

BNP PARIBAS S.A.

AS THE "GUARANTOR"

BNP PARIBAS EMISSIONS- UND HANDELSGESELLSCHAFT MBH

AS THE "ISSUER"

GUARANTEE

THIS GUARANTEE is made on 18 July 2017 between BNP Paribas S.A. ("**BNPP**" or the "**Guarantor**") and BNP Paribas Emissions- und Handelsgesellschaft mbH, Frankfurt am Main, Germany, ("**EHG**" or the "**Issuer**") in favour of the holders for the time being of the Certificates (as defined below) (each a "**Holder**").

WHEREAS:

- (A) EHG has issued and **will** issue notes, warrants and certificates (together the "**Certificates**") on the basis of several base prospectuses approved in the past or to be approved in the future by the Federal Financial Services Supervisory Authority (*Bundesanstalt für Finanzdienstleistungsaufsicht –"BaFin"*).
- (B) The Guarantor has agreed to guarantee the obligations of the Issuer in respect of the Certificates. For the avoidance of doubt, this Guarantee does not constitute a guarantee upon first demand (*Garantie auf erstes Anfordern*).
- (C) Any reference in this Guarantee to any obligation or sums or amounts payable under or in respect of the Certificates by the Issuer shall be construed to refer to (if applicable) in the event of a bail-in of BNPP, such obligations, sums and/or amounts as reduced by reference to, and in the same proportion as, any such reduction or modification applied to liabilities of BNPP following the application of a bail-in of BNPP by any relevant authority (including in a situation where the Guarantee itself is not the subject of such bail-in).

1. Guarantee

Subject as provided below, BNPP unconditionally and irrevocably guarantees in case of

- (a) Cash Settled Certificates, by way of an independent payment obligation (*selbständiges Zahlungsversprechen*) to each Holder from time to time by way of continuing guarantee the due and punctual payment of the Cash Settlement Amount; and
- (b) Physical Delivery Certificates, by way of an independent obligation (*selbständiges Garantieverprechen*) to each Holder from time to time by way of continuing guarantee the due and punctual delivery of the Physical Delivery Entitlement **provided that** notwithstanding the Issuer's obligation and/or option right to deliver Physical Delivery Entitlement to the Holders of such Physical Delivery Certificates in accordance with the respective Conditions, in any case the Guarantor will have the right to elect not to deliver such Physical Delivery Entitlement and, *in lieu* of such obligation and/or option right, to make cash payment in respect of each such Physical Delivery Certificate of an amount equal to the Guaranteed Cash Settlement Amount

in each case **provided that** the Guaranteed Obligations are due and payable and a payment demand has been made to the Issuer and the Guarantor pursuant to Clause 6.

For the purposes of this Guarantee:

"Cash Settled Certificates" mean certificates providing in the applicable Conditions settlement by way of cash payment.

"Conditions" mean the relevant final terms and conditions (*Anleihebedingungen*) of the Certificates.

"Guaranteed Cash Settlement Amount" means, in respect of Physical Delivery Certificates, an amount determined by the Guarantor acting in good faith and in a commercially reasonable manner equal to either (i) the Cash Settlement Amount that would have been payable upon redemption of such Physical Delivery Certificates calculated pursuant to the terms of the relevant Conditions, or (ii) the fair market value of such Physical Delivery Entitlement less, the costs of unwinding any underlying related hedging arrangements unless such costs are specified as not being applicable in the Conditions.

"Guaranteed Obligations" mean

- (a) in case of Cash Settled Certificates, all amounts due (*fällig*) and payable in cash in the respective cash settlement currency ("**Cash Settlement Amount**"); and/or
- (b) in case of Physical Delivery Certificates, all rights due (*fällig*) to receive physical entitlement and/or delivery of securities of any kind ("**Physical Delivery Entitlement**")

by the Issuer according to, in each case, the relevant Conditions to the Holders of the relevant Certificates.

"Physical Delivery Certificates" mean Certificates providing in the applicable Conditions settlement by way of physical delivery.

2. Liability of BNPP and EHG

BNPP as Guarantor hereby acknowledges, absolutely and without right to claim the benefit of any legal circumstances amounting to an exemption from liability or a Guarantor's defence, that it is bound by the obligations specified herein. Accordingly, BNPP acknowledges that it will not be released from its liability, nor will its liability be reduced, at any time, by extension or grace periods regarding payment or performance, any waiver or any consent granted to EHG or to any other person, or by the failure of any execution proceedings brought against EHG or any other person.

