Determination Period and (y) the number of Determination Periods normally ending in any year; and
  - (b) if the Calculation Period is longer than one Determination Period, the sum of:
    - (x) the number of days in such Calculation Period falling in the next 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;
    - (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 herein or, if none is so specified, the Interest Payment Date.

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

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

where:

“**Y<sub>1</sub>**” is the year, expressed as a number, in which the first day of the Calculation Period falls;

“**Y<sub>2</sub>**” is the year, expressed as a number, in which the day immediately following the last day included in the Calculation Period falls;

“**M<sub>1</sub>**” is the calendar month, expressed as a number, in which the first day of the Calculation Period falls;

“**M<sub>2</sub>**” is the calendar month, expressed as number, in which the day immediately following the last day included in the Calculation Period falls;

“**D<sub>1</sub>**” is the first calendar day, expressed as a number, of the Calculation Period, unless such number would be 31, in which case D<sub>1</sub> will be 30; and

“**D<sub>2</sub>**” 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 D<sub>1</sub> is greater than 29, in which case D<sub>2</sub> will be 30

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

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

where:

“**Y<sub>1</sub>**” is the year, expressed as a number, in which the first day of the Calculation Period falls;

“**Y<sub>2</sub>**” is the year, expressed as a number, in which the day immediately following the last day included in the Calculation Period falls;

“**M<sub>1</sub>**” is the calendar month, expressed as a number, in which the first day of the Calculation Period falls;

“**M<sub>2</sub>**” is the calendar month, expressed as a number, in which the day immediately following the last day included in the Calculation Period falls;

“**D<sub>1</sub>**” is the first calendar day, expressed as a number, of the Calculation Period, unless such number would be 31, in which case D<sub>1</sub> will be 30; and

“**D<sub>2</sub>**” 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 D<sub>2</sub> will be 30

- (vii) 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:

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

where:

“**Y<sub>1</sub>**” is the year, expressed as a number, in which the first day of the Calculation Period falls;

“**Y<sub>2</sub>**” is the year, expressed as a number, in which the day immediately following the last day included in the Calculation Period falls;

“**M<sub>1</sub>**” is the calendar month, expressed as a number, in which the first day of the Calculation Period falls;

“**M<sub>2</sub>**” is the calendar month, expressed as a number, in which the day immediately following the last day included in the Calculation Period falls;

“**D<sub>1</sub>**” 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 D<sub>1</sub> will be 30; and

“**D<sub>2</sub>**” 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 D<sub>2</sub> will be 30.

“**Effective Date**” means, with respect to any Floating Rate to be determined on an Interest Determination Date, 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 adopt or have adopted the single currency in accordance with the Treaty establishing the EC as amended.

“**Independent Adviser**” means an independent financial institution of international repute or an independent financial adviser with appropriate expertise appointed by the Issuer under Condition 5(b)(iii)(C)(a).

“**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 the amount of interest payable, and in the case of Fixed Rate Notes, means the Fixed Coupon Amount or Broken Amount, as the case may be.

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

“**Interest Determination Date**” means, with respect to a Rate of Interest and Interest Accrual Period or the interest amount in relation to RMB Notes, the date specified as such in the relevant Final Terms or, if none is so specified, (i) the first day of such Interest Accrual Period if the Specified Currency is Sterling or (ii) the day falling two Business Days in London 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 Interest Payment Date and each successive period beginning on (and including) an Interest Payment Date and ending on (but excluding) the next succeeding Interest Payment Date.

“**Interest Period Date**” means each Interest Payment Date.

“**ISDA Definitions**” means the 2006 ISDA Definitions as published by the International Swaps and Derivatives Association, Inc.

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

“**Reference Rate**” means the rate specified as such in the relevant Final Terms (or any Successor Rate or Alternative Rate)

“**Rate of Interest**” means the rate of interest payable from time to time in respect of any particular Note and that is specified in the relevant Final Terms.

“**Reference Banks**” means, in the case of a determination of LIBOR, the principal London office of four major banks in the London inter-bank market and, in the case of a determination of EURIBOR, the principal Euro-zone office of four major banks in the Euro-zone inter-bank market or, if otherwise, the principal offices of five major banks in the Relevant Inter-Bank Market, in each case selected by the Calculation Agent or as specified in the relevant Final Terms.

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

“**Relevant Inter-Bank Market**” means such inter-bank market as may be specified in the relevant Final Terms.

“**Relevant Nominating Body**” means, in respect of a benchmark or screen rate, as applicable:

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

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

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

“**Relevant Screen Page Time**” means such time as may be specified in the relevant Final Terms (or any successor or replacement page, section, caption, column or other part of a particular information service).

“**Relevant Time**” means, with respect to any Interest Determination Date, the local time in the Relevant Financial Centre specified in the relevant Final Terms or, if 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 in accordance with a Screen Rate Determination on an Interest Determination Date, an amount that is representative for a single transaction in the relevant market at the time.

“**RMB Note**” means a Note denominated in RMB.

“**Specified Currency**” means the currency specified as such in the relevant Final Terms.

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

“**Specified Duration**” means, with respect to any Floating Rate to be determined in accordance with a Screen Rate Determination on an Interest Determination Date, a period of time equal to the relative Interest Accrual Period, ignoring any adjustment pursuant to Condition 5(b)(ii).

“**TARGET System**” means the Trans-European Automated Real-Time Gross Settlement Express Transfer (known as TARGET 2) System or any successor thereto.

**(j) 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 relevant Final Terms 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, Final Redemption Amount, Early Redemption Amount or Optional Redemption Amount, as the case may be, or to comply with any other requirement, the Issuer shall appoint a leading bank or investment banking firm engaged in the interbank market (or, if appropriate, money, swap or over-the-counter index options market) that is most closely connected with the calculation or determination to be made by the Calculation Agent (acting through its principal 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 and notice of any such change of Calculation Agent shall promptly be given to the Noteholders in accordance with Condition 14 below.

**(k) RMB Notes**

Notwithstanding the foregoing, each RMB Note which is a Fixed Rate Note bears interest from (and including) the Interest Commencement Date at the rate per annum equal to the Rate of Interest. For the purposes of calculating the amount of interest, if any Interest Payment Date would otherwise fall on a day which is not a Business Day, it shall be postponed to the next day which is a Business Day unless it would thereby fall into the next calendar month in which case it shall be brought forward to the immediately preceding Business Day. Interest will be payable in arrear on each Interest Payment Date.

The Calculation Agent will, as soon as practicable after the Relevant Time as specified in the relevant Final Terms on each Interest Determination Date, calculate the amount of interest payable per Specified Denomination for the relevant Interest Period. The determination of the amount of interest payable per Specified Denomination by the Calculation Agent shall (in the absence of manifest error and after confirmation by the Issuer) be final and binding upon all parties.

The Calculation Agent will cause the amount of interest payable per Specified Denomination for each Interest Period and the relevant Interest Payment Date to be notified to each of the Paying Agents and to be notified to Noteholders as soon as possible after their determination but in no event later than the fourth Business Day thereafter. The amount of interest payable per Specified Denomination and 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 adjustment of the Interest Period, if the Interest Payment Date is not a Business Day. If the Notes become due and payable under Condition 10, the accrued interest per Specified Denomination shall nevertheless continue to be calculated as previously by the Calculation Agent in accordance with this provision but no publication of the amount of interest payable per Specified Denomination so calculated need be made.

Interest shall be calculated in respect of any period by applying the Rate of Interest to the Specified Denomination, multiplying such product by the actual number of days in the relevant Interest Period or, as applicable, other period concerned and dividing it by 365, and rounding the resultant figure to the nearest RMB sub-unit, half of any such sub-unit being rounded upwards or otherwise in accordance with applicable market convention.

## **6 Redemption, Purchase and Options**

**(a) Final Redemption**

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

**(b) Early Redemption:**

**(i) Zero Coupon Notes:**

- (A) The Early Redemption Amount payable in respect of any Zero Coupon Note, the Early Redemption Amount of which is not linked to an index and/or a formula, upon redemption of such Note pursuant to Condition 6(c) or upon it becoming due and payable as provided in Condition 10 shall be the Amortised Nominal Amount (calculated as provided below) of such Note.
- (B) Subject to the provisions of sub-paragraph (C) below, the “**Amortised Nominal Amount**” of any such Note shall be the scheduled Final Redemption Amount of such Note on the Maturity Date discounted at a rate per annum (expressed as a percentage) equal to the Amortisation Yield (which, if none is shown in the relevant Final Terms, shall be such rate as would produce an Amortised Nominal Amount equal to the issue price of the Notes if they were discounted back to their issue price on the Issue Date) compounded annually.
- (C) If the Early Redemption Amount payable in respect of any such Note upon its redemption pursuant to Condition 6(c) or upon it becoming due and payable as provided in Condition 10 is not paid when due, the Early Redemption Amount due and payable in respect of such Note shall be the Amortised Nominal Amount of such Note as defined in sub-paragraph (B) above, except that such sub-paragraph shall have effect as though the date on which the Note becomes due and payable were the Relevant Date. The calculation of the Amortised Nominal Amount in accordance with this sub-paragraph shall continue to be made (as well after as before judgement) until the Relevant Date, unless the Relevant Date falls on or after the Maturity Date, in which case the amount due and payable shall be the scheduled Final Redemption Amount of such Note on the Maturity Date together with any interest that may accrue in accordance with Condition 5(c).

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

- (ii) **Other Notes:** The Early Redemption Amount payable in respect of any Note (other than Notes described in (i) above), upon redemption of such Note pursuant to Condition 6(c) or upon it becoming due and payable as provided in Condition 10, shall be the Final Redemption Amount.

**(c) Redemption for Taxation Reasons:**

- (i) If, by reason of any change in, or any change in the official application or interpretation of, the law of a Relevant Jurisdiction (as defined below), becoming effective after the Issue Date, the Issuer [or, the Guarantor (in respect of the Guarantee)] would on the occasion of the next payment of principal or interest due in respect of the Notes or Coupons, not be able to make such payment without having to pay additional amounts as specified under Condition 8 below, the Issuer may, at its option, on any Interest Payment Date or, if so specified in the relevant Final Terms, at any time, subject to having given not more than 45 nor less than 30 days' prior notice to the Noteholders or, if applicable, to the holders of Coupons (the “**Couponholders**”) (which notice shall be irrevocable) in accordance with Condition 14, redeem all, but not some only, of the Notes at their Redemption Amount together with 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 [or, the Guarantor (in respect of the Guarantee)] could make payment of principal and interest without withholding for such additional amounts.

- (ii) If the Issuer [or, the Guarantor (in respect of the Guarantee)] would on the next payment of principal or interest in respect of the Notes or Coupons be prevented by the law of a Relevant Jurisdiction from making payment to the Noteholders or, if applicable, Couponholders of the full amount then due and payable, notwithstanding the undertaking to pay additional amounts contained in Condition 8 below, 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 or, if applicable, the Couponholders, in accordance with Condition 14, redeem all, but not some only, of the Notes then outstanding at their Redemption Amount together with any interest accrued to the date set for redemption on (A) the latest practicable Interest Payment Date on which the Issuer [or the Guarantor] could make payment of the full amount then due and payable in respect of the Notes or, if applicable, Coupons, provided that if such notice would expire after such Interest Payment Date the date for redemption pursuant to such notice of Noteholders or, if applicable, Couponholders, 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 in the relevant Final Terms, at any time, provided that the due date for redemption of which notice hereunder shall be given shall be the latest practicable date at which the Issuer could make payment of the full amount payable in respect of the Notes, or, if applicable, Coupons or, if that date is passed, as soon as practicable thereafter.

**“Relevant Jurisdiction”** means the Republic of France or any other jurisdiction in which the Issuer [or, the Guarantor (in respect of the Guarantee)], or its successor, is or becomes organised or resident for tax purposes, or any political subdivision or taxing authority in, or of, any of the foregoing.

**(d) Make-Whole Redemption by the Issuer:**

If a Make-Whole Redemption by the Issuer is specified in the relevant Final Terms, in respect of any issue of Notes, the Issuer will, subject to compliance by the Issuer with all relevant laws, regulations and directives and on giving not less than 15 nor more than 30 days' irrevocable notice in accordance with Condition 14 to the Noteholders (or such other notice period as may be specified in the relevant Final Terms), have the option to redeem the Notes, in whole or in part, at any time or from time to time, prior to their Maturity Date (the **“Optional Redemption Date”**) at their Optional Redemption Amount. The Optional Redemption Amount will be calculated by the Calculation Agent and will be the greater of (x) 100 per cent. of the nominal amount of the Notes so redeemed and, (y) the sum of the then present values of the remaining scheduled payments of principal and interest on such Notes (not including any interest accrued on the Notes to, but excluding, the relevant Optional Redemption Date) discounted to the relevant Optional Redemption Date on an annual basis at the Redemption Rate plus a Redemption Margin (as specified in the relevant Final Terms), plus in each case (x) or (y) above, any interest accrued on the Notes to, but excluding, the Optional Redemption Date.

If a Residual Maturity Call Option is specified in the relevant Final Terms and if the Issuer decides to redeem the Notes pursuant to the Make-Whole Redemption by the Issuer before the Residual Maturity Call Option Date (as specified in the relevant Final Terms) pursuant to Condition 6(g) below, the Optional Redemption Amount in respect of the Make-Whole Redemption by the Issuer will be calculated taking into account the Residual Maturity Call Option Date pursuant to Condition 6(g) below and not the Maturity Date.

The **“Redemption Rate”** is the average of the four quotations (eliminating the highest quotation (or, in the event of equality, one of the highest quotations) and the lowest quotation (or in the event of equality, one of the lowest quotations)) given by the Reference Dealers of the mid-market annual yield to maturity of the Reference Security (as specified in the relevant Final Terms) on the fourth

business day preceding the Optional Redemption Date at 11.00 a.m. (Central European time (CET)).

“**Reference Dealers**” means each of the four banks selected by the Calculation Agent which are primary European government security dealers, and their respective successors, or market makers in pricing corporate bond issues or as specified in the relevant Final Terms.

If the Reference Security is no longer outstanding, a Similar Security specified in the Final Terms, will be chosen by the Calculation Agent at 11.00 a.m. (Central European time (CET)) on the third business day in London preceding the Optional Redemption Date, quoted in writing by the Calculation Agent to the Issuer and notified in accordance with Condition 14.

The Redemption Rate will be notified by the Issuer in accordance with Condition 14.

The determination of any rate or amount, the obtaining of each quotation and the making of each determination or calculation by the Calculation Agent shall (in the absence of manifest error) be final and binding upon all parties.

In the case of a partial redemption of, or a partial exercise of the Issuer’s option in respect of, Materialised Notes, the notice to holders of such Materialised Notes shall also contain the numbers of the Definitive Materialised Notes to be redeemed or in respect of which such option has been exercised, which shall have been drawn in such place and in such manner as may be fair and reasonable in the circumstances and taking account of prevailing market practices, subject to compliance with any applicable laws and requirements of the Regulated Market on which the Notes are admitted to trading.

In the case of a partial redemption of, or a partial exercise of the Issuer’s option in respect of, Dematerialised Notes, the redemption may be effected, at the option of the Issuer, either (i) by reducing the nominal amount of all such Dematerialised Notes in a Series in proportion to the aggregate nominal amount redeemed or (ii) by redeeming in full some only of such Dematerialised Notes and, in such latter case, the choice between those Dematerialised Notes that will be fully redeemed and those Dematerialised Notes of any Series that will not be redeemed shall be made in accordance with Article R.213-16 of the Code, subject to compliance with any other applicable laws and requirements of the Regulated Market on which the Notes are admitted to trading. In no event, the outstanding nominal amount of each Note following such reduction shall be below any amount which would prevent the Issuer from choosing its home Member State (as such term is defined in the Prospectus Regulation).

Any notice given by the Issuer pursuant to this Condition 6(d) shall be deemed void and of no effect in relation to any Note in the event that, prior to the giving of such notice by the Issuer, the relevant Noteholder had already delivered an Exercise Notice in relation to such Note in accordance with Condition 6(f) below.

So long as the Notes are admitted to trading on a Regulated Market 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 accordance with Articles 221-3 and 221-4 of the General Regulation (*Règlement Général*) of the AMF and on the website of any other competent authority and/or Regulated Market where the Notes are admitted to trading, a notice specifying the aggregate nominal amount of Notes outstanding and, in the case of Materialised Notes a list of any Definitive Materialised Notes drawn for redemption but not surrendered.

**(e) Redemption at the Option of the Issuer and Exercise of Issuer’s Options and Partial Redemption**

If a Call Option is specified in the relevant Final Terms, the Issuer may, on giving not less than 15 nor more than 30 days’ irrevocable notice to the Noteholders (or such other notice period as may be specified in the relevant Final Terms) redeem, or exercise any Issuer’s option (as may be

described in the relevant Final Terms) in relation to, all or, if so provided, some, of the Notes on any Optional Redemption Date or Option Exercise Date, as the case may be. Any such redemption of Notes shall be at their Optional Redemption Amount together with interest accrued to the date fixed for redemption. Any such redemption or exercise must relate to Notes of a nominal amount at least equal to the minimum nominal amount to be redeemed specified in the relevant Final Terms and no greater than the maximum nominal amount to be redeemed specified in the relevant Final Terms.

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 in respect of Materialised Notes, the notice to holders of such Materialised Notes shall also contain the certificate numbers of the Definitive Materialised Notes to be redeemed or in respect of which such option has been exercised, which shall have been drawn in such place and in such manner as may be fair and reasonable in the circumstances, taking account of prevailing market practices, subject to compliance with any applicable laws and stock exchange requirements.

In the case of a partial redemption of or a partial exercise of an Issuer's option in respect of Dematerialised Notes of any Series, the redemption may be effected, at the option of the Issuer, either (i) by reducing the nominal amount of all such Dematerialised Notes in proportion to the aggregate nominal amount redeemed or (ii) by redeeming in full some only of such Dematerialised Notes and, in such latter case, the choice between those Dematerialised Notes that will be fully redeemed and those Dematerialised Notes that will not be redeemed shall be made in accordance with Article R.213-16 of the Code and the provisions of the relevant Final Terms, subject to compliance with any other applicable laws and stock exchange requirements.

So long as the Notes are admitted to trading on a Regulated Market 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 accordance with Articles 221-3 and 221-4 of the General Regulation (*Règlement Général*) of the AMF and on the website of any other competent authority and/or Regulated Market where the Notes are admitted to trading, a notice specifying the aggregate nominal amount of Notes outstanding and, in the case of Materialised Notes a list of any Definitive Materialised Notes drawn for redemption but not surrendered.

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

If Put Option is specified in the relevant Final Terms, the Issuer shall, at the option of the holder of any such Note, upon the holder of such Note giving not less than 15 nor more than 30 days' notice to the Issuer (or such other notice period as may be specified in the relevant Final Terms) redeem such Note on the Optional Redemption Date(s) at its Optional Redemption Amount together with interest accrued to the date fixed for redemption.

