

SANOFI
Group in-house rules on the transfer of personal data
(Binding Corporate Rules (BCRs))

INTRODUCTION

The Sanofi Group (the “Group”) expresses its commitment to the right to privacy and protection of Personal Data in its Code of Ethics (hereinafter the Code attached as appendix 2) and specifies in its Privacy and Personal Data Protection Policy (hereinafter the Policy attached as appendix 3) the principles to be complied with within the Group in application of the said Code.

The Binding Corporate Rules with its Appendices (hereinafter BCRs) of the Sanofi Group finalize the Group’s provisions on the Personal Data Protection. These BCRs are intended to ensure a suitable level of protection in compliance with European Directive 95/46 dated 24 October 1995 when the Personal Data specified in the present document are transferred within the Group for the purposes of the Group’s business.

The Policy and the BCRs are in principle complementary documents. In case of contradiction between these documents, the BCR will take precedence when applicable.

Words or expressions undefined in the present document and beginning with a capital letter have the meaning given in the Policy. In case of doubt, the content of the BCRs should be interpreted according to the provisions of European Directive 95/46 dated 24 October 1995.

I- SCOPE

The purpose of the BCRs is to ensure an adequate level of Personal Data protection in the Group Subsidiaries in countries which are not members of the European Economic Area (EEA) in order to allow the Transfer of categories of Personal Data described in Appendix 4 from the Group’s Subsidiaries located in one Member State of the European Economic Area (EEA) to the Group’s Subsidiaries in a Non-Member Country.

The BCRs apply to Personal Data of the Group, as described in Appendix 4 that is collected in the European Economic Area, transferred and processed within the Group outside of the EEA.

A list of the Subsidiaries is given as Appendix 5 to the present document.

II- RULES APPLICABLE TO TRANSFER AND PROCESSING

For Transfers and Processing within the Group of the categories of data described in Article I outside EEA countries, the principles described in the present document and in the Policy apply to all the Group's Subsidiaries and employees.

In order to provide the Data Subject with an equivalent and suitable level of protection, the Subsidiaries agree to apply the legislation of the country with the highest level of Personal Data protection in force in the countries concerned by the Data Transfer and, under all circumstances, to comply with the principles described below and in the Policy, i.e.:

- to collect, transfer and process the Personal Data fairly,
- to collect, transfer and process the Personal Data for determined, explicit and legitimate purposes and not further processed in a way incompatible with those purposes,
- to collect, transfer and process Personal Data that are accurate, suitable, relevant and not excessive for the purposes of the Transfer and Processing, consequently, inaccurate or incomplete Data must be rectified, supplemented, erased or their further processing must be suspended,
- not to keep the Personal Data beyond the length of time needed for Processing and Transfer,
- to adopt suitable means of security to protect the Personal Data during Transfer and Processing, particularly in compliance with the Information Systems Usage Charter for the Group given in Appendix 7.

Furthermore, the Processing of Personal Data, which are transferred should be based on legal basis such as:

- the Data Subject has unambiguously given his/her Consent; or
- the Processing is necessary for the performance of a contract to which the Data Subject is party or in order to take steps at the request of the Data Subject prior to entering into a contract; or
- the Processing is necessary for compliance with a legal obligation to which the Group is subject; or
- the Processing is necessary to save the vital interest of the Data Subject; or
- the Processing is necessary for the performance of a task carried out in the public interest or in the exercise of official authority vested in the Controller or in a third party to whom the Data are disclosed; or
- the Processing is necessary for the purposes of the legitimate interests pursued by the Controller or by the third party or parties to whom the Personal Data are disclosed, except where such interests are overridden by the interests for fundamental rights and freedoms of the Data Subject.

