BASE PROSPECTUS DATED 29 APRIL 2013

SOCIÉTÉ GÉNÉRALE
as Issuer and Guarantor
(incorporated in France)

and

SG ISSUER
as Issuer
(incorporated in Luxembourg)

SGA SOCIÉTÉ GÉNÉRALE ACCEPTANCE N.V.
as Issuer
(incorporated in Curaçao)

SG OPTION EUROPE
as Issuer
(incorporated in France)

€ 125.000.000.000
Debt Instruments Issuance Programme

Under this €125.000.000.000 Debt Instruments Issuance Programme (the **Programme**), each of Société Générale, SG Issuer, SGA Société Générale Acceptance N.V. and SG Option Europe (each an **Issuer** and together the **Issuers**) may from time to time issue Notes (the **Notes** such definition to include CDIs, as defined below, where applicable) denominated in any currency agreed by the Issuer of such Notes (the **relevant Issuer**) and the relevant Purchaser(s) (as defined below). When securities to be issued pursuant to this Base Prospectus are qualified as "certificates" (such expression including the Italian Certificates, as defined in the section headed "*Terms and Conditions of the English Law Notes and the Uncertificated Notes*"), any reference in the relevant section of this Base Prospectus and in the applicable Final Terms to "**Notes**" and "**Noteholders**" shall be deemed to be a reference to "**Certificates**" and "**Certificateholders**".

Notes issued under the Programme may either be secured (**Secured Notes**) or unsecured (**Unsecured Notes**), as specified in the applicable Final Terms and as further described herein.

On 20 April 2012, Société Générale, SGA Société Générale Acceptance N.V. and SG Option Europe issued a base prospectus describing the Programme. This Base Prospectus supersedes and replaces this base prospectus, the supplements thereto and all previous offering circulars and supplements thereto.

Payments in respect of Notes issued by SG Issuer, SGA Société Générale Acceptance N.V. and SG Option Europe will be unconditionally and irrevocably guaranteed by Société Générale (the **Guarantor**).

Subject as set out herein, the Notes will not be subject to any minimum or maximum maturity. The maximum aggregate nominal amount of all Notes from time to time outstanding will not exceed €125.000.000.000 (or its equivalent in other currencies calculated as described herein) or such greater amount as is agreed between the parties to the programme agreement dated 29 April 2013 (the **Programme Agreement**, which expression includes the same as it may be updated or supplemented from time to time).

The Notes will be issued on a continuing basis to one or more of the Dealers specified in the "*General Description of the Programme*" and any additional dealer appointed under the Programme from time to time (each a **Dealer** and together the **Dealers**). Notes may also be issued to third parties other than Dealers. Dealers and such third parties are referred to as **Purchasers**. The terms and conditions of the English Law Notes (the **English Law Notes**) and the Uncertificated Notes (the **Uncertificated Notes**) are set out herein in the section headed "*Terms and Conditions of the English Law Notes and the Uncertificated Notes*" and the terms and conditions of the French Law Notes (the **French Law Notes**) are set out herein in the section headed "*Terms and Conditions of the French Law Notes*".

English Law Notes may be issued in bearer form (**Bearer Notes**, which include Bearer SIS Notes (as defined in the section headed "*Terms and Conditions of the English Law Notes and the Uncertificated Notes*") or registered form (**Registered Notes**) or in uncertificated form (**EUI Notes**) or as Uncertificated SIS Notes (as defined in the section headed "*Terms and Conditions of the English Law Notes and the Uncertificated Notes*"). Bearer Notes and Registered Notes may be represented by one or more Global Notes (as defined in the section headed "*Terms and Conditions of the English Law Notes and the Uncertificated Notes*").

Bearer Notes (other than SIS Notes) will be deposited with a common depositary (**Common Depositary**) or, in the case of new global notes (**New Global Notes** or **NGNs**), a common safekeeper (**Common Safekeeper**) on behalf of Euroclear Bank S.A./N.V. as operator of the Euroclear System (**Euroclear**) and Clearstream Banking, société anonyme (**Clearstream, Luxembourg**). Bearer SIS Notes (certified in a Permanent Global SIS Note) will be deposited with the Swiss securities services corporation SIX SIS Ltd (**SIS**) or any other intermediary in Switzerland recognised for such purposes by the SIX Swiss Exchange Ltd.

Registered Notes will either (i) be deposited with a custodian for, and registered in the name of a nominee of, DTC (in the case of Rule 144A Global Notes and Regulation S Global Notes (as defined in the section headed "*Terms and Conditions of the English Law Notes and the Uncertificated Notes*") only) or (ii) be deposited with a Common Depositary for Euroclear and Clearstream, Luxembourg, or, in the case of Registered Global Notes (as defined in the section headed "*Terms and Conditions of the English Law Notes and the Uncertificated Notes*") issued under the new safekeeping structure (**NSS**) registered in the name of a nominee of one of the International Central Securities Depositaries (**ICSDs**) acting as Common Safekeeper. Uncertificated Notes shall include Uncertificated Nordic Notes, Uncertificated SIS Notes and EUI Notes (all as defined and further described in the section headed "*Form of the Notes*"). Uncertificated Notes will be issued in uncertificated and dematerialised book-entry form, in each case, as more fully set out in "*Form of the Notes*" herein. Noteholders may hold EUI Notes through Euroclear UK & Ireland Limited (formerly known as CRESTCo Limited) (such clearing system, **EUI**) either directly (**CREST Notes**) or through the issuance of CREST Depository Interests (such securities, **CDIs**) representing underlying Notes (CREST Notes and CDIs together to be known as EUI Notes). CDIs are independent securities constituted under English law and transferred through CREST. CDIs will be issued by CREST Depository Limited pursuant to a global deed poll dated 25 June 2001 (as subsequently modified, supplemented and/or restated, the **CREST Deed Poll**), as all more fully described in the section headed Book Entry Clearance Systems. French Law Notes (as defined below) may be issued in dematerialised form or materialised form.

English Law Notes and French Law Notes will constitute *obligations* under French law, within the meaning of Article L.213-5 of the French *Code monétaire et financier*, if so specified in the relevant Final Terms.

Application has been made to the *Commission de Surveillance du Secteur Financier* (the **CSSF**) in its capacity as competent authority under the *loi relative aux prospectus pour valeurs mobilières* dated 10 July 2005, as amended, which implements the Prospectus Directive (the **Luxembourg Act**) to approve this document as a base prospectus. Such application does not extend to money market instruments (as defined in the Prospectus Directive) having a maturity of less than one year. By approving this Base Prospectus, the CSSF gives no undertaking as to the economic or financial opportuneness of the transaction or the quality or solvency of the Issuers in line with the provisions of article 7(7) of the Luxembourg Act. Application has also been made to the Luxembourg Stock Exchange for Notes issued under the Programme to be admitted to trading on the Luxembourg Stock Exchange's regulated market and to be listed on the Official List of the Luxembourg Stock Exchange. The regulated market of the Luxembourg Stock Exchange is a regulated market for the purposes of the Markets in Financial Instrument Directive 2004/39/EC of 21 April 2004 (a **Regulated Market**). Notes issued under the Programme may also be unlisted or listed and admitted to trading on any other market, including any other Regulated Market in any Member State of the EEA and/or offered to the public in any Member State of the EEA. The relevant final terms in respect of the issue of any Notes (as defined below) will specify whether or not such Notes will be listed and admitted to trading on any market and/or offered to the public in any Member State of the EEA and, if so, the relevant market.

Application has also been made to the SIX Swiss Exchange Ltd (the **SIX Swiss Exchange**) to approve this document as an "issuance programme" for the listing of derivatives and an "issuance programme" for the listing of bonds, both in accordance with the listing rules of the SIX Swiss Exchange. In respect of Notes to be listed on the SIX Swiss Exchange, this Base Prospectus and the relevant Final Terms will constitute the listing prospectus pursuant to the listing rules of the SIX Swiss Exchange. The CSSF has neither reviewed nor approved any information in this Base Prospectus (i) pertaining to Notes listed on the SIX Swiss Exchange and the CSSF assumes no responsibility in relation to issues of Notes listed on the SIX Swiss Exchange and (ii) relating to Notes indexed on Société Générale indices (notably the sub-section headed "*Conflicts of interest in connection with proprietary indices*" of the section headed "*Risk Factors*" and the section headed "*Additional Terms and Conditions for SGI Linked Notes*").

Notice of the aggregate nominal amount of Notes, interest (if any) payable in respect of Notes, the issue price of Notes which are applicable to each Tranche (as defined in the Terms and Conditions of the Notes) of Notes will be set out in a final terms document (the **Final Terms**) which (except in the case of Private Placement Notes (as defined below)) will be filed with the CSSF. The Programme provides that Notes may be listed or admitted to trading, as the case may be, on such other or further stock exchanges or markets as may be agreed between the relevant Issuer, the Guarantor and the relevant Purchaser. Each Issuer may also issue unlisted Notes and/or Notes not admitted to trading on any market.

The Notes may be rated at the latest on the relevant Issue Date by one or more rating agencies. The rating(s) of the Notes (if any) will be specified in the relevant Final Terms, including as to whether or not such credit ratings are issued by credit rating agencies established in the European Union, registered (or which have applied for registration) under Regulation (EC) No 1060/2009 of the European Parliament and of the Council dated 16 September 2009, as amended by Regulation (EU) No 513/2011 of the European Parliament and of the Council dated 11 May 2011 (the **CRA Regulation**) and are included in the list of registered credit rating agencies published at the website of the European Securities and Markets Authority (www.esma.europa.eu).

In general, European regulated investors are restricted from using a rating for regulatory purposes if such rating is not issued by a credit rating agency established in the European Union and registered under the CRA Regulation unless the rating is provided by a credit agency operating in the European Union before 7 June 2010 which has submitted an application for registration in accordance with the CRA Regulation and such registration is not refused. A rating is not a recommendation to buy, sell or hold securities and may be subject to suspension, change, or withdrawal at any time by the assigning rating agency without notice.

ARRANGER

Société Générale Corporate & Investment Banking

DEALERS

Société Générale Corporate & Investment Banking

Société Générale Bank & Trust

SG Option Europe

BASE PROSPECTUS – USER GUIDE

BASE PROSPECTUS
USER GUIDE

BUILDING TEAM SPIRIT TOGETHER

SOCIETE GENERALE
Corporate & Investment Banking

INTRODUCTION

The aim of this section or "User Guide" is to provide a simple tool for investors to help them navigate in the various documents made available in relation to the Notes issued by Société Générale, SGA Société Générale Acceptance NV, SG Option Europe and SG Issuer (the "Products" or a "Product").

DOCUMENTATION

For each Series of Notes issued under the Base Prospectus, the following documents are available to investors systematically:

- **The Base Prospectus:** This exhaustive document:

    - contains a summary, the information relating to the issuers and to the guarantor of the Notes, the general risk factors;
    - describes the general terms and conditions of the Notes;
    - details all the possible specific characteristics of the Notes, including all possible payoff formulae used to calculate the interest and /or the redemption amount(s) due early or at maturity and all possible underlyings.

- **The Supplement(s) if any:** This document is issued for every significant new factor, material mistake or inaccuracy relating to the information included in the Base Prospectus which is capable of affecting the assessment of the Notes.

These documents are available on the website of the Luxembourg Stock Exchange (www.bourse.lu) and on the website of the Issuers (http://prospectus.socgen.com).

- **The Final Terms:** This document is issued for each specific Series of Notes: it includes an Issue Specific Summary and describes:

    - the general characteristics, e.g. issuer, relevant identification codes, denomination, etc;
    - the financial characteristics, e.g. coupon and redemption formulae, automatic early redemption mechanism (if any) and the relating definitions;
    - the underlying asset(s) to which the product is linked; and
    - the relevant dates, e.g. issue, maturity, coupon payment, valuation dates.

The Final Terms are available on the website of the Luxembourg Stock Exchange (www.bourse.lu), when the Notes are admitted to trading on the Regulated Market of the Luxembourg Stock Exchange, and on the website of the Issuer (http://prospectus.socgen.com), when the Notes are offered to the public or admitted to trading on a Regulated Market in the European Economic Area.