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

**(g) Residual Maturity Call Option**

If a Residual Maturity Call Option is specified in the relevant Final Terms, the Issuer may, on giving not less than 15 nor more than 30 days' irrevocable notice in accordance with Condition 14 to the Noteholders redeem the Notes, in whole or in part, at par together with interest accrued to, but excluding, the date fixed for redemption, which shall be no earlier than (i) three months before the Maturity Date in respect of Notes having a maturity of not more than seven years or (ii) six months before the Maturity Date in respect of Notes having a maturity of more than seven years, until the Maturity Date (in each case, the "**Residual Maturity Call Option Date**") as specified in the relevant Final Terms.

For the purpose of the preceding paragraph, the maturity of not more than seven years or the maturity of more than seven years shall be determined as from the Issue Date of the first Tranche of the relevant Series of Notes.

All Notes in respect of which any such notice is given shall be redeemed on the date specified in such notice in accordance with this Condition.

In the case of a partial redemption, the relevant provisions of Condition 6(d) shall apply *mutatis mutandis* to this Condition 6(g).

All Notes in respect of which any such notice is given shall be redeemed on the date specified in such notice in accordance with this Condition.

**(h) Redemption at the Option of Noteholders following a Change of Control**

If Change of Control Put Option is specified in the relevant Final Terms, and if at any time while any such Note remains outstanding there occurs a Change of Control of Schneider Electric SE and within the Change of Control Period a Rating Downgrade occurs as a result of that Change of Control or as a result of a Potential Change of Control (a "**Put Event**"), then the holder of such Note will have the option (the "**Change of Control Put Option**") (unless, prior to the giving of the Put Event Notice (as defined below), the Issuer gives notice of its intention to redeem such Note under Condition 6(c)) to require the Issuer to redeem or, at the Issuer's option, to procure the purchase of that Note on the Optional Redemption Date (all as defined below) at its principal amount together with (or, where purchased, together with an amount equal to) accrued interest to but excluding the Optional Redemption Date.

For the purpose of this Condition 6(h) and for the avoidance of doubt, any reference to Schneider Electric SE shall refer to Schneider Electric SE, as Issuer, and, in the event of substitution of Schneider Electric SE in accordance with Condition 15, to Schneider Electric SE, as Guarantor.

A "**Change of Control**" shall be deemed to have occurred at each time that any person or persons acting in concert come(s) to own or acquire(s) (i) more than 50 per cent. of the issued share capital of Schneider Electric SE or (ii) such number of the shares in the capital of Schneider Electric SE carrying more than 50 per cent. of the voting rights.

"**Change of Control Period**" means:

- (i) pursuant to a Change of Control, the period commencing on the date of the public announcement of the result (*avis de résultat*) by the *Autorité des marchés financiers* (the "**AMF**") of the relevant Change of Control and ending on the date which is 90 days (inclusive) after the date of the public announcement by the AMF of the relevant Change of Control provided that (a) a Rating Downgrade occurs during that period and (b) such Rating Downgrade results from a Change of Control; or
- (ii) pursuant to a Potential Change of Control, the period commencing 180 days prior to the date of the public announcement of the result (*avis de résultat*) by the AMF of the relevant Change of Control and ending on the date of such announcement (inclusive) provided that

(a) a Rating Downgrade occurs during that period and (b) such Rating Downgrade results from a Potential Change of Control.

“**Rating Agency**” means S&P or any other rating agency of equivalent international standing requested from time to time by the Issuer [or, the Guarantor] to grant a rating to the Notes and, in each case, their respective successors or affiliates.

A “**Rating Downgrade**” shall be deemed to have occurred in respect of a Change of Control or in respect of a Potential Change of Control if within the Change of Control Period:

(A) the rating previously assigned to the Notes by any Rating Agency is (x) withdrawn or (y) changed from an investment grade rating (BBB-, or its respective equivalents for the time being, or better) to a non-investment grade rating (BB+, or their respective equivalents for the time being, or worse) or (z) if the rating previously assigned to the Notes by any Rating Agency was below an investment grade rating (as described above), lowered by at least one full rating notch, or

(B) the Notes have no credit rating, and no Rating Agency assigns within the Change of Control Period an investment grade credit rating to the Notes, unless Schneider Electric SE has a credit rating from a Rating Agency, in which case paragraph (A) shall apply to the credit rating assigned to Schneider Electric SE by any Rating Agency; and

provided that (i) a Rating Downgrade otherwise arising by virtue of a particular change in rating shall be deemed not to have occurred in respect of a particular Change of Control or Potential Change of Control, as the case may be, if the Rating Agency making the change in rating does not publicly announce or publicly confirm that the reduction was the result of the Change of Control or the Potential Change of Control, as the case may be, and (ii) any Rating Downgrade has to be confirmed in a letter, or other form of written communication, sent to the Issuer [or, the Guarantor] and publicly disclosed. When a substitution of the Issuer in accordance with Condition 15 has occurred, the written confirmation from the relevant Rating Agency shall be promptly notified to the Substituted Issuer by Schneider Electric SE.

“**Potential Change of Control**” means any public announcement or statement by Schneider Electric SE, any actual or potential bidder relating to any potential Change of Control of Schneider Electric SE.

As soon as the Rating Agency authorises the Issuer [or, the Guarantor] to disclose the Rating Downgrade, the Issuer [or, the Guarantor] becoming aware that a Put Event has occurred shall promptly give notice (a “**Put Event Notice**”) to the Noteholders in accordance with Condition 14 specifying the nature of the Put Event and the circumstances giving rise to it and the procedure for exercising the Change of Control Put Option. When a substitution of the Issuer in accordance with Condition 15 has occurred, the Put Event Notice shall be promptly notified to the Substituted Issuer by Schneider Electric SE.

To exercise the Change of Control Put Option to require redemption or, as the case may be, purchase of a Note following a Put Event, the holder of that Note must in the case of Dematerialised Notes, transfer or cause to be transferred or, in the case of Materialised Notes, deposit or cause to be deposited such Note (together, if applicable, with all unmatured Coupons and unexchanged Talons) with any Paying Agent at its specified office within the period (the “**Put Period**”) of 45 days after the Put Event Notice is given together with a duly signed and completed notice of exercise in the form (for the time being current) obtainable from the specified office of any Paying Agent (as applicable) (a “**Put Option Notice**”) and in which the holder may specify a bank account to which payment is to be made.

The Issuer shall redeem or, at the option of the Issuer, procure the purchase of, the Notes in respect of which the Change of Control Put Option has been validly exercised as provided above, and subject to the transfer of such Notes to the account of the relevant Paying Agent for the account of

the Issuer as described above on the date which is the fifth Business Day following the end of the Put Period (the “**Optional Redemption Date**”). Payment in respect of any Note so transferred will be made in Euro to the holder to the specified Euro-denominated bank account in the Change of Control Put Option Notice on the Optional Redemption Date via the relevant Paying Agent.

**(i) Clean-Up Call Option**

If a Clean-Up Call Option is specified in the relevant Final Terms and if 75 per cent. or any other percentage above as specified in the relevant Final Terms (the “**Clean-Up Percentage**”) of the initial aggregate nominal amount of Notes of the same Series have been redeemed or purchased and, in each case, cancelled, the Issuer may, on giving not less than 15 nor more than 30 days’ irrevocable notice in accordance with Condition 14 to the Noteholders redeem the Notes, in whole but not in part, at the Early Redemption Amount together with interest accrued to, but excluding, the date fixed for redemption, subject to the operation of the Acquisition Event Call Option as described below.

**(j) Redemption on Acquisition Event**

If an Acquisition Event Call Option is specified in the relevant Final Terms and an Acquisition Event (as defined below) occurs, the Issuer may, on giving promptly and in any event not more than 60 days after the occurrence of such Acquisition Event and not more than 30 nor less than 15 calendar days before the date set for redemption, irrevocable notice to the Noteholders in accordance with Condition 14, subject to having also given notice to the Fiscal Agent, redeem in whole or in part or, if so specified in the relevant Final Terms, in whole only, the Notes at the Optional Redemption Amount specified in the relevant Final Terms together, if appropriate, with any interest accrued to the date fixed for redemption. The Issuer may waive its right to call the Notes in accordance with this Condition 6(j) by giving notice (which shall be irrevocable) pursuant to Condition 14.

If an Acquisition Event Call Option is specified in the relevant Final Terms, the Issuer shall not be entitled, during a period of twelve (12) months following the exercise by the Issuer of such Acquisition Event Call Option to exercise a Clean-up Call Option in accordance with Condition 6(i) with respect to such Notes.

An “**Acquisition Event**” shall have occurred if:

- (i) on or prior to the Acquisition Event Limit Date specified in the relevant Final Terms, the Issuer has not completed and closed the acquisition of the Targeted Company (as defined in the relevant Final Terms); or
- (ii) the Issuer has publicly stated that it no longer intends to pursue the acquisition of the Targeted Company (as defined in the relevant Final Terms).

In the case of a partial redemption, the relevant provisions of Condition 6(e) shall apply *mutatis mutandis* to this Condition 6(j).

**(k) Purchases**

The Issuer and any of its Subsidiaries may at any time purchase Notes (provided that, in the case of Materialised Notes, all unmatured Coupons and unexchanged Talons relating thereto are attached thereto or surrendered therewith) in the open market or otherwise at any price. Unless the possibility of holding and reselling is expressly excluded in the Final Terms, all Notes so purchased by the Issuer may be held and resold in accordance with applicable French laws and regulations.

**(l) Cancellation**

All Notes purchased by or on behalf of the Issuer for cancellation or any of its Subsidiaries will forthwith be cancelled, in the case of Dematerialised Notes, by transfer to an account in accordance

with the rules and procedures of Euroclear France and, in the case of Materialised Notes, by surrendering each such Materialised Note together with all unmatured Coupons and all unexchanged Talons to the Fiscal Agent and, in each case, if so transferred or surrendered, shall, together with all Notes redeemed by the Issuer, be cancelled forthwith (together with, in the case of Dematerialised Notes, all rights relating to payment of interest and other amounts relating to such Dematerialised Notes and, in the case of Materialised Notes, all unmatured Coupons and unexchanged Talons attached thereto or surrendered therewith). Any Notes so cancelled or, where applicable, transferred or surrendered for cancellation may not be reissued or resold and the obligations of the Issuer in respect of any such Notes shall be discharged.

**(m) Illegality**

If, by reason of any change in French law or any change in the official application of such law, becoming effective after the Issue Date, it becomes unlawful for the Issuer to perform or comply with one or more of its obligations under the Notes [or for the Guarantor to perform and comply with one or more of its obligations under the Guarantee], the Issuer will, subject to having given not more than 45 nor less than 30 days' notice to the Noteholders (which notice shall be irrevocable), in accordance with Condition 15, redeem all, but not some only, of the Notes at their Early Redemption Amount together with any interest accrued to the date set for redemption.

## **7 Payments and Talons**

**(a) Dematerialised Notes**

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

**(b) Materialised Notes**

Payments of principal and interest in respect of Materialised Notes shall, subject as mentioned below, be made against presentation and surrender of the relevant Materialised Notes (in the case of all other payments of principal and, in the case of interest, as specified in Condition 7(f)(v)) or Coupons (in the case of interest, save as specified in Condition 7(f)(v)), as the case may be, (i) in the case of a currency other than Renminbi, at the specified office of any Paying Agent outside the United States by a cheque payable in the relevant currency drawn on, or, at the option of the holder, by transfer to an account denominated in such currency with, a Bank and (ii) in the case of Renminbi, by transfer to a Renminbi account maintained by or on behalf of the Noteholder with a Bank. “**Bank**” means a bank in the principal financial centre for such currency or, in the case of Euro, in a city in which banks have access to the TARGET System, or in the case of RMB, in Hong Kong.

**(c) Payments in the United States**

Notwithstanding the foregoing, if any Materialised Notes are denominated in U.S. dollars, payments in respect thereof may be made at the specified office of any Paying Agent in New York City in the same manner as aforesaid if (i) the Issuer shall have appointed Paying Agents with specified offices outside the United States with the reasonable expectation that such Paying Agents would be able to make payment of the amounts on the Materialised 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 [or the Guarantor, if payment is being made under the Guarantee].

**(d) 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 8. No commission or expenses shall be charged to the Noteholders or Couponholders in respect of such payments.

**(e) Appointment of Agents**

The Fiscal Agent, the Paying Agents, the Calculation Agent, the Redenomination Agent, the Consolidation Agent and the Registration Agent initially appointed by the Issuer and their respective specified offices are listed below. The Fiscal Agent, the Paying Agents, the Redenomination Agent, the Registration Agent and the Consolidation Agent act solely as agents of the Issuer and the Calculation Agent(s) act(s) as independent expert(s) and, in each case, do not assume any obligation or relationship of agency or trust for or with any Noteholder or holder of a coupon (a “**Couponholder**”). The Issuer reserves the right at any time to vary or terminate the appointment of the Fiscal Agent, any other Paying Agent, the Redenomination Agent, the Registration Agent, the Consolidation Agent and the Calculation Agent(s), and to appoint additional or other Paying Agents, provided that the Issuer shall at all times maintain (i) a Fiscal Agent, (ii) one or more Calculation Agent(s) where the Conditions so require, (iii) a Redenomination Agent and a Consolidation Agent where the Conditions so require, (iv) Paying Agents having specified offices in at least two major European cities, (v) in the case of Dematerialised Notes in fully registered form, a Registration Agent and, (vi) such other agents as may be required by the rules of any other stock exchange on which the Notes may be admitted to trading.

In addition, the Issuer [or the Guarantor, if payment is being made under the Guarantee] shall forthwith appoint a Paying Agent in New York City in respect of any Materialised Notes denominated in U.S. dollars in the circumstances described in paragraph (c) above.

Notice of any such change or any change of any specified office shall promptly be given to the Noteholders in accordance with Condition 14 below.

**(f) Unmatured Coupons and Unexchanged Talons**

- (i) Unless Materialised Notes provide that the relative Coupons are to become void upon the due date for redemption of those Notes, Materialised Notes should be surrendered for payment together with all unexpired Coupons (if any) relating thereto, failing which an amount equal to the face value of each missing unexpired Coupon (or, in the case of payment not being made in full, that proportion of the amount of such missing unexpired Coupon that the sum of principal so paid bears to the total principal due) shall be deducted from the Final Redemption Amount, Early Redemption Amount or Optional Redemption Amount, as the case may be, due for payment. Any amount so deducted shall be paid in the manner mentioned above against surrender of such missing Coupon within a period of 10 years from the Relevant Date for the payment of such principal (whether or not such Coupon has become void pursuant to Condition 9).
- (ii) If Materialised Notes so provide, upon the due date for redemption of any such Materialised Note, unexpired 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 Materialised Note, any unexpired Talon relating to such Note (whether or not attached) shall become void and no Coupon shall be delivered in respect of such Talon.

- (iv) Where any Materialised Note that provides that the relative unmatured Coupons are to become void upon the due date for redemption of those Notes is presented for redemption without all unmatured Coupons, and where any such Note is presented for redemption without any unexchanged Talon relating to it, redemption shall be made only against the provision of such indemnity as the Issuer may require.
- (v) If the due date for redemption of any Materialised Note is not a due date for payment of interest, interest accrued from the preceding due date for payment of interest or the Interest Commencement Date, as the case may be, shall only be payable against presentation (and surrender if appropriate) of the relevant Note representing it, as the case may be. Interest accrued on a Materialised Note that only bears interest after its Maturity Date shall be payable on redemption of such Note against presentation of the relevant Note representing it, as the case may be.

**(g) Talons**

On or after the Interest Payment Date for the final Coupon forming part of a Coupon sheet issued in respect of any Materialised Note, the Talon forming part of such Coupon sheet may be surrendered at the specified office of the Fiscal Agent in exchange for a further Coupon sheet (and if necessary another Talon for a further Coupon sheet) (but excluding any Coupons that may have become void pursuant to Condition 9).

**(h) Non-Business Days**

If any date for payment in respect of any Note 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) (A) (i) in the case of Dematerialised Notes, on which Euroclear France is open for business or (ii) in the case of Materialised Notes, on which banks and foreign exchange markets are open for business in the relevant place of presentation, (B) on which banks and foreign exchange markets are open for business in such jurisdictions as shall be specified as “**Financial Centres**” in the relevant Final Terms and (C) (i) (in the case of a payment in a currency other than Euro and Renminbi) 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, or (iii) (in the case of a payment in Renminbi) on which banks and foreign exchange markets are open for business and settlement of Renminbi payments in Hong Kong.

**(i) Payment of US Dollar Equivalent**

Notwithstanding any other provision in these Conditions, if an Inconvertibility, Non-Transferability or Illiquidity occurs or if RMB is otherwise not available to the Issuer as a result of circumstances beyond its control and such unavailability has been confirmed by a RMB Dealer, following which the Issuer is unable to satisfy payments of principal or interest (in whole or in part) in respect of RMB Notes, the Issuer on giving not less than five nor more than 30-days irrevocable notice to the Noteholders prior to the due date for payment, may settle any such payment (in whole or in part) in US dollars on the due date at the US Dollar Equivalent of any such RMB denominated amount.

In such event, payments of the US Dollar Equivalent of the relevant principal or interest in respect of the Notes shall be made by transfer to the U.S. dollar account of the relevant Account Holders for the benefit of the Noteholders. For the avoidance of doubt, no such payment of the US Dollar Equivalent shall by itself constitute a default in payment within the meaning of Condition 10.

All notifications, opinions, determinations, certificates, calculations, quotations and decisions given, expressed, made or obtained for the purposes of this Condition 7(i) by the RMB Rate

Calculation Agent, will (in the absence of manifest error) be binding on the Issuer, the Agents and all Noteholders.

For the purposes of this Condition 7(i):

“**Governmental Authority**” means any *de facto* or *de jure* government (or any agency or instrumentality thereof), court, tribunal, administrative or other governmental authority or any other entity (private or public) charged with the regulation of the financial markets (including the central bank) of Hong Kong or any other relevant jurisdiction of a Renminbi offshore market.

“**Illiquidity**” means that the general RMB exchange market in Hong Kong or any other relevant jurisdiction of a Renminbi offshore market becomes illiquid, other than as a result of an event of Inconvertibility or Non-Transferability, as determined by the Issuer in good faith and in a commercially reasonable manner following consultation with two RMB Dealers as a result of which event the Issuer cannot, having used its reasonable endeavours, obtain sufficient RMB in order fully to satisfy its obligation to pay interest or principal in respect of the RMB Notes.

“**Inconvertibility**” means the occurrence of any event that makes it impossible for the Issuer to convert any amount due in respect of RMB Notes in the general RMB exchange market in Hong Kong or any other relevant jurisdiction of a Renminbi offshore market, other than where such impossibility is due solely to the failure of the Issuer to comply with any law, rule or regulation enacted by any Governmental Authority (unless such law, rule or regulation is enacted after the Issue Date and it is impossible for the Issuer, due to an event beyond its control, to comply with such law, rule or regulation).