In case Sensitive Data are transferred, the Processing must be based on the following basis :

- The explicit Consent to of the Data Subject; or
- The necessity for the purposes of carrying out the obligations and specific rights of the Controller in the field of employment law in so far as it is authorized by national law providing for adequate safeguards; or
- The Processing is necessary to protect the vital interests of the Data Subject or of another person where the Data Subject is physically or legally incapable of giving his Consent; or

- The Processing relates to Sensitive Data which are manifestly made public by the Data Subject; or
- The Processing of Sensitive Data is necessary for the establishment, exercise or defence of legal claims; or
- The Processing of the Sensitive Data is required for the purposes of preventive medicine, medical diagnosis, the provision of care or treatment or the management of health-care services, and where those Sensitive Data are processed by a health professional subject under national law or rules established by national competent bodies to the obligation of professional secrecy or by another person also subject to an equivalent obligation of secrecy, or
- The Processing of the sensitive data is required for reasons of substantial public interest laid down either by national law or decision of the supervisory authority.

Subsidiaries taking part to the Personal Data Transfer must take all suitable steps, particularly by including suitable clauses in contracts such as the EU Standard Contractual Clauses approved by the European Commission referenced 2001/497/EC, 2004/915/EC or 2010/87/EU or by adequate contractual means according to Articles, 25 and 26 of the EU Directive, with third party subcontractors or Third Party Controllers regarding Data Transfer as specified in Appendix 4.

Subsidiaries located within the EEA must ensure that the Data Subjects are informed of the Transfer and that Data Subjects are provided with their rights to access and rectify the Personal Data concerning them, and to object on legitimate grounds to the Processing and Transfer..

The fact that the Subsidiaries comply with all the rules does not release them from their obligation to fulfill all the prior formalities with the relevant national Data Protection Authorities as required by the applicable legislation.

III- INFORMATION AND TRAINING

In order to ensure that all the Group's employees are informed of the BCRs and of the Group's rules on Personal Data protection, the Group will take all suitable steps to make the BCRs, as well as the Code and the Policy available to the Group's employees, particularly by uploading them onto the Group's corporate intranet site. The availability may be accompanied by any steps the Subsidiaries consider relevant to ensure that all the Group's employees receive the necessary information.

In order to inform third parties to whom the BCRs apply, the Group undertakes to maintain the Code, the Policy as well as the BCR on its website.

The Group's Subsidiaries affected by Data Transfers are obliged to convey the information contained into BCRs by setting up programs intended to increase employee awareness of the special nature of Personal Data and by organizing training courses on the protection of Personal Data intended for people who collect and process the Personal Data to which the BCRs apply.

IV- GUARANTEES OF BCRs IMPLEMENTATION

1- Audits

The Group organizes the following audits each year to ensure that Personal Data are protected and the principles of the Policy and the BCRs are applied:

(i) The “Global Privacy Office”, based at the Group’s headquarters in France, sends a questionnaire to all the Local Privacy Officers to ensure that the principles of the Policy and of the BCRs are applied correctly in each Subsidiary.

The Global Privacy Office then receives a report giving the local Privacy Officers’ answers and undertakes the necessary actions to remediate any failings that may have been found.

(ii) As part of the Group’s internal control assessment and of the corporate governance, an annual evaluation of the correct application of the in-house rules takes place. The protection of Personal Data and in particular the BCRs are in the scope of these evaluations.

A synthesis of these evaluations is transmitted to the Audit and Internal Control Assessment Department which may, if necessary, make recommendations to overcome any failings or shortfalls.

The Group undertakes that the results of the evaluation in connection with the BCRs could be brought to the attention of the relevant Data Protection Authorities when requested. All Group Subsidiaries accept that the relevant Data Protection Authorities may carry out the data protection audit themselves if required.

2- Complaints procedure

The Group has set up a complaints procedure aimed at revealing any of the Group’s failings relative to the protection of Personal Data, particularly failure to comply with the BCRs. The Group undertakes that the department in charge of handling complaints is granted an appropriate level of independency in the exercise of its functions.

Any employee who is aware that the BCRs have been violated or who has suffered from a breach of BCRs may therefore contact either their supervisor, their Local Privacy Officer, or call the dedicated helpline. Details of this procedure are given in the Code and in the Policy.

In compliance with labor legislation, in-house regulations and the employment contract, disciplinary sanctions may be incurred if the investigation reveals individual negligence.

