Sanofi
Form 424B5
April 05, 2013

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CALCULATION OF REGISTRATION FEE

Title of Each Class of Securities Offered	Maximum Aggregate Offering Price	Amount of Registration Fee[(1)]
1.250% Notes due 2018	$1,500,000,000	$204,600

(1) The filing fee of $204,600 is calculated in accordance with Rule 457(r) under the Securities Act of 1933.

Filed Pursuant to Rule 424(b)(5)
Registration No.: 333-187156

PROSPECTUS SUPPLEMENT

(To Prospectus dated March 11, 2013)

$1,500,000,000 1.250% Notes due 2018

The notes offered by this prospectus supplement are the $1,500,000,000 1.250% notes due 2018 (the "notes"). We will pay interest on the notes on April 10 and October 10 of each year, beginning on October 10, 2013. Interest on the notes will accrue from April 10, 2013. The notes will mature at par on April 10, 2018.

At our option, we may redeem the notes at any time, in whole or in part, at a redemption price equal to their principal amount plus a "make-whole" premium. We may also redeem all of the notes at any time at a price equal to 100% of their principal amount in the event of certain tax law changes requiring the payment of additional amounts as described herein. In each case, we will pay accrued and unpaid interest, if any, and any other amounts payable to, but excluding, the date of redemption. The notes will not be subject to any sinking fund requirements. The notes will be issued in minimum denominations of $2,000 and integral multiples of $1,000. See "Description of the Notes."

The notes will be our unsecured and unsubordinated obligations, and therefore will rank equally with each other and with all of our existing and future unsecured and unsubordinated debt obligations.

We do not intend to list the notes on any securities exchange or automated quotation system.

Investing in the notes involves risks. Prior to making a decision about investing in the notes, you should carefully consider the specific factors that are described in the "Risk Factors" section beginning on page S-9 of this prospectus supplement.

	Per 2018 Note	Total
Price to Public[(1)]	99.561%	$ 1,493,415,000
Underwriting Discount	0.350%	$ 5,250,000
Proceeds, Before Expenses, to Sanofi[(1)]	99.211%	$ 1,488,165,000

(1) Plus accrued interest from April 10, 2013 if settlement occurs after that date.

None of the Securities and Exchange Commission, any state securities commission or any other regulatory body has approved or disapproved of these securities or passed upon the accuracy or adequacy of this prospectus supplement or the attached prospectus. Any representation to the contrary is a criminal offense.

The underwriters will deliver the notes to purchasers in book-entry form only through the facilities of The Depository Trust Company ("DTC") for the accounts of its direct and indirect participants (including Euroclear S.A./N.V. ("Euroclear"), as operator of the Euroclear System, and Clearstream Banking S.A. ("Clearstream")) against payment, expected to occur on or about April 10, 2013.

Joint Book-Running Managers

Barclays **BofA Merrill Lynch** **Deutsche Bank Securities** **J.P. Morgan**

Co-Managers

Citigroup **Credit Agricole Corporate and Investment Bank** **HSBC**

The date of this prospectus supplement is April 3, 2013.

Table of Contents

TABLE OF CONTENTS

Prospectus Supplement

As used herein, the terms "Sanofi," the "Company," the "Group," "we," "our," or "us," unless the context otherwise requires, refer to Sanofi and its consolidated subsidiaries.

Table of Contents

CAUTIONARY STATEMENT REGARDING FORWARD-LOOKING STATEMENTS

This prospectus supplement and the attached prospectus, including the documents incorporated herein by reference, contain forward looking statements (within the meaning of Section 27A of the U.S. Securities Act of 1933 (the "Securities Act") or Section 21E of the U.S. Securities Exchange Act of 1934 (the "Exchange Act")) about us, including without limitation, certain statements made in "Item 5. Operating and financial review and prospects", as well as in "Item 4.B. Business overview" of our 2012 Annual Report on Form 20-F, as defined below.

Examples of such forward looking statements include:

- projections of operating revenues, net income, business net income, earnings per share, business earnings per share, capital expenditures, cost savings, restructuring costs, positive or negative synergies, dividends, capital structure or other financial items or ratios;
- statements of our profit forecasts, trends, plans, objectives or goals, including those relating to products, clinical trials, regulatory approvals and competition; and
- statements about our future events and economic performance or that of France, the United States or any other countries in which we operate.

This information is based on data, assumptions and estimates considered as reasonable by Sanofi as at the date of this prospectus supplement and undue reliance should not be placed on such statements.

Words such as "believe," "anticipate," "plan," "expect," "intend," "target," "estimate," "project," "predict," "forecast," "guideline," "should" and similar expressions are intended to identify forward looking statements but are not the exclusive means of identifying such statements.

Forward looking statements involve inherent, known and unknown, risks and uncertainties associated with the regulatory, economic, financial and competitive environment, and other factors that could cause future results and objectives to differ materially from those expressed or implied in the forward looking statements. Such risk factors, some of which are discussed under "Item 3. Key Information D. Risk Factors" of our 2012 Form 20-F (as defined herein), include but are not limited to the following:

- we rely on our patents and proprietary rights to provide exclusive rights to market certain of our products, and if such patents and other rights were limited or circumvented, our financial results could be materially and adversely affected;
- product liability claims could adversely affect our business, results of operations and financial condition;
- claims and investigations relating to competition law, marketing practices, pricing, compliance issues, as well as other legal matters, could adversely affect our business, results of operations and financial condition;
- changes in the laws or regulations that apply to us could affect the Group's business, results of operations and financial condition;
- our strategic objectives may not be fully realized;
- our own research and development efforts may not succeed in adequately renewing our product portfolio;

we may lose market share to competing remedies or generic brands if they are perceived to be equivalent or superior products;

the diversification and globalization of the Group's business exposes us to increased risks;

Table of Contents

- our products and manufacturing facilities are subject to significant government regulations and approvals, which are often costly and could result in adverse consequences to our business if we fail to comply with the regulations or maintain the approvals;

- our indebtedness may limit our business flexibility compared to some of our peers;

- we face increasing pricing and reimbursement pressure on our pharmaceutical products that could negatively affect our revenues and/or margin;

- the ongoing slowdown of global economic growth and the financial crisis could have negative consequences for our business;

- the manufacture of our products is technically complex, and supply interruptions, product recalls or inventory losses caused by unforeseen events may reduce sales, adversely affect our operating results and financial condition and delay the launch of new products; and

- risks related to financial markets.

We caution you that the foregoing list of factors is not exclusive and a number of important factors, discussed under "Item 3. Key Information D. Risk Factors" of our 2012 Form 20-F (as defined herein) could affect the future results and cause actual results to differ materially from those contained in any forward looking statements. Additional risks, not currently known or considered immaterial by the Group, may have the same unfavorable effect and investors may lose all or part of their investment.

Forward looking statements speak only as of the date they are made. Other than required by law, we do not undertake any obligation to update them in light of new information or future developments.

Table of Contents

INCORPORATION OF INFORMATION WE FILE WITH THE SEC

We have filed with the U.S. Securities and Exchange Commission (the "SEC") a registration statement on Form F-3 relating to the notes covered by this prospectus supplement and the attached prospectus. This prospectus supplement and the attached prospectus are part of that registration statement and do not contain all the information in the registration statement. Whenever a reference is made in this prospectus supplement and the attached prospectus to a contract or other document of Sanofi, the reference is only a summary. You should refer to the exhibits that are a part of the registration statement for a copy of the contract or other document. You may review a copy of the registration statement at the SEC's public reference room in Washington, D.C., as well as through the SEC's Internet site (http://www.sec.gov).

The SEC allows us to incorporate by reference the information we file with them, which means that:

- incorporated documents are considered part of this prospectus supplement and the attached prospectus;
- we can disclose important information to you by referring to those documents; and
- information that we file with the SEC in the future and incorporate by reference herein will automatically update and supersede information in this prospectus supplement and the attached prospectus and information previously incorporated by reference herein and therein.

The information that we incorporate by reference is an important part of this prospectus supplement and the attached prospectus.

Each document incorporated by reference is current only as of the date of such document, and the incorporation by reference of such documents shall not create any implication that there has been no change in our affairs since the date thereof or that the information contained therein is current as of any time subsequent to its date. Any statement contained in such incorporated documents shall be deemed to be modified or superseded for the purpose of this prospectus supplement and the attached prospectus to the extent that a subsequent statement contained in another document we incorporate by reference at a later date modifies or supersedes that statement. Any such statement so modified or superseded shall not be deemed, except as so modified or superseded, to constitute a part of this prospectus.

We incorporate herein by reference:

- Our Annual Report on Form 20-F for the year ended December 31, 2012 (the "2012 Form 20-F") (File No. 001-31368), filed with the SEC on March 7, 2013;
- Exhibits 99.2 and 99.3 of our report on Form 6-K furnished to the SEC on March 11, 2013 that expressly states that we incorporate it by reference in the registration statement on Form F-3 of which this prospectus supplement and attached prospectus are a part and that contains our ratio of earnings to fixed charges and a statement of computation of such ratio; and
- Any document filed in the future with the SEC under Sections 13(a) and 13(c) or 15(d) of the Exchange Act after the date of this prospectus supplement and the attached prospectus and until this offering is completed. Any report on Form 6-K that we furnish to the SEC on or after the date of this prospectus supplement (or portions thereof) is incorporated by reference in this prospectus supplement and the attached prospectus only to the extent that the report expressly states that we incorporate it (or such portions) by reference into this prospectus supplement and the attached prospectus and that it is not subsequently superseded.

Table of Contents

You may also request a copy of documents incorporated by reference at no cost, by contacting us orally or in writing at the following address and telephone number: Investor Relations, 54, rue la Boétie, 75008 Paris, France, Tel. No.: +33-1-53-77-45-45.

The 2012 Form 20-F and any other information incorporated by reference is considered to be a part of this prospectus supplement and the attached prospectus. The information in this prospectus supplement, to the extent applicable, automatically updates and supersedes the information in the 2012 Form 20-F.

We are responsible for the information contained or incorporated by reference in this prospectus supplement, the attached prospectus and any related free-writing prospectus we prepare or authorize. We have not, and the underwriters have not, authorized any other person to provide you with any other information, and we take no responsibility for any other information that others may give you. We are not, and the underwriters are not, making an offer to sell these notes in any jurisdiction where the offer or sale is not permitted. You should not assume that the information appearing in this prospectus supplement, the attached prospectus and the documents incorporated by reference herein or therein, is accurate as of any date other than the date on the front of these documents. Our business, financial condition, results of operations and prospects may have changed since that date.

Table of Contents

SUMMARY

This summary does not contain all of the information that may be important to you. You should read carefully the entire prospectus supplement, the attached prospectus and the additional documents incorporated by reference herein for more information about us.

Overview

We are a diversified healthcare group engaged in the research, development, manufacture and marketing of healthcare products. In 2012, our net sales amounted to €34,947 million. We are the fourth largest pharmaceutical group in the world and the third largest pharmaceutical group in Europe (source: IMS sales 2012). Sanofi is the parent of a consolidated group of companies. Our business is organized around three principal activities: Pharmaceuticals, Human Vaccines through Sanofi Pasteur and Animal Health through Merial Limited.

Our registered office is located at 54, rue la Boétie, 75008 Paris, France, and our main telephone number is +33 1 53 77 40 00.