“**Non-Transferability**” means the occurrence of any event that makes it impossible for the Issuer to deliver RMB between accounts inside Hong Kong or any other relevant jurisdiction of a Renminbi offshore market from an account inside Hong Kong or any other relevant jurisdiction of a Renminbi offshore market or to an account outside Hong Kong or any other relevant jurisdiction of a Renminbi offshore market, other than where such impossibility is due solely to the failure of the Issuer to comply with any law, rule or regulation enacted by any Governmental Authority (unless such law, rule or regulation is enacted after the Issue Date and it is impossible for the Issuer, due to an event beyond its control, to comply with such law, rule or regulation).

“**RMB Dealer**” means an independent foreign exchange dealer of international repute active in the RMB exchange market in Hong Kong or any other relevant jurisdiction of a Renminbi offshore market reasonably selected by the Issuer.

“**RMB Note**” means a Note denominated in RMB.

“**RMB Rate Calculation Agent**” means the agent appointed from time to time by the Issuer for the determination of the RMB Spot Rate or identified as such in the relevant Final Terms.

“**RMB Rate Calculation Business Day**” means a day (other than a Saturday or Sunday) on which commercial banks are open for general business (including dealings in foreign exchange) in Hong Kong or any other relevant jurisdiction of a Renminbi offshore market and in New York City.

“**RMB Rate Calculation Date**” means the day which is two RMB Rate Calculation Business Days before the due date for payment of the relevant RMB amount under the Conditions.

“**RMB Spot Rate**” for a RMB Rate Calculation Date means the spot CNY/US dollar exchange rate for the purchase of US dollars with CNY in the over-the-counter CNY exchange market in Hong Kong or any other relevant jurisdiction of a Renminbi offshore market for settlement on the relevant due date for payment, as determined by the RMB Rate Calculation Agent at the Relevant Time as specified in the relevant Final Terms on such RMB Rate Calculation Date, on a deliverable basis by reference to Reuters Screen Page TRADCNY3, or if no such rate is available, on a non-deliverable basis by reference to Reuters Screen Page TRADNDF. If neither such rate is available,

the RMB Rate Calculation Agent will determine the RMB Spot Rate at the Relevant Time as specified in the relevant Final Terms on the RMB Rate Calculation Date as the most recently available CNY/U.S. dollar official fixing rate for settlement on the relevant due date for payment reported by The State Administration of Foreign Exchange of the PRC, which is reported on the Reuters Screen Page CNY=SAEC. Reference to a page on the Reuters Screen means the display page so designated on the Reuter Monitor Money Rates Service (or any successor service) or such other page as may replace that page for the purpose of displaying a comparable currency exchange rate.

“**US Dollar Equivalent**” means the relevant RMB amount converted into US dollars using the RMB Spot Rate for the relevant RMB Rate Calculation Date, as calculated by the RMB Rate Calculation Agent.

## 8 Taxation

### (a) Withholding Tax exemption

All payments of principal, interest and other revenues by or on behalf of the Issuer in respect of the Notes or Coupons [or payments under the Guarantee] 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 the law or regulation of a Relevant Jurisdiction should require that payments of principal, or interest in respect of any Note or Coupon [or payments under the Guarantee] be subject to deduction or withholding in respect of any present or future taxes, duties, assessments or governmental charges of whatever nature imposed, levied, collected, withheld or assessed by or within any Relevant Jurisdiction or any authority therein or thereof having power to tax, the Issuer will [or, as the case may be, the Guarantor in the case of payments under the Guarantee], to the fullest extent then permitted by law, pay such additional amounts as shall result in receipt by the Noteholders or, if applicable, 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 or Coupon [or payments under the Guarantee], as the case may be:

- (i) **Other connection:** to, or to a third party on behalf of, a Noteholder or, if applicable, a Couponholder, as the case may be, who is liable to such taxes, duties, assessments or governmental charges in respect of such Note or Coupon by reason of his having some connection with the Relevant Jurisdiction other than the mere holding of the Note or Coupon; or
- (ii) **Presentation more than 30 days after the Relevant Date:** in the case of Materialised Notes, more than 30 days after the Relevant Date except to the extent that the Noteholder or, if applicable a Couponholder, as the case may be, would have been entitled to such additional amounts on presenting it for payment on the thirtieth such day.

As used in these Conditions, “**Relevant Date**” in respect of any Note or Coupon [or payments under the Guarantee] means the date on which payment in respect of it first becomes due or (if any amount of the money payable is improperly withheld or refused) the date on which payment in full of the amount outstanding is made or (if earlier) the date seven days after that on which notice is duly given to the Noteholders that, upon further presentation of the Note 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, Final Redemption Amounts, Early Redemption Amounts, Optional Redemption Amounts, Amortised Nominal Amounts and all other amounts in the nature of principal payable pursuant to Condition 7 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 5 or any amendment or supplement to it and (iii) “**principal**” and/or “**interest**” shall be deemed to include any additional amounts that may be payable under this Condition.

**(c) Supply of information**

Each Noteholder shall be responsible for supplying to the relevant Paying Agent, in a timely manner, any information as may be required in order to comply with the identification and reporting obligations imposed on it by Article 242 ter of the French *Code général des impôts* and Articles 49 I ter to 49 I sexies of Annexe III to the French *Code général des impôts*.

## **9 Prescription**

Claims against the Issuer for payment in respect of the Notes 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 of them.

## **10 Events of Default**

The Representative (as defined under Condition 11), upon request of any Noteholder, may, upon written notice to the Issuer and the Fiscal Agent given before all defaults shall have been cured, cause the principal amount of all the Notes (but not some only) held by such Noteholder to become immediately due and payable, together with accrued interest thereon, as of the date on which such notice for payment is received by the Fiscal Agent without further formality, if any of the following events (each an “**Event of Default**”) shall occur:

- (i) in the event of default by the Issuer in the payment of principal and interest on any Note [or the Guarantor defaults in any payment when due under the Guarantee], when and as the same shall become due and payable, if such default shall not have been cured within 7 business days from such due date;
- (ii) in the event of default by the Issuer [or the Guarantor] in the due performance of any other provision of the Notes [or the Guarantee], if such default shall not have been cured within 21 business days after receipt by the Fiscal Agent of written notice of such default given by a Noteholder;
- (iii) any other present or future indebtedness of the Issuer [, the Guarantor] or any Principal Subsidiary for borrowed monies in excess of Euro 200,000,000 (or its equivalent in any other currency), whether individually or in the aggregate, becomes, following, where applicable, the expiry of any originally applicable grace period, due and payable prior to its stated maturity as a result of a default thereunder, or any such indebtedness shall not be paid when due or, as the case may be, within any originally applicable grace period therefor or any steps shall be taken to enforce any security in respect of any such indebtedness or any guarantee or indemnity given by the Issuer [, the Guarantor] or any Principal Subsidiary for, or in respect of, any such indebtedness of others shall not be honoured when due and called upon;
- (iv) a judgement is issued for the judicial liquidation (*liquidation judiciaire*) or for a transfer of the whole of the business (*cession totale de l'entreprise*) of the Issuer [, the Guarantor] or any Principal Subsidiary or, to the extent permitted by law, the Issuer [, the Guarantor] or any Principal Subsidiary is subject to any other insolvency or bankruptcy proceedings or the Issuer [, the Guarantor] or any Principal Subsidiary makes any conveyance, assignment or

other arrangement for the benefit of its creditors or enters into a composition with its creditors;

- (v) in the event that the Issuer [or the Guarantor] or any Principal Subsidiary ceases to carry on all or a material part of its or their business or other operations, except for the purposes of and following a merger or reorganisation (*fusion, scission or apport partiel d'actifs*) (i) in the case of the Issuer, on terms approved by a Collective Decision of the Noteholders if French law were to require such merger or reorganisation to be approved by a Collective Decision of the Noteholders or (ii) or in the case of a Principal Subsidiary, whereby the undertaking and assets of the Principal Subsidiary are vested in the Issuer, another of the Principal Subsidiaries or any other Subsidiary which as a result of such merger or reorganisation becomes a Principal Subsidiary;
- (vi) [the Guarantee is not (or is claimed by Schneider Electric SE not to be) in full force and effect; or]
- (vii) [the Issuer ceases to be a Subsidiary of Schneider Electric SE].

For the purpose paragraphs (iii), (iv) and (v) above, the term “**Principal Subsidiary**” shall have the same meaning as under Condition 4 hereinabove

## 11 Representation of Noteholders

In respect of the representation of the Noteholders, the following shall apply:

(a) *Masse*

Noteholders will, in respect of all Tranches in any Series, be grouped automatically for the defence of their common interests in a masse (in each case, the “*Masse*”), which will be subject to the below provisions of this Condition 11.

The *Masse* will be governed by the provisions of the French *Code de commerce*, with the exception of Articles L.228-48, L.228-59, the second sentence of Article L.228-65 II, L.228-71, R.228-63 and R.228-69 of the French *Code de Commerce* and subject to the following provisions:

- (i) **Legal Personality:** The *Masse* will be a separate legal entity and will act in part through a representative (the “**Representative**”) and in part through a general meeting of the Noteholders (the “**General Meeting**”) or by consent following a Consultation in Writing (as defined and further described in Condition 11 b) below) (together, “**Collective Decisions**”).
- (ii) The *Masse* alone, to the exclusion of all individual Noteholders, shall exercise the common rights, actions and benefits which now or in the future may accrue respectively with respect to the Notes.
- (iii) **Representative:** The office of the Representative may be conferred on a person of any nationality. However, the following persons may not be chosen as Representatives:
  - (a) the Issuer, the members of its Board of Directors (*Conseil d'administration*), its general managers (*directeurs généraux*), its statutory auditors, or its employees as well as their ascendants, descendants and spouses; or
  - (b) companies guaranteeing all or part of the obligations of the Issuer, their respective managers (*gérants*), general managers (*directeurs généraux*), members of their Board of Directors (*Conseil d'administration*), Management Board (*Directoire*) or Supervisory Board (*Conseil de surveillance*), their statutory auditors, or employees as well as their ascendants, descendants and spouses; or

- (c) companies holding 10 per cent. or more of the share capital of the Issuer or companies having 10 per cent. or more of their share capital held by the Issuer; or
- (d) persons to whom the practice of banker is forbidden or who have been deprived of the right of directing, administering or managing an enterprise in whatever capacity.

The names and addresses of the initial Representative of the *Masse* and its alternate will be set out in the relevant Final Terms. The Representative appointed in respect of the first Tranche of any Series of Notes will be the Representative of the single *Masse* of all Tranches in such Series.

The Representative will be entitled to such remuneration in connection with its functions or duties as set out in the relevant Final Terms.

In the event of death, retirement, dissolution or revocation of appointment of the Representative, such Representative will be replaced by another Representative. In the event of death, retirement, dissolution or revocation of appointment of the alternate Representative, an alternate will be elected by Collective Decision.

All interested parties will at all times have the right to obtain the names and addresses of the initial Representative and the alternate Representative at the head office of the Issuer and the specified offices of any of the Paying Agents.

- (iv) **Powers of the Representative:** The Representative shall (in the absence of any Collective Decision to the contrary) have the power to take all acts of management necessary in order to defend the common interests of the Noteholders.

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

The Representative may not interfere in the management of the affairs of the Issuer.

- (v) **General Meeting:** A General Meeting may be held at any time, on convocation either by the Issuer or by the Representative. One or more Noteholders, holding together at least one-thirtieth of the principal amount of the Notes outstanding, may address to the Issuer and the Representative a demand for convocation of the General Meeting, together with the proposed agenda for such General Meeting. If such General Meeting has not been convened within two months after such demand, the Noteholders may commission one of their members to petition a competent court in Paris to appoint an agent (*mandataire*) who will call the General Meeting.

Notice of the date, time, place and agenda of any General Meeting will be published as provided under Condition 14 not less than 15 days prior to the date of such General Meeting.

Each Noteholder has the right to participate in a General Meeting in person, by proxy, correspondence, or, videoconference or any other means of telecommunications allowing the identification of the participating Noteholders as provided *mutatis mutandis* by Article R.223-20-1 of the French *Code de commerce*. Each Note carries the right to one vote or, in the case of Notes issued with more than one Specified Denomination, one vote in respect of each multiple of the lowest Specified Denomination comprised in the principal amount of the Specified Denomination of such Note.

- (vi) **Powers of the General Meetings:** The General Meeting is empowered to deliberate on the dismissal and replacement of the Representative and the alternate Representative and also may act with respect to any other matter that relates to the common rights, actions and benefits which now or in the future may accrue with respect to the Notes, including authorising the Representative to act at law as plaintiff or defendant.

The General Meeting may further deliberate on any proposal relating to the modification of the Conditions including any proposal, whether for arbitration or settlement, relating to rights in controversy or which were the subject of judicial decisions, it being specified, however, that the General Meeting may not increase the liabilities (*charges*) to Noteholders, nor establish any unequal treatment between the Noteholders, nor to decide to convert Notes into shares.

General Meetings may deliberate validly on first convocation only if Noteholders present or represented hold at least a fifth of the principal amount of the Notes then outstanding. On second convocation, no quorum shall be required. Decisions at meetings shall be taken by a two-third majority of votes cast by Noteholders attending such General Meetings or represented thereat.

In accordance with Article R.228-71 of the French *Code de commerce*, the rights of each Noteholder to participate in Collective Decisions will be evidenced by the entries in the books of the relevant Account Holder of the name of such Noteholder on the second business day in Paris preceding the date set for the meeting of the relevant Collective Decision at 0:00, Paris time.

Decisions of General Meetings and Consultation in Writing must be published in accordance with the provisions set forth in Condition 14.

- (b) **Consultation in Writing:** Pursuant to Article L.228-46-1 of the French *Code de commerce*, but in respect of any Series of Dematerialised Notes only, the Issuer shall be entitled in lieu of the holding of a General Meeting to seek approval of a resolution from the Noteholders by way of a Consultation in Writing. Subject to the following sentence a Consultation in Writing may be contained in one document or in several documents in like form, each signed by or on behalf of one or more of the Noteholders. Pursuant to Articles L.228-46-1 and R.225-97 of the French *Code de commerce* approval of a Consultation in Writing may also be given by way of electronic communication allowing the identification of Noteholders (“**Electronic Consent**”).

Notice seeking the approval of a Consultation in Writing (including by way of Electronic Consent) will be published as provided under Condition 14 not less than 10 days prior to the date fixed for the passing of such Consultation in Writing (the “**Consultation Date**”). Notices seeking the approval of a Consultation in Writing will contain the conditions of form and time-limits to be complied with by the Noteholders who wish to express their approval or rejection of such proposed Consultation in Writing. Noteholders expressing their approval or rejection before the Consultation in Writing Date will undertake not to dispose of their Notes until after the Consultation Date.

A “**Consultation in Writing**” means a resolution in writing signed or approved by or on behalf of the Noteholders representing not less than 75 per cent. in nominal amount of the Notes outstanding.

- (c) **Information to Noteholders:** Each Noteholder or Representative thereof will have the right, during the 15-day period preceding the holding of each General Meeting on first convocation and 10-day period preceding the holding of each General Meeting on second convocation or the Consultation Date, to consult or make a copy of the text of the resolutions which will be proposed and of the reports prepared in connection with such resolutions, all of which will be available for inspection by the relevant Noteholders at the registered office of the Issuer, at the specified offices of any of the Paying Agents and at any other place specified in the notice of the General Meeting or Consultation in Writing. Any notice to be given to Noteholders in accordance with this Condition 11 shall be given in accordance with Condition 14(e) below.
- (d) **Expenses:** The Issuer will pay all expenses relating to the operation of the *Masse*, including expenses relating to the calling and holding of General Meetings and seeking a Consultation in Writing and, more generally, all administrative expenses resolved upon by the General Meeting or

in writing by the Noteholders, it being expressly stipulated that no expenses may be imputed against interest payable under the Notes.

- (e) **Single Masse:** The holders of Notes of the same Series, and the holders of Notes of any other Series which have been assimilated with the Notes of such first mentioned Series in accordance with Condition 13, shall, for the defence of their respective common interests, be grouped in a single *Masse*. The Representative appointed in respect of the first Tranche of any Series of Notes will be the Representative of the single *Masse* of all such Series.
- (f) **One Noteholder:** If and for so long as the Notes of any Series are held by a single Noteholder and unless a Representative has been appointed in relation to such Series, such Noteholder shall exercise all powers, rights and obligations entrusted to the *Masse* by the provisions of Condition 11. The Issuer shall hold a register of the decisions taken by the sole Noteholder and shall make them available, upon request, to any subsequent holder of any of the Notes of such Series.
- (g) **Benchmark Discontinuation:** By subscribing the Notes and solely in the context of a Benchmark Event which leads to the application of a Benchmark Amendment, each Noteholder shall be deemed to have agreed and approved any Benchmark Amendments or such other necessary changes pursuant to Condition 5(b)(iii)(C).

For the avoidance of doubt, in this Condition 11 “**outstanding**” shall not include those Notes subscribed or purchased by the Issuer that are held by it and not cancelled in accordance with applicable French laws and regulations as referred to in Condition 6(j).

## 12 Replacement of definitive Notes, Coupons and Talons

If, in the case of any Materialised Notes, a Definitive Materialised Note, 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 Fiscal Agent 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 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 Definitive Materialised Note, 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 Definitive Materialised Notes, Coupons or further Coupons) and otherwise as the Issuer may require. Mutilated or defaced Definitive Materialised Notes, Coupons or Talons must be surrendered before replacements will be issued.

## 13 Further Issues and Consolidation

The Issuer may from time to time without the consent of the Noteholders, or Couponholders create and issue further notes to be assimilated (*assimilées*) with the Notes provided such Notes and the further Notes carry rights identical in all respects (or in all respects save for issue date, issue price, the principal amount thereof and the first payment of interest) and that the terms of such Notes provide for such assimilation, 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(d), on giving not less than 30 days’ prior notice to the Noteholders in accordance with Condition 14, 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.