The Subsidiary responsible for the Processing affected by a Data Transfer must set up, in compliance with the legislation applicable to the Processing, a complaints handling system dedicated to Data Subject who are not employed by the Group. The Subsidiary must ensure that such people are duly informed that the system exists and of how to access the system.

If the problem cannot be solved at local level, the complaints handling system must rapidly escalate the problem to the Group’s “Global Privacy Steering Committee

3- Responsibility

The Parent Company grants the Local Privacy Officer appointed in each country responsibility for the implementation of the BCRs . The Parent Company is responsible for ensuring that the BCRs are applied in all the Subsidiaries through the audits and trainings.

If the Data Subject files a complaint because of a breach of BCRs, the EEA Subsidiary that transferred the Personal Data outside the EEA must prove that all suitable means were implemented to ensure compliance with the BCRs and that the Group's Subsidiaries in a Non-Member Country is not responsible for such breach. This EEA Subsidiary will be liable for any harm the Data Subject may suffer due to a breach of the BCRs caused by any Group Subsidiary in a Non-Member Country. The EEA Subsidiary in question will accept to remedy the acts of the Group Subsidiary a Non-Member Country and to pay compensation adequately.

If the EEA Subsidiary can prove that the Group's Subsidiaries in a Non-Member Country is not responsible for such breach, it may discharge itself from any responsibility.

V- RIGHTS OF THIRD PARTIES

Data Subjects who have suffered harm due to the fact that the BCRs were not complied with may, as third party beneficiaries of the BCRs, take their case either to the Competent Authority or the court where the EEA Subsidiary that originated the transfer is based.

VI- CONFLICTS OVER RULES

If the Subsidiary that receives the transferred Data finds difficult or impossible to apply the present BCRs due to local legislation, it must immediately contact the Local Privacy Officer of its country or the Group's Global Privacy Office.

The Local Privacy Officer of its country or the Group's Global Privacy Office will take a responsible decision on what action to take and will consult the relevant Data Protection Authorities in case of doubt.

VII- COOPERATION WITH THE COMPETENT AUTHORITIES

The Group undertakes to cooperate with the Data Protection Authorities, particularly by applying any recommendations and advice the Data Protection Authorities may make and by responding within a reasonable timeframe to requests the Competent Authorities may make regarding the BCRs, including audit requests.

VIII- UPDATING THE BCRs

The Group undertakes to inform the Data Protection Authority of any substantial modifications every year.

The Group's Chief Privacy Officer is responsible under all circumstances for updating the Group's BCRs and the list of Subsidiaries and must make them available to the Data Protection Authorities for all intents and purposes.

No transfer to a new Subsidiary is covered by BCRs until this Subsidiary is effectively bound by the BCRs and can deliver compliance with BCRs' rules.

APPENDICES

- Appendix 1: Definitions
- Appendix 2 Code of Ethics (separate document)
- Appendix 3: Personal Data Protection Policy (separate document)
- Appendix 4: Categories of Data and purposes of Data Transfers and Processing covered by the BCRs
- Appendix 5: List of Subsidiaries having signed the BCRs as of December 31st , 2015
- Appendix 6: Acceptation agreement form
- Appendix 7: Information Systems Usage Charter (separate document)

Appendix 1: Definitions

The words and phrases used in the BCRs have the following meanings:

"Data Protection Authority" means the administrative authority in charge of Personal Data protection in each country in which the Group is present;

"Local Privacy Officer" means the person in charge within the Group to assure at a local level, that the rules and principles, which are contained in the Code of Ethics and Policy and, as may be set forth in more detailed policies and procedures of the Group are properly applied and respected, and to assist Group staff across the world to have a better understanding of these rules and principles. He (or she) is locally the Protection Personal Data Representative.