Table of Contents

THE OFFERING

Please refer to "Description of the Notes" on page S-15 of this prospectus supplement and "Description of Debt Securities We May Offer" on page 10 of the attached prospectus for more information about the notes.

Issuer	Sanofi
Notes Offered	$1,500,000,000 in principal amount of 1.250% notes due 2018 (the "notes")
Maturity Date	April 10, 2018.
Interest Rate	The notes will bear interest from April 10, 2013 at a fixed rate of 1.250% per annum.
Interest Payment Dates	Interest on the notes will be paid semi-annually in arrears on April 10 and October 10 of each year, commencing on October 10, 2013.
Regular Record Dates	Close of business on March 25 and September 25, as applicable.
Day Count Convention	Interest on the notes will be calculated on the basis of a 360-day year consisting of twelve 30-day months.
	If any payment is due on the notes on a day that is not a business day (as defined in "Description of the Notes" in this prospectus supplement), we will make the payment on the day that is the next business day. Payments postponed to the next business day in this situation will be treated as if they were made on the original due date. Postponements of this kind will not result in a default, and no interest will accrue on the postponed amount from the original due date to the next day that is a business day.
Optional Redemption	We have the right at our option to redeem the notes, in whole or in part, at any time or from time to time, prior to their maturity, at the redemption price set forth herein (including a "make-whole" premium) together with accrued and unpaid interest, if any, on the principal amount of the notes to be redeemed up to, but not including, the redemption date. See "Description of the Notes Redemption Optional Redemption."
Optional Tax Redemption	Under certain circumstances, the notes may be redeemed, in whole but not in part, at our option at a redemption price equal to 100% of the principal amount of the notes, together with interest accrued to (but excluding) the date fixed for redemption, if we would be required to pay additional amounts with respect to the notes. See "Description of the Notes Redemption Tax Redemption" herein and "Description of Debt Securities We May Offer Special Situations Optional Tax Redemption" in the attached prospectus, and "Description of the Notes Payment of Additional Amounts" in this prospectus supplement.

Table of Contents

Ranking	The notes will be unsecured and unsubordinated and therefore will rank equally with all of our other existing and future unsecured and unsubordinated indebtedness.
Payment of Additional Amounts	If French law requires that payments of principal and interest in respect of the notes be subject to deduction or withholding in respect of any present or future taxes or duties levied by the Republic of France, we may be required to pay holders additional amounts so that the amount holders receive will be the amount they would have received had such withholding or deduction not been required, subject to certain exceptions and limitations set forth under "Description of Notes Payment of Additional Amounts" in this prospectus supplement. If we merge with an entity in a jurisdiction other than France, then the same will apply if withholding taxes are imposed by that other jurisdiction.
Covenants and Events of Default	The terms and conditions of the notes provide for a limited negative pledge and limited conditions on certain merger and consolidation transactions and our ability to transfer our respective assets substantially as an entirety as well as for certain events of default. There are no covenants restricting our (including our subsidiaries') ability to make payments, incur indebtedness, dispose of assets, issue and sell capital stock, enter into transactions with affiliates or engage in business other than our present business. For further information, see "Description of Debt Securities We May Offer Special Situations Merger and Similar Events" and "Description of Debt Securities We May Offer Special Situations Negative Pledge" in the attached prospectus and "Description of Debt Securities We May Offer Default and Related Matters Events of Default" in the attached prospectus, and "Description of Notes Events of Default" in this prospectus supplement.
Book-entry Issuance, Settlement and Clearance	We will issue the notes solely in book-entry form in minimum denominations of $2,000 and integral multiples of $1,000 in excess thereof. The notes will be represented by one or more global securities deposited with DTC and registered in the name of Cede & Co., as nominee of DTC. You will hold beneficial interests in the notes through DTC, and DTC and its direct and indirect participants (including Euroclear and Clearstream, Luxembourg) will record your beneficial interest on their books. We will not issue certificated notes except in limited circumstances that we explain under "Legal Ownership" in the attached prospectus. Settlement of the notes will occur through DTC in same-day funds. For information on DTC's book-entry system, see "Clearance and Settlement" in the attached prospectus.

Table of Contents

Additional Notes	We may, at our option, at any time and without giving notice to or seeking the consent of the then-existing noteholders issue additional notes in one or more transactions subsequent to the date of this prospectus supplement with terms (other than the issuance date, the date upon which interest begins to accrue and, in some cases, the first interest payment date) identical to the notes offered hereby. These additional notes will be deemed to be part of the same series as the notes offered hereby and will provide the holders of these additional notes the right to vote together with holders of the notes offered hereby. Such additional notes will be issued with no more than *de minimis* original issue discount for U.S. federal income tax purposes or be part of a qualified reopening for U.S. federal income tax purposes.
Defeasance and Discharge	Subject to certain conditions and exceptions, we may legally release ourselves from any payment or other obligations on the notes, or be released from certain covenants, by depositing funds or obligations issued by the United States government in an amount sufficient to provide for the timely payment of principal, interest and other amounts due under the notes as described under "Description of Debt Securities We May Offer Special Situations Defeasance and Discharge" in the attached prospectus.
Sinking Fund	None.
Risk Factors	You should carefully consider all of the information in this prospectus supplement and the attached prospectus, which includes information incorporated by reference. In particular, you should evaluate the specific factors under "Risk Factors" on page S-9 of this prospectus supplement for risks related to an investment in the notes, in addition to the risk factors included in the 2012 Form 20-F.
Trustee Registrar and Paying Agent	Deutsche Bank Trust Company Americas.
Listing	We do not intend to list the notes on any securities exchange or automated quotation system.
Governing Law	New York.
Use of Proceeds	The net proceeds of the offering, after deduction of underwriting discounts and commissions and expenses, amount to approximately $1,487.6 million. We intend to use the net proceeds for our general corporate purposes (including the repayment of existing borrowings).

Table of Contents

RISK FACTORS

We urge you to carefully review the risks described below, together with the risks described in the documents incorporated by reference into this prospectus supplement and the attached prospectus, including in particular the 2012 Form 20-F before you decide to purchase notes. If any of these risks actually occur, our business, financial condition and results of operations could suffer, and the trading price and liquidity of the notes could decline, in which case you may lose all or part of your investment.

Risks relating to an investment in the notes

We may incur substantially more debt in the future.

We may incur substantial additional indebtedness in the future, including in connection with future acquisitions, some of which may be secured by our assets. The terms of the notes and the indenture under which they are issued will not limit the amount of indebtedness we may incur. Any such incurrence of additional indebtedness could exacerbate the risks that holders of the notes currently face.

At any point in time there may or may not be an active trading market for our notes.

At any point in time there may or may not be an active trading market for our notes. We have not listed and do not intend to list the notes on any securities exchange or automated quotation system. In addition, underwriters, broker-dealers and agents that participate in the distribution of the notes may make a market in the notes as permitted by applicable laws and regulations but will have no obligation to do so, and any such market-making activities with respect to the notes may be discontinued at any time without notice. If any of the notes are traded after their initial issuance, they may trade at a discount from their initial offering price. Factors that could cause the notes to trade at a discount are, among others:

- an increase in prevailing interest rates;
- a decline in our credit worthiness;
- the time remaining to the maturity;
- a weakness in the market for similar securities; and
- declining general economic conditions.

Direct creditors of our subsidiaries will generally have superior claims to cash flows from those subsidiaries.

Sanofi receives cash flows from its subsidiaries which can be used to meet its payment obligations under the notes. Since the creditors of any of these subsidiaries generally have a right to receive payment that is superior to Sanofi's right to receive payment from the assets of such subsidiary, holders of the notes will be effectively subordinated to creditors of the subsidiaries insofar as cash flows from those subsidiaries are relevant to meeting payment obligations under the notes. The terms and conditions of the notes and the indenture under which they are issued do not limit the amount of liabilities that subsidiaries of Sanofi may incur. As of December 31, 2012, our outstanding net financial debt amounted to €7,719 million, of which €6,670 million represented the total outstanding debt of Sanofi and €1,049 million represented the net financial debt of other Group entities. The latter corresponds to the net financial debt of such other Group entities after applying the relevant consolidation percentage and eliminating intragroup financial debt. In addition, certain subsidiaries are or may become subject to statutory or contractual restrictions on their ability to pay dividends or otherwise distribute or lend cash to Sanofi which could also limit the amount of funds available to meet payment obligations under the notes.

Table of Contents

Since the notes are unsecured, your right to receive payments will be effectively subordinated to the rights of any secured creditors.

The notes that we are offering will be unsecured. Although the indenture governing our notes contains a negative pledge that prohibits us and our principal subsidiaries from pledging assets and granting other security to secure certain types of bonds or similar debt instruments unless we make a similar pledge (or otherwise provide security approved by the bondholders) to secure the debt securities offered pursuant to this prospectus supplement as described under "Description of Debt Securities We May Offer Special Situations Negative Pledge" of the attached prospectus, we and our principal subsidiaries are otherwise entitled to pledge our assets to secure debts. If we default on the notes, or in the event of bankruptcy, liquidation or reorganization, then, to the extent we have previously granted security over our assets to secure debts, the assets that secure those debts will then be used to satisfy the obligations under that secured debt before we can make payment on the notes. As a result, there may not be enough assets available to make payments on the notes. If there are not enough assets to satisfy the obligations of the secured debt, then the remaining amounts on the secured debt would share equally with all unsubordinated unsecured indebtedness, including debt securities, in any remaining assets.

We are not restricted in our ability to dispose of our assets by the terms of the notes.

We are generally permitted to sell or otherwise dispose of any, or of substantially all, of our assets to another corporation or other entity under the terms of the notes. If we decide to dispose of a large amount of our assets, you will not be entitled to declare an acceleration of the maturity of the notes, and except in the case of the sale of substantially all of our assets, or another similar transaction, as described in "Description of Debt Securities We May Offer Special Situations Mergers and Similar Events" of the attached prospectus, those assets will no longer be available to support our notes.

Our credit ratings may not reflect all risks of an investment in the notes.

The credit ratings ascribed to the notes are intended to reflect the subjective expectations of nationally recognized statistical rating organizations concerning our ability to meet our future payment obligations in respect of the notes, and may not reflect the potential impact of all risks related to an investment in the notes and other factors on the value of the notes. In addition, actual or anticipated changes in our credit ratings may generally be expected to affect the market value of the notes.

French insolvency law may supersede certain provisions of the Indenture

Under French insolvency law, holders of debt securities (*obligations*) which would include the notes issued hereunder and any other debt securities (*obligations*) issued under any other instruments, are automatically grouped into a single assembly of holders (the "Assembly") during an accelerated financial safeguard proceeding (*procédure de sauvegarde financière accélérée*), a safeguard proceeding (*procédure de sauvegarde*) or a judicial reorganization proceeding (*procédure de redressement judiciaire*) in order to vote on the restructuring plan. The vote occurs within six months from the judgment opening the proceeding. Before the expiry of the six month period, the creditors' committees must vote on the proposals of the restructuring plan submitted by the debtor. If Sanofi were the subject of such proceedings, the Assembly would be comprised of the bondholders, i.e., all holders of all debt securities issued by Sanofi, including the notes, and regardless of their governing law. The Assembly would be called to deliberate on a draft safeguard plan (*projet de plan de sauvegarde or projet de plan de sauvegarde financière accélérée*) or a judicial reorganization plan (*projet de plan de continuation*) with respect to Sanofi and may further agree to:

- reschedule and/or write-off the debt represented by the debt securities (including the notes);
- decide to convert debt securities (including the notes) into shares; and

Table of Contents

treat different types of debt securities holders (including the noteholders) differently, if justified by differences in circumstances.