## 14 Notices

- (a) Notices to the holders of Dematerialised Notes in registered form (*au nominatif*) shall be valid if either, (i) they are mailed to them at their respective addresses, in which case they will be deemed to have been given on the fourth weekday (being a day other than a Saturday or a Sunday) after the mailing, or, (ii) at the option of the Issuer, they are published (a) so long as such Notes are admitted to trading on Euronext Paris, in accordance with Articles 221-3 and 221-4 of the General Regulations (*Règlement Général*) of the AMF and, (b) so long as such Notes are admitted to trading on any other Regulated Market or other stock exchange, and, to the extent applicable, laws or regulations or the rules of such Regulated Market or other stock exchange(s) so require, on the website of any other competent authority or Regulated Market where the Notes are admitted to trading, or (c) as otherwise provided in applicable laws, regulations or rules.
- (b) Notices to the holders of Materialised Notes and Dematerialised Notes in bearer form (*au porteur*) shall be valid if, at the option of the Issuer, they are published (i) so long as such Notes are admitted to trading on Euronext Paris, in accordance with Articles 221-3 and 221-4 of the General Regulations (*Règlement Général*) of the AMF and, (ii) so long as such Notes are admitted to trading on any other stock exchange including any other Regulated Market, (a) in a leading daily newspaper of general circulation in the city/ies where the Regulated Market(s), or other stock exchange on which such Notes are admitted to trading is located, if the rules applicable to such Regulated Market or other stock exchange so require, or (b) on the website of any other competent authority or Regulated Market where the Notes are admitted to trading, or (c) or as otherwise provided in applicable laws, regulations or rules.
- (c) If any such publication is not practicable, notice shall be validly given if published in a leading daily English language newspaper with general circulation in Europe. 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 Materialised Notes in accordance with this Condition.
- (d) Notices required to be given to the holders of Dematerialised Notes (whether in registered or in bearer form) pursuant to these Conditions may be given by delivery of the relevant notice to Euroclear France, Euroclear, Clearstream and any other clearing system through which the Notes are for the time being cleared in substitution for the mailing and publication of a notice required by Conditions 14(a), (b) and (c) above; except that notices will be published (a) so long as such Notes are admitted to trading on Euronext Paris, in accordance with Articles 221-3 and 221-4 of the General Regulations (*Règlement Général*) of the AMF and (b) so long as the Notes are admitted to trading on any other Regulated Market(s) and the rules of such Regulated Market(s) so require, notices shall be published on the website of any other competent authority or Regulated Market where the Notes are admitted to trading, or (c) as otherwise provided in applicable laws, regulations or rules.
- (e) Notices relating to the convocation, decisions of General Meeting and Consultation in Writing pursuant to Condition 11, to any decision taken by the Issuer following a General Meeting or a Consultation in Writing or pursuant to Article R.236-11 of the French *Code de commerce* shall be published on the website of the Issuer (<https://www.se.com>) and, (i) in respect of Dematerialised Notes in bearer form (*au porteur*) by delivery of the relevant notice to Euroclear France, Euroclear, Clearstream and any other clearing system through which the Notes are for the time being cleared, (ii) in respect of Dematerialised Notes in registered form (*au nominatif*), by mail to the Noteholders at their respective addresses, in which case they will be deemed to have been given on the fourth weekday (being a day other than a Saturday or a Sunday) after the mailing, and (iii) in respect of

Materialised Notes, in accordance with Condition 14(b) above. Condition 14(c) is also applicable to such notices, if any such publication under Condition 14(b) is not practicable.

## 15 Substitution of the Issuer

By subscribing the Notes, each Noteholder has agreed and approved, that, subject to the provisions of this Condition 15, Schneider Electric SE may be replaced and may be substituted by any of its Subsidiaries as principal debtor in respect of the Notes, without further consent from the Noteholders pursuant to Condition 11, provided that no payment in respect of the Notes is at the relevant time overdue. If Schneider Electric SE determines that any of its Subsidiaries will become the principal debtor (in such capacity, the “**Substituted Issuer**”), Schneider Electric SE shall give no less than 30 nor more than 45 days’ notice to the Noteholders of each Note then outstanding of such event and, immediately on the expiry of such notice, the Substituted Issuer shall become the principal debtor in respect of the Notes in place of Schneider Electric SE and Noteholders shall thereupon cease to have any rights or claims whatsoever against Schneider Electric SE as principal debtor. However, no such substitution shall take effect:

- (i) if the effect of such substitution would, at the time of such substitution, be that payments in respect of any Note would be required to be made subject to any withholding or deduction which would not otherwise arise in the absence of such substitution, without such withholding or deduction being borne by the Substituted Issuer through the gross-up mechanism;
- (ii) until Schneider Electric SE has entered into an unconditional and irrevocable first demand guarantee (*garantie autonome à première demande*), which is substantially in the form of the Form of Guarantee, in respect of the obligations of such Substituted Issuer under the Notes (the “**Guarantee**”);
- (iii) in any case, until the Substituted Issuer shall have provided to the Fiscal Agent and the Paying Agents such documents as may be necessary to make each Note and the Agency Agreement legal, valid, binding and enforceable obligations;
- (iv) if the effect of such substitution would, at the time of such substitution, be that the relevant Notes cease to be listed and admitted to trading on the relevant Regulated Market where they are initially or before the substitution admitted for trading;
- (v) if the relevant Notes are rated at the relevant time, the Substituted Issuer has obtained, prior to the substitution date, a written confirmation from the Rating Agency that the substitution will not result in whole or in part in a withdrawal, downgrading, placement in credit-watch or negative outlook of the Notes;
- (vi) until a document describing the Substituted Issuer, the content of which would substantially contain the minimum requirements to be published when securities are admitted to trading under the Prospectus Regulation; such document shall be published on the website of Schneider Electric SE;
- (vii) until such Substituted Issuer is validly incorporated under the laws of its jurisdiction of incorporation and have obtained all authorisations and approvals necessary for the substitution and the fulfilment of the obligations arising under the Notes;
- (viii) Schneider Electric SE has, prior to the substitution date, delivered to the Representative(s) of the *Masse* of each Series of Notes and to the Fiscal Agent for the benefit of the holders of the relevant Series of Notes and Coupons legal opinion(s) in such form as agreed with the Representative(s) of the *Masse* of each Series of Notes, from an international law firm of good repute in France and, as the case may be, legal opinion(s) from an international law firm of good repute in the jurisdiction of incorporation of the Substituted Issuer, confirming the legality, validity and enforceability of the substitution, the relevant Notes, the Guarantee, the ancillary agreements

required to be entered into in relation to the substitution and the obligations of the Substituted Issuer in relation to the substitution; and

- (ix) if such substitution would have a material adverse impact on the interests of the Noteholders.

In the event of such substitution, any reference in the Conditions (with the exception of Condition 6(h)) to the Issuer shall from then on be deemed to refer to the Substituted Issuer and any reference in the Conditions to the Republic of France shall from then on be deemed to refer to the country of incorporation of the Substituted Issuer.

Schneider Electric SE shall inform the AMF of any such substitution.

For the purposes of this Condition:

“**Subsidiary**” means, in relation to any person or entity at any time, a “*filiale*” as defined in Article L.233-1 of the French *Code de commerce* (modified or re-enacted from time to time) or any other person or entity controlled directly or indirectly by such person or entity within the meaning of Article L.233-3 of the French *Code de commerce*.

## **16 Governing Law and Jurisdiction**

### **(a) Governing Law**

The Notes (and, where applicable, the Coupons and the Talons) and all non-contractual obligations arising out of or in connection with them, are governed by, and shall be construed in accordance with, French law.

### **(b) Jurisdiction**

Any claim against the Issuer in connection with any Notes, Coupons or Talons may be brought before any competent court located in Paris.

## TEMPORARY GLOBAL CERTIFICATES ISSUED IN RESPECT OF MATERIALIZED NOTES

### Temporary Global Certificate

A Temporary Global Certificate, without interest Coupons, will initially be issued in connection with Materialised Notes. Upon the initial deposit of such Temporary Global Certificate with a common depository for Euroclear and Clearstream (the “**Common Depository**”), Euroclear or Clearstream will credit each subscriber with a nominal amount of Notes equal to the nominal amount thereof for which it has subscribed and paid.

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

### Exchange

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

- (i) if the relevant Final Terms indicates that such Temporary Global Certificate is issued in compliance with the C Rules or in a transaction to which TEFRA is not applicable (as to which, see “**Subscription and Sale**”), in whole, but not in part, for Definitive Materialised Notes; and
- (ii) otherwise, in whole but not in part, upon certification as to non-US beneficial ownership in the form set out in the Agency Agreement for Definitive Materialised Notes.

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

### Delivery of Definitive Materialised Notes

On or after its Exchange Date, the holder of the Temporary Global Certificate must surrender such Temporary Global Certificate to or to the order of the Fiscal Agent. In exchange for the Temporary Global Certificate so surrendered, the Issuer will deliver, or procure the delivery of, an equal aggregate nominal amount of duly executed and authenticated Definitive Materialised Notes.

In this Base Prospectus, “Definitive Materialised Notes” means, in relation to any Temporary Global Certificate, the Definitive Materialised Notes for which such Temporary Global Certificate may be exchanged (if appropriate, having attached to them all Coupons that have not already been paid on the Temporary Global Certificate and a Talon). Definitive Materialised Notes will be security printed in accordance with any applicable legal and stock exchange requirements in, or substantially in, the form set out in Schedule 2 Part A to the Agency Agreement.

### Exchange Date

“**Exchange Date**” means, in relation to a Temporary Global Certificate, the day next succeeding the day that is 40 days after its issue date, provided that, in the event any further Materialised Notes are issued prior to such day pursuant to Condition 13, the Exchange Date for such Temporary Global Certificate shall be postponed to the day falling after the expiry of 40 days after the issue of such further Materialised Notes.

## USE OF PROCEEDS

The net proceeds of the issue of the Notes will be used by the Issuer either:

- for its general corporate purposes; or
- as stated in the relevant Final Terms, in the case of issue of green, social or sustainability Notes, to finance or re-finance, in part or in full, new and/or existing (i) eligible green projects, (ii) eligible social projects or (iii) sustainability projects (being a combination of both green and social projects); or
- as stated in the relevant Final Terms, in respect of any particular issue of Notes for which there is a particular identified use of proceeds.

In respect of green, social or sustainability Notes, the Issuer will make available the relevant framework on its website on or before the issue of such Notes. Such framework will further describe the above-mentioned projects. The Issuer will apply processes for project evaluation and selection, management of proceeds and reporting consistent with guidelines set out in the Green Bond Principles, the Social Bond Principles and the Sustainability Bond Guidelines published by the International Capital Markets Association (as they may be further updated).

In that context and in relation to green Notes, and as further described in the relevant Final Terms, the Issuer will allocate the proceeds of the issuance of the Notes, directly or indirectly, to finance or refinance, in whole or in part, eligible green projects as defined in the relevant Final Terms with reference to the relevant framework or sections thereof published on the Issuer's website.

The framework will describe, in addition to the eligibility criteria, the management of proceeds, the reporting and the external reviews (second party opinion and verification) applicable for the relevant Notes.

In relation to social Notes, and as further described in the relevant Final Terms, the Issuer will allocate the proceeds of the issuance of the Notes, directly or indirectly, to finance or refinance, in whole or in part, eligible social projects as defined in the relevant Final Terms with reference to the relevant framework or sections thereof published on the Issuer's website.

The framework will describe, in addition to the eligibility criteria, the management of proceeds, the reporting and the external reviews (second party opinion and verification) applicable for the relevant Notes.

In relation to sustainability Notes, and as further described in the relevant Final Terms, the Issuer will allocate the proceeds of the issuance of the Notes, directly or indirectly, to finance or refinance, in whole or in part, eligible sustainable projects as defined in the relevant Final Terms with reference to the relevant framework or sections thereof published on the Issuer's website.

The framework will describe, in addition to the eligibility criteria, the management of proceeds, the reporting and the external reviews (second party opinion and verification) applicable for the relevant Notes.

For the avoidance of doubt, the relevant Final Terms of green, social or sustainability Notes will provide the relevant details such as references to the applicable framework and methodology note (defining inter alia the selection criteria for eligible assets or loans) under which such Notes are issued. The Final Terms may direct at a relevant section of the website of the Issuer to provide such information.

## **DESCRIPTION OF SCHNEIDER ELECTRIC SE**

The description of the Issuer set out in the 2019 Universal Registration Document has been incorporated by reference into this Base Prospectus (see section "Documents Incorporated by Reference").

## RECENT DEVELOPMENTS

On 20 February 2020, the Issuer published the following press release:

*“Successful execution of strategy drives record 2019 performance:  
Revenue €27.2bn, reported revenue growth +6%, Adj. EBITA, Net income  
and FCF at all time high levels*

[...]

At its meeting of February 19, 2020, the Board of Directors decided to proceed with the cancellation of 15,000,000 treasury shares, representing 2.58% of the share capital as of January 31, 2020, in pursuance with the authorization granted to it at the Annual Shareholders' Meeting of April 25, 2019 in its 24th resolution.”

**On 23 March 2020, the Issuer published the following press release:**

### ***“Schneider Electric: Update on Covid -19***

**Rueil-Malmaison (France), March 23, 2020** - Schneider Electric is closely monitoring and reacting to the unprecedented and rapidly evolving global health and economic crisis due to Covid-19 (*Novel coronavirus*).

**The Group is coordinating its teams globally, regionally and locally to ensure business continuity and is fully focused on the following key elements:**

- Ensuring the health & safety of all its employees worldwide and implementing measures and protocols as per government directives;
- Ensuring that customers’ needs are fulfilled to the best of its abilities and leveraging its global supply chain and service organizations to ensure business continuity and flexibility;
- Continuing to focus on cash generation to further strengthen its strong financial liquidity and balance sheet;
- Implementing strict cost management measures and acceleration of previously announced efficiency plans with further cost actions under review;

**At this stage and given the evolving landscape, it is too early to determine the full impacts on Group results, including possible benefits from government actions. Therefore, the 2020 guidance issued on February 20<sup>th</sup>, 2020 is no longer relevant and therefore suspended. The Group is presently working on analyzing the potential scenarios emanating from this crisis and the resultant actions and impact on Schneider Electric. The Group will share an update as the situation further develops.**

Commenting on the current situation, Jean Pascal Tricoire, Chairman and CEO said: *“The World is today facing an acceleration of the crisis, and very different reactions and measures, changing by the day, in the countries where we operate. While some countries seem to be exiting the full force of the virus, others are only just entering the crisis. Schneider Electric technologies are pervasive and essential in several mission critical applications enabling Hospitals, Data Centers, Water treatment, energy supply, transportation and critical infrastructure. Our country organizations are adapting by the day and deploying plans to make sure all those continue to function and ensure that Life is On. As we jointly navigate through this crisis, our focus is on the health of our customers, employees, partners and stakeholders, and continuity of service for all the communities we serve around the world.”*

**About Schneider Electric:** At Schneider, we believe **access to energy and digital** is a basic human right. We empower all to do more with less, ensuring **Life Is On** everywhere, for everyone, at every moment.

We provide **energy and automation digital** solutions for **efficiency and sustainability**. We combine world-leading energy technologies, real-time automation, software and services into integrated solutions for Homes, Buildings, Data Centers, Infrastructure and Industries.

We are committed to unleash the infinite possibilities of an **open, global, innovative community** that is passionate with our **Meaningful Purpose, Inclusive and Empowered values**.

[...]”

**On 23 April 2020, the Issuer published the following press release:**

***“Q1 2020 Revenue of €5.8 bn, down 6.4% org. largely impacted by Covid-19 in China as expected; The Group’s strong positioning, digital capabilities and agile multi-local model key to managing unprecedented global crisis***

- China was impacted across Q1 2020; Most other regions progressively saw Covid-19 impact starting March
  - Energy Management down 6% org.
  - Industrial Automation down 7% org.
  - China ends quarter with signs of recovery
  - Focus on Digital, Software & Services provides more resilience
- Relevant exposure to critical end-markets including hospitals, data centers, water and wastewater facilities, cold food chains and other infrastructure that are essential to ensure “Life is On” for society
- Reacting efficiently and effectively, with strong cost measures and globally coordinated crisis teams to ensure business continuity
- Strong liquidity & Balance Sheet - 2019 dividend proposal to be voted at AGM today
- The Group remains strategically positioned to emerge strongly from the crisis and remains confident in its across-cycle growth profile and its trajectory towards higher margins
- 2020 financial guidance to be updated as situation evolves

**Rueil-Malmaison (France), April 23, 2020** - Schneider Electric announced today its first quarter revenues for the period ending March 31, 2020.

Jean-Pascal Tricoire, Chairman and CEO, commented: *“Today we are all facing a global health and economic crisis. At this time, we are focused on the health of our employees and stakeholders while also performing our duty to keep essential services and critical infrastructure running across the world. As the situation evolves, we will be able to assess the full economic impact of this crisis and its consequences. At Schneider, we enter this crisis with solid fundamentals. We have a consistent strategy that is delivering resilience, efficiency and sustainability for customers in our four end-markets. We have built an integrated model and deployed an organization along two world-leading and synergetic businesses. Our multi-local set up enables our empowered country organizations to react to the crisis with speed and agility, supported by a tightly coordinated global task-force. We have developed digital services allowing unmanned and remote operations. We have maintained strong liquidity and balance sheet. We leverage our network of suppliers and partners to remain agile and come out strong. We started Q1 on a positive note across the world, with the exception of China that was impacted by the crisis. As we end the quarter, large parts of the world are in some form of lockdown while China starts its recovery path. As we navigate through the multiple lockdowns and put in place the necessary measures to weather the crisis, we also plan for the times ahead remaining very mindful of our mission and larger purpose with a view to prepare the future post crisis.”*

## FIRST QUARTER REVENUES WERE DOWN -6.4% ORGANICALLY

2020 Q1 revenues reached **€5,830 million**, down **-6.4%** organically and down **-7.6%** on a reported basis.

Across the Group in Q1, Products were down **-6.2%** org., largely due to Covid-19 impact in Asia Pacific.

Commercial & Industrial Buildings (CIB) was down while offers for Residential & Small Buildings showed a slightly better performance. Demand from discrete industrial markets dropped across both Industrial Automation and Energy Management.

**Systems** (Projects and Equipment) decreased by **-13.1%** org., reflecting the high base of comparison in Q1 2019 coupled with impact of Covid-19 and commodity market volatility, impacting both businesses.

**Software & Services** grew **+3.4%** org. The Group continued to see traction in its software and service offers across end markets including specific wins linked to Smart Grids, Cybersecurity and Sustainability. The Group's Digitally enabled offers based on analytics to enable remote monitoring, preventive maintenance and asset management for higher efficiency saw increased traction. Field Services grew with an increased focus through the crisis towards electro-intensive customers supporting mission-critical infrastructure. AVEVA contributed to the growth despite its ongoing shift towards subscription and a high base of comparison.