"Consent" means any freely given specific and informed indication of his/her wishes by which the Data Subject signifies his/her agreement to Personal Data relating to him/her being processed;

"Controller" means the legal person, a Group entity, which alone or jointly with others determines the purposes and means of the Processing of Personal Data;

"Data Subject" means an identified or identifiable natural person to whom the Personal Data that are being processed relate;

"Group" means all those companies directly or indirectly controlled by sanofi (the **"Parent"**) that are bound by the Policy;

"Personal Data" or **"Data"** means any information relating to a natural person who is either identified or identifiable, directly or indirectly, by reference to an identification number or to one or more factor(s) specific to his/her physical, physiological, mental, economic, cultural or social identity;

"Global Privacy Steering Committee", chaired by the Chief Privacy Officer, guarantees that the Policy is properly enforced within the Group, to determine the Policy's general orientation and review any proposed changes. It also handles any infringement to the rules contained in the Policy.

"Chief Privacy Officer", means the person, running the Global Privacy Office, in charge within the Group to assure that the Policy, any rules, and procedures of the Group concerning the Personal Data protection are properly applied and respected.

"Processing" means any operation or set of operations performed upon Personal Data, whether or not by automatic means, such as collection, recording, organization, storage,

adaptation or alteration, retrieval, consultation, use, disclosure by transmission, dissemination or otherwise making available, alignment or combination, blocking, erasure or destruction;

"**Processor**" means the legal person, whether a Group entity or a Third Party, by which Personal Data are processed on behalf of the Controller;

"**Recipient**" means the natural or legal person, whether a Group entity or a Third Party, to whom/which Personal Data are disclosed;

"**Subsidiary**" means (i) all companies of which Sanofi, the Parent Company, either directly or indirectly holds more than half the registered capital and/or (ii) companies which Sanofi-controls or manages.

"**Subsidiary in a Non-Member Country**" means a Subsidiary based outside the EEA.

"**Third Party**" means any natural or legal person, public authority, agency or any other body than the Data Subject, the Controller, the Processor and the persons who under the direct authority of the Controller or Processor are authorized to process Personal Data;

"**Transfer**" means any Data disclosure, copy or move via a network, or any Data disclosure, copy or move from one medium to another irrespective of the type of medium, to the extent that such Data are intended for Processing by the Recipient.

Appendix 2: Code of Ethics

Appendix 3: Privacy and Personal Data Protection Policy

Appendix 4: Categories of Data and purposes of Data Transfers and Processing covered by the BCRs

Employee data:

The BCRs apply to all Personal Data of the Group's employees that is collected in the European Economic Area, transferred and processed within the Group to manage its human resources at international level as part of its business, i.e.

- organization, particularly controlling access to the Group's IT systems, technical traceability and administrative workflow monitoring systems, as well as Group electronic directories,
- salary adjustments (annual increases, flexible pay, other pay-related information),
- international mobility,
- human resource development, particularly skills, training and individual and professional development plans,
- staff administrative management such as travel allowance, expenses, etc.

According to national applicable law, Personal Data of Group employees that is likely to be transferred are as follows: first name, surname, home address, IT identification, professional e-mail address, professional location, manager, salaries, promotion, flexible pay information, type and details of employment contract, individual profile, individual objectives, skills, development requirements, training records, time management, social welfare, mobility and promotion requirements, development plan and any promotion-related information. It may also include lists of work performed, work times and inventory of equipment entrusted to employees. It further includes the names of authors or contributors to documents, as well as the audit trails and electronic signatures needed for compliance with health care regulations.

Clinical-trial and pharmacovigilance data:

The BCRs cover all the Personal Data that is collected in the European Economic Area, transferred and processed within the Group of people using the Group's therapeutic products, that of participants in clinical trials, that of people involved in organizing, monitoring, analyzing and using the results of trials collected and processed as part of research, development or medical affairs activities by the Group's Subsidiaries.

The purpose of the Processing of personal data is the execution of biomedical research and pharmacovigilance as listed below:

- Biomedical research relating to the medicines and devices, which is divided into four phases: the first three phases are a prerequisite for the filing of the marketing authorization application dossier or modification thereof; the fourth phase takes place after the marketing authorization has been obtained. This research includes studies aimed at qualifying the medical and social environment in which the medical treatments will be used, in order to optimize the therapeutic management and improve the rules and conditions of the prescribing of the medicines.

