

INFORMATION RELATING TO THE REMUNERATION OF MR. MARC DE GARIDEL, CHAIRMAN OF THE BOARD OF DIRECTORS

At its meeting on July 8, 2016, the Board of Directors of the Company has approved the terms and conditions of the new corporate office of Mr. Marc de Garidel as Chairman of the Board of Directors, including the indemnities and other benefits due or likely to be due as a result of the termination of his duties or at the end of his term of office. This corporate office takes effect from the date on which Mr. David Meek takes up his duties as Chief Executive Officer of the Company, namely on July 18, 2016.

In accordance with Articles L. 225-42-1 and R. 225-34-1 of the French Commercial Code and the recommendations of the AFEP-MEDEF Corporate Governance Code, IPSEN discloses the elements of remuneration of Mr. Marc de Garidel as Chairman of the Board of Directors of the Company.

I. Remuneration for the term of the corporate office of Mr. Marc de Garidel

Gross fixed remuneration for the 2016 financial year

For the 2016 financial year, at the recommendation of the Compensation Committee, the Board of Directors has set the fixed remuneration of Mr. Marc de Garidel at an annual gross amount of EUR 800,000. For the 2016 financial year, this remuneration will be paid on a *prorata temporis* basis from July 18, 2016.

Annual gross variable remuneration and long term incentives (LTIs) for the 2016 financial year

For the 2016 financial year, at the recommendation of the Compensation Committee, the Board of Directors has decided that no gross annual variable remuneration or long term incentives shall be paid to Mr. Marc de Garidel in consideration of his duties as Chairman of the Board of Directors of the Company.

Mr. Marc de Garidel shall continue to benefit from the LTIs which have been granted to him as part of the restricted shares plans and the Deferred Cash plan indexed on the IPSEN share price determined by the Board of Directors on April 1, 2015 (for the 2015 and 2016 financial years). Mr. Marc de Garidel will also continue to benefit, in proportion to the time as Chief Executive Officer during the 2016 financial year, from the LTIs granted to him as part of the restricted shares plan determined by the Board of Directors on May 31, 2016 (for the 2016 and 2017 financial years).

Attendance fees

Mr. Marc de Garidel shall not receive any attendance fees as part of his duties as Chairman of the Board of Directors.

II. Remuneration following the term of the corporate office of Mr. Marc de Garidel

The Board of Directors has decided to grant Mr. Marc de Garidel a severance package under the following conditions, in accordance with the recommendations of the AFEP-MEDEF Code, namely:

- an indemnity which will only be due in the event of a forced departure (*départ contraint*) within the meaning of the AFEP-MEDEF Code,
- of an amount equal to the remuneration received from the Company over the last 24 rolling calendar months preceding the effective date of his departure,
- the grant of which will be subject to the maintaining of the recurring operating margin of the Group during the three years preceding his departure at a minimum threshold of 15% for 2016, and
- including, for a portion equal to 50% of the amount hereof, the amount payable in consideration for the non-compete undertaking of Mr. Marc de Garidel.

The Board of Directors has also decided to allow Mr. Marc de Garidel to benefit from the existing additional pension scheme of the Company giving the right, at the time of retirement, to the payment of an annual pension calculated by reference to his seniority within the Group at a rate of 0.6% of the total gross remuneration ("TGR") per year of seniority for the portion of the TGR lower than 8 times the French annual social security ceiling and at a rate of 1% per year of seniority for the portion of the TGR exceeding 8 times the French annual social security ceiling (with the French annual social security ceiling amounting to EUR 38,616 in 2016). In accordance with the recommendations of the AFEP-MEDEF Code and to Article L. 255-42-1 of the French Commercial Code, the granting of this additional pension scheme will be subject to the following performance criteria: maintaining the recurring operating margin of the Group during the three years preceding his departure at a minimum threshold of 15%. Mr. Marc de Garidel shall also have a minimum seniority of 5 years within the Group, and be eligible to social security retirement at the full rate (*i.e.*, a retirement at the age of sixty-two at the earliest under current French law). The Board of Directors has also decided that Mr. Marc de Garidel is to benefit from three additional years of seniority within the context of the Company's additional pension scheme in return for his undertaking to continue his involvement within the Group as Chairman of the Board, provided that his effective departure from the Company does not take place prior to the month of November of the year he reaches 62 years of age. The acquisition of these additional years of seniority would take place on a year-by-year basis from the 2017 financial year and subject to compliance with the performance criteria referred to above for the year in question.

III. Undertakings of Mr. Marc de Garidel

Non-compete undertaking

Mr. Marc de Garidel agreed, in the event of his departure from the Group, during a period of 24 months following the date of his effective departure, not to perform or participate from an operational standpoint (including as a consultant), within the territory of the European Economic Area (EEA) and/or North America, in any activity relating to the development and/or the marketing of products belonging to the same therapeutic category (source IMS-Health) as one of the top three products of the Group in terms of turnover on the date of Mr. Marc de Garidel's

effective departure. The indemnity owed by the Company in consideration of this non-compete undertaking will be included in the severance package described above if it were also due.

Prevention of certain conflicts of interests

Mr. Marc de Garidel also undertook towards the Group, for a period of four (4) years following the date of his effective departure from the Company, to prevent certain conflicts of interest situations.

IV. Consultant contract between Mr. Marc de Garidel and Mayroy S.A.

Mr. Marc de Garidel and the company Mayroy S.A., majority shareholder of the Company, have entered into a consultant contract whereby Mr. Marc de Garidel will be in charge of carrying out technical, scientific, competitive and strategic monitoring in the pharmaceutical field on behalf of Mayroy S.A. In consideration of the performed services, Mr. Marc de Garidel shall receive fees at an annual amount set at a flat rate of EUR 300,000 excluding taxes.

The statutory auditors will be informed of these undertakings following the term of his corporate office under the conditions established by law. In accordance with Article L. 225-42-1 paragraph 4 of the French Commercial Code, a specific resolution on remuneration elements following the term of the corporate office will be submitted to the approval of the annual Shareholders' Meeting of the Company convened to approve the 2016 financial statements.

In accordance with the AFEP-MEDEF Corporate Governance Code, the remuneration package of Mr. Marc de Garidel shall be submitted to a consultative vote of the shareholders at the annual Shareholders' Meeting of the Company convened to approve the 2016 financial statements.

The corporate governance practices of the Company and the remuneration package of Mr. Marc de Garidel will be detailed in the Company's Registration Document for 2016.

This press release is established and available on IPSEN's website (www.ipsen.com) in accordance with the provisions of the French Commercial Code and the AFEP-MEDEF Corporate Governance Code.