The breakdown of revenue by business and geography was as follows:

€ million		Q1 2020		
		Revenues	Organic Growth	Reported Growth
<b>Energy Management</b>	North America	1,547	1.4%	2.0%
	Western Europe	1,153	-1.5%	-4.2%
	Asia Pacific	1,028	-20.4%	-20.5%
	Rest of the World	655	-4.0%	-9.5%
	<b>Total Energy Management</b>	<b>4,383</b>	<b>-6.1%</b>	<b>-7.5%</b>
<b>Industrial Automation</b>	North America	312	-3.2%	-3.5%
	Western Europe	470	-5.9%	-7.1%
	Asia Pacific	419	-16.4%	-15.5%
	Rest of the World	246	3.1%	1.2%
	<b>Total Industrial Automation</b>	<b>1,447</b>	<b>-7.3%</b>	<b>-7.7%</b>
<b>Group</b>	North America	1,859	0.6%	1.0%
	Western Europe	1,623	-2.8%	-5.1%
	Asia Pacific	1,447	-19.3%	-19.1%
	Rest of the World	901	-2.2%	-6.8%
	<b>Total Group</b>	<b>5,830</b>	<b>-6.4%</b>	<b>-7.6%</b>

## ENERGY MANAGEMENT Q1, 2020 -6.1% ORG. GROWTH

Energy Management sales fell **-6.1%** organic (largely in Asia Pacific led by China). The fall in activity, as a consequence of the Covid-19 crisis, in residential and CIB end-markets varied from country to country with some projects restarting after appropriate Health & Safety measures were put in place, while some governments stipulated that non-essential construction must remain on hold. Hospitals, food chain and life science projects continued while hotels, leisure and shopping malls were directly impacted. Data Center was down on a high base of comparison in the quarter. The Group saw growth in its Distributed Secure Power offers that support power back up, including for "working from home" networks. Sales to Industrial end markets were down in the quarter. Services performed well in specific segments such as Consumer Packaged Goods (CPG) and Transportation. The Group's EcoStruxure offers, especially for applications enabling remote monitoring, virtual

testing and commissioning, preventive maintenance and servicing in mission critical and essential sites, gained traction. The product offerings from Asco Power for automated transfer switching coupled with specific MV/LV and secure power offers including software, remain essential to ensure continuity of operations in critical infrastructure.

#### **Trends for Energy Management by geography:**

**North America** (35% of Q1 revenues) reported sales rise of +1.4% organically with some evidence of distributor stocking in the U.S. (on account of anticipated disruption from Covid-19), despite weakening markets in both Residential and CIB towards the end of the quarter. Data center activity remained dynamic though impacted by a high base of comparison. Canada reported a varied performance amongst technologies while Mexico experienced a rebound on the back of a weak comparable in 2019. Energy Management services performed well in the quarter.

**Western Europe** (26% of Q1 revenues) reported a -1.5% sales decline organically. Without Covid-19 that began to impact parts of the region progressively in March, the region was positively oriented. The Group continued to see good growth in its offers for Residential and Small buildings. Several countries including Sweden, Belgium and Switzerland grew in Q1. France registered a slightly negative performance after a good start to the quarter. Germany posted strong growth driven by specific projects. Spain and Italy were impacted in the quarter given significant rise in contagion levels and consequent containment measures though the group's supply for critical infrastructure was maintained. The U.K. was down; wind power and transport end-market activity remained good and residential markets showed some resilience.

**Asia-Pacific** (23% of Q1 revenues) posted a -20.4% decline in sales organically. China reported the largest fall due to Covid-19 as expected and began recovering towards the end of the quarter as different cities and provinces resumed activity. Several other countries in the region also suffered complete or partial lockdowns as the quarter progressed impacting Australia, India, Indonesia, Malaysia, Philippines, Japan, Korea and Singapore.

**Rest of the World** (16% of Q1 revenues) showed a decline of -4.0% organically. Africa and Middle East registered a strong decline due to the economic situation and consequential impact on construction markets, while Turkey saw good demand in Residential. There continued to be lower demand in Utilities in the Gulf while South America delivered strong growth, benefiting from project execution particularly where the Group's Energy Management technologies are bundled and sold together notably in Brazil, Chile and Peru. Central Europe and CIS were down in the quarter due to the onset of Covid-19. Data Center end-market saw strong demand in the region.

#### **INDUSTRIAL AUTOMATION Q1, 2020 DOWN c. -7.3% ORG.**

Industrial Automation sales fell -7.3% organic. The results reflected the evolution of the economic cycle coupled with the impact of the Covid-19 crisis. Discrete as well as Process & Hybrid markets were down with Process & Hybrid faring relatively better given its mid-late cycle nature. Certain segments proved more resilient including, Transportation, CPG, Utilities and Water & Wastewater (WWW). Software and Digital services proved resilient and continued to grow.

#### **Trends for Industrial Automation by geography:**

**North America** (22% of Q1 revenues) sales contracted -3.2% organically. The U.S. was down as Process was impacted by weak Oil & Gas and Metal, Mining & Minerals (MMM) markets while some segments such as WWW, Transport & Lifesciences grew. Mexico fell slightly while Canada grew.

**Western Europe** (32% of Q1 revenues) sales fell -5.9% organically with Process and discrete markets both down. In a difficult industrial environment, most of the countries are showing a decline. France recorded poor performance in OEM markets in the continuation of H2 2019 driven by a general slowdown of discrete activities. Italy, the U.K. and Spain were also weak in Industrial markets due to slowdown in Manufacturing sectors.

**Asia-Pacific** (29% of Q1 revenues) sales fell -16.4% organically. China saw the largest decline within the region across both discrete and Process & Hybrid. Other countries in the region were also impacted due to the current economic situation.

**Rest of the World** (17% of Q1 revenues) sales rose +3.1% organically. South America, CIS and the Middle East reported growth with only Africa showing a decline. South American growth was helped by demand for equipment in Brazil. CIS saw good demand across OEM markets in Russia. The Middle East saw strong growth on account of projects in some Gulf countries and the OEM market in Turkey. Central Europe was flat.

## **CONSOLIDATION AND FOREIGN EXCHANGE IMPACTS IN Q1**

Net acquisitions had an impact of **-€120 million** or **-1.9%** in Q1 sales. This includes mainly the disposal of Pelco, Converse Energy Projects, the U.S. Panels business and the deconsolidation of Electroschild Samara (SESH).

The impact of foreign exchange fluctuations was positive at **+€44 million** or **+0.7%** in Q1 sales primarily due to the strengthening of the U.S. Dollar against the Euro.

Based on current rates, the FX impact on FY 2020 revenues is estimated to be neutral to slightly negative. The FX impact at current rates on FY 2020 Adjusted EBITA margin could be between -30 bps to -40 bps.

## **SCHNEIDER SUSTAINABILITY IMPACT**

The Schneider Sustainability Impact 2018-2020 is the Group's transformation plan and steering tool measuring progress towards its ambitious sustainability commitments. Details can be found on our [sustainability page](#)

In Q1, the Schneider Sustainability Impact recorded a score of 7.15 out of 10 as the Group continues to execute its three-year sustainability plan.

## **COVID-19 - SCHNEIDER'S SPECIFIC ACTIONS AND PRIORITIES**

### **I. GROUP PRIORITIES THROUGH THE CRISIS**

The Group is coordinating its teams globally, regionally and locally to ensure business continuity and is fully focused on the following key elements:

- **Health:** Ensuring the health & safety of all its employees worldwide and implementing measures and protocols as per government directives;
- **Business continuity:** Ensuring that customers' needs are fulfilled to the best of its abilities and leveraging its global supply chain and service organizations to ensure business continuity and flexibility;
- **Cash & cost:** Continuing to focus on cash generation to further strengthen its strong financial liquidity and balance sheet; Implementing strict cost management measures and acceleration of previously announced efficiency plans with further cost actions under review;
- **Rebound with customers:** Keeping close contact with customers and exchanging information with a priority on reliable digital interface. Supporting customers on critical process, production and infrastructure.
- **Take care of communities with the *Tomorrow Rising Fund*.**

The Group has taken actions and set up its cross functional crisis teams in ways to concentrate each of its businesses and management to focus on their core activity, with tight coordination between teams and a rapid interval management to adapt to the situation and have a controlled and purposeful communication globally.

## **II. SUPPORTING MISSION CRITICAL INFRASTRUCTURE AND SERVICES TO ENSURE THAT “LIFE IS ON”**

Schneider Electric believes that access to energy and digital is a basic human right across the world. We empower all to make the most of their energy and resources ensuring “Life is On” everywhere, for everyone at every moment.

The Group’s products and solutions are in critical infrastructure like hospitals, healthcare facilities, water and wastewater facilities, data centers, factories – and facilities that support life at home, central warehouses for supermarket chains and distribution centers for medicine, in order to ensure the supply of food and essential medicine, all of which help sustain life in the current environment.

The Group has been qualified by governments around the world as a mission critical supplier of products and services. The Group’s Digital offers for remote maintenance and operations of critical sites coupled with the Group’s Field Service technicians on the ground are essential in this effort.

## **III. LAUNCH OF TOMORROW RISING FUND**

The Schneider Electric Foundation has created a fund dedicated to Covid-19 support. This “Tomorrow Rising Fund” will support emergency and longer-term reconstruction actions related to Covid-19 in all the territories in which Schneider Electric operates. The launch of this fund and Schneider’s commitment towards Sustainability through this crisis was shared through a [Press Release of 8<sup>th</sup> of April, 2020](#).

The Chairman & CEO as well as the Executive Committee will contribute portions of their compensation. All donations by employees will be matched by the company. The Schneider Electric Foundation is also inviting its other external stakeholders to donate to this fund. Details on how to contribute to this Fund can be found by [following this link](#).

## **IV. LEVERAGING DIGITAL CAPABILITIES FOR CUSTOMERS AND INTERNALLY**

The Group has built its digital capabilities over several years focused on its connected offers complemented with its suite of software and digital services. The Group has also been focused on enhancing the digital customer experience as a key element of its digital transformation while establishing communities and partnerships.

In Q1 2020, the Group has witnessed an increased level of interest by customers for Digital services linked to remote monitoring, asset performance and predictive maintenance. Assets under Management grew >40% year-on-year in Q1. The Group also provided multiple digital interactions and trainings to customers across the world.

The Group has been able to seamlessly transition around 80% of its customer care center teams to remote working without impact on service levels. At present, around 90,000 of the Group’s connected staff are working from home concurrently without digital disruption.

## **V. GLOBAL SUPPLY CHAIN**

The Group’s Global Supply Chain has been managing the crisis with agility. The Globally coordinated and regionally managed supply chain organization enables quick decision making and flexibility.

The Supply Chain organization has instituted a global crisis management team that is tracking developments in real time. While the first initiatives included ensuring the health & safety of its employees, the group also adapted some facilities to assist in the production of essential medical equipment including ventilators and 3D design/printing of masks/face protection.

At the same time, the Group ensured that products & services for critical industries remained available. The supply chain organization is monitoring factory and distribution center manpower availability with China presently at full manpower capacity and other regions at differing levels of manpower capacity primarily compatible with demand.

## **VI. FOCUS ON STRICT COST CONTROL MEASURES**

The Group had already announced a medium-term cost efficiency plan in its Capital Markets Day in 2019. This cost efficiency plan is being accelerated. Further, the Group is implementing specific tactical savings across the organization and leveraging its multi-local model. The Group is preparing for multiple scenarios all with a view to ensure actions taken will enable it to emerge strong from this crisis. The Group is focused on acting swiftly and with agility, as was demonstrated during the 2009 financial crisis. The Group will share more details as the situation evolves.

## **VII. LIQUIDITY AND BALANCE SHEET POSITION**

As of December 31, 2019, Schneider Electric's net debt amounted to **€3,792 million**. The Group's net debt to Adj. EBITDA ratio declined to **0.73x** compared to 1.08x in 2018.

Schneider Electric had total liquidity of **€6.3 billion**, including cash & cash equivalents of **€3.6 billion** as of year-end 2019, in addition to available committed credit lines of **€2.7 billion**. End of 2019, current and non-current financial liabilities amounted to **€7.4 billion**.

In March 2020, the Group issued a Bond of **€800 million** and in April 2020, a Bond of **€500 million**. Presently, Schneider Electric has total liquidity of around **€9 billion**, including cash & cash equivalents and available committed credit lines.

The Group has sufficient liquidity for its operations and debt repayments whilst also paying the dividend and funding the acquisitions that have already been announced.

In these challenging times, the Group remains very focused on Working Capital management and cash.

## **VIII. CAPITAL ALLOCATION PRIORITIES REMAIN UNCHANGED**

The Group's capital allocation policy remains unchanged through this crisis.

### **SHARE BUYBACK**

On February 14, 2019, the Group initiated a new €1.5 billion to €2.0 billion share buyback program over the period 2019-2021. Given the current context, Schneider Electric has suspended the buyback of its shares aligned with the withdrawal of its 2020 guidance pursuant to its March 23<sup>rd</sup>, 2020 communication. To date, €316 million of buyback has been completed on this program.

### **M&A UPDATE**

#### **Acquisitions**

**RIB Software:** Further to the announcement on 13 February 2020, when the group announced an offer for RIB Software, the offer process is ongoing and the deal could be expected to close in Q2, 2020. The updated details relating to the transaction are available at <https://www.se-offer.com/>

**Larsen & Toubro E&A:** The complete nationwide lockdown in India has delayed the final completion of the group's purchase of L&T's electrical and automation business.

**ProLeiT:** In keeping with its strategy to enhance digital content within its offers, Schneider Electric announces the signing of an agreement for the acquisition of ProLeiT. This bolt-on acquisition enhances the Group's offering in the Consumer Packaged Goods segment with a specific focus on Food & Beverage, Chemical and Lifesciences. ProLeiT is headquartered in Germany and recorded revenues of around Euro 50m in 2019. The ProLeiT offer of Industrial Automation Process Control

will be integrated into the Group's EcoStruxure Plant offering (within its Industrial Automation business) and will seamlessly communicate with AVEVA software to add value for customers. The transaction is expected to close in the coming months.

### **Disposals**

The Group remains committed to its portfolio optimization program for disposals/deconsolidation of revenues of €1.5bn to €2bn. There is no significant disposal to report in Q1, 2020 further to the revenues of €600 million disposed in 2019.

### **LOOKING AHEAD**

As a consequence of the global Covid-19 crisis, the Group has suspended its guidance for 2020 on March 23, 2020. The Group will share updated 2020 guidance as the situation evolves.

Given the fact that a large part of the world is under some form of partial or complete lockdown at the moment, the Group expects Q2 2020 and therefore H1 2020 to be significantly impacted.

The Group will not speculate on (i) the shape and timing of the recovery in H2, 2020 or beyond at this stage or (ii) the potential positive impact of government stimulus packages as announced by the U.S., China and other countries. However, the Group continues to prepare for multiple scenarios with a view to emerge strong from the crisis.

Post-crisis, Schneider Electric is expected to be able to capture an acceleration in megatrends driven by government initiatives (all electric, all digital, renewables), a step up in investment in some of its core end- markets (Data Center, Infrastructure, Smart Buildings, Software / Industry IIOT). The Groups' ability to help customers in their sustainability journey will be even more relevant post-crisis.

The Group is well positioned to capitalize on all these trends and is confident that as the world emerges from this crisis, Schneider Electric's strategic choices and positioning coupled with its past transformations would prove a relative advantage. Based on the above, the Group remains confident in its across-cycle growth profile and its journey towards c.17% Adjusted EBITA margin.

Further notes on 2020 available in appendix

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*The 2020 Q1 revenues presentation is available at <https://www.se.com>*

*The Annual General Meeting will take place on April 23, 2020.*

*The 2020 Half-Year Results will be presented on July 23, 2020.*

**Disclaimer:** All forward-looking statements are Schneider Electric management's present expectations of future events and are subject to a number of factors and uncertainties that could cause actual results to differ materially from those described in the forward-looking statements. For a detailed description of these factors and uncertainties, please refer to the section "Risk Factors" in our Annual Registration Document (which is available on <https://www.schneider-electric.com>). Schneider Electric undertakes no obligation to publicly update or revise any of these forward-looking statements.

**About Schneider Electric** At Schneider, we believe access to energy and digital is a basic human right. We empower all to make the most of their energy and resources, ensuring Life Is On everywhere, for everyone, at every moment.

We provide energy and automation digital solutions for efficiency and sustainability. We combine world-leading energy technologies, real-time automation, software and services into integrated solutions for Homes, Buildings, Data Centers, Infrastructure and Industries.

We are committed to unleash the infinite possibilities of an open, global, innovative community that is passionate about our Meaningful Purpose, Inclusive and Empowered values.

[...]

Appendix – Q1 Revenues breakdown by business

€ million	Q1 2020				
	Revenues	Organic growth	Changes in scope of consolidation	Currency effect	Reported growth
Energy Management	4,383	-6.1%	-2.3%	0.9%	-7.5%
Industrial Automation	1,447	-7.3%	-0.8%	0.4%	-7.7%
<b>Group</b>	<b>5,830</b>	<b>-6.4%</b>	<b>-1.9%</b>	<b>0.7%</b>	<b>-7.6%</b>

Appendix – Consolidation

In number of months	Acquisition/ Disposal	2019				2020			
		Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4
<b>Pelco</b> Energy Management Business €169 million revenues in FY2018 (ending December 2018)	Disposal	3m	1m						
<b>U.S. Panel offer</b> Industrial Automation Business €80 million of annualized revenues	Disposal	3m							
<b>Converse Energy Projects</b> Energy Management Business ~ €140 million revenues in FY 2019 (ending December 2019)	Disposal	3m	3m	3m	3m				
<b>Electroshield Samara</b> Energy Management Business ~ €145 million revenues in FY 2019 (ending December 2019)	Disposal	3m	3m	3m	3m				

”

## FORM OF GUARANTEE

*The following is the form of Guarantee that Schneider Electric SE is expected to issue in connection with the substitution of Issuer provided under Condition 15 of the Terms and Conditions of the Notes:*

The undersigned Schneider Electric SE, a French limited liability European company (a *société européenne*) with a share capital of Euro [●] whose head-office is located at [35, rue Joseph Monier, 92500 Rueil Malmaison, France], represented by [●], duly authorised to deliver this first demand and independent guarantee (*garantie autonome à première demande*) (the “**Guarantee**”) by [●] hereinafter referred to as the “**Guarantor**” or “**Schneider Electric SE**”, [and]

[[*Name of the Representative of the Masse*], acting as representative acting in its name and in the name and on behalf of the *Masse* for the benefit of the Noteholders (as defined below) in accordance with the provisions of Article L.228-47 *et seq.* of the French Code de commerce (the “**Representative**”).]