- Pharmacogenetic/pharmacogenomic/genomic/proteomic studies. These studies make it possible to look for inter-individual variations in the sequence and/or expression of genes in order to evaluate which categories of patients are likely to have specific needs or to develop undesirable events.
- Pharmacovigilance of drugs under development as well as marketed drugs. This includes the monitoring and Processing of data relating to the undesirable effects and events occurring during the biomedical research and after the product has been marketed.

This Processing includes the management of data relating to people taking part in biomedical research in order to allow the collection, input of case report forms, control of validity and consistency and statistical analysis of the data collected in the course of the research.

According to national applicable law, the patient data collected for clinical trials and pharmacovigilance is likely to be the following:

Identity: number and/or alphanumeric code including initials;

Health: treatment followed and concomitant treatment, test results, undesirable events, personal or family history, associated diseases or events;

Demographic information: age or date of birth, place of birth, sex, weight, height;

Date of inclusion in the research; Ethnic origin; Genetic variations; Family situation;

Level of education; Socio-professional category; Economic and financial situation;

Amount of payments received; Participation in other research;

Professional life: current profession, history, unemployment, professional travel and moves;

Consumption of tobacco, alcohol, drugs; Habits and behavior: dependency, assistance, physical exercise, diet and nutritional behavior; Lifestyle; Housing; Sex life; Quality of life

The data of people acting on behalf of the Group, in clinical trials or reporting adverse events is likely to be the following: identify: name, title, contact details, computer user ID; training - qualification; level of payments and remuneration received; participation in other research projects; professional life: C.V.. as well as the audit trails and electronic signatures needed for compliance with health care regulations.

Appendix 5: List of Subsidiaries having signed the BCRs as of December 31st 2015

ALGERIA

Sanofi-aventis Algérie Winthrop

Pharma Sidal S.P.A.

ARGENTINA

Genzyme de Argentina S.A.

Merial Argentina S.A.

Quimica Medical Argentina S.A.I.C.

Sanofi-aventis Argentina SA

Sanofi-pasteur SA

AUSTRALIA

Ancare Australia (Pty) Limited

Bullivant's Natural Health Products Pty Limited

Genzyme Australasia Pty Ltd

Merial Australia PTY, Ltd.

Sanofi-aventis Healthcare Holdings Pty Ltd

Sanofi-aventis Healthcare Pty Limited

Sanofi-aventis Australia Pty Limited

Sanofi-Pasteur Pty Limited

Verigen Australia party Limited

BANGLADESH

Sanofi-aventis Bangladesh Limited

BRAZIL

Genzyme do Brasil Ltda

Merial Saude Animal Ltda

Medley Industria Farmaceutica Ltda

Sanofi-Aventis Farmaceutica Ltda2

Sanofi-aventis Comercial e Logistica Ltda

Medley Comercial e Logistica Ltda

CAMBODIA

Sanofi-aventis (Cambodia) Co., Ltd

CAMEROUN

Sanofi-Aventis AFC

CANADA

691526 Ontario Inc.

Merial Canada Inc.

Mérieux Canada Holdings Ltd

Sanofi-Aventis Pharma Inc.

Sanofi-Aventis Canada Inc.

Sanofi Consumer Health Inc./Sanofi Santé Grand Public

Inc

Sanofi-Pasteur Ltd

CHILI

Genzyme Chile Ltda

Sanofi-aventis de Chile S.A.

Sanofi-Pasteur SA

CHINA

BEIJING MERIAL VITAL LABORATORY ANIMAL

TECHNOLOGY CO. LTD.

Genzyme (Shanghai) Biopharmaceutical Service Co. Ltd.

Hangzhou Sanofi Minsheng Consumer Healthcare MERIAL

ANIMAL HEALTH CO LTD

Merial International Trading (Shanghai) Co. Ltd.