Decisions of the Assembly would be taken by a two-thirds majority of the amount of debt held by all the bondholders present or represented (except those for who the draft plan (i) does not modify the terms and conditions of their repayment or (ii) provides for a full repayment in cash upon the plan's adoption or upon their claims admission). The Assembly is not subject to quorum requirements.

Certain provisions of the Indenture may not be enforced or enforceable in these circumstances.

Transactions in the notes could be subject to a future European financial transaction tax.

The European Commission has proposed a directive that, if adopted in its current form, would subject transactions in securities such as the notes to a financial transaction tax provided that at least one party to the transaction is "established" (the scope of which may be broad) in the "FTT-zone" (currently eleven European participating member states) and that a financial institution "established" (the scope of which may be broad) in the "FTT-zone" is party to the transaction, acting either for its own account or for the account of another person, or is acting in the name of a party to the transaction. The proposed directive would call for 11 European member states, including France, to impose a tax of at least 0.1% on all such transactions, generally determined by reference to the amount of consideration paid. If the proposed directive is adopted or any similar tax is imposed, transactions in the notes would be subject to higher costs and the liquidity of the notes may be diminished.

You may be unable to recover in civil proceedings for U.S. securities laws violations.

Sanofi is a corporation organized under the laws of France. All of our directors are citizens and, to the best of our knowledge, residents of countries other than the United States, and a large portion of our assets are located outside of the United States. Accordingly, it may be difficult for investors to effect service of process on or obtain jurisdiction over us or our directors in courts in the United States and enforce against us or them judgments obtained against us or them. In addition, we cannot assure you that civil liabilities predicated upon the federal securities laws of the United States will be enforceable in France. See "Enforceability of Certain Civil Liabilities" in the attached prospectus.

The notes may be redeemed prior to maturity.

We may, and in certain circumstances will, be compelled to redeem all outstanding notes in accordance with the "Description of the Notes" in this prospectus supplement. Any redemption of the notes prior to the initial maturity date could cause the yield anticipated by investors to be considerably less than anticipated. In addition, investors that choose to reinvest monies they receive through a redemption of the notes prior to the initial maturity date may be able to do so only in securities with a lower yield than the redeemed notes.

Table of Contents

CAPITALIZATION AND INDEBTEDNESS

The following table sets forth our cash and cash equivalents, short term debt, including current portion of long term debt and our capitalization as of December 31, 2012 (prepared on the basis of International Financial Reporting Standards as issued by the International Accounting Standards Board ("IFRS")) and as adjusted to reflect the issuance and sale of $1,500,000,000 aggregate principal amount of notes after deducting underwriting discounts and commissions and estimated offering expenses.

	December 31, 2012	
	Actual	**As adjusted[(1)]**
	EUR in millions	**EUR in millions**
(A) Cash and cash equivalents	**6,381**	**7,541**
(B) Short-term debt, and current portion of long-term debt	**3,812**	**3,812**
(C) Long-term debt	**10,719**	**11,888**
(D) Equity attributable to non-controlling interests	**134**	**134**
(E) Equity attributable to equity holders of Sanofi:		
Share capital	2,653	2,653
Additional paid-in capital and retained earnings	52,903	52,903
Treasury shares	(207)	(207)
Stock options and other share-based payments	2,160	2,160
Other items recognized directly in equity	(171)	(171)
Equity attributable to equity holders of Sanofi	**57,338**	**57,338**
(F) Capitalization (C+D+E)	**68,191**	**69,360**

(1) For the purposes of the amounts shown in this table, the aggregate principal amount of the notes issued pursuant to this prospectus supplement has been converted from U.S. dollars to euro using an exchange rate of €1.00 = U.S.$1.2828, the European Central Bank rate on April 3, 2013, for a total amount of €1,169.3 million which, after deducting underwriting discounts and commissions and estimated offering expenses, amounts to €1,159.7 million.

As of March 29, 2013, following the repurchase and cancellation of shares in accordance with its share repurchase program, the value of the treasury shares of Sanofi amounted to €613 million.

Further, on March 28, 2013, Sanofi repaid US$1.0 billion of long-term debt from available cash.

Table of Contents

USE OF PROCEEDS

The net proceeds of the offering, after deduction of underwriting discounts and commissions and expenses, amount to approximately $1,487.6 million.

We intend to use the net proceeds for our general corporate purposes (including the repayment of existing borrowings).

Table of Contents

RECENT DEVELOPMENTS

Litigation

Concerning the social plan for the activities of the Sanofi Group in France (see note D.19.2 to the consolidated financial statements included in the 2012 Form 20-F), on March 11, 2013, the Court of Appeals of Paris (*Cour d'appel de Paris*) ordered that the information and consultation procedure of the central works council (*comité central d'entreprise*) of sanofi-aventis Recherche et Développement be re-initiated.

On March 21, 2013, the U.S. District Court for the Southern District of New York agreed to certify a class of ADR holders in the Zimulti®/Acomplia® (rimonabant) class action, but rejected the plaintiffs' proposed class of ordinary shareholders.

Acquisitions/divestitures

The closing of the acquisition of Genfar S.A. (Genfar) took place on March 20, 2013.

R&D portfolio

On March 21, 2013, following a re-examination of its December 13, 2012 negative opinion refusing marketing authorization for Kynamro (mipomersen), the Committee for Medicinal Products for Human Use (CHMP) of the European Medicines Agency (EMA) confirmed the refusal of the marketing authorization.

On March 22, 2013, the CHMP issued a positive opinion regarding the approval of once-daily, oral Aubagio® (teriflunomide) for the treatment of adult patients with relapsing-remitting multiple sclerosis (MS) but did not recommend that Aubagio® receive a new active substance (NAS) designation. Sanofi is considering all options and planning to request a re-examination of the new active substance designation.

Table of Contents

DESCRIPTION OF THE NOTES

The following description of the particular terms of the notes supplements and, as applicable supersedes the description of the general terms set forth in the attached prospectus under the heading "Description of Debt Securities We May Offer." It is important for you to consider the information contained in this prospectus supplement and the attached prospectus before making your decision to invest in the notes. If any specific information regarding the notes in this prospectus supplement is inconsistent with the more general terms of the notes described in the attached prospectus, you should rely on the information contained in this prospectus supplement.

However, as indicated in the "Description of Debt Securities We May Offer," the indenture to be entered into between us and Deutsche Bank Trust Company Americas will contain the full legal text governing the matters summarized in the referenced section "Description of Debt Securities We May Offer" of the attached prospectus and in this section, and such sections are subject to and qualified in their entirety by reference to all the provisions of the indenture. See the "Description of Debt Securities We May Offer" for more information.

General

We will offer the notes under an indenture between Sanofi (the "**Issuer**") and Deutsche Bank Trust Company Americas, as trustee, to be dated as of April 10, 2013 (the "**Indenture**"). The notes will be issued only in fully registered form without coupons in minimum denominations of U.S.$2,000 and integral multiples of U.S.$1,000 in excess thereof. The notes will be unsecured and unsubordinated and therefore will rank equally with all of our other existing and future unsecured and unsubordinated debt.

The notes will be governed by and construed in accordance with the laws of the State of New York.

Principal, Interest and Maturity

The notes offered by this prospectus supplement are the $1,500,000,000 in principal amount of 1.250% Notes due 2018 (the "**Notes**").

The Notes will mature at par on April 10, 2018.

The Notes will bear interest from April 10, 2013 at a rate of 1.250% per annum. Interest on the Notes will be payable on April 10 and October 10 of each year (each, an "**Interest Payment Date**"), commencing on October 10, 2013, to the holders in whose name the Notes are registered at the close of business on March 25 and September 25, as applicable (which are the regular record dates), immediately preceding the related Interest Payment Date.

We will pay interest on the Notes on the Interest Payment Dates stated above and at maturity. Each payment of interest due on an Interest Payment Date or at maturity will include interest accrued from and including the last date to which interest has been paid or made available for payment, or from the issue date, if none has been paid or made available for payment, to but excluding the relevant payment date. We will compute interest on the Notes on the basis of a 360-day year of twelve 30-day months.

If any payment is due on the Notes on a day that is not a Business Day (as defined below), we will make the payment on the day that is the next Business Day. Payments postponed to the next Business Day in this situation will be treated under the Indenture as if they were made on the original due date. Postponement of this kind will not result in a default under the Notes or the Indenture, and no interest will accrue on the postponed amount from the original due date to the next day that is a Business Day.

"**Business Day**" means (i) in respect of any payment due on the Notes, each Monday, Tuesday, Wednesday, Thursday and Friday which is not a day on which banking or trust institutions in New York

Table of Contents

or London are authorized generally or obligated by law, regulation or executive order to close; and (ii) in respect of any other matter, including any other notice period, set forth herein or in the attached prospectus or in the Indenture, each Monday, Tuesday, Wednesday, Thursday and Friday which is not a day on which banking or trust institutions in New York or Paris are authorized generally or obligated by law, regulation or executive order to close.

Payment of Additional Amounts

With respect to the Notes offered hereby, the information under the heading "Description of Debt Securities We May Offer Special Situations Payment of Additional Amounts" in the attached prospectus is superseded by the following:

Payment of Additional Amounts

We will make payments on the Notes without withholding any taxes unless otherwise required to do so by French law. If the Republic of France or any tax authority therein requires us to withhold or deduct amounts from payment on a Note for or on account of taxes or any other governmental charges, subject to the exceptions described below, we will, to the fullest extent then permitted by law, be required to pay you additional amounts so that the net amount you receive will be the amount specified in the Note to which you would otherwise have been entitled. We will not have to pay additional amounts under any of the following circumstances:

- The holder or beneficial owner of the Notes (or a third party holding on behalf of the holder or such beneficial owner) is subject to such tax or governmental charge by reason of having some connection to the Republic of France requiring such withholding or deduction, other than the mere holding or beneficial ownership of the Note.

- Taxes that are imposed or levied by reason of the failure of such holder or beneficial owner to present (where presentation is required) its Note within 30 calendar days after we have made available to such holder or beneficial owner a payment under the Notes and the Indenture (excluding any additional amounts to which such holder or beneficial owner would have been entitled had its Notes been presented on any day within such 30 calendar day period).

- The tax or governmental charge is on account of an estate, inheritance, gift, sale, transfer, personal property or similar tax or other governmental charge.

- The tax or governmental charge is for a tax or governmental charge that is payable in a manner that does not involve withholding or deduction.

- The tax or governmental charge is imposed or withheld because the holder or beneficial owner failed:

  - to provide information about the nationality, residence or identity of the holder or beneficial owner; or

  - to make a declaration or satisfy any information requirements that the statutes, treaties, regulations or administrative practices of the Republic of France require as a precondition to exemption from all or part of such tax or governmental charge.

- The withholding or deduction is imposed pursuant to the European Union Directive 2003/48/EC regarding the taxation of savings income, or any other directive amending, supplementing or replacing such directive, or any law implementing or complying with, or introduced in order to conform to, such directive or directives.