HOW TO NAVIGATE IN THE BASE PROSPECTUS

THE VARIOUS SECTIONS OF THE BASE PROSPECTUS:

Common sections relevant for all Notes

Sections relevant to specific Notes issuance

Table of contents of the Base Prospectus

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FORM OF DEED OF GUARANTEE	6. Terms of the **Société Générale guarantee**
USE OF PROCEEDS DESCRIPTION OF SOCIÉTÉ GÉNÉRALE DESCRIPTION OF SG ISSUER DESCRIPTION OF SGA SOCIÉTÉ GÉNÉRALE ACCEPTANCE N.V. DESCRIPTION OF SG OPTION EUROPE DESCRIPTION OF THE PREFERENCE SHARE ISSUER AND THE PREFERENCE SHARES	7. Sections relevant to Notes depending on the **issuer / guarantor** of the Notes
BOOK ENTRY CLEARANCE SYSTEMS TAXATION SUBSCRIPTION, SALE AND TRANSFER RESTRICTIONS GENERAL INFORMATION	8. Sections providing **additional general information**

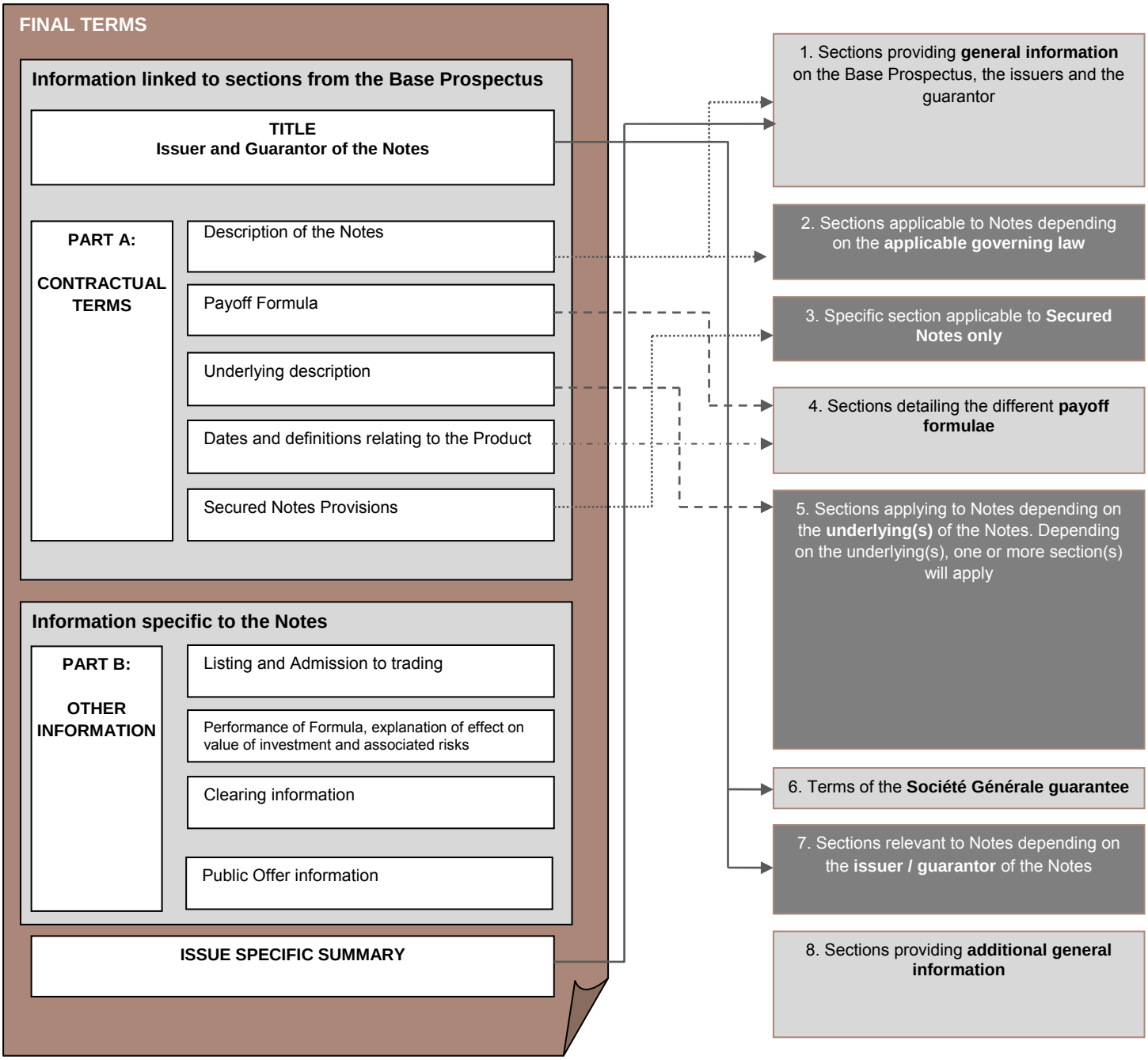
Notes issued under the Base Prospectus **rely on many generic sections** of the Base Prospectus detailed above, but, depending on the characteristics of the Notes, **not all sections of the Base Prospectus will be relevant to a specific Notes issuance**.

HOW TO READ THE FINAL TERMS

The applicable Final Terms are divided in three parts:

- Part A, named “Contractual Terms” provides the specific contractual terms of the Product;
- Part B, named “Other Information” provides the information specific to the Notes; and
- Only in the case of Notes offered to the public or admitted to trading on a Regulated Market in the European Economic Area, a third part is annexed to the Final Terms constituting a summary of the Notes named “Issue Specific Summary” (which comprises the summary in the Base Prospectus as amended to reflect the provisions of the applicable Final Terms).

Exhaustive information on the Products in respect of the first part of the Final Terms is available in the Base Prospectus: the following diagram provides the links between the various paragraphs of the first part of the Final Terms and the corresponding sections of the Base Prospectus.

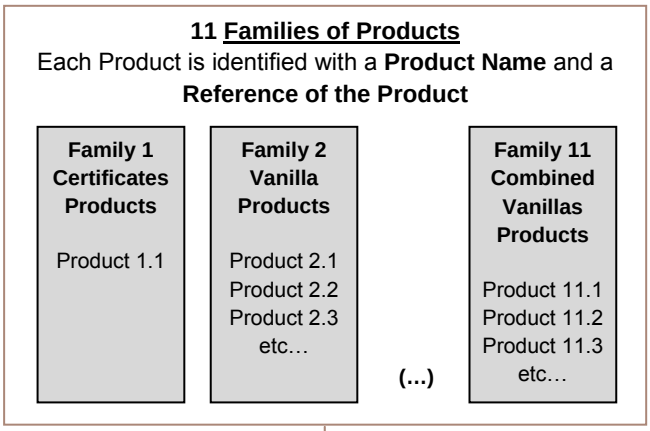


HOW TO READ THE ADDITIONAL TERMS AND CONDITIONS RELATING TO FORMULAE

The section "ADDITIONAL TERMS AND CONDITIONS RELATING TO FORMULAE" is the section of the Base Prospectus where all payoff formulae are detailed. This section contains:

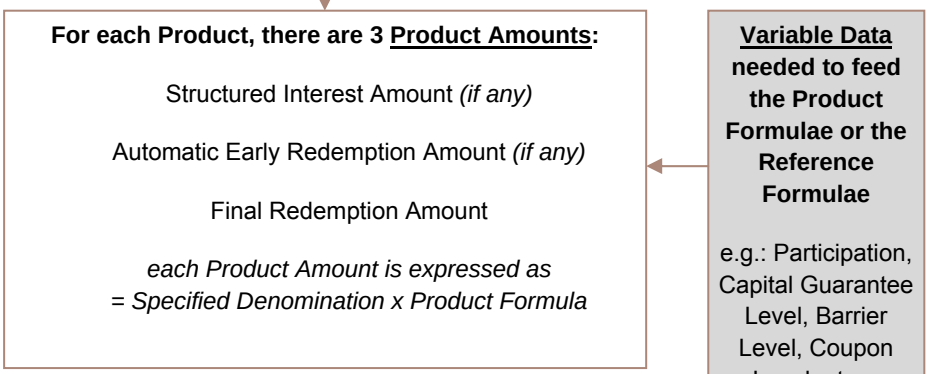
- an exhaustive list of Products with their respective Product Formula, regrouped in Families of Products (*Condition 3 of the Additional Terms and Conditions relating to Formulae*);
- an exhaustive list of References Formulae *(Condition 4 of the Additional Terms and Conditions relating to Formulae);*
- the definitions of all Variable Data needed as input in the different Product Formulae (*Condition 5 of these Additional Terms and Conditions relating to Formulae);* and
- the definition of all add ons that may be used as an additional feature of a Product Formula.

For ease of reading, the Products with similar characteristics are regrouped in **Families of Products** (such as "Vanilla Products"). Each Product is identified with its **Product Name** and its **Reference of the Product** (such as "3.2.1 European Calls")

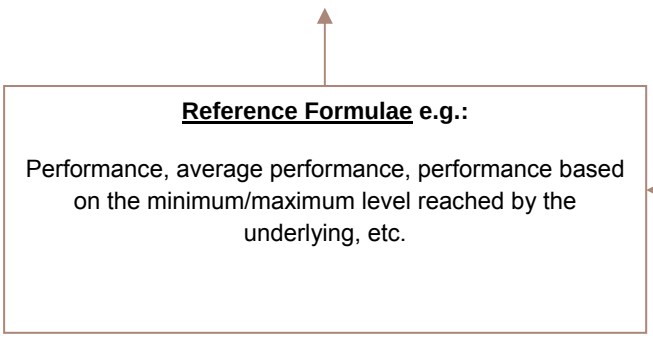


Each Product Amount describes an amount due under the Notes:

- during the life of the product: the **Structured Interest Amount** (coupons)
- in case of an automatic early redemption: the **Automatic Early Redemption Amount** or "**AERA**"
- at maturity: the **Final Redemption Amount** or "**FRA**"



Each Product Formula of each Product Amount will be based on a **Reference Formula** (such as "4.1 Performance")



EXAMPLES OF FINAL TERMS - FOCUS ON PART A – *PAYOFF FORMULA*

The best way for an investor to understand a Product is to start reading the applicable Final Terms as they provide all the main information relating to the Notes.
Three case studies can be found below, aiming to provide a step-by-step guide for reading the Final Terms. The numbers precised before each section below reference the corresponding items in the applicable Final Terms.

CASE STUDY #1: EUROPEAN CALL

Product identified by its **Reference of the Product**

9.(iv) Reference of the Product: 3.2.1

3 possible Product Amounts:

Structured Interest Amount *(if any)*

15.(i) Structured Interest Amount(s): Not Applicable

Automatic Early Redemption Amount *(if any)*

19.(i) Automatic Early Redemption Amount: Not Applicable

Final Redemption Amount

Expressed as = Specified Denomination x Product Formula

20. Final Redemption Amount:

Unless previously redeemed, the Issuer shall redeem the Notes on the Maturity Date, in accordance with the following provisions in respect of each Note:

Scenario 1:
If on Valuation Date(1), AverageBasketLevel(1) is higher than or equal to 90% then:

Final Redemption Amount = Specified Denomination × [90% + 100% x (AverageBasketLevel(1) – 90%)]

StrikeFinal

FinalParticipation

ConstantRedemptionLevel_FRA_1

Scenario 2:
If on Valuation Date(1), AverageBasketLevel(1) is lower than 90%, then:

Final Redemption Amount = Specified Denomination × 90%

ConstantRedemptionLevel_FRA_2

Other information

Underlying

Dates

Variable Data

26.(i) Underlying(s):
k = 1: Index 1
k = 2: Index 2
k = 3: Index 3
k = 4: Index 4

27.(i) Definitions relating to dates:
Valuation Date(0): [DD/MM/YYYY]
Valuation Date(1): [DD/MM/YYYY]

Each Product Formula is based on reference performances or levels (Reference Formulae)

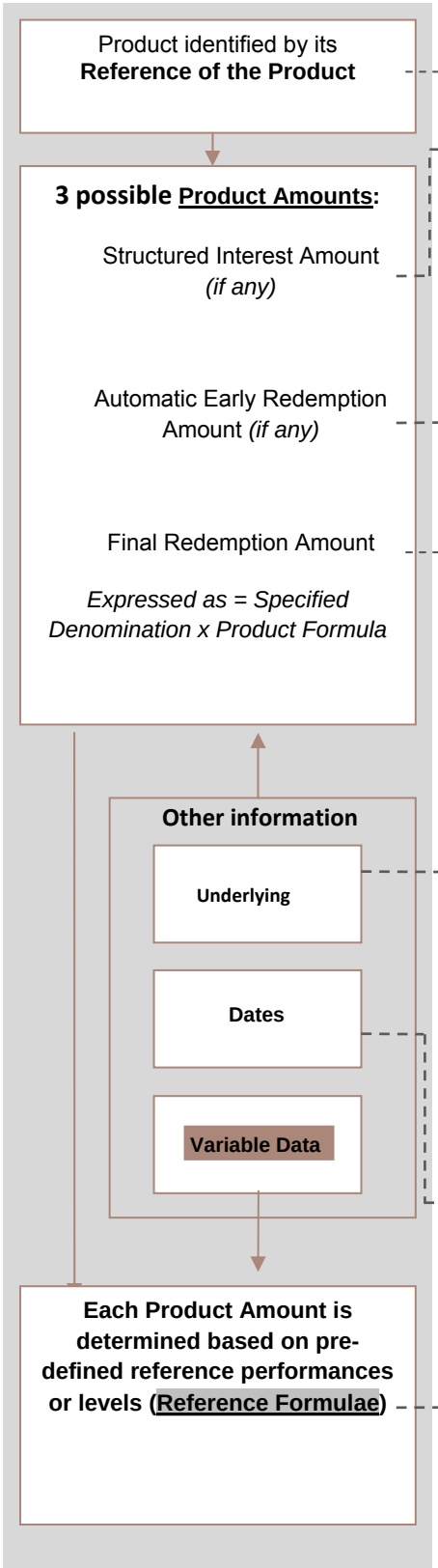
27.(ii) Definitions relating to the Product: Applicable, subject to the provisions of the Additional Terms and Conditions relating to Formulae

AverageBasketLevel(1) means the Arithmetic Average, for k from 1 to 4, of Level(i, k).as defined in Condition 4.3 of the Additional Terms and Conditions relating to Formulae.