Sanofi-aventis (Hangzhou) Pharmaceuticals Co. LTD

Sanofi-aventis Pharma Beijing Co. Ltd

Sanofi (China) Investment Co., Ltd.

Sanofi (Beijing) Pharma

Sanofi (Hangzhou) Pharma

Shanghai Rongheng Pharmaceutical Co., Ltd.

Shenzhen Sanofi-Pasteur Biological Products Co. Ltd

Sunstone (Tangshan) Pharmaceutical Co., Ltd.3

List of Sanofi affiliates having signed the BCR Factsheet

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COLOMBIA

Genzyme de Colombia SA

Sanofi-aventis de Colombia S.A.

Winthrop Pharmaceuticals de Colombia S.A.

Sanofi-Pasteur S.A.

COSTA RICA

Genzyme Costa Rica, S.A.

CROATIA

Genzyme Adriatic d.o.o.

Sanofi-aventis Croatia d.o.o.

DOMINICAN REPUBLIC

Sanofi-aventis de la Republica Dominicana S.A.

ECUADOR

Sanofi-aventis del Ecuador S.A.

EGYPT

Franco-Egypt Chemicals Co Ltd

Franco Egypt for Commercial Agencies Ltd

Sanofi-aventis Egypt SAE

GUATEMALA

Sanofi-aventis de Guatemala S.A.

Farmalog Guatemala S.A.

HONG-KONG Genzyme

Asia Limited Sunstone

China Limited

Rhone-Poulenc Rorer Asia Pacific Ltd

Sanofi-aventis Hong-Kong Ltd

INDIA

Sanofi India Limited

Genzyme India Private Limited

Merial India Private Limited

Shanta Biotechnics Limited

Sanofi-Pasteur India Private Ltd

Sanofi-Synthélabo (India) Limited

Aventis Pharma Limited

INDONESIA

PT Genzyme Indonesia

PT Sanofi-aventis Indonesia

PT Aventis Pharma

ISRAËL

Genzyme Israel Ltd

Sanofi-aventis Israël Ltd

IVORY COAST

Sanofi-aventis Côte d'Ivoire

JAPAN

Genzyme Japan K.K.

Merial Japan Ltd

Sanofi-aventis KK

Sanofi-Aventis - Meiji Pharmaceuticals Co Ltd

Sanofi-aventis Nichi-Iko K.K.

Sanofi Pasteur KK

Sanofi-Hisamitsu K.K.5

KAZAKHSTAN

Sanofi-aventis Kazakhstan LLP

KENYA

Sanofi-aventis Kenya Ltd

KOREA

Genzyme Korea Co., Ltd

Merial Korea Ltd

Sanofi-aventis Korea Co Ltd

Sanofi-Pasteur Ltd **LEBANON**

Sanofi-aventis Liban S.A.L.

MACEDONIA

Company for marketing Sanofi-Aventis Makedonija Doel

Skopje

MALAYSIA

Genzyme Malaysia Sdn. Bhd.

Sanofi-aventis (Malaysia) SDN. BHD

Winthrop Pharmaceuticals (Malaysia) SDN. BHD

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MEXICO

Genzyme Mexico S. de R.L. de C.V.

Genzyme México Servicios S.A.

Laboratorios Kendrick S.A.

Merial de Mexico S.A. de C.V.

Merial Mexico S.A. de C.V.

Sanofi-aventis de Mexico S.A. de C.V.

Sanofi-aventis Winthrop S.A. de C.V.

Sanofi Pasteur S.A. de C.V.6

MOROCCO

Maphar

Sanofi-aventis Maroc

NEW-ZEALAND

Merial New Zealand Limited

Sanofi-aventis New-Zealand Limited

NIGERIA

Sanofi-aventis Nigeria Ltd

PANAMA

Genzyme Panama

Sanofi-aventis Latin America S.A.

Sanofi-aventis de Panama S.A.

PARAGUAY

Sanofi-aventis Paraguay S.A.

PAKISTAN

Sanofi-aventis Pakistan Limited

PERU

Chattem Peru S.R.L.