- The withholding or deduction is imposed on a holder or beneficial owner who could have avoided such withholding or deduction by presenting its Notes to another paying agent.

Table of Contents

The holder is a fiduciary or partnership or an entity that is not the sole beneficial owner of the payment of the principal of, or any interest on, any Note, and the laws of the Republic of France require the payment to be included in the income of a beneficiary or settlor for tax purposes with respect to such fiduciary or a member of such partnership or a beneficial owner who would not have been entitled to such additional amounts had it been the holder of such security.

These provisions will also apply to any taxes or governmental charges imposed by any jurisdiction in which a successor to the Issuer by merger is organized or if we otherwise change the jurisdiction in which the Issuer is organized or resident for tax purposes, except that the name of the jurisdiction of the successor, or our new jurisdiction of organization or residency for tax purposes, will be substituted for the Republic of France.

Redemption

As explained below, we may redeem the Notes before they mature in the circumstances and at the prices described below, including if certain tax-related events occur. This means we may repay them early. You have no right to require us to redeem the Notes. Notes will stop bearing interest on the applicable redemption date, even if you do not collect your money.

Optional Redemption

We have the right at our option to redeem the Notes, in whole or in part, at any time or from time to time, prior to their maturity, on at least 30 days' but no more than 60 days' prior written notice mailed to the registered holders of the Notes to be redeemed. If we only redeem some of the Notes, the Notes to be redeemed will be selected by the trustee by such method as the trustee deems fair and appropriate and, as long as the Notes are in the form of global securities, in accordance with DTC's procedures.

We may redeem the Notes at our option at a redemption price equal to the greater of (i) 100% of the principal amount of the Notes to be redeemed, and (ii) the sum of the present values of the Remaining Scheduled Payments (as defined below) of principal and interest thereon (excluding interest accrued to the date of redemption) discounted to the redemption date on a semi-annual basis (assuming a 360-day year consisting of twelve 30-day months) at a rate per annum equal to the Treasury Rate plus the Applicable Redemption Margin for the Notes to be redeemed. We will also pay you accrued interest on the principal amount of the Notes that we redeem up to, but not including, the date of redemption.

"**Applicable Redemption Margin**" means 0.100% per annum.

"**Treasury Rate**" means, with respect to any redemption date, the rate per annum equal to the semi-annual equivalent yield to maturity or interpolated maturity (on a day count basis) of the Comparable Treasury Issue, assuming a price for the Comparable Treasury Issue (expressed as a percentage of its principal amount) equal to the Comparable Treasury Price for such redemption date.

"**Comparable Treasury Issue**" means the United States Treasury security or securities selected by an Independent Investment Banker as having an actual or interpolated maturity comparable to the remaining term of the Notes to be redeemed that would be utilized, at the time of selection and in accordance with customary financial practice, in pricing new issues of corporate debt securities of a comparable maturity to the remaining term of such Notes.

"**Independent Investment Banker**" means one of the Reference Treasury Dealers appointed as such by the Issuer.

Table of Contents

"**Comparable Treasury Price**" means, with respect to any redemption date (1) the average of the Reference Treasury Dealer Quotations for such redemption date, after excluding the highest and the lowest such Reference Treasury Dealer Quotations for such redemption date, or (2) if the trustee obtains fewer than four such Reference Treasury Dealer Quotations, the average of all such quotations.

"**Reference Treasury Dealer**" means each of Barclays Capital Inc., Deutsche Bank Securities Inc., J.P. Morgan Securities LLC and Merrill Lynch, Pierce, Fenner & Smith Incorporated or their affiliates and one other nationally recognized primary U.S. government securities dealer in New York City (each, a "primary treasury dealer") designated by us. If at the time of the selection by the Issuer of the Independent Investment Banker, any of the foregoing is not a primary treasury dealer, we will substitute another primary treasury dealer.

"**Reference Treasury Dealer Quotation**" means with respect to each Reference Treasury Dealer and any redemption date, the average, as determined by the Independent Investment Banker, of the bid and ask prices for the Comparable Treasury Issue (expressed in each case as a percentage of its principal amount) quoted in writing or by email to the trustee by such Reference Treasury Dealer at 3:30 p.m. New York City time, on the third business day preceding such redemption date.

"**Remaining Scheduled Payments**" means, with respect to each Note to be redeemed, the remaining scheduled payments of the principal thereof and interest thereon that would be due after the related Redemption Date for such redemption; provided, however, that, if such redemption date is not an Interest Payment Date with respect to such Note, the amount of the next succeeding scheduled interest payment thereon will be reduced by the amount of interest accrued thereon to such Redemption Date.

The notice of redemption will state any conditions applicable to a redemption and the amount of Notes to be redeemed. If less than all the Notes are to be redeemed, the Notes to be redeemed shall be selected by the trustee by such method as the trustee deems fair and appropriate, and, as long as the Notes are in the form of global securities, in accordance with DTC's procedures.

Tax Redemption

We may redeem the Notes as described under "Description of Debt Securities We May Offer Special Situations Optional Tax Redemption" in the attached prospectus.

Covenants

Holders of the Notes will benefit from certain covenants contained in the Indenture and affecting our ability to incur liens and merge with other entities. You should read the information under the heading "Description of Debt Securities We May Offer Special Situations Negative Pledge" and "Description of Debt Securities We May Offer Special Situations Mergers and Similar Events" in the attached prospectus.

Events of Default

Holders of the Notes will have specific rights if an event of default occurs. You should read the information under the heading "Description of Debt Securities We May Offer Default and Related Matters Events of Default" in the attached prospectus.

With respect to the Notes offered hereby, the information in the fourth bullet under the heading "Description of Debt Securities We May Offer Default and Related Matters Events of Default" in the attached prospectus is hereby replaced by the following:

> "(A) any borrowed money of the Issuer or of any Principal Subsidiary becomes due and repayable prematurely by reason of a default in relation thereto or (B) any such borrowed money is not paid

at maturity as extended by any applicable grace period or (C) any guarantee or indemnity in respect of any borrowed money of a third party given by the Issuer or any Principal Subsidiary is not honored when due, following a demand for payment made under such guarantee or indemnity where such demand is necessary, taking into account any applicable grace period, unless in the case of (C) hereof (x) it has been disputed in good faith that such guaranteed or indemnified third party borrowed money is due or payable or that such guarantee or indemnity is callable or that such demand for payment is valid and such dispute has been submitted to a competent court, in which case such event shall not constitute an event of default hereunder, so long as the dispute shall not have been finally adjudicated or (y) payment under such guarantee or indemnity is prohibited by laws of mandatory application or under an order or decision by a court or authority and *provided that* in the case of (A), (B) or (C) hereof, such borrowed money of the Issuer or such Principal Subsidiary, or the amount of the failure to pay by the Issuer or the relevant Principal Subsidiary under such guarantee or indemnity given in respect of such third party borrowed money, is in an aggregate nominal amount of at least €100,000,000 (or its equivalent in any other currency), unless in any such event the amount due is not paid due to circumstances affecting the making or clearing of the payment which are outside the control of the Issuer or the Principal Subsidiary, as the case may be, in which case such event shall not constitute an event of default so long as such circumstances continue in existence;"

For the purpose of the foregoing, "Principal Subsidiary" means at any relevant time any company or other entity the accounts of which are consolidated with those of the Issuer and which, together with its own Subsidiaries, accounts for at least 15 percent of the net consolidated annual sales of the Issuer as disclosed from time to time in its latest consolidated annual financial statements. For further information, see "Description of Debt Securities We May Offer Default and Related Matters Events of Default" in the attached prospectus.

Further Issuances

We reserve the right, from time to time, without giving notice to or seeking the consent of the holders of the Notes, to issue additional notes on terms and conditions identical to those of the Notes (other than the issuance date, the date upon which interest begins to accrue and, in some cases, the first interest payment date), which additional notes shall increase the aggregate principal amount of, and shall be consolidated and form a single series with, the Notes. Any such additional notes will be issued with no more than *de minimis* original issue discount for U.S. federal income tax purposes or be part of a qualified reopening for U.S. federal income tax purposes. We may also issue other securities under the Indenture that have different terms from the Notes.

Form of Notes, Clearance and Settlement

The Notes will be issued as one or more global securities. You should read "Legal Ownership Global Securities" in the attached prospectus for more information about global securities. We will not issue physical certificates representing the Notes except in the limited circumstances we explain under "Legal Ownership Global Securities Special Situations in Which a Global Security is Exchangeable for Physical Certificates" in the attached prospectus.

The Notes will be issued in the form of global securities deposited in DTC and registered in the name of Cede & Co., as the nominee of DTC. Beneficial interests in the Notes may be held through DTC, Clearstream, Luxembourg or Euroclear. For more information about global securities held by DTC through DTC, Clearstream, Luxembourg or Euroclear, you should read "Clearance and Settlement" in the attached prospectus.

It is expected that delivery of the Notes will be made against payment for them on or about April 10, 2013.

Table of Contents

The Notes have been accepted for clearance through the DTC, Euroclear and Clearstream systems with the following codes: CUSIP 801060AB0 and ISIN US801060AB05.

Notices

As long as Notes in global form are outstanding, notices to be given to holders of the Notes will be given to DTC for transmission to direct holders only, in accordance with its applicable procedures from time to time.

Neither the failure to give any notice to a particular holder, nor any defect in a notice given to a particular holder, will affect the sufficiency of any notice given to another holder.

Trustee

The trustee under our Indenture is Deutsche Bank Trust Company Americas. See "Description of Debt Securities We May Offer Regarding the Trustee" and "Description of Debt Securities We May Offer Default and Related Matters" in the attached prospectus for a description of the trustee's procedures and remedies available in the event of default.

Table of Contents

TAXATION OF DEBT SECURITIES

The following description of tax considerations supersedes in its entirety the description under the heading "Taxation of Debt Securities" in the attached prospectus.

French Taxation

The following generally summarizes the material French tax consequences of purchasing, owning and disposing of the debt securities described in this prospectus. The statements related to French tax laws set forth below are based on the laws in force as of the date hereof, and are subject to any changes in applicable laws and tax treaties after such date.

This discussion applies to debt securities that are in the form of *"obligations"* under French law. If we offer other forms of debt securities, any material tax consequences will be described in the prospectus supplement.

This discussion is intended only as a descriptive summary and does not purport to be a complete analysis or listing of all potential effects of the purchase, ownership or disposition of the debt securities described in this prospectus.

The following summary does not address the treatment of debt securities that are held by a holder who: (i) is a resident of France for the purposes of French taxation, (ii) is a shareholder of the issuer, or (iii) carries on business or performs personal services in France, in connection with a permanent establishment or fixed base.

Investors should consult their own tax advisers regarding the tax consequences of the purchase, ownership and disposition of debt securities in the light of their particular circumstances.

France has recently introduced a comprehensive set of new tax rules applicable to French assets (such as the debt securities) that are held by or in foreign trusts. The following discussion does not address the French tax consequences applicable to debt securities held in trusts.