Level(1, k) (k from 1 to 4) means (S(1,k) / S(0,k)) as defined in Condition 4.1 of the Additional Terms and Conditions relating to Formulae.

S(i, k) (i from 0 to 1) (k from 1 to 4) means in respect of any Valuation Date(i) the relevant Closing Price as defined in Condition 4.0 of the Additional Terms and Conditions relating to Formulae.

CASE STUDY #2: ATHENA OXYGEN



9.(iv) Reference of the Product: 3.3.4 with Option 7 applicable

15.(i) Structured Interest Amount: Not Applicable

19. (i) Automatic Early Redemption Amount: Applicable

Unless previously redeemed, if an Automatic Early Redemption Event has occurred, then the Issuer shall redeem early the Notes on Automatic Early Redemption Date(i) (i from 1 to 7), in accordance with the following provisions in respect of each Note:

Automatic Early Redemption Amount(i) = Specified Denomination × [100% + 9.25% x i]

ConstantRedemptionLevel_AERA

Coupon_AERA(i)

20. Final Redemption Amount:

Unless previously redeemed, the Issuer shall redeem the Notes on the Maturity Date, in accordance with the following provisions in respect of each Note:

BarrierAutocall(T)

Scenario 1:
If on Valuation Date(8), Performance(8) is higher than or equal to - 40% then:
Final Redemption Amount = Specified Denomination × [100% + 9.25% x 8]

ConstantRedemptionLevel_FRA_1

Coupon_FRA

Scenario 2:
If on Valuation Date(8), Performance(8) is lower than -40%, then:
Final Redemption Amount = Specified Denomination × [100% + Performance(8)]

ConstantRedemptionLevel_FRA_2

26.(i) Underlying(s):

Share 1

27.(i) Definitions relating to dates:

Valuation Date(0): [DD/MM/YYYY]
Valuation Date(i) (i from 1 to 8): i = 1: [DD/MM/YYYY], ….,i = 8: [DD/MM/YYYY]

27.(ii) Definitions relating to the Product: Applicable, subject to the provisions of the Additional Terms and Conditions relating to Formulae

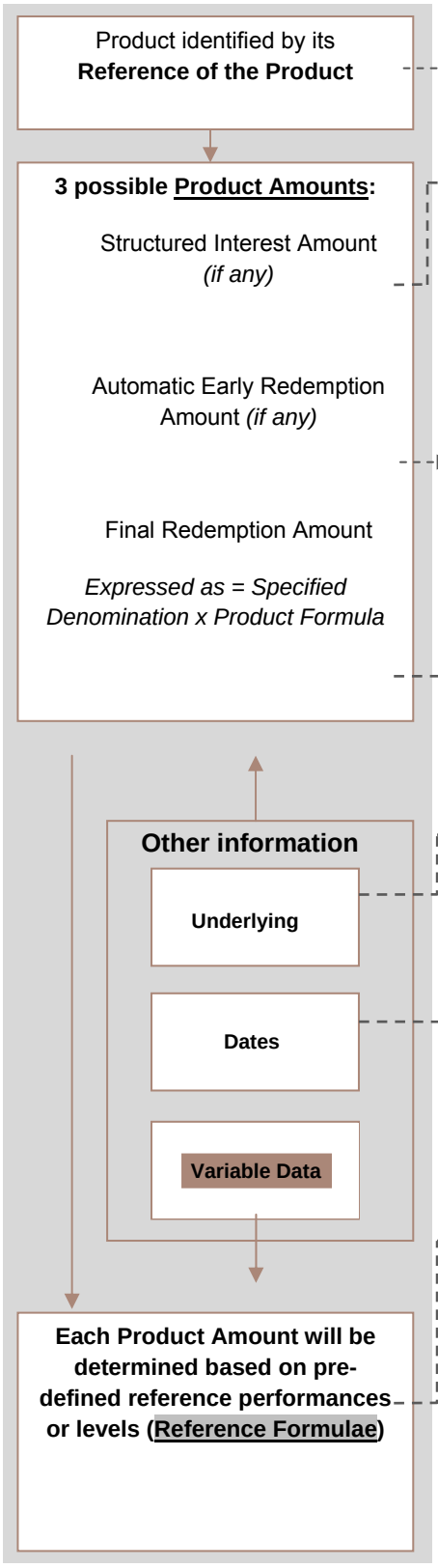
Automatic Early Redemption Event is deemed to have occurred, as determined by the Calculation Agent, if on a Valuation Date(i) (i from 1 to 7), Performance(i) is higher than or equal to 0%.

BarrierAutocall(i)

Performance(i) (i from 1 to 8) means (S(i) / S(0)) – 100 % as defined in Condition 4.1 of the Additional Terms and Conditions relating to Formulae.

S(i) (i from 0 to 8) means in respect of any Valuation Date(i) the Closing Price of the Underlying as defined in Condition 4.0 of the Additional Terms and Conditions relating to Formulae.

CASE STUDY #3: ACCUMULATOR



9.(iv) Reference of the Product: 3.5.1

15.(i) Structured Interest Amount:
Unless previously redeemed, on each Interest Payment Date(i) (i from 1 to 8), the Issuer shall pay to the Noteholders, for each Note, an amount determined by the Calculation Agent as follows:

Structured Interest Amount(i) = Specified Denomination x Max(0 ; SumTimeRestrikePerformance(12 x i))

Number of Valuation Dates per year — *i from 1 to 8* — Floor(i)

19.(i) Automatic Early Redemption Amount: Not Applicable

20. Final Redemption Amount:
Unless previously redeemed, the Issuer shall redeem the Notes on the Maturity Date, in accordance with the following provisions in respect of each Note:

Final Redemption Amount = Specified Denomination × 100%

ConstantRedemptionLevel

26.(i) Underlying(s):

Index 1

27.(i) Definitions relating to dates:

Valuation Date(0): [DD/MM/YYYY]
Valuation Date(i) (i from 1 to 96): i = 1: [DD/MM/YYYY], ….,i = 96: [DD/MM/YYYY]

Cap(i)

27.(ii) Definitions relating to the Product: Applicable, subject to the provisions of the Additional Terms and Conditions relating to Formulae

SumTimeRestrikePerformance(i , 5%) (i from 1 to 96) means the Sum, for t from 1 to i, of RestrikePerformance(t, 5%) as defined in Condition 4.17 of the Additional Terms and Conditions relating to Formulae.

RestrikePerformance(i , 5%) (i from 1 to 96) means Min(5% ; (S(i) / S(i-1)) - 100%) as defined in Condition 4.17 of the Additional Terms and Conditions relating to Formulae.

S(i) (i from 0 to 96) means in respect of any Valuation Date(i) the Closing Price of the Underlying as defined in Condition 4.0 of the Additional Terms and Conditions relating to Formulae.

IMPORTANT INFORMATION

This Base Prospectus comprises a separate base prospectus in respect of each of Société Générale, SG Issuer, SGA Société Générale Acceptance N.V. and SG Option Europe for the purpose of Article 5.4 of Directive 2003/71/EC (as amended by Directive 2010/73/EU (the 2010 PD Amending Directive**)) (the Prospectus Directive) and for the purpose of giving information with regard to the Issuers, the Guarantor and the Notes which is necessary to enable investors to make an informed assessment of the assets and liabilities, financial position, profit and losses and prospects of the Issuers and the Guarantor.**

Certain information contained in this Base Prospectus and/or documents incorporated herein by reference have been extracted from sources specified in the sections where such information appears. The Issuers confirms that such information has been accurately reproduced and that, so far as they are aware, and are able to ascertain from information published by the relevant third party, no facts have been omitted which would render the reproduced information inaccurate or misleading. Final Terms will (if applicable) specify the nature of the responsibility (if any) taken by the Issuer for any information relating to any underlying to which the Notes may be linked.

This Base Prospectus is to be read in conjunction with any supplement thereto and all documents which are deemed to be incorporated herein by reference (see "*Documents Incorporated by Reference*"). This Base Prospectus shall be read and construed on the basis that such documents are incorporated and form part of this Base Prospectus.

None of the Arranger or any Dealer has independently verified the information contained herein. Accordingly, no representation, warranty or undertaking, express or implied, is made and no responsibility is accepted by the Arranger or any Dealer as to the accuracy or completeness of the information contained or incorporated by reference in this Base Prospectus or any other information provided by either of the Issuers or the Guarantor in connection with the Programme or the Notes. None of the Arranger or any Dealer accepts any liability in relation to the information contained or incorporated by reference in this Base Prospectus or any other information provided by either of the Issuers or the Guarantor in connection with the Programme or the Notes.

No person is or has been authorised by any of the Issuers, the Guarantor, the Arranger or any of the Dealers to give any information or to make any representation not contained in or not consistent with this Base Prospectus or any other information supplied in connection with the Programme or the Notes and, if given or made, such information or representation must not be relied upon as having been authorised by any of the Issuers, the Guarantor, the Arranger or any of the Dealers.

Neither this Base Prospectus nor any other information supplied in connection with the Programme or any Notes (a) is intended to provide the basis of any credit or other evaluation or (b) should be considered as a recommendation or a statement of opinion (or a report on either of those things) by any of the Issuers, the Guarantor, the Arranger or any of the Dealers that any recipient of this Base Prospectus or any other information supplied in connection with the Programme or any Notes should purchase any Notes. Each investor contemplating purchasing any Notes should make its own independent investigation of the financial condition and affairs, and its own appraisal of the creditworthiness, of the relevant Issuer and (if applicable) the Guarantor. Neither this Base Prospectus nor any other information supplied in connection with the Programme or the issue of any Notes constitutes an offer or invitation by or on behalf of any of the Issuers, the Guarantor, the Arranger or any of the Dealers to any person to subscribe for or to purchase any Notes.

Neither the delivery of this Base Prospectus nor the offering, sale or delivery of any Notes shall in any circumstances imply that the information contained herein concerning the any of the Issuers or the Guarantor is correct at any time subsequent to the date hereof or that any other information supplied in connection with the Programme or the Notes is correct as of any time subsequent to the date indicated in the document containing the same. The Arranger or any of the Dealers expressly do not undertake to review the financial condition or affairs of any of the Issuers or the Guarantor during the life of the Programme or to advise any investor in the Notes of any information coming to their attention. Investors

should review, *inter alia*, the most recently published documents incorporated by reference into this Base Prospectus when deciding whether or not to purchase any Notes.

IMPORTANT INFORMATION RELATING TO THE USE OF THIS BASE PROSPECTUS AND OFFER OF NOTES GENERALLY

This Base Prospectus does not constitute an offer to sell or the solicitation of an offer to buy any Notes in any jurisdiction to any person to whom it is unlawful to make the offer or solicitation in such jurisdiction. The distribution of this Base Prospectus and the offer or sale of Notes may be restricted by law in certain jurisdictions. None of the Issuers, the Guarantor, the Arranger or the Dealers represent that this Base Prospectus may be lawfully distributed, or that any Notes may be lawfully offered, in compliance with any applicable registration or other requirements in any such jurisdiction, or pursuant to an exemption available thereunder, or assume any responsibility for facilitating any such distribution or offering. In particular, unless specifically indicated to the contrary in the applicable Final Terms, no action has been taken by the Issuers, the Guarantor, the Arranger or the Dealers which is intended to permit a public offering of any Notes outside the European Economic Area (EEA) or distribution of this Base Prospectus in any jurisdiction where action for that purpose is required. Accordingly, no Notes may be offered or sold, directly or indirectly, and neither this Base Prospectus nor any advertisement or other offering material may be distributed or published in any jurisdiction, except under circumstances that will result in compliance with any applicable laws and regulations. Persons into whose possession this Base Prospectus or any Note comes must inform themselves about, and observe, any such restrictions on the distribution of this Base Prospectus and the offering and sale of Notes (see the section headed "*Subscription, Sale and Transfer Restrictions*").