Genzyme del Peru S.A.C.

Sanofi-aventis del Peru S.A.

PHILIPPINES

Merial Philippines Inc

Sanofi-aventis Philippines Inc.

Sanofi-Pasteur Inc.7

PUERTO RICO

Merial Barcelonetta LLC

MERIAL (IA) LLP

RUSSIA

Sanofi Russia AO

Genzyme Rus Limited Liability Company

Sanofi-Aventis Vostok

ZAO Aventis Pharma

ZAO Sanofi

Zentiva Pharma o.o.o.

SAUDI ARABIA

Sanofi-Aventis Arabia Co. Ltd

SENEGAL

Winthrop Pharma Sénégal

Sanofi-aventis Sénégal

SERBIA

Sanofi-aventis d.o.o. Beograd

SINGAPORE

Aventis Animal Nutrition Asia Pacific Pte Ltd

Aventis Pharma (Manufacturing) Pte Ltd

Genzyme Singapore Pte Ltd

Merial Asia Pte

Sanofi-aventis Singapore Pte Ltd

SOUTH AFRICA

Zentiva South Africa (PTY)

Animal Health Care South Africa (Pty) Limited

Merial South Africa (Pty) Ltd

Sanofi-aventis South Africa Pty Ltd

Sisonke Pharmaceuticals Pty Ltd8

Winthrop Pharmaceuticals Pty Ltd

SRI LANKA

Sanofi-aventis Lanka Limited

SWITZERLAND

Sanofi-Aventis (Suisse) SA

Sanofi SA (Sanofi AG)

Sanofi-Aventis Gestion

TAIWAN

Genzyme Taiwan Limited

Merial Taiwan Co Ltd

Sanofi-aventis Taiwan Co Ltd

Winthrop Pharmaceutical Taiwan Co Ltd

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THAILAND

Zentiva (Thailand) Ltd

Genzyme (Thailand) Ltd

Merial (Thailand) Limited

Roussel (Thailand) Ltd

Sanofi-Synthélabo (Thailand) Ltd

Sanofi-Pasteur Ltd

Sanofi-aventis (Thailand) Ltd

TUNISIA

Sanofi-aventis Tunisie

Sanofi-aventis Pharma Tunisie

Winthrop Pharma Tunisie

TURKEY

Sanofi Saglik Urunleri limited Sirketi

Zentiva Kimiyasal Urunleri Sanayi ve Ticaret A.S.

Zentiva Saglik Urunleri Sanayi ve Ticaret A.S.

Winthrop Ilac Anonim Sirketi

Sanofi-Aventis Ilaclari Limited Sirketi

Sanofi-Sythelabo Ilac A.S.9

Sanofi-Pasteur Asi Ticaret A.S.

U.A.E.

Genzyme Middle East FZ – LLC

Sanofi-aventis Gulf FZE

UKRAINE

Limited Liability Company sanofi-aventis Ukraine

URUGUAY

MERIAL SA Uruguay

Sanofi-aventis Uruguay S.A.

U.S.A.

Genzyme Therapeutics Products limited partnership

Aventis Holdings Inc

Aventis Pharmaceuticals Puerto Rico Inc.

Aventisub Inc.

Aventisub II, Inc. Bipar

Sciences Inc. Britton

Laboratories Cardem

Investments Inc Genzyme

Corporation

IM MERIAL HOLDINGS LLC

Immunization Management Services, Inc.

Life Sciences Holdings, Inc.

MERIAL FINANCE LLC

MERIAL INC

Merial Limited

MERIAL SELECT INC

Merial Vaccination Technologies, Inc.

Mérieux America Holdings, Inc.

Newport Labs Inc.

Newport Laboratories Holdings Inc.

Newport Laboratories International Inc.

NOMAD NEW JERSEY, INC.

Pluromed Inc.

Sanofi-Aventis Puerto Rico Inc.

Sanofi-Aventis US LLC10

Sanofi-Pasteur Biologics Co.

Sanofi-Pasteur Inc.