Taxation of Income

Interest and Other Revenues (including reimbursement premium) from the Debt Securities

French Taxation. Payments of interest and other revenues made by the Issuer with respect to debt securities issued on or after March 1, 2010 will not be subject to the withholding tax set out under Article 125 A III of the French General Tax Code unless such payments are made outside France in a non-cooperative State or territory (*Etat ou territoire non coopératif*) within the meaning of Article 238-0 A of the French General Tax Code (a "Non-Cooperative State"). Irrespective of the tax residence of the holder of the debt securities, a 75% withholding tax will be applicable (subject to certain exceptions and to the more favorable provisions of any applicable double tax treaty) pursuant to Article 125 A III of the French General Tax Code with respect to such payments under the debt securities made in a Non-Cooperative State. Pursuant to the official tax guidelines issued by the French tax authorities (BOFIP BOI-IR-DOMIC-10-20-20-60-201301 21) dated January 21, 2013 (the "Ruling"), such payments under the debt securities would be deemed to be made in a Non-Cooperative State if (i) made to a bank account opened in a financial institution located in a Non-Cooperative State if such payments are made by way of a bank transfer (*inscription en compte*) or (ii) paid or accrued to persons established or domiciled in such Non-Cooperative State if such payments are made in cash, by check or by any other means.

The list of Non-Cooperative States is published by a ministerial executive order which is updated on a yearly basis.

Table of Contents

Furthermore, according to Article 238 A of the French General Tax Code, interest and other revenues on such debt securities paid on a bank account opened in a financial institution located in a Non-Cooperative State or paid or accrued to persons established or domiciled in a Non-Cooperative State will not be deductible from the Issuer's taxable income. Under certain conditions, any such non-deductible interest and other revenues may be recharacterized as deemed distributed income pursuant to Article 109 and seq. of the French General Tax Code, in which case such non-deductible interest and other revenues may be subject to the withholding tax set out under Article 119 bis 2 of the French General Tax Code, at a rate of 30% or 75% subject to more favorable provisions of any applicable double tax treaty.

Notwithstanding the foregoing, neither the 75% withholding tax provided by Article 125 A III of the French General Tax Code, nor the non-deductibility of interest and other revenues (to the extent the relevant interest and other revenues relate to genuine transactions and are not in an abnormal or exaggerated amount), and the withholding tax set out under Article 119 bis 2 of the French General Tax Code that may be levied as a result of such non deductibility, will apply in respect of a particular issue of debt securities if the Issuer can prove that the principal purpose and effect of such issue was not to allow the payments of interest or other revenues to be made in a Non-Cooperative State (the "Exemption"). Pursuant to the Ruling, an issue of debt securities will be deemed not to have such a purpose and effect, and accordingly will be able to benefit from the Exemption if such debt securities are:

(i) offered by means of a public offering within the meaning of Article L.411-1 of the French Monetary and Financial Code or pursuant to an equivalent offer in a State other than a Non-Cooperative State. For this purpose, an "equivalent offer" means any offer requiring the registration or submission of an offer document by or with a foreign securities market authority; or

(ii) admitted to trading on a regulated market or on a French or foreign multilateral securities trading system provided that such market or system is not located in a Non-Cooperative State, and the operation of such market is carried out by a market operator or an investment services provider, or by such other similar foreign entity, provided further that such market operator, investment services provider or entity is not located in a Non-Cooperative State; or

(iii) admitted, at the time of their issue, to the operations of a central depository, or to those of a settlement and delivery systems operator for financial instruments within the meaning of Article L. 561-2 of the French Monetary and Financial Code, or of one or more similar foreign depositories or systems operators, provided that such depository or systems operator is not located in a Non-Cooperative State.

As a consequence, under the Ruling, payments of interest and other revenues made with respect to the notes offered hereby will therefore be made without withholding or deduction for, or on account of taxes imposed by or on behalf of France. Accordingly, such payments will not give rise to any tax credit from any French source.

EU Taxation. On June 3, 2003, the European Council of Economics and Finance Ministers adopted a Savings Directive (in this section "Taxation," the "Savings Directive") on the taxation of savings income under which EU Member States are required from July 1, 2005, to provide to the tax authorities of another Member State details of payments of interest (or similar income) paid by a person within its jurisdiction to an individual resident in that other Member State, except that, for a transitional period, Luxembourg and Austria are instead required (unless during that period they elect otherwise) to operate a withholding system in relation to such payments, provided however that the relevant beneficial owner of the payment may instead elect for the disclosure of information method or for the tax certificate procedure, as applicable. The rate of such withholding tax equals 35% as from

Table of Contents

July 1, 2011. The ending of the transitional period is dependent upon the conclusion of certain other agreements relating to information exchange with certain other countries.

On November 13, 2008, the European Commission published a proposal for amendments to the Savings Directive. The proposal included a number of suggested changes which, if implemented, would broaden the scope of the rules described above. The European Parliament approved an amended version of this proposal on April 24, 2009. Investors who are in any doubt as to their position should consult their professional advisers.

In relation to French taxation, the Savings Directive has been implemented in French law under Article 242 *ter* of the French General Tax Code and Articles 49 I *ter* to 49 I *sexies* of the Schedule III to the French General Tax Code which impose on paying agents based in France an obligation to report to the French tax authorities certain information with respect to interest payments made to beneficial owners domiciled in another Member State, including, among other things, the identity and address of the beneficial owner and a detailed list of the different categories of interest paid to that beneficial owner.

Additional amounts. If the French tax laws or regulations applicable to us (or to any of our successors) change and payments in respect of the debt securities become subject to withholding or deduction, we may be required to pay you additional amounts to offset such withholding except as provided above in "Description of the Debt Securities Special Situations Payment of Additional Amounts", including under " Optional Tax Redemption", or in any applicable prospectus supplement.

Capital Gains

Non-French resident holders of debt securities who do not hold the debt securities in connection with a business or profession conducted in France will not be subject to any French income tax or capital gains tax on the sale or disposal or redemption of debt securities. Transfers of debt securities made outside France will not be subject to any stamp duty or other transfer taxes imposed in France.

Estate and Gift Tax

France imposes estate and gift tax on securities of a French company that are acquired by inheritance or gift. The tax applies without regard to the residence of the transferor. However, France has entered into estate and gift tax treaties with a number of countries pursuant to which, assuming certain conditions are met, residents of the treaty country may be exempted from such tax or obtain a tax credit.

Under the Convention between the Government of the United States of America and the Government of French Republic for the Avoidance of Double Taxation and the Prevention of Fiscal Evasion with Respect to Taxes and Estates and Gifts dated November 24, 1978 (as further amended), a transfer of debt securities by gift or by reason of the death of a U.S. holder entitled to benefits under that convention generally will not be subject to French gift or inheritance tax, so long as the donor or decedent was not domiciled in France at the time of making the gift or at the time of his or her death and the debt securities were not used or held for use in the conduct of a business or profession through a permanent establishment or fixed base in France.

Wealth Tax

French wealth tax (*impôt de solidarité sur la fortune*) generally does not apply to debt securities owned by non-French residents.

Table of Contents

United States Taxation

This subsection deals only with debt securities that are issued in registered form for U.S. tax purposes and are due to mature 30 years or less from the date on which they are issued. The U.S. federal income tax consequences of owning debt securities, if any, that are issued in bearer form for U.S. tax purposes or debt securities, if any, that are to mature more than 30 years from their date of issue and any other special U.S. federal income tax consequences applicable to a particular series of debt securities will be discussed in the related prospectus supplement.

The following discussion summarizes certain U.S. federal income tax considerations that may be relevant to you if you invest in debt securities and are a U.S. holder. For this purpose, you will be a U.S. holder if you are an individual who is a citizen or resident of the United States, a U.S. domestic corporation or other entity taxed as a U.S. domestic corporation for U.S. federal income tax purposes, an estate whose income is subject to United States federal income tax regardless of its source, a trust if a United States court can exercise primary supervision over the trust's administration and one or more United States persons are authorized to control all substantial decisions of the trust, or any other person that is subject to U.S. federal income tax on a net income basis in respect of an investment in the debt securities. This summary deals only with U.S. holders that hold debt securities as capital assets. It does not address considerations that may be relevant to you if you are an investor that is subject to special tax rules, such as a bank, thrift, real estate investment trust, regulated investment company, insurance company, dealer in securities or currencies, trader in securities or commodities that elects mark to market treatment, a person that will hold debt securities as a hedge against currency risk or as a position in a "straddle" or conversion transaction, a tax-exempt organization, partnership or other entity classified as a partnership for U.S. federal income tax purposes, a person subject to the alternative minimum tax or a person whose "functional currency" is not the U.S. dollar.

This description is based on the U.S. Internal Revenue Code of 1986, as amended (the "Code"), its legislative history, existing and proposed U.S. Treasury Regulations, U.S. Internal Revenue Service administrative pronouncements and judicial decisions, all as available and in effect on the date hereof and all of which may change. Any change could apply retroactively and could affect the continued validity of this summary. This summary assumes that the securities will be characterized as debt rather than equity for U.S. federal income tax purposes and that U.S. holders will treat the securities as such. In addition, this summary does not address all aspects of U.S. federal income taxes nor does it address all tax considerations that may be relevant to a U.S. holder in light of such holder's personal circumstances (including estate and gift tax considerations or state, local or other non-U.S. federal tax considerations).

You should consult your own tax adviser with respect to the U.S. federal income tax consequences of acquiring, holding and disposing of debt securities, including the relevance to your particular situation of the considerations discussed below, as well as the relevance to your particular situation of state, local or other tax laws, including the Income Tax Treaty between France and the United States of America.

Payments or Accruals of Interest

Payments or accruals of "qualified stated interest" (as defined below) on a debt security will be taxable to you as ordinary interest income, and not as capital gain, at the time that you receive or accrue such amounts (in accordance with your regular method of tax accounting). If you use the cash method of tax accounting and you receive payments of interest pursuant to the terms of a debt security in a currency other than U.S. dollars (a "foreign currency"), the amount of interest income you will realize will generally be the U.S. dollar value of the foreign currency payment based on the spot exchange rate in effect on the date you receive the payment, regardless of whether you convert the payment into U.S. dollars. If you are an accrual-basis U.S. holder, the amount of interest income you

Table of Contents

will realize may be based on the average spot exchange rate in effect during the interest accrual period (or with respect to an interest accrual period that spans two taxable years, at the average spot exchange rate for the partial period within the taxable year). Alternatively, as an accrual-basis U.S. holder, you may elect to translate all interest income on foreign currency-denominated debt securities at the spot exchange rate on the last day of the accrual period (or the last day of the taxable year, in the case of an accrual period that spans more than one taxable year) or on the date that you receive the interest payment if that date is within five business days of the end of the accrual period. If you make this election, you must apply it consistently to all debt instruments from year to year and you cannot change the election without the consent of the U.S. Internal Revenue Service. If you use the accrual method of accounting for tax purposes, you should recognize foreign currency gain or loss on the receipt of a foreign currency interest payment if the spot exchange rate in effect on the date the payment is received differs from the rate applicable to a previous accrual of that interest income. This foreign currency gain or loss should be treated as ordinary income or loss, but generally will not be treated as an adjustment to interest income received on the debt security. Your interest income will be foreign source for U.S. federal income tax purposes, and any foreign exchange gain you realize (as described above) generally will be U.S. source or foreign source according to your tax residence for such purposes.