An investment in Notes does not constitute a participation in a collective investment scheme within the meaning of the Swiss Federal Act on Collective Investment Schemes (CISA). Therefore, the Notes are not subject to authorisation or supervision by the Swiss Financial Market Supervisory Authority FINMA (FINMA) and investors will not benefit from protection under the CISA or supervision by FINMA.

Each potential investor in the Notes must determine the suitability of that investment in light of its own circumstances. In particular, each potential investor may wish to consider, either on its own or with the help of its financial and other professional advisers whether it:

(i) has sufficient knowledge and experience to make a meaningful evaluation of the Notes, the merits and risks of investing in the Notes and the information contained or incorporated by reference in this Base Prospectus or any applicable supplement and in the Final Terms;

(ii) has access to, and knowledge of, appropriate analytical tools to evaluate, in the context of its particular financial situation, an investment in the Notes and the impact the Notes will have on its overall investment portfolio;

(iii) has sufficient financial resources and liquidity to bear all of the risks of an investment in the Notes, including Notes with principal or interest payable in one or more currencies, or where the currency for principal or interest payments is different from the potential investor's currency;

(iv) understands thoroughly the terms of the Notes and is familiar with the behaviour of any relevant underlying and financial markets; and

(v) is able to evaluate possible scenarios for economic, interest rate and other factors that may affect its investment and its ability to bear the applicable risks.

Legal investment considerations may restrict certain investments. The investment activities of certain investors are subject to legal investment laws and regulations, or review or regulation by certain authorities. Each potential investor should consult its legal advisers to determine whether and to what extent (1) Notes are legal investments for it, (2) Notes can be used as collateral for various types of borrowing and (3) other restrictions apply to its

purchase or pledge of any Notes. Financial institutions should consult their legal advisors or the appropriate regulators to determine the appropriate treatment of Notes under any applicable risk-based capital or similar rules

The Notes and any guarantee thereof have not been and will not be registered under the U.S. Securities Act of 1933, as amended, (the **Securities Act**) or under any state securities laws and none of the Issuers nor the Guarantor have registered or will register as an investment company under the U.S. Investment Company Act of 1940, as amended (the **Investment Company Act**). Accordingly, the Notes may not be offered or sold in the United States or to, or for the account or benefit of, U.S. persons except pursuant to an exemption from the registration requirements of the Securities Act in a transaction that will not cause the Issuer or the Guarantor, as the case may be, to become required to register under the Investment Company Act. The Permanently Restricted Notes (as defined below) may not at any time be offered, sold, resold, traded, pledged, redeemed, transferred or delivered, directly or indirectly, in the United States or to, or for the account or benefit of, any U.S. person, and may not be legally or beneficially owned at any time by any U.S. person (as defined in Regulation S, a **U.S. Person**) and accordingly are being offered and sold outside the United States to persons that are not U.S. Persons in reliance on Regulation S under the Securities Act (**Regulation S**). By its purchase of a Note (other than a Permanently Restricted Note), each purchaser will be deemed to have agreed that it may not resell or otherwise transfer the Note held by it except (a) to the Issuer or any affiliate thereof, (b) inside the United States to a person that is a qualified purchaser within the meaning of Section 2(a)(51) of the Investment Company Act and the rules thereunder (a **QP**) reasonably believed by the Seller to be a qualified institutional buyer (a **QIB**), as defined under Rule 144A under the Securities Act (**Rule 144A**), purchasing for its own account or for the account of a QIB that is also a QP in a transaction meeting the requirements of Rule 144A, (c) outside the United States in compliance with Rule 903 or Rule 904 under the Securities Act, or (d) pursuant to an effective registration statement under the Securities Act, in each case in accordance with all applicable U.S. State securities laws. By its purchase of a Permanently Restricted Note, each purchaser will be deemed to have agreed that it may not resell or otherwise transfer any Permanently Restricted Note held by it except outside the United States in an offshore transaction to a person that is not a U.S. Person. **Non-U.S. Registered Notes** means Registered Notes sold exclusively outside the United States in reliance on Regulation S and permanently restricted from sale, transfer or delivery in the United States or to a U.S. Person. **Permanently Restricted Notes** means Non-U.S. Registered Notes, Uncertificated Notes which are designated in the Final Terms to be Permanently Restricted Notes and Dematerialised Notes which are designated in the Final Terms to be Permanently Restricted Notes.

Notes in bearer form are subject to U.S. tax law requirements and may not be offered, sold or delivered within the United States or its possessions or to United States persons, except in certain transactions permitted by U.S. Treasury regulations. Terms used in this paragraph have the meanings given to them by the U.S. Internal Revenue Code of 1986 (the **Code**) and the U.S. Treasury regulations promulgated thereunder.

U.S. IMPORTANT INFORMATION

This Base Prospectus is being submitted on a confidential basis in the United States to a limited number of QIBs that are also QPs for informational use solely in connection with their consideration of the purchase of the Notes being offered hereby. Its use for any other purpose in the United States is not authorised. It may not be copied or reproduced in whole or in part nor may it be distributed or any of its contents disclosed to anyone other than the prospective investors to whom it is originally submitted.

Registered Notes (other than Permanently Restricted Notes) may be offered or sold within the United States only to QIBs that are also QPs in transactions exempt from the registration requirements of the Securities Act and that will not require any of the Issuers or the Guarantor to register under the Investment Company Act. Each U.S. purchaser of Registered Notes (other than Permanently Restricted Notes) is hereby notified that the offer and sale of any Registered Notes (other than Permanently Restricted Notes) to it may be being made in reliance upon the exemption from the registration requirements of the Securities Act provided by Rule 144A; provided that Permanently Restricted Notes may not be offered, sold, resold, traded, pledged, redeemed, transferred or delivered, directly or indirectly, in the United States or to, or for the account or benefit of, a U.S. Person, and any offer, sale, resale, trade, pledge, redemption, transfer or delivery made, directly or indirectly, within the United States or to, or for the account or benefit of, a U.S. Person will not be recognised.

Each purchaser or holder of Notes represented by a Rule 144A Global Note or a Combined Global Note (each as defined below) or any Notes issued in registered form in exchange or substitution therefor (together **Legended Notes**) and each purchaser or holder of Permanently Restricted Notes will be deemed, by its acceptance or purchase of any such Legended Notes or Permanently Restricted Notes to have made certain representations and agreements intended to restrict the resale or other transfer of such Notes as set out in the section headed "*Subscription, Sale and Transfer Restrictions*". Unless otherwise stated, terms used in this paragraph have the meanings given to them in the section headed "*Form of the Notes*".

The Notes and the Guarantee (in the case of any Series of Notes in respect of which the Guarantee is stated as being applicable, see the section headed "*Terms and Conditions of the English Law Notes and the Uncertificated Notes*" and/or "*Terms and Conditions of the French Law Notes*") have not been approved or disapproved by the U.S. Securities and Exchange Commission (the **SEC**), any State securities commission in the United States or any other U.S. regulatory authority, nor have any of the foregoing authorities passed upon or endorsed the merits of the offering of the Notes or the accuracy or adequacy of this Base Prospectus. Any representation to the contrary is a criminal offence in the United States.

KINGDOM OF BAHRAIN IMPORTANT NOTICE

In relation to investors in the Kingdom of Bahrain, Notes issued in connection with this Base Prospectus and related offering documents may only be offered in registered form to existing account holders and accredited investors as defined by the CBB in the Kingdom of Bahrain where such investors make a minimum investment of at least U.S.$ 100,000.

This offer does not constitute an offer of Securities in the Kingdom of Bahrain in terms of Article (81) of the Central Bank and Financial Institutions Law 2006 (decree Law No. 64 of 2006). This Base Prospectus and related offering documents have not been and will not be registered as a prospectus with the Central Bank of Bahrain (CBB). Accordingly, no Securities may be offered, sold or made the subject of an invitation for subscription or purchase nor will this Base Prospectus or any other related document or material be used in connection with any offer, sale or invitation to subscribe or purchase Securities, whether directly or indirectly, to persons in the Kingdom of Bahrain.

The CBB has not reviewed or approved this Base Prospectus or related offering documents and it has not in any way considered the merits of the Notes to be offered for investment, whether in or outside the Kingdom of Bahrain. Therefore, the CBB assumes no responsibility for the accuracy and completeness of the statements and information contained in this document and expressly disclaims any liability whatsoever for any loss howsoever arising from reliance upon the whole or any part of the contents of this document.

NOTICE TO NEW HAMPSHIRE RESIDENTS

NEITHER THE FACT THAT A REGISTRATION STATEMENT OR AN APPLICATION FOR A LICENSE HAS BEEN FILED UNDER CHAPTER 421-B OF THE NEW HAMPSHIRE REVISED STATUTES WITH THE STATE OF NEW HAMPSHIRE NOR THE FACT THAT A SECURITY IS EFFECTIVELY REGISTERED OR A PERSON IS LICENSED IN THE STATE OF NEW HAMPSHIRE CONSTITUTES A FINDING BY THE SECRETARY OF STATE OF NEW HAMPSHIRE THAT ANY DOCUMENT FILED UNDER CHAPTER 421-B IS TRUE, COMPLETE AND NOT MISLEADING. NEITHER ANY SUCH FACT NOR THE FACT THAT AN EXEMPTION OR EXCEPTION IS AVAILABLE FOR A SECURITY OR A TRANSACTION MEANS THAT THE SECRETARY OF STATE HAS PASSED IN ANY WAY UPON THE MERITS OR QUALIFICATIONS OF, OR RECOMMENDED OR GIVEN APPROVAL TO, ANY PERSON, SECURITY OR TRANSACTION. IT IS UNLAWFUL TO MAKE, OR CAUSE TO BE MADE, TO ANY PROSPECTIVE PURCHASER, CUSTOMER OR CLIENT ANY REPRESENTATION INCONSISTENT WITH THE PROVISIONS OF THIS PARAGRAPH.

AVAILABLE INFORMATION

To permit compliance with Rule 144A in connection with any resales or other transfers of Notes that are "restricted securities" within the meaning of the Securities Act, the Issuers have undertaken in a deed poll dated 19 April 2013 (the **Deed Poll**) to furnish, upon the request of a holder of such Notes or any beneficial interest therein, to such holder or to a prospective purchaser designated by him, the information required to be delivered under Rule 144A(d)(4) if, at the time of the request, the relevant Issuer is neither a reporting company under

Section 13 or 15(d) of the U.S. Securities Exchange Act of 1934, as amended, (the **Exchange Act**) nor exempt from reporting pursuant to Rule 12g3-2(b) thereunder.

SERVICE OF PROCESS AND ENFORCEMENT OF CIVIL LIABILITIES

The Issuers are corporations organised under the laws of Luxembourg, Curaçao and France, respectively (each a **Relevant Jurisdiction**). All of the officers and directors named herein reside outside the United States and all or a substantial portion of the assets of the relevant Issuer and of such officers and directors are located outside the United States. As a result, it may not be possible for investors to effect service of process in connection with a cause of action under the laws of a jurisdiction other than England and Wales outside the Relevant Jurisdiction upon the relevant Issuer or such persons, or to enforce judgments against them obtained in courts outside the Relevant Jurisdiction predicated upon civil liabilities of the relevant Issuer or such directors and officers under laws other than those of the Relevant Jurisdiction, including any judgment predicated upon United States federal securities laws.

PRESENTATION OF FINANCIAL AND OTHER INFORMATION

Each Issuer maintains its financial books and records and prepares its financial statements in accordance with financial reporting standards which differ in certain important respects from generally accepted accounting principles in the United States (**U.S. GAAP**).

INTERPRETATION

Capitalised terms which are used but not defined in any particular section of this Base Prospectus shall have the meaning attributed thereto in the relevant Terms and Conditions or any other section of this Base Prospectus.