Sanofi Pasteur VaxDesign Corporation

Sanofi-Topaz, Inc.

VaxServe Inc.

VENEZUELA

Sanofi-aventis de Venezuela S.A.

VIETNAM

Sanofi-aventis Vietnam Company Limited

Sanofi-Synthélabo Vietnam Pharmaceutical Shareholding

Company

Appendix 6: Acceptation agreement form

ACCEPTATION OF THE SANOFI BINDING CORPORATE RULES

BETWEEN THE UNDERSIGNED

Sanofi (formerly known as sanofi-aventis), a French company existing and organised under French law, with a capital of 2 634 929 564 Euros, whose registered office is located at 54 Rue La Boétie, 75008 Paris (France), registered with the Trade and Companies Register under number 395 030 844 RCS Paris, represented by Dante Beccaria, acting as Vice President, Global Compliance Officer, duly empowered for purposes hereof,

Hereinafter designated as "Sanofi", party of the first part,

AND

[**Name of the subsidiary**], a company existing and organised under [**indicate applicable State**] law, with a capital of [**indicate the share capital**], whose registered office is located at [**address of the registered office**], represented by [**name of the representative**] acting as [**Title**], duly empowered for purposes of the present agreement,

And hereinafter designated as the "Data Importer", party of the second part,

WHEREAS within Sanofi group (the "Group"), various types of personal data processing are performed and personal data are, from time to time, transferred to subsidiaries located outside the European Economic Area (EEA).

WHEREAS any and all Group companies as well as their employees have to comply with the "Personal Data Charter" enforceable within the Group.

WHEREAS Sanofi has set up and controls the enforcement of so called binding corporate rules, within the meaning of the EC Directive 94/46 to cover the transfer of personal data from any of the Group's subsidiaries located in any country of the EEA to any of the Group's subsidiaries located out of the EEA.

WHEREAS the Parties wish to confirm the obligation of the Data Importer to comply with the foregoing binding corporate rules).

1 PURPOSE

The Data Importer hereby expressly confirms its commitment to strictly comply with the provisions of the binding corporate rules enforceable within the Group as they exist upon the date of entry into force of this agreement, as well as any subsequent version thereof (hereinafter collectively the "Binding Corporate Rules" or "BCRs"). The Data Importer acknowledges it has received a copy of BCRs and that BCRs are available on the Sanofi group intranet.

2 TERM

This agreement shall come into force as of its most recent signature date mentioned below and shall remain in effect as long as the BCRs themselves remain in effect.

(a) This agreement shall be automatically terminated as of right and without notice upon the date on which the Data Exporter ceases to be a Subsidiary of the Group. For the purposes hereof, the term "Subsidiary" shall mean (i) any company of which Sanofi, either directly or indirectly, holds more than half (50%) of the registered capital, (ii) any company which Sanofi controls or manages and/or any

other company which shall become a “Subsidiary” within the meaning of the BCRs as such BCRs may be amended during the course of this Agreement.

(b)

3 MISCELLANEOUS

Sanofi shall be authorized to transfer all or part of its rights and obligations hereunder to any entity of its choice within the Group located in the EEA.

4 APPLICABLE LAW - DISPUTE SETTLEMENT

This agreement shall be governed by, and interpreted solely in accordance with French Law, notwithstanding its conflict of law principles.

ANY DISPUTE ARISING BETWEEN THE PARTIES RELATING TO THE EXECUTION, PERFORMANCE AND/OR CONSTRUCTION OF THIS AGREEMENT SHALL BE SUBMITTED TO THE SOLE JURISDICTION OF THE COMPETENT COURTS OF PARIS, NOTWITHSTANDING ANY SUMMARY PROCEEDINGS, CO-DEFENDANTS OR IMPLEADER.

Signed in Paris,

in two (2) originals

Sanofi	[Company name]
Date	Date
Name: Claire Terrazas Title: Vice-President, Corporate Legal Affairs	Name: Title:
Signature	Signature
Company seal	Company seal

Appendix 7: Information Systems Usage Charter