Schneider Electrics SE [and the Representative] hereby refer[s] to:

- (a) the following [*brief description of the relevant Series of Notes*] (ISIN: [FR●]) (the “**Notes**”), which have been issued by Schneider Electric SE on [●] under its Euro Medium Term Notes Programme in the aggregate nominal amount of notes outstanding not exceeding at any time €[[●]/10,000,000,000] (or the equivalent in any other currencies) (the “**Programme**”);
- (b) the terms and conditions (the “**Terms and Conditions**”) of the Notes and in particular Condition 15 of such Terms and Conditions;
- (c) the amended and restated agency agreement dated 28 April 2020 entered into between Schneider Electric SE as Issuer and [BNP Paribas Securities Services] as fiscal agent and the other agents named in it, as amended from time to time (the “**Agency Agreement**”);
- (d) the amended and restated dealer agreement dated 28 April 2020 entered into between Schneider Electric SE as Issuer and the Permanent Dealers and the Arranger, as amended from time to time (the “**Dealer Agreement**” and together with the Agency Agreement, the “**Agreements**”);
- (e) the transfer by Schneider Electric SE to [●], a company incorporated under the laws of [●], which as of the transfer date is a subsidiary of Schneider Electric SE and whose head-office is located at [●] (the “**Substituted Issuer**”) of all (but not some only) of the rights, obligations and liabilities of Schneider Electric SE under the Notes (including any further notes issued in accordance with Condition 13) and Coupons, as of [*date of transfer*] in accordance with Condition 15 of the Terms and Conditions.

The Guarantor hereby declares being fully aware of all the Terms and Conditions of the Notes, the Agreements and the Programme.

### **Terms of the Guarantee**

The Guarantor hereby irrevocably and unconditionally undertakes [ in favour of the Representative (acting for the benefit of the Noteholders),] to pay to the holders of the Notes (the “**Noteholders**”), upon first demand, any sums which [any Noteholder/ the Representative] may claim from time to time under this Guarantee, subject to the terms and conditions set forth therein.

Any claim under the Guarantee shall be made by issuance of a written demand by the [Noteholders/ Representative] upon the Guarantor substantially in the form attached as Appendix 1 (*Form of Demand Certificate*) to this Guarantee (a “**Demand Certificate**”).

Several Demand Certificates may be issued under this Guarantee provided that the maximum aggregate amount which may be claimed under this Guarantee is Euro [●] (or the equivalent therefore in any other currency) (such amount could be increased in the case of issue of further notes in accordance with Condition 13 of the Terms and Conditions of the Notes and the Guarantor [and the Representative shall sign an amendment to such Guarantee in this respect). This Guarantee is granted in accordance with Article

2321 of the French *Code civil*, is independent (*autonome*) and constitutes an autonomous obligation of the Guarantor towards the Noteholders. Accordingly, the Guarantor may not invoke any defence that the Substituted Issuer could assert against the Noteholders [or the Representative], nor rely on any exceptions arising out of the relationship between the Noteholders [or the Representative] and the Substituted Issuer, in each case for the purpose of deferring or releasing itself from the performance of its obligations under the Guarantee.

The Guarantor shall pay to the Noteholders the amounts claimed in the Demand Certificate within five (5) business days in [Paris] (a “**Business Day**”). Any payment which is due to be made on that day that is not a Business Day shall be made on the next Business Day. If the Guarantor fails to pay any amount under this Guarantee on such due date, interest shall accrue on such amount from the date up to, and including, the date of actual payment (both before and after judgment) at a rate which is the sum of a margin of [1/2] per cent. and a rate equal to [ESTER/*other*]

The Guarantee shall remain valid even in the case where the Guarantor would no longer hold the original level of its participation in the share capital and/or the voting rights of the Substituted Issuer. In addition, it is hereby expressly agreed that any modification in the legal situation of the Guarantor, whatsoever, shall not release the Guarantor from its obligations under the present Guarantee, especially in case of merger, the absorbing entity or the new entity shall endorse the present undertakings with regard to the merger agreement and in case of split, the beneficiaries of the contributions resulting of such split shall endorse jointly and severally the Guarantor’s undertakings.

For so long as any amount remains payable in respect of the Notes, the Guarantor will not exercise any right of subrogation against the Substituted Issuer pursuant to this Guarantee or take any other action that would result in asserting claims of the Guarantor at the same time as claims of the Noteholders, except in case of insolvency proceedings of the Substituted Issuer where the Guarantor may file a proof of claims within the Substituted Issuer’s insolvency proceedings for any indebtedness owed to it pursuant to this Guarantee provided that it shall procure that any remaining payment be made to the Noteholders to the extent necessary to repay in full any amount remaining due by the Substituted Issuer to the Noteholders under the Notes.

If French law should require that any payments under the Guarantee be subject to deduction or withholding in respect of any taxes or duties whatsoever, the Guarantor 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 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 payment under the Guarantee .

### **Ranking of the Guarantee**

The obligations of the Guarantor under the Guarantee constitute direct, unconditional, unsubordinated and (subject to the undertaking of the Guarantor below (*Negative Pledge*)) unsecured obligations of the Guarantor and shall rank at all times *pari passu* and without any preference among themselves and (subject to such exceptions as are from time to time mandatory under French law), equally and rateably with all other present or future unsecured and unsubordinated obligations of the Guarantor.

### **Negative Pledge**

The Guarantor will not, and will ensure, for the duration of the Guarantee, that none of the Principal Subsidiaries (as defined below) will, create or permit to subsist any mortgage, lien, charge, pledge or other form of security interest (*sûreté réelle*) (“**Security**”) upon any of their respective assets or revenues, present or future, to secure (i) any Relevant Debt (as defined below) or (ii) any guarantee or indemnity in respect of any Relevant Debt, except the Guarantee, unless, at the same time or prior thereto, the Guarantor’s obligations under the Guarantee are equally and rateably secured therewith.

Where:

**“Principal Subsidiaries”** means at any relevant time a Subsidiary of the Guarantor:

- (a) whose net operating income is at least 10 per cent. of the consolidated net operating income of the Guarantor and its consolidated subsidiaries (the **“Consolidated Group”**) or whose total assets amount to at least 10 per cent. of the total consolidated assets of the Consolidated Group, in each case calculated by reference to the latest audited consolidated accounts of the Guarantor;
- (b) to which is transferred all or substantially all the assets and undertakings of a Subsidiary which immediately prior to such transfer is a Principal Subsidiary.

**“Relevant Debt”** means any present or future indebtedness for borrowed money in the form of, or represented by, bonds (*obligations*) issued by the Guarantor which are for the time being, or are capable of being, quoted, admitted to trading or ordinarily dealt in on any stock exchange, over-the-counter market or other securities market.

**“Subsidiary”** means in relation to any person or entity at any time, any other person or entity (whether or not now existing) as defined in Article L.233-1 of the French *Code de commerce* or any other person or entity controlling directly or indirectly such person or entity within the meaning of Article L.233-3 of the French *Code de commerce*.

### **Representation of the Guarantor**

The Guarantor hereby represents and warrants to the Noteholders that:

- (i) it is incorporated and validly existing under the laws of [France] and has the power to execute the present Guarantee and to perform the obligations expressed in it;
- (ii) all corporate actions to authorise the execution and the performance of the obligations of the present Guarantee have been duly taken;
- (iii) the execution of this undertaking and the exercise of its obligations under the present Guarantee will not conflict with (i) any constitutive document or any rule of the Guarantor; (ii) any material agreement or undertaking to which the Guarantor is a party; and (iii) any applicable law, regulation or judicial order;
- (iv) the obligations expressed to be assumed by the Guarantor under the present Guarantee are legal, valid, binding and enforceable obligations in accordance with the terms hereof; and
- (v) no authorisation, notification or specific procedure whatsoever is required from any public authority whatsoever for the execution of this Guarantee or the performance of Guarantor’s obligations hereunder, or the exercise by the Noteholders or the Representative of their rights hereunder.

### **Duration**

This Guarantee shall enter into force from the date of its signature and shall remain fully valid until there are no more outstanding Notes.

### **Survival of the Guarantee**

By derogation to paragraph 4 of Article 2321 of the French *Code civil*, this Guarantee shall inure to the benefit of the Noteholders and to any person to whom it assigns or transfers any of its rights and/or obligations under the Notes without any notice or carrying any formality.

The Guarantor hereby consents to any such assignment or transfer and agrees that it shall be bound hereunder vis-à-vis such assignee or transferee.

All terms not otherwise defined in the present Guarantee shall have the meaning assigned to them in the Terms and Conditions of the Notes.

**Governing law and jurisdiction**

This Guarantee shall be governed by French law. Any dispute arising out of or in connection with, without limitation, its validity, interpretation, or Performance, shall be subject to the exclusive jurisdiction of any competent court located in Paris.

Executed in [●], on [●].

For the Guarantor, [●].

[For the Representative, [●].]

**APPENDIX 1  
FORM OF DEMAND CERTIFICATE**

To: Schneider Electric SE  
35, rue Joseph Monier  
92500 Rueil-Malmaison  
France (the “**Guarantor**”)

Cc: Fiscal Agent

[Cc: Representative of the *Masse*]

[Date]

Ladies and Gentlemen,

1. We refer to the first demand and independent guarantee (*garantie autonome à première demande*) granted by you, as Guarantor, on [*date of the Guarantee*], to the benefit of the Noteholders (the “**Guarantee**”).
2. All terms and expressions defined in the Guarantee shall have the same meaning herein.
3. Pursuant to terms of the Guarantee, we hereby request that you forthwith pay to the Noteholders: [*insert currency and amount*].
4. We hereby certify that:
  - (i) an amount at least equal to the amount claimed in this Demand Certificate is due and payable under the Terms and Conditions of the Notes; and
  - (ii) such amount has not been paid by the Substituted Issuer on its due date and on the date of this Demand Certificate.
5. Pursuant to the terms of the Guarantee, the above amount must be paid by you within [five (5)] Business days into account [*insert account details*] at [*insert bank details at which account is held*] [*insert any other details relevant for payment*].

Yours faithfully,

[            ]

By: [●]

Title: [●]

## **SUBSCRIPTION AND SALE OVERVIEW OF DEALER AGREEMENT**

Subject to the terms and on the conditions contained in an Amended and Restated Dealer Agreement dated 28 April 2020 (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 agents 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 such Dealer.

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 Securities Act or with any securities commission or any regulatory authority of any state or other jurisdiction of the United States and may not be offered or sold within the United States or to, or for the account or benefit of, U.S. persons except in transactions exempt from the registration requirements of the Securities Act. Terms used in this paragraph have the meanings ascribed to them by Regulation S under the Securities Act (“**Regulation S**”).

Materialised 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 U.S. person, except in certain transactions permitted by U.S. tax regulations. Terms used in this paragraph have the meanings given to them by the U.S. Internal Revenue Code of 1986, as amended, and the regulations thereunder.

Each Dealer has agreed and that, except as permitted by the Dealer Agreement, it will not offer, sell or, in the case of Materialised Notes in bearer form, 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 (as defined in Regulation S) 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 meanings 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 of Notes, an offer or sale of Notes within the United States by any dealer (whether or not participating in the offering) may violate the registration requirements of the Securities Act and the laws of certain states and jurisdictions of the United States if such offer or sale is made otherwise than in accordance with an exemption from such registration requirements.

### Prohibition of Sales to EEA and United Kingdom Retail Investors

If the Final Terms in respect to any Notes specify the “Prohibition of Sales to EEA and UK Retail Investors” as “Applicable”, each Dealer has represented and agreed, and each further Dealer appointed under the Programme will be required to represent and agree, that it has not offered, sold or otherwise made available and will not offer, sell or otherwise make available any Notes which are the subject of the offering contemplated by this Base Prospectus as completed by the Final Terms in relation thereto to any retail investor in the EEA or in the United Kingdom.

If the Final Terms in respect of any Notes specify the “Prohibition of Sales to EEA and UK Retail Investors” as “Not Applicable”, in relation to each Member State of the European Economic Area and the United Kingdom (each, a “**Relevant State**”), each Dealer has represented and agreed, and each further Dealer appointed under the Programme will be required to represent and agree, that it has not made and will not make an offer of Notes which are the subject of the offering contemplated by the Base Prospectus as completed by the Final Terms in relation thereto to the public in that Relevant State except that it may make an offer of such Notes to the public in that Relevant State at any time in circumstances falling within Article 1(4) of the Prospectus Regulation.

For the purposes of these provisions:

- (i) the expression “**retail investor**” means a person who is one (or more) of the following:
  - (a) a retail client as defined in point (11) of Article 4(1) of Directive 2014/65/EU, as amended (“**MiFID II**”); or
  - (b) a customer within the meaning of Directive (EU) 2016/97 (the “**Insurance Distribution Directive**”), where that customer would not qualify as a professional client as defined in point (10) of Article 4(1) of MiFID II; or
  - (c) not a qualified investor as defined in the Prospectus Regulation.
- (ii) the expression an “**offer**” includes the communication in any form and by any means of sufficient information on the terms of the offer and the Notes to be offered so as to enable an investor to decide to purchase or subscribe the Notes.

This EEA and UK selling restriction is in addition to any other selling restrictions set out below.

### **United Kingdom**

Each Dealer has represented and agreed that:

- (i) **Investment advertisements:** it has only communicated or caused to be communicated and will only communicate or cause to be communicated any invitation or inducement to engage in investment activity (within the meaning of section 21 of the Financial Services and Markets Act 2000, as amended (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;
- (ii) **General compliance:** it has complied and will comply with all applicable provisions of the FSMA with respect to anything done by it in relation to such Notes in, from or otherwise involving the United Kingdom; and
- (iii) **Accepting Deposits in the United Kingdom:** in relation to any Notes having a maturity of less than one year from the date of their issue, (a) it is a person whose ordinary activities involve it in acquiring, holding, managing or disposing of investments (as principal or agent) for the purposes of its business and (b) it has not offered or sold and will not offer or sell any Notes other than to persons whose ordinary activities involve them in acquiring, holding, managing or disposing of investments (as principal or 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 any Notes would otherwise constitute a contravention of section 19 of FSMA by the Issuer.

### **France**

Each of the Dealers has represented and agreed that it has only offered or sold and will only offer or sell, directly or indirectly, Notes in France and it has only distributed or caused to be distributed and will only distribute or cause to be distributed in France, the Base Prospectus, the relevant Final Terms or any other offering material relating to the Notes to qualified investors as defined in Article 2(e) of the Prospectus Regulation.

### **Japan**

The Notes have not been and will not be registered under the Financial Instruments and Exchange Act of Japan (Act No. 25 of 1948, as amended (the “**Financial Instruments and Exchange Act**”). Accordingly, each of the Dealers has represented and agreed, and each of further Dealer appointed under the Programme will be required to represent and agree, that it has not, directly or indirectly, offered or sold and shall not, directly or indirectly, offer or sell any Notes in Japan or to, or for the benefit of, any resident of Japan (which term as used herein means any person resident in Japan, including any corporation or other entity organised under the laws of Japan) or to others for re-offering or re-sale, directly or indirectly, in Japan or

to, or for the benefit of, any resident of Japan except pursuant to an exemption from the registration requirements of, and otherwise in compliance with the Financial Instruments and Exchange Act and other relevant laws, ministerial guidelines and regulations of Japan.

### **Hong Kong**

This Base Prospectus and the applicable Final Terms have not been approved by or registered with the Securities and Futures Commission of Hong Kong or the Registrar of Companies of Hong Kong.

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

- (i) it has not offered or sold and will not offer or sell in Hong Kong, by means of any document, any Notes (except for Notes which are a “structured product” within the meaning of the Securities and Futures Ordinance (Cap. 571) of Hong Kong) other than (i) to professional investors as defined in the Securities and Futures Ordinance and any rules made under that Ordinance; or (ii) in other circumstances which do not result in the document being a prospectus, as defined in the Companies (Winding Up and Miscellaneous Provisions) Ordinance (Cap. 32) of Hong Kong or which do not constitute an offer to the public within the meaning of that Ordinance; and
- (ii) it has not issued or had in its possession for the purposes of issue, and will not issue or have in its possession for the purposes of issue, whether in Hong Kong or elsewhere, any advertisement, invitation or document relating to the Notes, which is directed at, or the contents of which are likely to be accessed or read by, the public of Hong Kong (except if permitted to do so under the securities laws of Hong Kong) other than with respect to Notes which are or are intended to be disposed of only to persons outside Hong Kong or only to “professional investors” as defined in the Securities and Futures Ordinance and any rules made under that Ordinance.

### **People’s Republic of China (PRC)**

Each Dealer has represented, warranted and agreed, and each further Dealer appointed under the Programme will be required to represent, warrant and agree, the offer of the Notes is not an offer of securities within the meaning of the securities laws of the PRC or other pertinent laws and regulations of the PRC and the Notes have not been offered or sold and may not be offered or sold, directly or indirectly, in the PRC (for such purposes, not including the Hong Kong and Macau Special Administrative Regions or Taiwan), except as permitted by the securities laws of the PRC.

### **Singapore**

Each Dealer has acknowledged, and each further Dealer appointed under the Programme will be required to acknowledge, that this Base Prospectus has not been registered as a prospectus with the Monetary Authority of Singapore. Accordingly, each Dealer has represented and agreed, and each further Dealer appointed under the Programme will be required to represent and agree that it has not offered or sold any Notes or caused such Notes to be made the subject of an invitation for subscription or purchase and will not offer or sell such Notes or cause such Notes to be made the subject of an invitation for subscription or purchase, and has not circulated or distributed, nor will it circulate or distribute, this Base Prospectus or any other document or material in connection with the offer or sale, or invitation for subscription or purchase, of such Notes, whether directly or indirectly, to persons in Singapore other than (i) to an institutional investor (as defined in Section 4A of the Securities and Futures Act (Chapter 289) of Singapore, as modified or amended from time to time (the “SFA”)) pursuant to Section 274 of the SFA, (ii) to a relevant person (as defined in Section 275(2) of the SFA) pursuant to Section 275(1) of the SFA, or any person pursuant to Section 275(1A) of the SFA, and in accordance with the conditions specified in Section 275, of the SFA, or (iii) otherwise pursuant to, and in accordance with the conditions of, any other applicable provision of the SFA.

Where Notes are subscribed or purchased under Section 275 of the SFA by a relevant person which is:

- (i) a corporation (which is not an accredited investor (as defined in Section 4A of the SFA)) the sole business of which is to hold investments and the entire share capital of which is owned by one or more individuals, each of whom is an accredited investor; or
- (ii) a trust (where the trustee is not an accredited investor) whose sole purpose is to hold investments and each beneficiary of the trust is an individual who is an accredited investor,
- (iii) securities or securities-based derivatives contracts (each term as defined in Section 2(1) of the SFA) of that corporation or the beneficiaries' rights and interest (howsoever described) in that trust shall not be transferred within six months after that corporation or that trust has acquired the Notes pursuant to an offer made under Section 275 of the SFA except:
  - (a) to an institutional investor or to a relevant person, or to any person arising from an offer referred to in Section 275(1A) or Section 276(4)(i)(B) of the SFA;
  - (b) where no consideration is or will be given for the transfer;
  - (c) where the transfer is by operation of law;
  - (d) as specified in Section 276(7) of the SFA; or
  - (e) as specified in Regulation 37A of the Securities and Futures (Offers of Investments) (Securities and Securities-based Derivatives Contracts) Regulations 2018.