All references in this Base Prospectus and any applicable Final Terms to:

(a) "U.S. dollars" or "U.S.$" refer to the lawful currency of the United States of America, those to "Sterling" or "£" refer to the lawful currency of the United Kingdom, those to "Australian dollars" or "A$" refer to the lawful currency of Australia, those to "Swiss Francs" refer to the lawful currency of Switzerland, those to "Japanese Yen" or "¥" refer to the lawful currency of Japan, those to "euro", "Euro" or "€" refer to the lawful currency introduced at the start of the third stage of European economic and monetary union pursuant to the Treaty on the Functioning of the European Union, as amended and those to "Yuan" or "Renminbi" refer to the lawful currency of the People's Republic of China (the **PRC**), which for the purpose of this document, excludes Taiwan and the Special Administrative Regions of the PRC: Hong Kong and Macau;

any three letter alphabetic currency codes, including but not limited to the three letter alphabetic currency codes set out below, shall have the meaning given to them pursuant to ISO 4217 (the international standard currency code established by the International Organization for Standardization):

Alphabetic code	Country	Currency
AED	UNITED ARAB EMIRATES	United Arab Emirates Dirham
ARS	ARGENTINA	Argentine Peso
AUD	AUSTRALIA	Australian Dollar
BGN	BULGARIA	Bulgarian Lev
BHD	BAHRAIN	Bahraini Dinar
BWP	BOTSWANA	Botswana Pula

BRL	BRAZIL	Brazilian Real
CAD	CANADA	Canadian Dollar
CHF	SWITZERLAND	Swiss Franc
CLP	CHILE	Chilean Peso
CNY[1]	CHINA	Chinese Yuan Renminbi
CZK	CZECH REPUBLIC	Czech Koruna
DKK	DENMARK	Danish Krone
EUR	EUROPEAN MEMBER STATES[2]	Euro
GBP	UNITED KINGDOM	Pound Sterling
GHS	GHANA	New Ghanaian cedi
HKD	HONG KONG	Hong Kong Dollar
HRK	CROATIA	Croatian Kune
HUF	HUNGARY	Forint
ILS	ISRAEL	New Israeli Sheqel
IDR	INDONESIA	Indonesian Rupiah
ISK	ICELAND	Icelandic Krona
JOD	JORDAN	Jordanian Dinar
JPY	JAPAN	Yen
KES	KENYA	Kenyan Shilling
KWD	KUWAIT	Kuwaiti Dinar
KZT	KAZAKHSTAN	Kazakhstan Tenge
LBP	LEBANON	Lebanese Pound
LTL	LITHUANIA	Lithuanian Litas
LVL	LATVIA	Latvian Lats
MAD	MOROCCO	Moroccan Dirham

[1] RMB and CNH are also codes used to refer to the offshore yuan renminbi.
[2] European Member States that have adopted the Euro pursuant to the third stage of European economic and monetary union pursuant to the Treaty on the Functioning of the European Union, as amended.

MUR	MAURITIUS	Mauritian Rupee
MXN	MEXICO	Mexican Peso
MYR	MALAYSIA	Malaysian Ringgit
NAD	NAMIBIA	Namibian Dollar
NGN	NIGERIA	Nigerian Naira
NOK	NORWAY	Norwegian Krone
OMR	OMAN	Omani Rial
NZD	NEW ZEALAND	New Zealand Dollar
PEN	PERU	Peruvian Nuevo Sol
PHP	PHILIPPINES	Philippine Peso
PLN	POLAND	Zloty
QAR	QATAR	Qatari Riyal
RON	ROMANIA	Leu
RUB	RUSSIA	Russian Ruble
SAR	SAUDI ARABIA	Saudi Arabian Riyal
SEK	SWEDEN	Swedish Krona
SGD	SINGAPORE	Singapore Dollar
THB	THAILAND	Thai Baht
TND	TUNISIA	Tunisian Dinar
TRY	TURKEY	Turkish Lira
USD	UNITED STATES	US Dollar
ZAR	SOUTH AFRICA	Rand

(b) the "Notes" shall be to the English Law Notes, Uncertificated Notes and/or the French Law Notes, as appropriate.

(c) the "Terms and Conditions" or the "Conditions" shall be to the Terms and Conditions of the English Law Notes, the Terms and Conditions of Uncertificated Notes and/or the Terms and Conditions of the French Law Notes, as appropriate; and

(d) an "English law Condition" shall be to the relevant Condition in the Terms and Conditions of the English Law Notes and Uncertificated Notes.

(e) a "French law Condition" shall be to the relevant Condition in the Terms and Conditions of the French Law Notes.

For the avoidance of doubt, in the section headed "*Terms and Conditions of the English Law Notes and the Uncertificated Notes*", references to the "Notes" shall be to the English Law Notes and/or Uncertificated Notes, as the context requires, and in the section headed "*Terms and Conditions of the French Law Notes*", references to the "Notes" shall be to the French Law Notes.

STABILISATION

IN CONNECTION WITH THE ISSUE OF ANY TRANCHE OF NOTES, THE DEALER OR DEALERS (IF ANY) NAMED AS THE STABILISING MANAGER(S) (OR PERSONS ACTING ON BEHALF OF ANY STABILISING MANAGER(S)) IN THE APPLICABLE FINAL TERMS MAY OVER-ALLOT NOTES OR EFFECT TRANSACTIONS WITH A VIEW TO SUPPORTING THE MARKET PRICE OF THE NOTES AT A LEVEL HIGHER THAN THAT WHICH MIGHT OTHERWISE PREVAIL. HOWEVER, THERE IS NO ASSURANCE THAT THE STABILISING MANAGER(S) (OR PERSONS ACTING ON BEHALF OF A STABILISING MANAGER) WILL UNDERTAKE STABILISATION ACTION. ANY STABILISATION ACTION MAY BEGIN ON OR AFTER THE DATE ON WHICH ADEQUATE PUBLIC DISCLOSURE OF THE TERMS OF THE OFFER OF THE RELEVANT TRANCHE OF NOTES IS MADE AND, IF BEGUN, MAY BE ENDED AT ANY TIME, BUT IT MUST END NO LATER THAN THE EARLIER OF 30 DAYS AFTER THE ISSUE DATE OF THE RELEVANT TRANCHE OF NOTES AND 60 DAYS AFTER THE DATE OF THE ALLOTMENT OF THE RELEVANT TRANCHE OF NOTES. ANY STABILISATION ACTION OR OVER-ALLOTMENT MUST BE CONDUCTED BY THE RELEVANT STABILISING MANAGER(S) (OR PERSONS ACTING ON BEHALF OF ANY STABILISING MANAGER(S)) IN ACCORDANCE WITH ALL APPLICABLE LAWS AND RULES.

RESPONSIBILITY STATEMENT

Each Issuer and the Guarantor (the **Responsible Persons**) accept responsibility for the information contained in, or incorporated by reference into, this Base Prospectus and for the information contained in the Final Terms for each Tranche of Notes issued under the Programme. To the best of the knowledge and belief of each Issuer and the Guarantor (each having taken all reasonable care to ensure that such is the case) the information contained in, or incorporated by reference into, this Base Prospectus is in accordance with the facts and does not omit anything likely to affect the import of such information

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SUMMARY OF THE PROGRAMME

*Summaries are made up of disclosure requirements known as **Elements**. These elements are numbered in Sections A – E (A.1 – E.7).*
This summary contains all the Elements required to be included in a summary for this type of securities and Issuer. Because some Elements are not required to be addressed, there may be gaps in the numbering sequence of the Elements.

Even though an Element may be required to be inserted in the summary because of the type of securities and Issuer, it is possible that no relevant information can be given regarding the Element. In this case a short description of the Element is included in the summary with the mention of "not applicable".

Section A – Introduction and warnings		
A.1	**Warning**	This summary must be read as an introduction to the Base Prospectus. Any decision to invest in the Notes should be based on a consideration of the Base Prospectus as a whole by the investor. Where a claim relating to the information contained in the Base Prospectus is brought before a court, the plaintiff investor might, under the national legislation of the Member States, have to bear the costs of translating the Base Prospectus before the legal proceedings are initiated. Civil liability attaches only to those persons who have tabled this summary, including any translation thereof, but only if the summary is misleading, inaccurate or inconsistent when read together with the other parts of the Base Prospectus or it does not provide, when read together with the other parts of this Base Prospectus, key information in order to aid investors when considering whether to invest in the Notes.
A.2	**Consent to the use of the Base Prospectus**	[Not Applicable – The Issuer has not consented to the use of the Base Prospectus by any other person to resell or place any Notes.] [The Issuer consents to the use of this Base Prospectus in connection with a resale or placement of Notes in circumstances where a prospectus is required to be published under the Prospectus Directive (a **Public Offer**) subject to the following conditions: (i) the consent is only valid during the [*offer period for the issue to be specified here*] (the **Offer Period**); (ii) the only persons authorised to use the Base Prospectus to make the Public Offer (**Offerors**) are [[*Offerors for the issue to be set out here*] and, if the Issuer appoints additional financial intermediaries after the date of the applicable Final Terms and publishes details of them on its website, each financial intermediary whose details are so published] / [any financial intermediary which acknowledges on its website that it has been duly appointed as an Offeror to offer the Notes during the Offer Period and states that it is relying on the Base Prospectus to do so, provided that such financial intermediary has in fact been so appointed]; (iii) the consent only extends to the use of this Base Prospectus to make Public Offers of the Notes in [*specify each Relevant Member State in which the particular Tranche of Notes can be offered*]; and (iv) the consent is subject to the following other conditions [*specify any other conditions applicable to the Public Offer of the particular Tranche*]. **[Any Offeror falling within sub-paragraph (ii) above who meets all of the other conditions stated above and wishes to use the Base Prospectus in connection with a Public Offer is required, at the relevant time, to publish on its website that it is relying on the Base Prospectus for such Public Offer**

		with the consent of the Issuer.] [*Delete unless the second option in (ii) above is selected***]** **[AN INVESTOR INTENDING TO ACQUIRE OR ACQUIRING ANY NOTES IN A PUBLIC OFFER FROM AN OFFEROR OTHER THAN THE ISSUER WILL DO SO, AND OFFERS AND SALES OF SUCH NOTES TO AN INVESTOR BY SUCH OFFEROR WILL BE MADE, IN ACCORDANCE WITH ANY TERMS AND OTHER ARRANGEMENTS IN PLACE BETWEEN SUCH OFFEROR AND SUCH INVESTOR INCLUDING AS TO PRICE, ALLOCATIONS AND SETTLEMENT ARRANGEMENTS. THE INVESTOR MUST LOOK TO THE OFFEROR AT THE TIME OF SUCH OFFER FOR THE PROVISION OF SUCH INFORMATION AND THE OFFEROR WILL BE RESPONSIBLE FOR SUCH INFORMATION. NONE OF THE ISSUER OR ANY DEALER HAS ANY RESPONSIBILITY OR LIABILITY TO AN INVESTOR IN RESPECT OF SUCH INFORMATION.]**

Section B – Issuers and Guarantor		
B.1	**Legal and commercial name of the Issuer**	[Société Générale] [SG Issuer] [SGA Société Générale Acceptance N.V.] [SG Option Europe]
B.2	**Domicile, legal form, legislation and country of incorporation**	[Société Générale Domicile: 29, boulevard Haussmann, 75009 Paris, France. Legal form: Public limited company (*société anonyme*). Legislation under which the Issuer operates: French law. Country of incorporation: France.] [SG Issuer Domicile: 15, boulevard Prince Henri, L-1724 Luxembourg. Legal form: Public limited liability company (*société anonyme*). Legislation under which the Issuer operates: Luxembourg law. Country of incorporation: Luxembourg.] [SGA Société Générale Acceptance N.V. Domicile: Pietermaai 15, Curaçao. Legal form: Limited liability company. Legislation under which the Issuer operates: Curaçao law. Country of incorporation: Curaçao (former Netherlands Antilles).] [SG Option Europe Domicile: 17, cours Valmy, 92800 Puteaux, France. Legal form: Limited liability corporation (*société anonyme*). Legislation under which the Issuer operates: French law. Country of incorporation: France.]
B.4b	**Known trends affecting the Issuer and the industries in which it operates**	[Société Générale: Significant but uneven deterioration in the global economic environment; recommendation by the European Banking Authority to reach a Core Tier 1 of at least 9% under Basel 2.5 starting 30 June 2012; Vickers report in the United Kingdom suggesting ringfencing retail banking activities within universal banks (issue which the European Union will takeup in 2012); other topics being monitored by the Financial Stability Council include harmonisation of accounting standards, compensation practices, functioning of OTC derivative markets, among others. In the US, the Dodd-Frank Act laid the foundation for systemic risk supervisions and oversight of certain activities of Corporate and Investment Banks; a tax on financial

		transactions has been introducted in 2012 in France.] [SG Issuer expects to start its new activity in accordance with its new corporate objects over the course of 2013.] [SGA Société Générale Acceptance N.V. expects business for the rest of this business year to continue as it has done so far over the course of 2013.] [SG Option Europe expects business for the rest of this business year to continue as it has done so far over the course of 2013.]
B.5	**Description of the Issuer's group and the Issuer's position within the group**	[Société Générale is the parent company of the Société Générale Group. The Société Générale Group offers advisory and other services to individual customers, companies and institutions as part of three main business lines: - Retail Banking in France under Société Générale, Crédit du Nord and Boursorama brands; - International Retail Banking, which is present in Central and Eastern Europe, Russia, the Mediterranean Basin, Sub-Saharan Africa, Asia and in the French Overseas territories; and - Corporate and Investment Banking with a broad range of expertise in investment banking, finance and market activities.] [SG Issuer is a subsidiary of the the Société Générale Group and has no subsidiaries.] [SGA Société Générale Acceptance N.V. is a subsidiary of the the Société Générale Group and has no subsidiaries.] [SG Option Europe is a subsidiary of the the Société Générale Group and has no subsidiaries]
B.9	**Figure of profit forecast or estimate**	Not applicable. [Société Générale] [SG Issuer] [SGA Société Générale Acceptance N.V.] [SG Option Europe] does not make any figure of profit forecast or estimate.
B.10	**Nature of any qualifications in the audit report on the historical financial information**	Not applicable. The audit report does not include any qualification.
B.12	**Selected historical key financial information regarding the Issuer**	[**Société Générale**