Purchase, Sale and Retirement of Debt Securities

Initially, your tax basis in a debt security generally will equal the cost of the debt security to you. Your tax basis should increase by any amounts that you are required to include in income under the rules governing original issue discount and market discount, each of which is discussed below, and will decrease by the amount of any amortized premium and any payments other than qualified stated interest made on the debt security. (The rules for determining these amounts are discussed below.) If you purchase a debt security that is denominated in a foreign currency, the cost to you (and therefore generally your initial tax basis) will generally be the U.S. dollar value of the foreign currency purchase price on the date of purchase calculated at the spot exchange rate in effect on that date. If the foreign currency debt security is traded on an established securities market and you are a cash-basis taxpayer (or if you are an accrual-basis taxpayer that makes a special election), you will determine the U.S. dollar value of the cost of the debt security by translating the amount of the foreign currency that you paid for the debt security at the spot exchange rate on the settlement date of your purchase. The amount of any subsequent adjustments to your tax basis in a debt security in respect of foreign currency-denominated original issue discount, market discount and premium will be determined in the manner described below. If you convert U.S. dollars into a foreign currency and then immediately use that foreign currency to purchase a debt security, you generally will not have any taxable gain or loss as a result of the conversion or purchase.

When you sell or exchange a debt security, or if a debt security that you hold is retired, you generally will recognize gain or loss equal to the difference between the amount you realize on the transaction (less any accrued qualified stated interest, which will be subject to tax in the manner described above under "Payments or Accruals of Interest") and your tax basis in the debt security. If you sell or exchange a debt security for foreign currency, or receive foreign currency on the retirement of a debt security, the amount you will realize for U.S. tax purposes generally will be the dollar value of the foreign currency that you receive calculated at the spot exchange rate in effect on the date the foreign currency debt security is disposed of or retired. If you dispose of a foreign currency debt security that is traded on an established securities market and you are a cash-basis U.S. holder (or if you are an accrual-basis holder that makes a special election), you will generally determine the U.S. dollar value of the amount realized by translating the amount at the spot exchange rate on the settlement date of the sale, exchange or retirement.

Table of Contents

The special election available to you if you are an accrual-basis taxpayer, in respect of the purchase and sale of foreign currency debt securities traded on an established securities market, must be applied consistently to all debt instruments from year to year and cannot be changed without the consent of the U.S. Internal Revenue Service.

Except as discussed below with respect to market discount and foreign currency gain or loss, the gain or loss that you recognize on the sale, exchange or retirement of a debt security generally will be capital gain or loss. The gain or loss on the sale, exchange or retirement of a debt security will be long-term capital gain or loss if you have held the debt security for more than one year on the date of disposition. Under current law, net long-term capital gain recognized by an individual U.S. holder generally will be subject to tax at a maximum tax rate of 20%, rather than the maximum rate of 39.6% applicable to net short-term capital gain or ordinary income. The ability of individual U.S. holders to offset capital losses against ordinary income is limited.

Despite the foregoing, the gain or loss that you recognize on the sale, exchange or retirement of a foreign currency debt security generally will be treated as ordinary income or loss (rather than capital gain or loss) to the extent that the gain or loss is attributable to changes in exchange rates during the period in which you held the debt security. This foreign currency gain or loss should not be treated as an adjustment to interest income that you receive on the debt security.

Original Issue Discount

If we issue debt securities at a discount from their stated redemption price at maturity, and the discount is equal to or more than the product of one-fourth of one percent (0.25%) of the stated redemption price at maturity of the debt securities multiplied by the number of full years to their maturity, the debt securities will generally be "Original Issue Discount Debt Securities." The difference between the issue price and the stated redemption price at maturity of the debt securities will be the "original issue discount." The "issue price" of the debt securities will generally be the first price at which a substantial amount of the debt securities are sold to the public (i.e., excluding sales of debt securities to underwriters, placement agents, wholesalers, or similar persons). The "stated redemption price at maturity" should include all payments under the debt securities other than payments of qualified stated interest. The term "qualified stated interest" generally means stated interest that is unconditionally payable in cash or property (other than debt instruments issued by the Company) at least annually during the entire term of a debt security at a single fixed interest rate or, subject to certain conditions, based on one or more interest indices.

If you invest in an Original Issue Discount Debt Security, you generally will be subject to the special tax accounting rules for original issue discount obligations provided by the Code and certain U.S. Treasury Regulations. You should be aware that, as described in greater detail below, if you invest in an Original Issue Discount Debt Security, you generally will be required to include original issue discount in ordinary gross income for U.S. federal income tax purposes as it accrues, although you may not yet have received the cash attributable to that income.

In general, and regardless of whether you use the cash or the accrual method of tax accounting, if you are the holder of an Original Issue Discount Debt Security with a maturity greater than one year, you will be required to include in ordinary gross income the sum of the "daily portions" of original issue discount on that debt security for all days during the taxable year that you own the debt security. The daily portions of original issue discount on an Original Issue Discount Debt Security are determined by allocating to each day in any accrual period a ratable portion of the original issue discount allocable to that period. Accrual periods may be any length and may vary in length over the term of an Original Issue Discount Debt Security, so long as no accrual period is longer than one year and each scheduled payment of principal or interest occurs on the first or last day of an accrual period.

Table of Contents

If you are the initial holder of the debt security, the amount of original issue discount on an Original Issue Discount Debt Security allocable to each accrual period is generally determined by:

(i) multiplying the "adjusted issue price" (as defined below) of the debt security at the beginning of the accrual period by the yield to maturity (defined below) of the debt security, appropriately adjusted to reflect the length of such accrual period; and

(ii) subtracting from that product the amount (if any) payable as qualified stated interest allocable to that accrual period.

In the case of an Original Issue Discount Debt Security that is a floating rate debt security, both the "yield to maturity" and the qualified stated interest may be determined for these purposes as if the debt security bore interest for all periods at a fixed rate generally equal to the rate that would be applicable to interest payments on the debt security on its date of issue or, in the case of some floating rate debt securities, the rate that reflects the yield that is reasonably expected for the debt security. (Additional rules may apply if interest on a floating rate debt security is based on more than one interest index.)

The "adjusted issue price" of an Original Issue Discount Debt Security at the beginning of any accrual period will generally be the sum of its issue price (including any accrued interest) and the amount of original issue discount allocable to all prior accrual periods, reduced by the amount of all payments other than any qualified stated interest payments on the debt security in all prior accrual periods. All payments on an Original Issue Discount Debt Security (other than qualified stated interest) will generally be viewed first as payments of previously accrued original issue discount (to the extent of the previously accrued discount), with payments considered made from the earliest accrual periods first, and then as a payment of principal. The "yield to maturity" of a debt security is the discount rate (appropriately adjusted to reflect the length of accrual periods) that causes the present value on the issue date of all payments on the debt security to equal the issue price. As a result of this "constant yield" method of including original issue discount income, the amounts you will be required to include in your gross income if you invest in an Original Issue Discount Debt Security denominated in U.S. dollars generally will be less in the early years and greater in the later years than amounts that would be includible on a straight-line basis.

You generally may make an irrevocable election to include in income your entire return on a debt security (i.e., the excess of all remaining payments to be received on the debt security, including payments of qualified stated interest, over the amount you paid for the debt security) under the constant yield method described above. If you purchase debt securities at a premium or market discount and if you make this election, you will also be deemed to have made the election (discussed below under "Premium" and "Market Discount") to amortize premium or to accrue market discount currently on a constant yield basis in respect of all other premium or market discount bonds that you hold.

In the case of an Original Issue Discount Debt Security that is also a foreign currency debt security, you should determine the U.S. dollar amount includible as original issue discount for each accrual period by (i) calculating the amount of original issue discount allocable to each accrual period in the foreign currency using the constant yield method described above and (ii) translating that foreign currency amount at the average spot exchange rate in effect during that accrual period (or, with respect to an interest accrual period that spans two taxable years, at the average spot exchange rate for each partial period). Alternatively, you may translate the foreign currency amount at the spot exchange rate on the last day of the accrual period (or the last day of the taxable year, for an accrual period that spans two taxable years) or at the spot exchange rate on the date of receipt, if that date is within five business days of the last day of the accrual period, provided that you have made the special election described above under "Payments or Accruals of Interest." Because exchange rates may fluctuate, if you are the holder of an Original Issue Discount Debt Security that is also a foreign currency debt

Table of Contents

security, you may recognize a different amount of original issue discount income in each accrual period than would be the case if you were the holder of an otherwise similar Original Issue Discount Debt Security denominated in U.S. dollars. Upon the receipt of an amount attributable to original issue discount (whether in connection with a payment of an amount that is not qualified stated interest or the sale or retirement of the Original Issue Discount Debt Security), you will recognize ordinary income or loss measured by the difference between the amount received (translated into U.S. dollars at the spot exchange rate in effect on the date of receipt or on the date of disposition of the Original Issue Discount Debt Security, as the case may be) and the amount accrued (using the spot exchange rate applicable to such previous accrual).

If you purchase an Original Issue Discount Debt Security outside of the initial offering at a cost less than its remaining redemption amount (i.e., the total of all future payments to be made on the debt security other than payments of qualified stated interest), or if you purchase an Original Issue Discount Debt Security in the initial offering at a price other than the debt security's issue price, you generally will also be required to include in gross income the daily portions of original issue discount, calculated as described above. However, if you acquire an Original Issue Discount Debt Security at a price greater than its adjusted issue price, but less than its remaining redemption amount, you will be required to reduce your periodic inclusions of original issue discount to reflect the premium paid over the adjusted issue price.

Floating rate debt securities generally will be treated as "variable rate debt instruments" under the U.S. Treasury Regulations governing original issue discount. Accordingly, the stated interest on a Floating Rate Debt Security generally will be treated as "qualified stated interest" and such a debt security will not have original issue discount solely as a result of the fact that it provides for interest at a variable rate. If a floating rate debt security does not qualify as a "variable rate debt instrument," the debt security will be subject to special rules that govern the tax treatment of debt obligations that provide for contingent payments. We will provide a detailed description of the tax considerations relevant to U.S. holders of any such debt securities in the applicable prospectus supplement.

Certain Original Issue Discount Debt Securities may be redeemed prior to maturity, either at the option of the Company or at the option of the holder, or may have special repayment or interest rate reset features as indicated in the applicable prospectus supplement. Original Issue Discount Debt Securities containing these features may be subject to rules that differ from the general rules discussed above. If you purchase Original Issue Discount Debt Securities with these features, you should carefully examine the applicable prospectus supplement and consult your tax adviser about their treatment since the tax consequences of original issue discount will depend, in part, on the particular terms and features of the debt securities.

Short-Term Debt Securities

The rules described above will also generally apply to Original Issue Discount Debt Securities with maturities of one year or less ("short-term debt securities"), but with some modifications.

First, the original issue discount rules treat none of the interest on a short-term debt security as qualified stated interest, but treat a short-term debt security as having original issue discount. Thus, all short-term debt securities should be Original Issue Discount Debt Securities. Except as noted below, if you are a cash-basis holder of a short-term debt security and you do not identify the short-term debt security as part of a hedging transaction you will generally not be required to accrue original issue discount currently, but you should be required to treat any gain realized on a sale, exchange or retirement of the debt security as ordinary income to the extent such gain does not exceed the original issue discount accrued with respect to the debt security during the period you held the debt security. A cash basis holder may not be allowed to deduct all of the interest paid or accrued on any indebtedness incurred or maintained to purchase or carry a short-term debt security until the maturity of the debt

Table of Contents

security or its earlier disposition in a taxable transaction. Notwithstanding the foregoing, if you are a cash-basis U.S. holder of a short-term debt security, you may elect to accrue original issue discount on a current basis (in which case the limitation on the deductibility of interest described above will not apply). A U.S. holder using the accrual method of tax accounting and some cash method holders generally will be required to include original issue discount on a short-term debt security in gross income on a current basis. Original issue discount will be treated as accruing for these purposes on a ratable basis or, at the election of the holder, on a constant yield basis based on daily compounding.