Singapore SFA Product Classification: In connection with Section 309B of the SFA and the CMP Regulations 2018, unless otherwise specified before an offer of Notes, the Issuer has determined, and hereby notifies all relevant persons (as defined in Section 309A(1) of the SFA), that the Notes are 'prescribed capital markets products' (as defined in the CMP 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).

### **General**

These selling restrictions may be modified by the agreement of the Issuer and the Dealers following a change in a relevant law, regulation or directive. Any such modification will be set out in a supplement to this Base Prospectus.

No action has been taken in any jurisdiction that would permit an offer to the public of any of the Notes, or possession or distribution of the Base Prospectus or any other offering material or any Final Terms, in any country or jurisdiction where action for that purpose is required.

Each Dealer has agreed 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, the Final Terms or any other offering material, in all cases at its own expense and neither the Issuer nor any other Dealer shall have responsibility therefor.

Each of the Dealers and the Issuer has represented and agreed and will be required to represent and agree that Materialised Notes may only be issued outside of France

## FORM OF FINAL TERMS

**[PROHIBITION OF SALES TO EEA AND UK RETAIL INVESTORS** - The Notes are not intended to be offered, sold or otherwise made available to and, with effect from such date, should not be offered, sold or otherwise made available to any retail investor in the European Economic Area (“**EEA**”) or in the United Kingdom (the “**UK**”). For these purposes, a retail investor means a person who is one (or more) of: (i) a retail client as defined in point (11) of Article 4(1) of Directive 2014/65/EU, as amended (“**MiFID II**”); or (ii) a customer within the meaning of Directive (EU) 2016/97 (the “**Insurance Distribution Directive**”), where that customer would not qualify as a professional client as defined in point (10) of Article 4(1) of MiFID II; or (iii) not a qualified investor as defined in Regulation (EU) 2017/1129 (the “**Prospectus Regulation**”). Consequently, no key information document required by Regulation (EU) No. 1286/2014, as amended (the “**PRIIPs Regulation**”) for offering or selling the Notes or otherwise making them available to retail investors in the EEA or in the UK has been prepared and therefore offering or selling the Notes or otherwise making them available to any retail investor in the EEA or in the UK may be unlawful under the PRIIPs Regulation.]<sup>1</sup>

**[<sup>2</sup>MIFID II product governance / Professional investors and eligible counterparties only target market** – Solely for the purposes of [the/each] manufacturer[’s/s’] product approval process, the target market assessment in respect of the Notes, taking into account the five (5) categories referred to in item 18 of the Guidelines published by the European Securities and Markets Authority (ESMA) on 5 February 2018, has led to the conclusion that: (i) the target market for the Notes is eligible counterparties and professional clients only, each as defined in [Directive 2014/65/EU, as amended (“**MiFID II**”)] [MiFID II]; and (ii) all channels for distribution of the Notes to eligible counterparties and professional clients are appropriate. [*Consider any negative target market*<sup>3</sup>] Any person subsequently offering, selling or recommending the Notes (a “**distributor**”) should take into consideration the manufacturer[’s/s’] target market assessment; however, a distributor subject to MiFID II is responsible for undertaking its own target market assessment in respect of the Notes (by either adopting or refining the manufacturer[’s/s’] target market assessment) and determining appropriate distribution channels.]

**[SINGAPORE SFA PRODUCT CLASSIFICATION** – In connection with Section 309B of the Securities and Futures Act (Chapter 289) of Singapore (the “**SFA**”) and the Securities and Futures Act (Capital Market Products) Regulations 2018 of Singapore (the “**CMP Regulations 2018**”), the Issuer has determined, and hereby notifies all relevant persons (as defined in Section 309A(1) of the SFA), that the Notes are prescribed capital markets products (as defined in the CMP 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 Recommendation on Investment Products).]<sup>4</sup>

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<sup>1</sup> Delete legend if the offer of the Notes do not constitute “packaged” products, in which case, insert “Not Applicable” in paragraph 7(viii) of Part B below. Include legend if the offer of the Notes may constitute “packaged” products and the Issuer intends to prohibit the Notes being offered, sold or otherwise made available to EEA or UK retail investors. In this case insert “Applicable” in paragraph 7(viii) of Part B below.

<sup>2</sup> Legend to be included on front of the Final Terms if following the ICMA 1 “all bands to all professionals” target market approach.

<sup>3</sup> ICMA 1 and ICMA 2 approaches envisage that a negative target market will be unlikely. Note that a programme which only envisages vanilla issuance is unlikely to require a negative target market placeholder. If a negative target market is deemed necessary, wording along the following lines could be included: “The target market assessment indicates that Notes are incompatible with the needs, characteristic and objectives of clients which are fully risk averse/have no risk tolerance or are seeking on-demand full repayment of the amounts invested.”

<sup>4</sup> For any Notes to be offered to Singapore investors, the Issuer to consider whether it needs to re-classify the Notes pursuant to Section 309B of the SFA prior to the launch of the offer.

## SCHNEIDER ELECTRIC SE

### Issue of [Aggregate Nominal Amount of Tranche][Title of notes] under the Euro 10,000,000,000 Euro Medium Term Note Programme

#### PART A – CONTRACTUAL TERMS

[Terms used herein shall be deemed to be defined as such for the purposes of the Conditions set forth in the Base Prospectus dated 28 April 2020 which received approval n°20-162 from the *Autorité des marchés financiers* (the “**AMF**”) on 28 April 2020 [and the supplement[s] to the Base Prospectus dated [●] which received approval n° [●] from the AMF on [●] (the “**Supplement[s]**”) [which [together] constitute[s] a Base Prospectus for the purposes of Regulation (EU) 2017/1129 (the “**Prospectus Regulation**)”].

This document constitutes the Final Terms of the Notes described herein for the purposes of the Prospectus Regulation and must be read in conjunction with such Base Prospectus [as so supplemented] in order to obtain all the information. . [The Base Prospectus [and the Supplement(s) [is] [are] available for viewing at the office of the Fiscal Agent or each of the paying agents and on the [website of the Issuer (<https://www.se.com>), and on the website of the AMF (<https://www.amf-france.org>) and copies may be obtained from Schneider Electric SE, 35, rue Joseph Monier - 92500 Rueil-Malmaison, France.]]

*[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**”), which are the [●] EMTN Conditions which are incorporated by reference in to the Base Prospectus dated 28 April 2020. This document constitutes the Final Terms of the Notes described herein for the purposes of the Regulation (EU) 2017/1129 (the “**Prospectus Regulation**)” and must be read in conjunction with the Base Prospectus dated 28 April 2020 which received approval n°20-162 from the *Autorité des marchés financiers* (the “**AMF**”) on 28 April 2020 [and the supplement(s) to the Base Prospectus dated [●] which received visa n°[●] from the AMF on [●] (the “**Supplement[s]**”), which [together] constitute[s] a Base Prospectus for the purposes of the Prospectus Regulation in order to receive all relevant information, including the [●] EMTN Conditions which are incorporated by reference in the Base Prospectus. The Base Prospectuses [and the supplement(s) to the Base Prospectus] are available for viewing at the office of the Fiscal Agent or each of the paying agents and on the website of the Issuer (<https://www.se.com>) and on the website of the AMF (<https://www.amf-france.org>), and copies may be obtained from Schneider Electric SE, 35, rue Joseph Monier - 92500 Rueil-Malmaison, France.]

*[Include whichever of the following apply or specify as “Not Applicable”. Note that the numbering should remain as set out below, even if “Not Applicable” is indicated for individual paragraphs (in which case the sub-paragraphs of the paragraphs which are not applicable can be deleted). Italics denote guidance for completing the Final Terms.]*

- |   |         |  |  |
|---|---------|--|--|
| 1 | [(i)]   | Issuer:                                  | Schneider Electric SE  |
| 2 | [(i)]   | Series Number:                           | [●]  |
|   | [(ii)]  | Tranche Number:                          | [●]  |
|   | [(iii)] | Date on which the Notes become fungible: | [Not Applicable / The Notes will be assimilated ( <i>assimilées</i> ) and form a single series with the existing [ <i>insert description of the Series</i> ] issued by the Issuer on [ <i>insert date</i> ] (the “ <b>Existing Notes</b> ”) [as from the Issue Date of this Tranche] [as from the date of assimilation which is expected |

to be on or about 40 days after the Issue Date (the “**Assimilation Date**”) of this Tranche]

- 3 Specified Currency or Currencies: [●]
- 4 Aggregate Nominal Amount of Notes admitted to trading: [●]
- [(i)] Series: [●]
- [(ii)] Tranche: [●]
- 5 Issue Price: [●] per cent. of the Aggregate Nominal Amount [plus accrued interest from *[insert date]* (*in the case of fungible issues only, if applicable*)]
- 6 Specified Denominations: [●]
- 7 [(i)] Issue Date: [●]
- [(ii)] Interest Commencement Date: [*Specify / Issue Date / Not Applicable*]
- 8 Maturity Date: [●] [*Specify date or (for Floating Rate Notes) Interest Payment Date falling in or nearest to the relevant month and year*]
- 9 Interest Basis: [[●] per cent Fixed Rate]  
[[*Specify reference rate*] +/- [●] per cent Floating Rate]  
[Zero Coupon]  
(Further particulars specified below)
- 10 Redemption Basis: Subject to any purchase and cancellation or early redemption, the Notes will be redeemed on the Maturity Date at [●] per cent. of their nominal amount.
- 11 Change of Interest Basis: Applicable (for Fixed/Floating Rate Notes) / Not Applicable  
[*Specify the date when any fixed to floating rate or floating to fixed rate change occurs or refer to paragraphs 14 and 15 below and identify there*]
- 12 Put/Call Options: [Investor Put]  
[Issuer Call]  
[Make-Whole Redemption by the Issuer]  
[Residual Maturity Call Option]  
[Clean-Up Call Option]  
[Change of Control Put Option]  
[Acquisition Event Call Option]  
[(Further particulars specified below)]
- 13 [(i)] Status of the Notes: Senior
- [(ii)] [Date of the corporate authorisations for issuance of Notes obtained: [●] [and [●], respectively]

## PROVISIONS RELATING TO INTEREST (IF ANY) PAYABLE

- 14 Fixed Rate Note Provisions** [In respect of Fixed/Floating Rate Notes: from (and including) [●] to (but excluding) [●]:] [Applicable/Not Applicable]  
*(If not applicable, delete the remaining sub-paragraphs of this paragraph)*
- (i) Rate[(s)] of Interest: [●] per cent. per annum [payable [annually/semi-annually/quarterly/monthly] in arrear] on each Interest Payment Date
- (ii) Interest Payment Date(s): [●] in each year [adjusted in accordance with [the Business Day Convention specified below<sup>5</sup>] [*specify Business Day Convention and any applicable Business Centre(s) for the definition of "Business Day"*]/not adjusted]
- (iii) Fixed Coupon Amount[(s)]<sup>6</sup>: [●] per [●] in Nominal Amount
- (iv) Broken Amount(s): [Not Applicable] [●] payable on the Interest Payment Date falling [in/on] [●]
- (v) Day Count Fraction: [30/360 / Actual/Actual - ISDA / Actual/Actual ICMA / Actual/365 (Fixed) / Actual/360 / 30E/360 / 30E/360 (ISDA)]
- (vi) 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) [Business Day Convention<sup>7</sup>]: [Modified Following Business Day Convention/[Not Applicable]]
- (viii) Party responsible for calculating Interest Amounts (if not the Calculation Agent)<sup>8</sup>: [●] / [Not Applicable]]
- (ix) [Relevant Time<sup>9</sup>]: [11.00 a.m./[●]] ([Hong Kong/[●]] time)]
- 15 Floating Rate Note Provisions** [In respect to Fixed/Floating Rate Notes: from (and including) [●] to (but excluding) [●]:] [Applicable/Not Applicable]  
*(If not applicable, delete the remaining sub-paragraphs of this paragraph)*  
*(In the event where the benchmark used to calculate the interest payable is discontinued, Condition 5(b)(iii)(C) provides for a methodology to determine the successor or alternative rates)*
- (i) Interest Period(s): [●]

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<sup>5</sup> RMB Notes only

<sup>6</sup> Not applicable for RMB Notes

<sup>7</sup> RMB Notes only

<sup>8</sup> RMB Notes only

<sup>9</sup> RMB Notes only

- (ii) Specified Interest Payment Dates: [[●] in each year, subject to adjustment in accordance with the Business Day Convention set out in (iii) below]
- (iii) Business Day Convention: [Floating Rate Business Day Convention/Following Business Day Convention/Modified Following Business Day Convention/Preceding Business Day Convention]
- (iv) Business Centre(s): [●]
- (v) Manner in which the Rate(s) of Interest is/are to be determined: [Screen Rate Determination/ISDA Determination]
- (vi) Interest Period Date(s): [Not Applicable/*specify dates*]
- (vii) Party responsible for calculating the Rate(s) of Interest and Interest Amount(s) (if not the Calculation Agent): [●]
- (viii) Screen Rate Determination: [Applicable/Not Applicable]
- Reference Rate: [●]
  - Relevant Inter-Bank Market: [●]
  - Reference Screen Page Time: [●]
  - Interest Determination Date: [●]
  - Relevant Screen Page: [●]
  - Reference Banks: [●]
- (ix) ISDA Determination:
- Floating Rate Option: [●]
  - Designated Maturity: [●]
  - Reset Date: [●]
- (x) Linear Interpolation: [Not Applicable/Applicable – the Rate of Interest for the [long/short] [first/last] Interest Period shall be calculated using Linear Interpolation (*specify for each short or long interest period*)]
- (xi) Margin(s)<sup>10</sup>: [+/-][●] per cent. per annum
- (xii) Minimum Rate of Interest<sup>11</sup>: [●] per cent. per annum
- (xiii) Maximum Rate of Interest: [●] per cent. per annum
- (xiv) Day Count Fraction: [30/360 / Actual/Actual - ISDA / Actual/Actual ICMA / Actual/365 (Fixed) / Actual/360 / 30E/360 / 30E/360 (ISDA)]
- (xv) Rate Multiplier: [●]
- 16 Zero Coupon Note Provisions** [Applicable/Not Applicable]  
*(If not applicable, delete the remaining sub-paragraphs of this paragraph)*
- (i) Amortisation Yield: [●] per cent. per annum

<sup>10</sup> In no event shall the amount of interest payable be less than zero.

<sup>11</sup> In no event shall the amount of interest payable be less than zero.

- (ii) Day Count Fraction: [30/360 / Actual/Actual - ISDA / Actual/Actual ICMA / Actual/365 (Fixed)/ Actual/360 / 30E/360 / 30E/360 (ISDA)]

**PROVISIONS RELATING TO REDEMPTION**

**17 Make-Whole Redemption by the Issuer (Condition 6(d))**

[Applicable/Not Applicable]

*(If not applicable, delete the remaining sub-paragraphs of this paragraph)*

- (i) Notice period: [Not Applicable/ [●]]
- (ii) Reference Security: [●]
- (iii) Reference Dealers: [●]
- (iv) Similar Security: [Not Applicable/ [Reference bond or reference bonds issued by the [German Federal Government/ Republic of France/ [●]] having an actual or interpolated maturity comparable with the remaining term of the Notes that would be utilised, at the time of selection and in accordance with customary financial practice, in pricing new issues of corporate debt securities of comparable maturity to the remaining term of the Notes] / [●]]
- (v) Party, if any, responsible for calculating the principal and/or interest due (if not the Calculation Agent): [Not Applicable/ [●]]
- (vi) Redemption Margin: [●]

**18 Call Option**

[Applicable/Not Applicable]

*(If not applicable, delete the remaining sub-paragraphs of this paragraph)*

- (i) Optional Redemption Date(s): [●]
- (ii) Optional Redemption Amount(s) of each Note and method, if any, of calculation of such amount(s): [●] per Note of [●] Specified Denomination
- (iii) If redeemable in part:
- Minimum nominal amount to be redeemed: [●]
- Maximum nominal amount to be redeemed: [●]
- (iv) Option Exercise Date(s): [●]
- (v) Notice period: [●]

**19 Put Option**

[Applicable/Not Applicable]

*(If not applicable, delete the remaining sub-paragraphs of this paragraph)*

- (i) Optional Redemption Date(s): [●]
- (ii) Optional Redemption Amount(s) of each Note and method, if any, of calculation of such amount(s): [●] per Note of [●] Specified Denomination

	(iii) Option Exercise Date(s):	[●]
	(iv) Notice period:	[●]
20	<b>Residual Maturity Call Option</b>	[Applicable/ Not Applicable] <i>(If not applicable, delete the remaining sub-paragraphs of this paragraph)</i>
	(i) Residual Maturity Call Option Date:	[●]
21	<b>Change of Control Put Option</b>	[Applicable/ Not Applicable]
22	<b>Clean-Up Call Option</b>	[Applicable/ Not Applicable]
	(i) Clean-Up Percentage:	[[75] per cent. / [●] per cent.]
	(ii) Early Redemption Amount:	[[●] per Note of [●] Specified Denomination]
23	<b>Final Redemption Amount of each Note</b>	[[●] per Note of [●] Specified Denomination]
24	<b>Early Redemption Amount</b>	
	(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):	[Not Applicable/[●]]
	(ii) Redemption for taxation reasons permitted on days other than Interest Payment Dates:	[Yes/No]
	(iii) Unmatured Coupons to become void upon early redemption (Bearer Notes only):	[Yes/No/Not Applicable]
25	<b>Acquisition Event Call Option</b>	[Applicable/Not Applicable] <i>(If not applicable, delete the remaining sub-paragraph of this paragraph)</i>
	(i) Acquisition Event Limit Date:	[●]
	(ii) Targeted Company:	[●]
	(iii) Optional Redemption Amount:	[●] per Note of [●] Specified Denomination
	(iv) Redemption in Whole only:	[Applicable/Not Applicable]
<b>GENERAL PROVISIONS APPLICABLE TO THE NOTES</b>		
26	Form of Notes:	[Dematerialised Notes/ Materialised Notes] <i>(Materialised Notes are only in bearer form)</i> <i>(delete as appropriate)</i>
	(i) Form of Dematerialised Notes:	[Not Applicable/ Bearer form ( <i>au porteur</i> ) only/ Registered form ( <i>au nominatif</i> )]
	(ii) Registration Agent:	[Not Applicable/ <i>if Applicable give name and details</i> ] <i>(Note that a Registration Agent must be appointed in relation to Registered Dematerialised Notes only)</i>
	(iii) Temporary Global Certificate:	[Not Applicable/ Temporary Global Certificate exchangeable for Definitive Materialised Bearer Notes on

- [●] (the “**Exchange Date**”) being 40 days after the Issue Date subject to postponement as provided in the Temporary Global Certificate]
- (iv) Applicable TEFRA exemption: [C Rules/D Rules/Not Applicable]
- 27 Exclusion of the possibility to request identification of the Noteholders as provided by Condition 1(a)(i): [Applicable/Not Applicable]
- 28 Financial Centre(s) or other special provisions relating to Payment Dates: [Not Applicable/*give details.*]  
*Note that this item relates to the date of payment, and not the end dates of interest periods for the purposes of calculating the amount of interest to which item 15 (iv) relates]*
- 29 Talons for future Coupons to be attached to Definitive Notes (and dates on which such Talons mature): [Yes/No. *If yes, give details*]
- 30 Possibility of resale of purchased Notes<sup>12</sup>: [Yes/No]
- 31 Redenomination provisions: [Not Applicable/The provisions [in Condition [●]] apply]
- 32 Consolidation provisions: [Not Applicable/The provisions [in Condition [●]] apply]
- 33 *Masse*: Name and address of the Representative: [●]  
 Name and address of the alternate Representative: [●]  
 [The Representative will receive no remuneration/The Representative will receive a remuneration of [●]]

#### **[LISTING AND ADMISSION TO TRADING APPLICATION**

These Final Terms comprise the final terms required to list and have admitted to trading the issue of Notes described herein pursuant to the Euro 10,000,000,000 Euro Medium Term Note Programme of Schneider Electric SE.]