	Year ended 2012	**Year ended 2011**
Results *(in EUR M)*		
Net Banking Income	23,110	25,636
Operating income	2,737	4,270
Net income before non controlling interests	1,208	2,788
Net income	774	2,385
French Networks	*1,291*	*1,428*
International Retail Banking	*(51)*	*325*

		Corporate and Investment Banking — *1,053* — *635* *Specialised Financial Services and Insurance* — *674* — *297* *Private Banking, Global Investment Management and Services* — *(293)* — 171 *Corporate Centre* — *(1,900)* — *(471)* **Activity** *(in EUR bn)* Total assets and liabilities — 1,250.7 — 1,181.4 Customer loans — 350.2 — 367.5 Customer deposits — 337.2 — 340.2 **Equity** *(in billions of euros)* Group shareholders' equity — 49.8 — 47.1 Total consolidated equity — 54.1 — 51.1
		[**SG Issuer** **(in K€)** — **December 31, 2012 (audited)** — **December 31, 2011 (audited)** **Operating Revenues** — **6 805** — **19 835** **Profit from operations** — **5 233** — **5 573** **Profit from continuing operations** — **5 233** — **5 573** **Total Assets** — **447 087** — **69 028**
		[**SGA Société Générale Acceptance N.V.** (in Kusd) — December 31, 2012 — December 31, 2011 **Net banking income** — **0** — **0** **Net result** — **0** — **0** **Total assets** — **59 567 540** — **61 623 112** **Euro Medium Term Notes and bonds** — **54 673 341** — **56 800 082** **Financial Instruments (Warrants)** — **4 014 772** — **3 858 431**
		[**SG Option Europe**

		(in .€ 000)	December 31, 2012	December 31, 2011
		Operating revenues	**153 077**	**163 208**
		Profit from operations	**74 129**	**80 094**
		Profit from continuing operations	**116 083**	**119 803**
		Basic and diluted earnings per share	**182**	**197**
		Total assets	**86 092 976**	**69 757 161**
		Dividends declared per share (1)	**0**	**197**
	Material adverse change in the prospects of the Issuer since the date of its last published audited financial statements	There has been no material adverse change in the prospects of [SG Issuer since the date of its last audited financial statements dated 31 December 2012.] [SGA Société Générale Acceptance N.V.] [SG Option Europe] [Société Générale and its consolidated subsidiaries (taken as a whole)] since the date of its last audited financial statements dated 31 December 2012.		
	Significant changes in the financial or trading position subsequent to the period covered by the historical financial information	There have been no significant changes in the financial or trading position of [SG Issuer since the date of its last published financial statements dated 31 December 2012] [SGA Société Générale Acceptance N.V.] [SG Option Europe] [Société Générale and its consolidated subsidiaries (taken as a whole)] since the date of its last published financial statements dated 31 December 2012.		
B.13	**Recent events particular to the Issuer which are to a material extent relevant to the evaluation of the Issuer's solvency**	There have been no recent events particular to the Issuer which are to a material extent relevant to the evaluation of each of the Issuers' solvency.		
B.14	**Statement as to whether the Issuer is dependent upon other entities within**	See Element B.5 above for each of the Issuers' position within the Group. [Société Générale is the ultimate holding company of the Group. However, Société Générale operates its own business; it does not act as a simple holding company vis-à-vis its subsidiaries.] [SG Issuer is dependent upon Société Générale Bank & Trust which is dependent		

	the group	upon Société Générale within the Group.] [SGA Société Générale Acceptance N.V. is not dependent other entities within the Group.] [SG Option Europe is not dependent other entities within the Group.]
B.15	**Issuer's principal activities**	[The purpose of Société Générale is, under the conditions determined by the laws and regulations applicable to credit institutions, to carry out with individuals and corporate entities, in France or abroad: • all banking transactions; • all transactions related to banking operations, including in particular, investment services or allied services as listed by Articles L. 321-1 and L. 321-2 of the French *Code monétaire et financier*; • all acquisitions of interests in other companies. Société Générale may also, on a regular basis, as defined in the conditions set by the French Financial and Banking Regulation Committee, engage in all transactions other than those mentioned above, including in particular insurance brokerage. Generally, Société Générale may carry out, on its own behalf, on behalf of a third-party or jointly, all financial, commercial, industrial, agricultural, movable property or real property transactions, directly or indirectly related to the abovementioned activities or likely to facilitate the accomplishment of such activities.] [SG Issuer is a finance company whose main business is raising debt to be on-lent to Société Générale and other members of the Group.] [The sole purpose of SGA Société Générale Acceptance N.V. is to issue warrants as well as structured products such as debt instruments, indebtedness and certificates. The funds are reinvested in securities and bonds or other interest-bearing securities. When SGA Société Générale Acceptance N.V. operates within the context of a structured issue, Société Générale bears the risk associated with this issue by endorsing this entire issue.] [SG Option Europe carries out trading activities for its own account on derivatives contracts on shares and indices traded on the English and French regulated markets. In France, SG Option Europe has intervened directly since 1995 on the Liffe, Paris acting as dealer, cleared by Parel. SG Option Europe operates in Great Britain on the basis of a European passport for free provision of investment services. SG Option Europe has also international passports in India and in Taiwan and operate for its own account on these markets. SG Option Europe acts as market maker with respect to securities or warrants issued by Société Générale and issues notes and Euro Medium Term Notes.]
B.16	**To the extent known to the Issuer, whether the Issuer is directly or indirectly owned or controlled and by whom,**	[Société Générale is not owned or controlled by a parent company.] [SG Issuer is a 100 per cent. owned subsidiary of Société Générale Bank & Trust S.A. which is a subsidiary of Société Générale and is a fully consolidated company.] [SGA Société Générale Acceptance N.V. is a 100 per cent. owned subsidiary of Société Générale and is a fully consolidated subsidiary.] [SG Option Europe is a 99.99 per cent. owned subsidiary of Genefinance which is a subsidiary of Société Générale and is a fully consolidated company.]

	and nature of such control	
B.17	**Credit ratings assigned to the Issuer or its debt securities**	[Société Générale is rated A2 by Moody's Investors Services, A by Standard and Poor's and A+ by Fitch Ratings.] [SG Issuer] [SG Option Europe] [SGA Société Générale Acceptance N.V.] is not rated. [The Notes to be issued have [not] been rated [*Specify rating(s) of Notes being issued*] [by [*Specify rating agency(ies).*]
B.18	**Nature and scope of the guarantee**	[*If Société Générale is the Issuer of the Notes*: Not Applicable] [The due and punctual payment of any amounts due by [SG Issuer] [SGA Société Générale Acceptance N.V.] [SG Option Europe] in respect of the Notes issued by [SG Issuer] [SGA Société Générale Acceptance N.V.] [SG Option Europe] will be unconditionally and irrevocably guaranteed by the Guarantor as provided in the Guarantee provided that the Guarantee shall not apply to any Series of Notes issued on or after the date of the Guarantee by [SG Issuer] [SGA Société Générale Acceptance N.V.] [SG Option Europe] to the extent that, at the Issue Date of such Series of Notes, the sum of (A) the Aggregate Nominal Amount of such Series of Notes and (B) the Aggregate Nominal Amounts of each Series of Notes issued by the Issuers and outstanding on such Issue Date, in each case, converted into Euro at the relevant spot rate of exchange on such Issue Date, is equal to an amount which exceeds €125.000.000.000.]
B.19	**Information about the guarantor as if it were the issuer of the same type of security that is subject of the guarantee**	[*If Société is acting as Guarantor under the Notes*:The information about Société Générale as if it were the Issuer of the same type of Notes that is subject of the Guarantee is set out in Element B.1, B.2, B.3, B.4b, B.5, B.9, B.10, B.12, B.13, B.14, B.15, B.16 and B.17 above, respectively.] [*If Société Générale is the Issuer of the Notes*: Not Applicable]

Section C – Securities		
C.1	**Type and the class of the securities being offered and/or admitted to trading, including any security identification number**	The Notes are [Fixed Rate Notes] [Floating Rate Notes] [Zero Coupon Notes] [Instalment Notes] [Partly Paid Notes] [Share Linked Notes] [ADR Linked Notes] [ETF Linked Notes] [Dividend Linked Notes] [Index Linked Notes] [Commodity Linked Notes] [Inflation Linked Notes] [Credit Linked Notes] [Foreign Exchange Rate Linked Notes] [Reference Rate Linked Notes] [Bond Linked Notes] [Warrant Linked Notes] [Preference Share Linked Notes]. [*Issue specific summary:* **Clearing System(s):** [●] **ISIN code:** [●]
C2	**Currency of the securities issue**	[*Issue specific summary:* **Specified Currency or Currencies:** [●]
C5	**Any restrictions on**	There is no restriction on the free transferability of the Notes, subject to selling and transfer restrictions which may apply in certain jurisdictions.

	the free transferability of the securities	
C8	**Rights attached to the securities, including ranking and limitations to those rights and procedures for the exercise of those rights.**	**Ranking** [Unsecured Notes will be direct, unconditional, unsecured and unsubordinated obligations of the Issuers and will rank *pari passu* without any preference among themselves and (subject to such exceptions as from time to time exist under applicable law) at least *pari passu* with all other outstanding direct, unconditional, unsecured and unsubordinated obligations of the Issuers, present and future.] [Secured Notes will be direct, unconditional, secured, limited recourse and unsubordinated obligations of SG Issuer and will rank *pari passu* without any preference among themselves and (subject to such exceptions as from time to time exist under applicable law) at least *pari passu* with all other outstanding direct, unconditional, secured and unsubordinated obligations of SG Issuer, present and future.] **Events of Default** The terms of the Notes issued will contain the following events of default: - the Issuer is in default with respect to the payment of interest or principal when due or the delivery of Deliverable Assets deliverable in respect of the Notes; or - the Issuer is in default in the performance of any other obligation under the Terms and Conditions; or - the Issuer institutes or has instituted against it by a regulator, supervisor or any similar official with primary insolvency, rehabilitative or regulatory jurisdiction over it in the jurisdiction of its incorporation or the jurisdiction of its head office, or the Issuer consents to a proceeding seeking a judgment of insolvency or bankruptcy or any other relief under any bankruptcy or insolvency law or other similar law affecting creditors' rights, or the Issuer consents to a petition for its winding-up or liquidation by it or by such regulator, supervisor or similar official, provided that proceedings instituted or petitions presented by creditors and not consented to by the Issuer shall not constitute an Event of Default; or [*If Société Générale is acting as Guarantor under the Notes*: the Guarantee ceases to be in full force and effect in respect of the Notes or notice is given by the Guarantor which would cause the Guarantee to cease to be in full force and effect in respect of the Notes; or] [*in the case of Secured Notes issued by SG Issuer*: if the Collateral Monitoring Agent delivers a Required Collateral Default Notice in relation to a Collateral Pool securing the Secured Notes.] **Governing law** The Notes and any non-contractual obligations arising out of or in connection with the Notes will be governed by, and shall be construed in accordance with [English law] [French law] [Swedish law] [Finnish law] [Norwegian law]
C9	**Nominal interest rate**	[*In case of Fixed Rate Notes*: [●] [[●] per cent payable in arrear] [[●] per cent. per annum [payable [annually/semi-annually/quarterly/monthly] in arrear] (In case of Floating Rate Notes:

		If Screen Rate Determination **Reference Rate:** [●] **Interest Determination Date(s):** [●] **Specified Time:** [●] **Relevant Screen Page:** [●] *If ISDA Determination* **Floating Rate Option:** [●] **Designated Maturity:** [●] **Reset Date:** [●]
	Date from which interest becomes payable and due dates for interest	**Specified Period(s) /Interest Payment Date(s):** [●]
	Where rate is not fixed, description of the underlying on which it is based	[*Description of the Underlying on which it is based*]
	Maturity date and arrangements for amortisation of the loan, including the repayment procedures	The maturity date will be [●]
	Indication of yield	[*Issue specific summary:* Indication of Yield [●] [Not Applicable]
	Name of representative of debt security holders	Not applicable for English Law Notes. In respect of English Law Notes, the Agency Agreement contains provisions for convening meetings of the Noteholders to consider any matter affecting their interests. [*Issue specific summary:* Not Applicable In respect of French Law Notes, Noteholders will be grouped for the defence of their common interests in a *masse* pursuant to the French *Code de commerce,* the name of the representative of which will be specified in the applicable Final Terms [*Issue specific summary:*