Second, regardless of whether you are a cash-basis or accrual-basis holder, if you are the holder of a short-term debt security you may elect to accrue any "acquisition discount" with respect to the debt security on a current basis. Acquisition discount is the excess of the remaining redemption amount of the debt security at the time of acquisition over the purchase price. Acquisition discount will be treated as accruing ratably to the electing shareholder, or, at the election of the holder, under a constant yield method based on daily compounding. If you elect to accrue acquisition discount, the original issue discount rules will not apply.

Finally, the market discount rules described below will not apply to short-term debt securities.

Premium

If you purchase a debt security at a cost greater than the debt security's remaining redemption amount, you should be considered to have purchased the debt security at a premium, and you may elect to amortize the premium as an offset to interest income, using a constant yield method, over the remaining term of the debt security. If you make this election, it generally will apply to all debt instruments that you hold at the time of the election, as well as any debt instruments that you subsequently acquire. In addition, you may not revoke the election without the consent of the U.S. Internal Revenue Service. If you elect to amortize the premium, you will be required to reduce your tax basis in the debt security by the amount of the premium amortized during your holding period. Original Issue Discount Debt Securities purchased at a premium will not be subject to the original issue discount rules described above. In the case of premium on a foreign currency debt security, you should calculate the amortization of the premium in the foreign currency. Premium amortization deductions attributable to a period reduce interest income in respect of that period, and therefore should be translated into U.S. dollars at the rate that you use for interest payments in respect of that period. Exchange gain or loss will be generally realized with respect to amortized premium on a foreign currency debt security based on the difference between the spot exchange rate computed on the date or dates the premium is amortized against interest payments on the debt security and the spot exchange rate on the date the holder acquired the debt security.

If you do not elect to amortize premium, the amount of premium should be included in your tax basis in the debt security. Therefore, if you do not elect to amortize premium and you hold the debt security to maturity, you generally will be required to treat the premium as capital loss when the debt security matures.

Market Discount

If you purchase a debt security at a price that is lower than the debt security's remaining redemption amount (or in the case of an Original Issue Discount Debt Security, the debt security's adjusted issue price), by 0.25% or more of the remaining redemption amount (or adjusted issue price), multiplied by the number of remaining whole years to maturity, the debt security will generally be considered to bear "market discount" in your hands. In this case, any gain that you realize on the disposition of the debt security generally will be treated as ordinary interest income to the extent of the market discount that accrued on the debt security during your holding period. In addition, you may be required to defer the deduction of a portion of the interest paid on any indebtedness that you incurred

Table of Contents

to purchase or to carry the debt security. In general, market discount will be treated as accruing ratably over the term of the debt security, or, at your election, under a constant yield method. You must accrue market discount on a foreign currency debt security in the specified currency. The amount that you will be required to include in income in respect of accrued market discount will be the U.S. dollar value of the accrued amount, generally calculated at the spot exchange rate in effect on the date that you dispose of the debt security.

You may elect to include market discount in gross income currently as it accrues (on either a ratable or constant yield basis), in lieu of treating a portion of any gain realized on a sale of the debt security as ordinary income. If you elect to include market discount on a current basis, the interest deduction deferral rule described above will not apply. If you do make such an election, it will apply to all market discount debt instruments that you acquire on or after the first day of the first taxable year to which the election applies. The election may not be revoked without the consent of the U.S. Internal Revenue Service. Any accrued market discount on a foreign currency debt security that is currently includible in income will be translated into U.S. dollars at the average spot exchange rate for the accrual period (or portion thereof within the holder's taxable year).

Indexed Debt Securities and Other Debt Securities Providing for Contingent Payments

Special rules govern the tax treatment of debt obligations that provide for contingent payments ("contingent debt obligations"). These rules generally require accrual of interest income on a constant yield basis in respect of contingent debt obligations at a yield determined at the time of issuance of the obligation, and may require adjustments to these accruals when any contingent payments are made. We will provide a detailed description of the tax considerations relevant to U.S. holders of any contingent debt obligations in the applicable prospectus supplement.

Recent Legislation

Medicare Tax. Legislation enacted in 2010 requires certain U.S. holders who are individuals, estates or trusts to pay a Medicare tax of 3.8% (in addition to taxes they would otherwise be subject to) on their "net investment income" which include, among other things, interest on and capital gains from the sale or other disposition of notes.

FATCA. The Financial Account Tax Compliance Act ("FATCA"), also enacted in 2010, seeks to prevent the avoidance of U.S. federal income tax by U.S. persons who hold debt securities or other investments through foreign entities. FATCA generally requires a foreign financial institution to enter into an agreement with the U.S. Internal Revenue Service and imposes certain reporting requirements and a 30% withholding tax on certain U.S.-source payments made to foreign financial institutions that do not comply, including payments of interest (including original issue discount) on, and gross proceeds from the disposition of, debt obligations. FATCA withholding generally is effective for interest payments made after December 31, 2013 and payments in respect of gross proceeds made after December 31, 2016 with respect to obligations issued after December 31, 2013. The U.S. and French governments have announced that they are involved in negotiation of a bilateral agreement that would govern the application of FATCA to entities organized in France. However, there has been no announcement of the details of such a possible agreement. U.S. holders should consult their tax advisers regarding the effect, if any, of FATCA on their ownership and disposition of notes.

Foreign Asset Reporting. In addition, if you are an individual (and, to the extent provided in future regulations, an entity), you may be subject to recently-enacted reporting obligations with respect to your debt securities if the aggregate value of these and certain other "specified foreign financial assets" exceeds $50,000. If required, this disclosure is made by filing Form 8938 with the U.S. Internal Revenue Service. Significant penalties can apply if you are required to make this disclosure and fail to do so. In addition, you should consider your possible obligation to file a Form TD F 90-22.1 Foreign Bank and

Table of Contents

Financial Accounts Report as a result of holding debt securities. The application of these reporting requirements is not entirely clear. You are thus encouraged to consult your U.S. tax advisor with respect to these and any other reporting requirement that may apply to your acquisition of debt securities.

Future Legislation and Administrative Changes. Future legislation, regulations, rulings or other authority could affect the federal income tax treatment of the debt securities. It is impossible to predict whether and to what extent any such legislative or administrative changes could change the tax consequences to of holding the debt securities. You are encouraged to consult your U.S. tax advisors regarding possible legislative and administrative changes and their effect on the U.S. tax treatment of the debt securities.

Information Reporting and Backup Withholding

The paying agent must file information returns with the U.S. Internal Revenue Service in connection with debt security payments made to certain United States persons. If you are a United States person, you generally will not be subject to United States backup withholding tax on such payments if you provide your U.S. taxpayer identification number to the paying agent. You may also be subject to information reporting and backup withholding tax requirements with respect to the proceeds from a sale of the debt securities. If you are not a United States person, you may have to comply with certification procedures to establish that you are not a United States person in order to avoid information reporting and backup withholding tax.

THE FOREGOING DISCUSSION DOES NOT DISCUSS ALL ASPECTS OF U.S. FEDERAL INCOME TAXATION THAT MAY BE RELEVANT TO A PARTICULAR U.S. HOLDER IN LIGHT OF ITS INDIVIDUAL INVESTMENT CIRCUMSTANCES OR TO CERTAIN TYPES OF U.S. HOLDERS SUBJECT TO SPECIAL TREATMENT UNDER THE U.S. FEDERAL INCOME TAX LAWS, NOR DOES SUCH DISCUSSION ADDRESS ANY ASPECTS OF STATE, LOCAL, OR FOREIGN TAX LAWS OR OF ANY U.S. FEDERAL TAX LAWS OTHER THAN THE INCOME TAX LAWS. ACCORDINGLY, PROSPECTIVE PURCHASERS ARE URGED TO CONSULT THEIR OWN TAX ADVISERS AS TO THE PARTICULAR TAX CONSEQUENCES TO THEM OF THE ACQUISITION, OWNERSHIP AND DISPOSITION OF NOTES, INCLUDING THE APPLICATION OF FEDERAL, STATE, LOCAL, FOREIGN AND OTHER TAX LAWS AND POSSIBLE FUTURE CHANGES IN SUCH TAX LAWS.

Table of Contents

UNDERWRITING

Subject to the terms and conditions stated in the underwriting agreement dated the date of this prospectus supplement (the "Underwriting Agreement"), each underwriter named below has severally agreed to purchase, and we have agreed to sell to that underwriter, the respective principal amount of notes set forth opposite the underwriter's name:

Underwriters		**Aggregate principal amount of notes**
Barclays Capital Inc.	$	318,750,000.00
Deutsche Bank Securities Inc.	$	318,750,000.00
J.P. Morgan Securities LLC	$	318,750,000.00
Merrill Lynch, Pierce, Fenner & Smith Incorporated	$	318,750,000.00
Citigroup Global Markets Inc.	$	75,000,000.00
Credit Agricole Securities (USA) Inc.	$	75,000,000.00
HSBC Securities (USA) Inc.	$	75,000,000.00
Total	$	1,500,000,000.00

The underwriting agreement provides that the obligations of the underwriters to purchase the notes included in this offering are subject to certain conditions. The underwriters are obligated to purchase all the notes if they purchase any of the notes. The underwriting agreement also provides that if an underwriter defaults, the purchase commitments of non-defaulting underwriters may be increased or the offering may be terminated.

The representatives have advised us that the underwriters propose initially to offer the notes to the public at the public offering price set forth on the cover page of this prospectus supplement and may offer notes to certain dealers at such price less a concession not in excess of 0.200% of the principal amount of the notes. The underwriters may allow, and the dealers may reallow, a discount on the notes to other dealers not in excess of 0.025% of the principal amount of the notes. After the initial offering, the underwriters may change the public offering price, concession or any other term of the offering.

We estimate that our total expenses (which consist of, among other fees, SEC registration fees, legal fees and expenses, accounting fees and expenses and printing expenses) for this offering will be approximately $0.8 million. The underwriters have agreed to reimburse us for a portion of our expenses up to a certain amount.

We have agreed to indemnify the underwriters against certain liabilities, including liabilities under the Securities Act of 1933, as amended, or to contribute to payments the underwriters may be required to make because of any of those liabilities.

Price Stabilization and Short Positions

In connection with the offering, the underwriters may purchase and sell the notes in the open market. These transactions may include short sales, purchases on the open market to cover positions created by short sales and stabilizing purchases. Short sales involve sales by the underwriters of a greater principal amount of notes than they are required to purchase in the offering. The underwriters must close out any short position by purchasing notes in the open market. A short position is more likely to be created if the underwriters are concerned that there may be downward pressure on the prices of the notes in the open market after pricing that could adversely affect investors who purchase in the offering. Stabilizing transactions involve bids to purchase notes so long as the stabilizing bids do not exceed a specified maximum.

Table of Contents

Similar to other purchase transactions, the underwriters' purchases to cover the syndicate short sales, stabilizing purchases, as well as other purchases by the underwriters' for their own accounts, may have the effect of raising or maintaining the market prices of the notes or preventing or retarding a decline in the market prices of the notes. As a result, the prices of the notes may be higher than the prices that might otherwise exist on the open market.