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<sup>12</sup> In accordance with applicable French laws and regulations

**RESPONSIBILITY**

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

Signed on behalf of the Issuer:

By: .....

Duly authorised

## PART B – OTHER INFORMATION

### LISTING AND ADMISSION TO TRADING

- (i) Listing and admission to trading: [Application has been made for the Notes to be admitted to trading on [Euronext Paris] with effect from [●].] [Not Applicable.]
- (ii) Estimate of total expenses related to admission to trading: [●]

### RATING

- Rating: The Notes to be issued have been rated:  
[[●]: [●]]  
*[Need to include a brief explanation of the meaning of the rating if this has previously been published by the rating provider.]*  
[[●] is established in the European Union or in the United Kingdom and is registered under Regulation (EC) No 1060/2009 on credit ratings agencies (the “**CRA Regulation**”), as amended by Regulation (EU) No 513/2011. [[●] is included in the list of credit rating agencies published by the European Securities and Markets Authority on its website (<https://www.esma.europa.eu/supervision/credit-rating-agencies/risk>).]  
*(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.)*

### NOTIFICATION

The [Autorité des marchés financiers in France] [has been requested to provide/has provided - include first alternative for an issue which is contemporaneous with the establishment or update of the Programme and the second alternative for subsequent issues] the [include names of competent authorities of host Member States] with a certificate of approval attesting that the Base Prospectus has been drawn up in accordance with the Prospectus Regulation.]

### REASONS FOR THE ISSUE AND ESTIMATED NET PROCEEDS

- (i) Reasons for the offer: [●]/[The net proceeds will be used for the Issuer’s general corporate purposes.]/[The Notes constitute [green/social/sustainability] Notes and the net proceeds will be used to finance or re-finance [describe specific Eligible Projects and/or availability of any relevant framework, second party opinion and/or other relevant information where such information can be obtained, etc...]]
- (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)*

## ¶INTERESTS OF NATURAL AND LEGAL PERSONS INVOLVED IN THE ISSUE

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

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

[The [Managers/Dealers] and their affiliates have engaged and may in the future engage in investment banking and/or commercial banking transactions with, and may perform other activities for, the Issuer and its affiliates in the ordinary course of business.]

*[(When adding any other description, consideration should be given as to whether such matters described constitute “significant new factors” and consequently trigger the need for a supplement to the Prospectus under Article 23 of the Prospectus Regulation.)]]*

### ¶Fixed Rate Notes only – YIELD

Indication of yield: [●]

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

### 7 [Floating Rate Notes only – PERFORMANCE OF RATES

Details of performance of [LIBOR/EURIBOR/CMS Rate/other] rates can be obtained [but not] free of charge from [Reuters].

[Amounts payable under the Notes will be calculated by reference to [LIBOR/EURIBOR/[●]] which is provided by [●]. [As at [●], [●] [appears/does not appear] on the register of administrators and benchmarks established and maintained by the European Securities and Markets Authority pursuant to Article 36 of the Benchmark Regulation (Regulation (EU) 2016/1011) (the “**Benchmark Regulation**”).] [As far as the Issuer is aware, the transitional provisions in Article 51 of the Benchmark Regulation apply, such that [●] is not currently required to obtain authorisation or registration (or, if located outside the European Union and the United Kingdom, recognition, endorsement or equivalence).]]

## ¶DISTRIBUTION

(i) Method of distribution: [Syndicated/Non-syndicated]

(ii) If syndicated, names and addresses of Managers and underwriting commitments: [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. Where not all of the issue is underwritten, include a statement of the portion not covered.)*

(iii) Date of [Subscription] Agreement: [●]

(iv) Stabilising Manager(s) (if any): [Not Applicable/give name]

- (v) If non-syndicated, name and address of Dealer: [Not Applicable/*give name and address*]
- (vi) Total commission and concession: [●] per cent. of the Aggregate Nominal Amount
- (vii) The aggregate principal amount of Notes issued has been translated into [Euro] at the rate of [●], producing a sum of (for Notes not denominated in [Euro]): [Not Applicable/[Euro][●]]
- (viii) Prohibition of Sales to EEA and UK Retail Investors: [Not Applicable/Applicable]  
*(If the Notes clearly do not constitute “packaged” products, “Not Applicable” should be specified. If the Notes may constitute “packaged” products and no key information document will be prepared, “Applicable” should be specified and the legend entitled “Prohibition of Sales to EEA and UK Retail Investors” on the cover page of the Final Terms should be included. For the purpose of the above, a “packaged” product shall designate a “packaged retail investment product” which means in accordance with Regulation (EU) No 1286/2014 of 26 November 2014 an investment, where, regardless of the legal form of the investment, the amount repayable to the retail investor is subject to fluctuations because of exposure to reference values or to the performance of one or more assets which are not directly purchased by the retail investor.)*
- (ix) 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 1(4) of the Prospectus Regulation in [*specify relevant Member State(s) - which must be jurisdictions where the Prospectus and any supplements have been passported*] (“**Public Offer Jurisdiction(s)**”) during the period from [*specify date*] until [*specify date*] (“Offer Period”).

#### **OPERATIONAL INFORMATION**

- ISIN: [●]
- Common Code: [●]
- Any clearing system(s) other than Euroclear Bank SA/NV and Clearstream Banking, S.A. 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): [●]

## GENERAL INFORMATION

1. This Base Prospectus has been approved by the AMF in France in its capacity as competent authority pursuant to the Prospectus Regulation. The AMF only approves this Base Prospectus as meeting the standards of completeness, comprehensibility and consistency imposed by the Prospectus Regulation. Such approval shall not be considered as an endorsement of either the Issuer or the quality of the Notes that are the subject of this Base Prospectus and investors should make their own assessment as to the suitability of investing in the Notes.
2. This Base Prospectus will be valid for a period of twelve (12) months until 28 April 2021 provided that it is completed by any supplement, pursuant to Article 23 of the Prospectus Regulation, following the occurrence of a significant new factor, a material mistake or a material inaccuracy relating to the information included (including information incorporated by reference) in this Base Prospectus which may affect the assessment of the Notes. After such date, the Base Prospectus will expire and the obligation to supplement this Base Prospectus in the event of significant new factors, material mistakes or material inaccuracies will no longer apply. Application has been made to Euronext Paris for the Notes issued under the Programme to be admitted to trading on Euronext Paris and/or on any other regulated market in a Member State of the EEA. In accordance with Article 25 of the Prospectus Regulation, the Issuer may from time to time request from the AMF that a certificate of approval specifying that the Base Prospectus has been drawn up in accordance with the Prospectus Regulation be notified to the competent authority of any other Member State of the EEA.
3. No authorisation procedures are required of the Issuer under French law for the update of the Programme.  
  
Drawdown of Notes under the Programme, to the extent such Notes constitute *obligations*, have been authorised by the Board of Directors (*Conseil d'Administration*) of the Issuer on 22 April 2020.  
  
Any drawdown of Notes, to the extent that such Notes do not constitute obligations, fall within the general powers of the Chairman of the Board of Directors (*Président du Conseil d'Administration*) or one of the *directeurs généraux* of the Issuer.
4. The long-term corporate rating of the Issuer by S&P is A- (stable outlook).
5. Except as disclosed (i) in the press release entitled "Schneider Electric: update on Covid-19" published by the Issuer on 23 March 2020 and the press release relating to its first quarter revenues published by the Issuer on 23 April 2020 both included in the "Recent Developments" section of this Base Prospectus and (ii) in the risk factor entitled "Risks related to the sanitary crisis « Covid-19 »" included in the "Risk Factors" section of this Base Prospectus, there has been no significant change in the financial position or financial performance of the Issuer or the Group since 31 March 2020.
6. Except as disclosed (i) in the press release entitled "Schneider Electric: update on Covid-19" published by the Issuer on 23 March 2020 and the press release relating to its first quarter revenues published by the Issuer on 23 April 2020 both included in the "Recent Developments" section of this Base Prospectus and (ii) in the risk factor entitled "Risks related to the sanitary crisis « Covid-19 »" included in the "Risk Factors" section of this Base Prospectus, there has been no material adverse change in the prospects of the Issuer since 31 December 2019.
7. The Issuer is not aware of any governmental, legal or arbitration proceedings (including any such proceedings which are pending or threatened) involving the Issuer during the past 12 months which may have, or have had in the recent past, significant effects on the Issuer's and/or the Group's financial position or profitability.
8. As of the date hereof, to the Issuer's knowledge, there are no potential conflicts of interest between the private interests and/or other duties of members of the board of directors of the Issuer and the duties they owe to the Issuer.

9. Notes may be accepted for clearance through the Euroclear and Clearstream systems which are entities in charge of keeping the records. The Common Code, the ISIN and (where applicable) the identification number for any other relevant clearing system for each Series of Notes will be set out in the relevant Final Terms.

The address of Euroclear is 1 boulevard du Roi Albert II, 1210 Brussels, Belgium and the address of Clearstream is 42 avenue John Fitzgerald Kennedy, L-1855 Luxembourg, Grand-Duchy of Luxembourg.

10. Dematerialised Notes will be inscribed in the books of Euroclear France (acting as central depository). Dematerialised Notes which are in registered form (*au nominatif*) will also be inscribed either with the Issuer or with the registration agent.

The address of Euroclear France is 66, rue de la Victoire, 75009 Paris, France.

11. For so long as Notes may be issued pursuant to this Base Prospectus, the following documents will be available for inspection on the website of the Issuer (<https://www.se.com>) and, during usual business hours on any weekday (Saturdays and public holidays excepted), at the office of the Fiscal Agent and the Paying Agents:

- (i) the up to date constitutive documents (*statuts*) of the Issuer;
- (ii) the 2019 Universal Registration Document and the 2018 Registration Document;
- (iii) each Final Terms for Notes that are admitted to trading on Euronext Paris or on any stock exchange or any other Regulated Market;
- (iv) a copy of this Base Prospectus together with any Supplement to this Base Prospectus or further Base Prospectus and any document incorporated by reference; and
- (v) all reports, letters, and other documents, 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.

12. The following documents will be available on the websites of the Issuer (<https://www.se.com>) and of the AMF (<https://www.amf-france.org>):

- (i) the Final Terms for Notes that are admitted to trading on Euronext Paris;
- (ii) the Base Prospectus; and
- (iii) the documents incorporated by reference in this Base Prospectus.

13. The Notes to be issued by the Issuer qualify under Category 2 for the purposes of Regulation S under the Securities Act (“**Regulation S**”). Notes will be issued in compliance with US Treas. Reg. §1.163-5(c)(2)(i)(D) (the “**D Rules**”) unless (i) the relevant Final Terms states that such Materialised Notes are issued in compliance with US Treas. Reg. §1.163-5(c)(2)(i)(C) (the “**C Rules**”), or (ii) such 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.

14. Mazars at Tour Exaltis, 61, rue Henri Regnault, 92075 La Défense Cedex, France, and Ernst & Young & Autres at Tour First – 1, place des Saisons, 92037 Paris La Défense Cedex, France (both entities regulated by the *Haut Conseil du Commissariat aux Comptes* and duly authorised as *Commissaires aux Comptes*) have audited and rendered unqualified audit reports on the consolidated financial statements of the Issuer for the years ended 31 December 2019 and 2018. The French auditors carry out their duties in accordance with the principles of *Compagnie Nationale des Commissaires aux Comptes* and are members of the CNCC professional body.

15. In connection with the issue of any Tranche, the Dealer or Dealers (if any) named as the stabilising manager(s) (the “**Stabilising Manager(s)**”) (or persons acting on behalf of any Stabilising Manager(s)) in

the applicable Final Terms may over-allot Notes or effect transactions with a view to supporting the market price of the Notes at a level higher than that which might otherwise prevail. However, stabilisation may not necessarily occur. Any stabilisation action may begin on or after the date on which adequate public disclosure of the Final Terms of the offer of the relevant Tranche is made and, if begun, may cease at any time, but it must end no later than the earlier of 30 days after the issue date of the relevant Tranche and 60 days after the date of the allotment of the relevant Tranche. Any stabilisation action or over-allotment must be conducted by the relevant Stabilising Manager(s) (or person(s) acting on behalf of Stabilising Manager(s)) in accordance with all applicable laws and rules.

16. Unless otherwise specified or the context otherwise requires, references to “**€**” “**EURO**” or “**Euro**” are to the single currency of the participating Member States of the European Union, references to “**CHF**” or “**Swiss Francs**” are to the lawful currency of the Swiss Confederation, references to “**U.S. dollars**” or “**USD**” are to the lawful currency of the United States of America, references to “**Yen**”, “**JPY**” or “**Japanese Yen**” are to the lawful currency of Japan, references to “**£**”, “**pounds sterling**” or “**Sterling**” are to the lawful currency of the United Kingdom, and references to “**Yuan**”, “**RMB**”, “**CNY**” or “**Renminbi**” are to the Chinese Yuan Renminbi, the lawful currency of the PRC. References in this Base Prospectus to “**day**” or “**days**” are to a calendar day or to calendar days, respectively.
17. Amounts payable under the Floating Rate Notes may be calculated by reference to EURIBOR or LIBOR which are respectively provided by the European Money Markets Institute (“**EMMI**”) and ICE Benchmark Administration Limited (“**ICE**”), or other Reference Rates as indicated in the relevant Final Terms. As at the date hereof, (i) the ICE and EMMI appear on the register of administrators and benchmarks established and maintained by the European Securities and Markets Authority pursuant to Article 36 of the Benchmark Regulation (Regulation (EU) 2016/1011) (the “**Benchmark Regulation**”). The relevant Final Terms in respect of an issue of Floating Rate Notes will specify the relevant benchmark, the relevant administrator and whether such administrator appears on the European Securities and Markets Authority register referred to above.
18. The LEI of the Issuer is 969500A1YF1XUYYXS284.
19. The website of the Issuer is <https://www.se.com>. The information on such website does not form part of this Base Prospectus, except where that information has been incorporated by reference into this Base Prospectus.

## PERSON RESPONSIBLE FOR THE INFORMATION GIVEN IN THE BASE PROSPECTUS

### In the name of the Issuer

The Issuer declares, to the best of its knowledge, that 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.

**Schneider Electric SE**  
35, rue Joseph Monier  
92500 Rueil-Malmaison  
France

Duly represented by:  
Véronique Blanc  
Senior Vice President Financing and Treasury

Duly authorised  
on 28 April 2020



### *Autorité des marchés financiers*

This Base Prospectus has been approved by the AMF, in its capacity as competent authority under Regulation (EU) 2017/1129. The AMF has approved this Base Prospectus after having verified that the information it contains is complete, coherent and comprehensible within the meaning of Regulation (EU) 2017/1129.

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

This Base Prospectus has been approved on 28 April 2020 is valid until 28 April 2021 and shall, within this period and pursuant to the conditions set by Article 23 of Regulation (EU) 2017/1129, be completed by a supplement to the Base Prospectus in the event of new material facts or substantial errors or inaccuracies. The Base Prospectus has the following approval number: 20-162.

## REGISTERED OFFICE OF THE ISSUER

**Schneider Electric SE**  
35, rue Joseph Monier  
92500 Rueil-Malmaison  
France  
Tel: +33 (0) 1 41 29 70 00

## ARRANGER

**BNP Paribas**  
16, boulevard des Italiens  
75009 Paris  
France

## DEALERS

**Banco Santander, S.A.**  
Ciudad Grupo Santander  
Edificio Encinar  
Avenida de Cantabria  
28660, Boadilla del Monte, Madrid  
Spain

**Barclays Bank Ireland PLC**  
One Molesworth Street  
Dublin  
DO2RF29  
Ireland

**Barclays Bank PLC**  
5 The North Colonnade  
Canary Wharf  
London E14 4BB  
United Kingdom

**BNP Paribas**  
16, boulevard des Italiens  
75009 Paris  
France

**BofA Securities Europe SA**  
51, rue La Boétie  
75008 Paris  
France

**Citigroup Global Markets Europe AG**  
Reuterweg 16  
60323 Frankfurt am Main  
Germany

**Citigroup Global Markets Limited**  
Citigroup Centre  
Canada Square  
Canary Wharf  
London E14 5LB  
United Kingdom

**Crédit Agricole Corporate and Investment Bank**  
12, place des Etats-Unis, CS 70052  
92547 Montrouge Cedex  
France

**Deutsche Bank Aktiengesellschaft**  
Mainzer Landstr. 11-17  
60329 Frankfurt am Main  
Germany

**HSBC France**  
103, avenue des Champs-Élysées  
75008 Paris  
France

**J.P. Morgan Securities plc**  
25 Bank Street  
Canary Wharf  
London E14 5JP  
United Kingdom

**Merrill Lynch International**  
2 King Edward Street  
London EC1A 1HQ  
United Kingdom

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

**Natixis**  
30, avenue Pierre Mendès France  
75013 Paris  
France

**NatWest Markets N.V.**  
Claude Debussylaan 94  
1082MD Amsterdam  
The Netherlands

**Société Générale**  
29, boulevard Haussmann  
75009 Paris  
France

**FISCAL AGENT, PRINCIPAL PAYING AGENT AND CALCULATION AGENT**

**BNP Paribas Securities Services**  
**(affiliated with Euroclear France under number 29106)**  
9, rue du Débarcadère  
93500 Pantin  
France

**STATUTORY AUDITORS**

**Mazars**  
Tour Exaltis  
61, rue Henri Regnault  
92075 La Défense Cedex  
France

**Ernst & Young & Autres**  
Tour First – 1, place des Saisons  
92037 Paris La Défense Cedex  
France

**LEGAL ADVISERS**

**To the Issuer**  
*in respect of French law*  
**Herbert Smith Freehills Paris LLP**  
66, avenue Marceau  
75008 Paris  
France

**To the Dealers**  
*in respect of French law*  
**Linklaters LLP**  
25, rue de Marignan  
75008 Paris  
France