		Representative of the Masse: [●] (*specify name and address*)
C10	**Clear and comprehensive explanation to help investors understand how the value of their investment is affected by the value of the underlying instrument(s), especially under the circumstances when the risks are most evident**	For Notes whose payment or redemption formula does not include a capital protection, a Noteholder is entitled to receive, at maturity date, an amount totally linked to the performance of the underlying instrument (s). In the worst case scenario, investors could sustain an entire loss of their investment and should therefore reach an investment decision on this product only after careful consideration with their own advisers as to the suitability of this product in light of their particular financial circumstances. [*Issue specific summary:* *If the Notes are Share Linked Notes and/or ADR Linked Notes and/or ETF Linked Notes and/or Dividend Linked Notes] and/or Index Linked Notes and/or Commodity Linked Notes and/or Inflation Linked Notes and/or Credit Linked Notes and/or Foreign Exchange Rate Linked Notes and/or Reference Rate Linked Notes and/or Bond Linked Notes and/or Warrant Linked Notes and/or Preference Share Linked Notes, need to include a clear and comprehensive explanation of how the value of the investment is affected by the underlying instrument(s) and the circumstances when the risks are most evident* [Not Applicable.]
C11	**Whether the securities offered are or will be the object of an application for admission to trading, with a view to their distribution in a regulated market or other equivalent markets with indication of the markets in question**	[*In the case of a listing on an EU regulated market or where no listing is to occur:* [Not Applicable. The Notes are unlisted.] [Application has been made for the Notes to be admitted to trading on [the regulated market of the Luxembourg Stock Exchange] [*Specify other*]]
C15	**How the value of the investment is affected by the value of the underlying instrument(s), unless the securities have a denomination of at least EUR 100,000.**	The return depends upon the fact that the performance of the underlying(s) reaches or does not reach a pre-determined threshold. Accordingly, a small downward or upward movement of the underlying(s) close to the threshold may result in a significantly larger increase or decrease of the return of the Notes. When only the performance of the worst performing underlying(s) will be retained for the calculation of the performance. Accordingly, the Noteholders may not benefit from the performances of the best performing underlying(s). [*Issue specific summary:* [●] [Not Applicable]
C16	**Expiration or maturity date of the derivative**	[The maturity date of the Notes will be [●]] [The Notes are Open-End Notes]

	securities – the exercise date or final reference date	
C17	**Settlement procedure of the derivative securities**	[Cash delivery] [and/or] [Physical delivery]
C18	**How the return on derivative securities takes place**	[The Notes cannot be redeemed prior to their stated maturity (other than in specified instalments, if applicable, or for taxation reasons or following an event of default)] [Pursuant to the provisions of the Additional Terms and Conditions relating to the underlying asset(s) and upon the occurrence of certain extraordinary events and adjustments affecting such underlying asset(s), the Calculation Agent may decide an early redemption of the Notes on the basis of the Market Value] [The Notes (if physical delivery notes) may be settled at maturity or otherwise by receipt by the holder(s) of a cash amount and/or by delivery of the relevant Deliverable Assets]] [*In case of Italian Certificates only, reference to "Final Redemption Amount" shall be replaced by "Final Exercise Amount*: The Notes will be redeemable at maturity and the Final Redemption Amount shall be equal to [Specified Denomination multiplied by [*Specify percentage*]] [Specified Denomination multiplied by the applicable formula] [the applicable formula] [The Notes will be redeemable at the option of the [Issuer] [Noteholders] and the Optional Redemption Amount shall be equal to [Specified Denomination multiplied by [*Specify percentage*] [Market Value] [Specified Denomination multiplied by the applicable formula] [The Notes will be early redeemed automatically upon the occurrence of a trigger event and the Automatic Early Redemption Amount shall be equal to [Specified Denomination multiplied by [*Specify percentage*] [Specified Denomination multiplied by the applicable formula]].
C19	**Exercise price or final reference price of the underlying**	Final reference price : [●]
C20	**Type of the underlying and where the information on the underlying can be found**	**[Underlying name]** [●] **[*Underlying code*]** [●] **Exchange** [●] **Website** [●]
C21	**Indication of the market where the securities will be traded and for which prospectus has been**	See Element C.11 above.

	published	

Section D – Risks		
D2	**Key information on the key risks that are specific to the Issuer**	The Group is exposed to the risks inherent in its core businesses The Group's risk management focuses on the following main categories of risks, any of which could materially adversely affect the Group's business, results of operations and financial condition: **Credit and counterparty risk (including country risk)**: risk of losses arising from the inability of the Group's customers, issuers or other counterparties to meet their financial commitments. Credit risk includes counterparty risk linked to market transactions (replacement risk) and as well as securitisation activities. **Market risk:** risk of a loss of value on financial instruments arising from changes in market parameters, volatility of these parameters and correlations between them. **Operational risks**: risk of losses or sanctions due to inadequacies or failures in internal procedures or systems, human error or external events; **Structural interest and exchange rate risk**: risk of loss or of write-downs in the Group's assets arising from variations in interest or exchange rates. **Liquidity risk**: risk of the Group not being able to meet its cash or collateral requirements as they arise and at a reasonable cost. [The Guarantee constitutes a general and unsecured contractual obligation of the Guarantor and no other person, any payments on the Notes are also dependent on the creditworthiness of the Guarantor. Prospective investors in Notes benefiting from the Guarantee should note that the entitlement of the Noteholder will be limited to the sums obtained by making a claim under the Guarantee, and the relevant provisions of the Guarantee and, in relation to Secured Notes only, from the sums obtained following enforcement of the relevant Pledge Agreement. The Guarantee is a payment guarantee only and not a guarantee of the performance by the relevant Issuer or any of its other obligations under the Notes benefiting from the Guarantee. The Guarantee may cover only part of the relevant Issuer's payment obligations under the relevant Series of Notes. In such a case, Noteholders may retain the risk that payments under the Notes are less than the amounts due by the Issuer under the Notes.] Société Générale will act as issuer under the Programme, as the Guarantor of the Notes issued by SG Issuer, SGA Société Générale Acceptance N.V. and SG Option Europe and also as provider of hedging instruments to each Issuer. As a result, investors will be exposed not only to the credit risk of the Guarantor but also operational risks arising from the lack of independence of the Guarantor, in assuming its duties and obligations as the Guarantor and provider of the hedging instruments. The potential conflicts of interests and operational risks arising from such lack of independence are in part intended to be mitigated by the fact that different divisions within the Guarantor will be responsible for implementing the Guarantee and

		providing the hedging instruments and that each division is run as a separate operational unit, segregated by Chinese walls (information barriers) and run by different management teams. The Issuers and the Guarantor and any of their subsidiaries and/or their affiliates, in connection with their other business activities, may possess or acquire material information about the underlying assets. Such activities and information may cause consequences adverse to Noteholders. The Issuers and the Guarantor and any of their subsidiaries and/or their affiliates may act in other capacities with regard to the Notes, such as market maker, calculation agent or agent. Therefore, a potential conflict of interests may arise. In connection with the offering of the Notes, the Issuers and the Guarantor and/or their affiliates may enter into one or more hedging transaction(s) with respect to a reference asset(s) or related derivatives, which may affect the market price, liquidity or value of the Notes.
D3	**Key information on the key risks that are specific to the securities**	• In the case of Open End Notes, the duration of the Notes is dependent on an optional redemption, if any, elected by the Issuer. If there is no secondary market, there might be no possibility for the investors to sell the Notes. • The possibility of an optional redemption by the Issuer is likely to limit the market value of the Notes. Furthermore regarding the possibility of an optional redemption by the Issuer potential investors should consider reinvestment risk in light of other investments available at that time. • The Notes may provide for an automatic early redemption linked to a specific event. Therefore, the Noteholder will not participate in any future performance of the underlying. • Payments (whether in respect of principal and/or interest and whether at maturity or otherwise) on Structured Notes are calculated by reference to certain underlyings, the return of the Notes is based on changes in the value of the underlying, which may fluctuate. Potential investors should be aware that these Notes may be volatile and that they may receive no interest and may lose all or a substantial portion of their principal. A holder of Dual Currency Notes is exposed to the risk of changes in currency exchange rates which, if such changes result in losses, may affect the yield of the Notes. • Failure to pay any subsequent part payments in respect of partly-paid Notes could result in an investor losing some or all of his investment. • Investment in Fixed Rate Notes involves the risk that subsequent changes in market interest rates may adversely affect the value of the Fixed Rate Notes. • Notes with variable interest rates can be volatile investments. This volatility may be further enhanced if they are structured to include multipliers or other leverage factors. • Inverse Floating Rate Notes are more volatile because an increase in the reference rate not only decreases the interest rate of the Notes, but may also reflect an increase in prevailing interest rates, which further adversely affects the market value of these Notes. • Structured Notes where the performance of an underlying is multiplied by a certain factor to determine the amounts payable by the Issuer are subject to increased volatility and risks including a total loss of the invested capital.

		• Changes in market interest rates have a substantially stronger impact on the prices of Zero Coupon Notes than on the prices of ordinary Notes because the discounted issue prices are substantially below par. • Capital protected notes do not necessarily lead to a protection of the invested capital at any given time during the life of the Notes and an inability of the Issuer and/or the Guarantor to meet their obligations may cause a total loss of the capital invested by the investor. • The interest rate or redemption amount of certain Notes may be linked to the occurrence or non-occurrence of certain events which are not connected with the Issuer or the Guarantor, such as credit, price levels, weather or sports events, the occurrence of which is beyond the control of the Issuer and the Guarantor and Noteholders are exposed to the risk of such event occurring or not, as the case may be. • In the event of the Notes providing for a delivery of any underlying asset upon redemption investors shall be required to make certain notifications and take other actions (e. g. to opt for physical delivery and giving an irrevocable notice). The delivery of such underlying asset will be subject to all applicable laws, regulations and practices and the Issuer shall not incur any liability whatsoever if it is unable to deliver or procure the delivery of such underlying to the relevant holder of the Notes because of any such laws, regulations or practices. Each holder of a Note should be aware that if the Notes may be redeemed by physical delivery of the underlying, it shall be deemed to acknowledge its understanding and acceptance of this matter and to have made its own examination and assessment of its capacity and power to receive such underlying and not to have relied on any representation of the Issuer, the Paying Agents, Société Générale as Guarantor or as Calculation Agent under the Notes, or Société Générale's affiliates regarding this matter. • The Terms and Conditions may include provisions under which upon the occurrence of certain market disruptions delays in the settlement of the Notes may be incurred or certain modifications be made to their terms. Furthermore, an early termination of the Notes by the Issuer may occur upon the occurrence of certain events.
D6	**Important warning to the investor**	**CERTAIN ISSUES OF NOTES MAY NOT BE SUITABLE INVESTMENTS FOR ALL INVESTORS. NO INVESTOR SHOULD PURCHASE A NOTE UNLESS SUCH INVESTOR UNDERSTANDS, AND IS ABLE TO BEAR THE YIELD, MARKET LIQUIDITY, STRUCTURE, REDEMPTION AND OTHER RISKS ASSOCIATED WITH THE NOTE.** **INVESTORS COULD SUSTAIN AN ENTIRE LOSS OF THEIR INVESTMENT AND SHOULD THEREFORE REACH AN INVESTMENT DECISION ON THE NOTES ONLY AFTER CAREFUL CONSIDERATION WITH THEIR OWN ADVISERS AS TO THE SUITABILITY OF THE PURCHASE IN LIGHT OF THEIR PARTICULAR FINANCIAL CIRCUMSTANCES.** [*In case of capital protected securities:* Not Applicable. The Notes are 100% capital guaranteed].

Section E – Offer		
E2b	**Reasons for the offer and use of proceeds**	[The net proceeds from each issue of Notes will be applied for the general financing purposes of the Société Générale group of companies, which include making a profit.] [*If different from the foregoing, give details*]

	when different from making profit and/or hedging certain risks	
E3	**Description of the terms and conditions of the offer**	[*Issue specific summary:* Public Offer Jurisdiction(s): [*Insert country(ies) of the offer*] Offer Period: From [●] to [●] Offer Price: [●] Conditions to which the offer is subject: [●] [Not Applicable] Description of the application process: [●] [Not Applicable] Description of possibility to reduce subscriptions and manner for refunding excess amount paid by applicants: [●] [Not Applicable] Details of the minimum and/or maximum amount of application: [●] [Not Applicable] Details of the method and time limits for paying up and delivering the Notes: [●] Manner and date in which results of the offer are to be made public: [●] Procedure for exercise of any right of pre-emption, negotiability of subscription rights and treatment of subscription rights not exercised: [●] [Not Applicable] Whether tranche(s) has/have been reserved for certain countries: [●] [Not Applicable] Process for notification to applicants of the amount allotted and the indication whether dealing may begin before notification is made: [●] [Not Applicable] Amount of any expenses and taxes specifically charged to the subscriber or purchaser: [●] [None] Name(s) and address(es), to the extent known to the Issuer, of the placers in the various countries where the offer takes place*:* [●] [None]
E4	**Description of any interest that is material to the issue/offer including conflicting interests**	[*Need to include a description of any interest, including conflicting ones, that is material to the issue/offer, detailing the persons involved and the nature of the interest. May be satisfied by the inclusion of the following statement:* Save for any fees payable to the [Manager(s)/Dealer, so] [So] far as the Issuer is aware, no person involved in the issue of the Notes has an interest material to the offer.]