Neither we nor any of the underwriters make any representation or prediction as to the direction or magnitude of any effect that the transactions described above may have on the prices of the notes. In addition, neither we nor any of the underwriters make any representation that the representatives will engage in these transactions or that these transactions, once commenced, will not be discontinued without notice.

Settlement and Delivery

It is expected that delivery of the notes will be made against payment on April 10, 2013.

Other Relationships

The underwriters and their affiliates have provided from time to time, and expect to provide in the future, investment and commercial banking and financial advisory services (including entering into swap arrangements) to Sanofi and its affiliates in the ordinary course of business, for which they have received and may continue to receive customary fees and commissions.

In addition, in the ordinary course of their business activities, the underwriters and their affiliates may make or hold a broad array of investments and actively trade debt and equity securities (or related derivative securities) and financial instruments (including bank loans) for their own account and for the accounts of their customers. Such investments and securities activities may involve securities and/or instruments of ours or our affiliates. To the extent that the underwriters or their affiliates have a lending relationship with us, certain of the underwriters or their affiliates routinely hedge, and certain other of those underwriters or their affiliates may hedge, their credit exposure to us consistent with their customary risk management policies. Typically, such underwriters 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 our securities, including potentially the notes offered hereby. Any such short positions could adversely affect future trading prices of the notes offered hereby. The underwriters 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.

Selling Restrictions

European Economic Area

In relation to each Member State of the European Economic Area (the "EEA") which has implemented the Prospectus Directive, as defined below (each, a "Relevant Member State"), the underwriters have each represented, warranted and agreed that they and each of their affiliates, with effect from and including the date on which the Prospectus Directive is implemented in that Relevant Member State (the "Relevant Implementation Date"), have not made and will not make an offer to the public of any notes which are the subject of the offering contemplated by this prospectus supplement prior to the publication of a prospectus in relation to such notes which has been approved by the competent authority in that Relevant Member State or, where appropriate, approved in another member state and notified to the competent authority in that Relevant Member State, all in accordance with the Prospectus Directive, except that it may, with effect from the Relevant Implementation Date, make an offer to the public in that Relevant Member State of any of the notes under the following

Table of Contents

exemptions under the Prospectus Directive, if they have been implemented in that Relevant Member State:

a) at any time to any legal entity which is a "qualified investor" as defined in the Prospectus Directive;

b) by the underwriters to fewer than 100 or, if the Relevant Member State has implemented the relevant provisions of the 2010 Amending Directive (as defined below), 150 natural or legal persons (other than "qualified investors" as defined in the Prospectus Directive) subject to obtaining the prior consent of the representatives for any such offer; or

c) at any time, in any other circumstances falling within Article 3(2) of the Prospectus Directive;

provided that no such offer of notes shall result in a requirement for the publication by us or any underwriter of a prospectus pursuant to Article 3 of the Prospectus Directive.

Any person making or intending to make any offer of notes within the EEA should only do so in circumstances in which no obligation arises for us or any of the underwriters to produce a prospectus for such offer. Neither we nor the underwriters have authorized, nor do they authorize, the making of any offer of notes through any financial intermediary, other than offers made by the underwriters which constitute the final offering of notes contemplated in this prospectus supplement.

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

Each person in a Relevant Member State who receives any communication in respect of, or who acquires any notes under, the offer of notes contemplated by this prospectus supplement will be deemed to have represented, warranted and agreed to and with us and each underwriter that:

a) it is a "qualified investor" within the meaning of the law in that Relevant Member State implementing Article 2(1)(e) of the Prospectus Directive; and

b) in the case of any notes acquired by it as a financial intermediary, as that term is used in Article 3(2) of the Prospectus Directive, (i) the notes acquired by it in the offering have not been acquired on behalf of, nor have they been acquired with a view to their offer or resale to, persons in any Relevant Member State other than "qualified investors" (as defined in the Prospectus Directive), or in circumstances in which the prior consent of the representatives has been given to the offer or resale; or (ii) where notes have been acquired by it on behalf of persons in any Relevant Member State other than qualified investors, the offer of those notes to it is not treated under the Prospectus Directive as having been made to such persons.

France

In the Underwriting Agreement, each Underwriter severally represents, warrants and agrees that:

(i) no prospectus (including any amendment, supplement or replacement thereto) or any other offering material in connection with the offering of the notes has been submitted to the clearance procedures of the *Autorité des marchés financiers* or of the competent authority of

Table of Contents

another State that is a contracting party to the Agreement on the European Economic Area and notified to the *Autorité des marchés financiers*;

(ii) it and its respective affiliates and any other person acting on its or their behalf has or have not offered or sold and will not offer or sell, directly or indirectly, the notes to the public in France, and has or have not released, issued, distributed or caused to be released, issued or distributed to the public in France or used in connection with any offer for subscription or sale of the Notes, the prospectus or any other offering material relating to the notes, and that such offers, sales and distributions have been and shall be made in France only (x) to qualified investors (*investisseurs qualifiés*) other than individuals, in each case investing for their own account and as provided in Articles L. 411-2, D. 411-1, D. 744-1, D. 754-1 and D. 764-1 of the French *Code monétaire et financier*, or (y) to investment services providers authorized to engage in portfolio management on behalf of third parties, or (z) in a transaction that, in accordance with Article L. 411-2-I-1°- or -2°- or -3° of the French *Code monétaire et financier* and Article 211-2 of the General Regulations (*Règlement Général*) of the *Autorité des marchés financiers*, does not constitute an offer of notes to the public (*offre au public de titres financiers*); and

(iii) the direct or indirect distribution to the public in France of any notes so acquired by it hereunder may be made only in compliance with Articles L. 411-1, L. 411-2, L. 412-1 and L. 621-8 to L. 621-8-3 of the French Code monétaire et financier and applicable regulations thereunder.

United Kingdom

This communication is only being distributed to and is only directed at (i) persons who are outside the United Kingdom or (ii) investment professionals falling within Article 19(5) of the Financial Services and Markets Act 2000 (Financial Promotion) Order 2005 (the "Order") or (iii) high net worth companies, and other persons to whom it may lawfully be communicated, falling within Article 49(2)(a) to (d) of the Order (all such persons together being referred to as "relevant persons"). The notes are only available to, and any invitation, offer or agreement to subscribe, purchase or otherwise acquire such notes will be engaged in only with, relevant persons. Any person who is not a relevant person should not act or rely on this document or any of its contents.

In the Underwriting Agreement, each Underwriter severally represents, warrants and agrees that it and its respective affiliates and any other person acting on its or their behalf: (i) has or have only communicated or caused to be communicated and will only communicate or cause to be communicated an invitation or inducement to engage in investment activity (within the meaning of Section 21 of the Financial Services and Markets Act 2000 ("FSMA")) received by it or them in connection with the issue or sale of any notes which are the subject of the offering contemplated by the prospectus supplement in circumstances in which Section 21(1) of the FSMA does not apply to the Company; and (ii) has or have complied and will comply with all applicable provisions of FSMA with respect to anything done by it in relation to the notes in, from or otherwise involving the United Kingdom.

Other Jurisdictions

In the Underwriting Agreement, each Underwriter severally represents, warrants and agrees that with respect to any other jurisdiction outside the United States, neither it nor its affiliates nor anyone acting on its or their behalf has or have offered or sold and will not offer or sell any notes in any jurisdiction, except under circumstances that resulted or will result in compliance with the applicable rules and regulations of such jurisdiction and in no case that constitute or will constitute a public offering or otherwise require the filing of any documentation with any authority (market or otherwise) or national securities exchange in any such jurisdiction.

Table of Contents

VALIDITY OF NOTES

The validity of the notes offered hereby will be passed upon by Jones Day, French and U.S. counsel for Sanofi. Certain matters of French law and New York law will be passed upon for the underwriters by Cleary Gottlieb Steen & Hamilton LLP.

EXPERTS

The consolidated financial statements of Sanofi and its subsidiaries incorporated in this prospectus supplement by reference from the 2012 Form 20-F, and the effectiveness of Sanofi and its subsidiaries' internal control over financial reporting as of December 31, 2012, have been audited by Ernst & Young et Autres and PricewaterhouseCoopers Audit, independent registered public accounting firms, as stated in their reports, which are incorporated herein by reference. Such consolidated financial statements and management's assessment of the effectiveness of internal control over financial reporting as of December 31, 2012 have been so incorporated in reliance upon the reports of such firms given on the authority of such firms as experts in accounting and auditing.

Table of Contents

EXCHANGE RATE INFORMATION

The following table sets forth, for the periods and dates indicated, certain information concerning the exchange rates for the euro from 2008 through March 29, 2013 expressed in U.S. dollar per euro. The information concerning the U.S. dollar exchange rate is based on the noon buying rate in New York City for cable transfers in foreign currencies as certified for customs purposes by the Federal Reserve Bank of New York (the "Noon Buying Rate"). We provide the exchange rates below solely for your convenience. We do not represent that euros were, could have been, or could be, converted into U.S. dollars at these rates or at any other rate. See "Item 3. Key Information D. Risk Factors Risks Related to Financial Markets Fluctuations in currency exchange rates could adversely affect our results of operations and financial condition" of our 2012 Form 20-F. For information regarding the effect of currency fluctuations on our results of operations, see "Item 5. Operating and Financial Review and Prospects" of our 2012 Form 20-F.

	Period-end Rate	Average Rate(1)	High	Low
	(U.S. dollar per euro)			
2008	1.39	1.47	1.60	1.24
2009	1.43	1.40	1.51	1.25
2010	1.33	1.32	1.45	1.20
2011	1.30	1.40	1.49	1.29
2012	1.32	1.29	1.35	1.21
Last 6 months				
September 2012	1.29	1.29	1.31	1.26
October 2012	1.30	1.30	1.31	1.29
November 2012	1.30	1.28	1.30	1.27
December 2012	1.32	1.31	1.33	1.29
January 2013	1.36	1.33	1.36	1.30
February 2013	1.31	1.33	1.37	1.31
March 2013 (through March 29, 2013)	1.28	1.30	1.31	1.28

(1) The average of the Noon Buying Rates on the last business day of each month (or portion thereof) during the relevant period for year average, and on each business day of the month (or portion thereof) for monthly average.

On March 29, 2013, the exchange rate as published by the European Central Bank was $1.28 per euro.

Table of Contents

PROSPECTUS

Sanofi

DEBT SECURITIES

We may offer and sell debt securities from time to time. Each time we sell any of the debt securities described in this prospectus, we will provide one or more supplements to this prospectus that will contain specific information about those debt securities and the offering to which it relates. You should read this prospectus and any applicable prospectus supplement(s) carefully before you invest.

We may sell these debt securities to or through underwriters and also to other purchasers or through agents. The names of any underwriters or agents will be stated in an accompanying prospectus supplement.

Investing in these debt securities involves certain risks. See "Risk Factors" beginning on page 6.

Neither the U.S. Securities and Exchange Commission (the "SEC" or "Commission") nor any other regulatory body has approved or disapproved of these debt securities or passed upon the accuracy or adequacy of this prospectus. Any representation to the contrary is a criminal offense.

Prospectus dated March 11, 2013

Table of Contents

TABLE OF CONTENTS