Furthermore, BNPP acknowledges that (1) it will not be relieved of its obligations in the event that EHG's obligations become void for reasons relating to EHG's capacity, limitation of powers or lack

thereof (including any lack of authority of persons having entered into contracts in the name, or on behalf, of EHG), (2) its obligations under this Guarantee will remain valid and in full effect notwithstanding the dissolution, merger, takeover or reorganisation of EHG, as well as the opening of insolvency proceedings, or any other proceedings similar to receivership or liquidation proceedings, in respect of EHG and (3) it will not avail itself of any subrogation rights in respect of the Holders' rights and that it will take no steps to enforce any rights or demands against EHG, so long as any amounts remain due; or any obligation remains unperformed, under the Certificates.

No Holder will be required to proceed against or enforce any other rights or security or claim payment from any person before claiming from the Guarantor under this Guarantee.

3. BNPP's continuing liability

BNPP's obligations under this Guarantee will remain valid and in full effect until no Guaranteed Obligations remain payable under any Certificates.

4. EHG repayment

If a payment received by, or to the order of, any Holder is declared null and void under any rule relating to insolvency proceedings, or any other procedure similar to the receivership or liquidation of EHG, such payment will not reduce BNPP's obligations in respect of any relevant Guaranteed Obligations and this Guarantee will continue to apply in respect of any relevant Guaranteed Obligations as if such payment or obligation had always been due from EHG.

5. Conditions binding

BNPP declares that (i) it has full knowledge of the provisions of the Conditions, (ii) it will comply with them and (iii) it will be bound by them.

6. Demand on BNPP

Any demand hereunder shall be given in writing specifying the relevant Guaranteed Obligations addressed to BNPP served at its office at **CIB Legal, 3 Rue Taitbout, 75009 Paris, France**. A demand so made shall be deemed to have been duly made two Paris Business Days (as used herein, "**Paris Business Day**" means a day (other than a Saturday or Sunday) on which banks are open for business in Paris) after the day it was served or if it was served on a day that was not a Paris Business Day or after 5.30 p.m. (Paris time) on any day, the demand shall be deemed to be duly made five Paris Business Days after the Paris Business Day immediately following such day.

7. Status

This Guarantee is an unsubordinated and unsecured obligation of BNPP and will rank *pari passu* with all its other present and future unsubordinated and unsecured obligations subject to such exceptions as may from time to time be mandatory under French law.

8. Contract for the benefit of third parties

This Guarantee and all undertakings herein constitute a contract for the benefit of third parties (*echter Vertrag zugunsten Dritter*), i.e. for the benefit of the Holders. They entitle each such Holder to require performance of the obligations undertaken herein directly from BNPP as Guarantor and to enforce such obligations directly against the Guarantor.

EHG which accepted this Guarantee in its capacity as Issuer of the Certificates does not act in a relationship of agency or trust, a fiduciary or any other similar capacity for the Holders.

9. Governing law

This Guarantee, both as to form and content, and the rights arising therefrom, including any non-contractual rights are governed by and shall be construed in accordance with the laws of the Federal Republic of Germany.

10. Jurisdiction

The non-exclusive place of jurisdiction (*nicht-ausschließlicher Gerichtsstand*) for any action or other legal proceedings arising out of or in connection with the Guarantee shall be the competent courts in Frankfurt am Main. The place of performance shall be Frankfurt am Main.

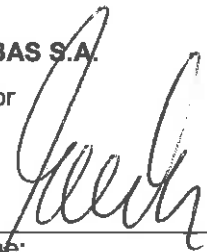
SIGNATURE PAGE

This **Guarantee** has been entered into on the date stated at the beginning by

BNP PARIBAS S.A.

as Guarantor

By:



Name:

Title: **Torsten Murke**
CEO CIB Germany

By:



Name:

Title: **Dr. Carsten Esbach**
Chief Operating Officer

BNP PARIBAS EMISSIONS- UND HANDELSGESELLSCHAFT mbH

as Issuer

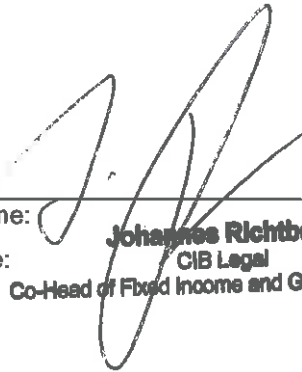
By:



Name:

Title: **EICH, Hans**
managing director

By:



Name:

Title: **Johannes Richtberg**
CIB Legal
Co-Head of Fixed Income and GECD Germany