E7	**Estimated expenses charged to the investor by the Issuer or the offeror**	[[●] [Not Applicable. No expenses are charged to the investor by the Issuer or the Offeror]

RISK FACTORS

Prospective purchasers of Notes should carefully consider the following information in conjunction with the other information contained in this Base Prospectus, any Supplement thereto, the 2013 Registration Document (Document de référence) of Société Générale and any Final Terms before purchasing Notes.

Each Issuer and the Guarantor believe that the following factors may affect the relevant Issuer's ability to fulfil its obligations under Notes issued under the Programme and/or the Guarantor's ability to fulfil its obligations under the Guarantee in relation to such Notes, respectively. Most of these factors are contingencies which may or may not occur and none of the Issuers or the Guarantor is in a position to express a view on the likelihood of any such contingency occurring.

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

Each Issuer and the Guarantor believe that the factors described below represent the principal risks inherent in investing in Notes issued under the Programme, but the inability of the relevant Issuer or the Guarantor to pay interest (if any), principal or other amounts on or in connection with any Notes may occur for other reasons which may not be considered significant risks by the Issuers and the Guarantor based on information currently available to them or which they may not currently be able to anticipate.

1. GENERAL

1.1 Independent review and advice

Each prospective investor in the Notes must determine, based on its own independent review and such professional advice as it deems appropriate under the circumstances, that its acquisition of the Notes is fully consistent with its financial needs, objectives and condition, complies and is fully consistent with all investment policies, guidelines and restrictions applicable to it and is a fit, proper and suitable investment for it, notwithstanding the clear and substantial risks inherent in investing in or holding the Notes.

A prospective investor may not rely on the Issuers, the Guarantor, the Arranger or the Dealer(s) or any of their respective affiliates in connection with its determination as to the legality of its acquisition of the Notes or as to the other matters referred to above.

1.2 Assessment of investment suitability

Each potential investor in the Notes must determine the suitability of that investment in light of its own financial circumstances and investment objectives, and only after careful consideration with their financial, legal, tax and other advisers. In particular, each potential investor should:

- have sufficient knowledge and experience to make a meaningful evaluation of the Notes, the merits and risks of investing in the Notes and the information contained or incorporated by reference in this Base Prospectus or any applicable supplement;

- have access to, and knowledge of, appropriate analytical tools to evaluate, in the context of its particular financial situation, an investment in the Notes and the impact the Notes will have on its overall investment portfolio;

- have sufficient financial resources and liquidity to bear all of the risks of an investment in the Notes, including Notes with principal or interest payable in one or more currencies, or where the currency for principal or interest payments is different from the potential investor's currency;

- understand thoroughly the terms of the Notes and be familiar with the behaviour of any relevant indices and financial markets; and

- be able to evaluate (either alone or with the help of a financial adviser) possible scenarios for economic, interest rate and other factors that may affect its investment and its ability to bear applicable risks.

Some Notes are complex financial instruments. Sophisticated institutional investors generally do not purchase complex financial instruments as stand-alone investments. They purchase complex financial instruments as a way to reduce risk or enhance yield with an understood, measured and appropriate addition of risk to their overall portfolios. A potential investor should not invest in Notes which are complex financial instruments unless it has the expertise (either alone or with a financial adviser) to evaluate how the Notes will perform under changing conditions, the resulting effects on the value of the Notes and the impact this investment will have on the potential investor's overall investment portfolio. Some Notes which are complex financial instruments may be redeemable at an amount below par in which case investors may lose the value of part or their entire investment.

1.3 No legal and tax advice

Each prospective investor should consult its own advisers as to legal, tax and related aspects relating to an investment in the Notes. A Noteholder's effective yield on the Notes may be diminished by the tax on that Noteholder of its investment in the Notes.

2. RISKS RELATING TO THE ISSUERS, THE GROUP AND, AS THE CASE MAY BE, THE GUARANTOR

2.1 The Group is exposed to the risks inherent in its core businesses

The Group's risk management focuses on the following main categories of risks, any of which could materially adversely affect the Group's business, results of operations and financial condition: credit and counterparty risk (including country risk), market risk, operational risks (including accounting and environmental risks), investment portfolio risk, non-compliance risk (including legal, tax and reputational risks), structural interest and exchange rate risk, liquidity risk, strategic risk, business risk, risk related to insurance activities, risk related to specialised finance activities, specific financial information, regulatory ratios and other risks.

For any further information on the risks factors relating each Issuer, the Group and the Guarantor, investors should refer to the English version of the 2013 Registration Document of Société Générale incorporated by reference into this Base Prospectus (See the section “Documents Incorporated by Reference”).

2.2 Factors that may affect each Issuer's ability to fulfil its obligations under the Notes issued under the Programme and the Guarantor's ability to fulfil its obligations under the Guarantee in relation to such Notes

2.2.1 *Creditworthiness of each Issuer and, as the case may be, the Guarantor*

The Notes constitute general and unsecured contractual obligations of each Issuer and of no other person and the Guarantee constitutes general and unsecured contractual obligations of the Guarantor and of no other person, which will rank equally with all other unsecured contractual obligations of the relevant Issuer and the Guarantor, respectively, and behind preferred liabilities, including those mandatorily preferred by law. The Issuers issue a large number of financial instruments, including the Notes, on a global basis and, at any given time, the financial instruments outstanding may be substantial. Noteholders rely upon the creditworthiness of the relevant Issuer and, as the case may be, the Guarantor and no other person and where the Notes relate to securities, Noteholders have no rights against the company that has issued such securities, and where the Notes relate to an index,

Noteholders have no rights against the sponsor of such index and where the Notes relate to a fund, Noteholders have no rights against the manager of such fund. Further, an investment in the Notes is not an investment in the Deliverable Asset(s) and Noteholders will have no rights in relation to voting rights or other entitlements (including any dividend or other distributions). The Notes are not in any way sponsored, endorsed or promoted by any issuer, sponsor, manager or other connected person in respect of any Deliverable Assets and such entities have no obligation to take into account the consequences of their actions on any Noteholders.

2.2.2 *Risks related to Notes issued by SG Issuer, SGA Société Générale Acceptance N.V. and SG Option Europe which are unconditionally and irrevocably guaranteed by Société Générale.*

Prospective investors in Notes benefiting from the Guarantee should note that the entitlement of the Noteholder will be limited to the sums obtained by making a claim under the Guarantee, and the relevant provisions of the Guarantee and, in relation to Secured Notes only, from the sums obtained following enforcement of the relevant Pledge Agreement (see "*Risk Factors – Additional Risks Associated With Secured Notes – Shortfall on Realisation of Collateral Assets and Limited Recourse of Noteholders*" below). Holders of Unsecured Notes should note that Collateral Assets contained in a Collateral Pool will not be available to satisfy amounts due to them in respect of any Unsecured Notes.

The Guarantee is a payment guarantee only and not a guarantee of the performance by the relevant Issuer or any of its other obligations under the Notes benefiting from the Guarantee. In the case of any Physical Delivery Notes in respect of which the relevant guaranteed obligation of the relevant Issuer is an obligation to transfer the Deliverable Asset(s) in respect of a Physical Delivery Amount, the Guarantor shall, in lieu of such transfer, be obliged to pay a cash amount in the relevant Specified Currency equal to the fair market value (as determined by the Calculation Agent in its sole discretion, but in a commercially reasonable manner, on or about the due date for transfer of the relevant Deliverable Asset(s) in respect of the Physical Delivery Amount) of the Deliverable Asset(s) in respect of the Physical Delivery Amount and (ii) if any payment described above is affected by Currency Unavailability (as defined in English law Condition 4.14 and French law Condition 4.8, the Guarantor will be entitled to satisfy its obligations to the relevant Noteholder by making payment in euro or U.S. dollars in accordance with the above mentioned Condition.

The Guarantee may cover only part of the relevant Issuer's payment obligations under the relevant Series of Notes. In such a case, Noteholders may retain the risk that payments under the Notes are less than the amounts due by the Issuer under the Notes.

2.2.3 *Risks associated with the lack of independence of each Issuer and, as the case may be, the Guarantor*

Société Générale will act as issuer under the Programme, as the Guarantor of the Notes issued by SG Issuer, SGA Société Générale Acceptance N.V. and SG Option Europe and also as provider of hedging instruments to each Issuer. As a result, investors will be exposed not only to the credit risk of the Guarantor but also operational risks arising from the lack of independence of the Guarantor, in assuming its duties and obligations as the Guarantor and provider of the hedging instruments. The potential conflicts of interests and operational risks arising from such lack of independence are in part intended to be mitigated by the fact that different divisions within the Guarantor will be responsible for implementing the Guarantee and providing the hedging instruments and that each division is run as a separate operational unit, segregated by Chinese walls (information barriers) and run by different management teams. Whilst compliance procedures require effective segregation of duties and responsibilities between the relevant divisions within the Guarantor, the possibility of conflicts of interest arising cannot be wholly eliminated. See also "*Additional Risks Associated with Secured Notes - Potential Conflicts of Interest between Noteholders and the Collateral Manager and Note Valuation Agent*" and "*Additional Risks Associated with Secured Notes - Potential Conflicts of Interest between Noteholders and a Counterparty*" below.

2.2.4 *Conflicts of interest*

The Issuers provide a full array of capital market products and advisory services worldwide including the issuance of "structured" Notes where interest and/or principal is/are linked to the performance of Deliverable Assets. The Issuers and the Guarantor and any of their subsidiaries and affiliates, in connection with their other business activities, may possess or acquire material information about the Deliverable Assets. Such activities and information may cause consequences adverse to the Noteholders. Such actions and conflicts may include, without limitation, the exercise of voting power, the purchase and sale of securities, financial advisory relationships and exercise of creditor rights. The Issuers, the Guarantor and any of their subsidiaries and affiliates have no obligation to disclose such information about the Deliverable Assets or the companies to which they relate. The Issuers, the Guarantor and any of their respective subsidiaries and/or affiliates and their officers and directors may engage in any such activities without regard to the Notes or the effect that such activities may directly or indirectly have on any Note.

In particular, the following potential conflicts of interest could exist in connection with any issue of Notes in the context of this Programme:

- SG Issuer, SGA Société Générale Acceptance N.V. and SG Option Europe are subsidiaries and are within the scope of application of the corporate governance of the Group. It is not excluded that potential conflicts of interest between SG Issuer, SGA Société Générale Acceptance N.V. and SG Option Europe and the Guarantor could affect the Noteholders;

- the Calculation Agent, the Arranger, the Dealers, the Paying Agents, the Registrar, the Transfer Agent and the Exchange Agent are all part of the Group. A deterioration of Société Générale's credit risk would also affect its affiliated companies and thus have a negative impact on the obligations of each of the entities listed above in relation to the Notes. If one of these entities does not respect its obligations towards the relevant Issuer and/or the Guarantor, this could have a negative impact on the Noteholders;

- in the normal course of their activity, Société Générale and its affiliated companies (a) could be required to carry out transactions for their own account or for the account of their clients and hold long and short term positions on the Deliverable Assets and/or products derived from these assets and (b) could be in business relationships and act as the financial advisor for companies whose shares or notes are Deliverable Assets and/or Notes and could be deemed to be contrary to the interests of the Noteholders;

- in the normal course of their activity, Société Générale and its affiliated companies could possess or acquire information which is not public knowledge on the Deliverable Assets and which are or could be important to the Notes. Neither the Calculation Agent, the Arranger, the Dealers, the Paying Agents, the Registrar, the Transfer Agent nor the Exchange Agent intend to make this information available to the Noteholders;

- the composition of, and the methodologies used in connection with, certain indices to which Notes are linked may be determined and selected by Société Générale or one of its affiliates (see "Conflicts of interest in connection with indices" below);

- the potential for a fund manager to earn performance-based compensation (including a manager that is affiliated with Société Générale) may encourage such fund manager to trade in a more speculative manner than it otherwise would (see "Funds managers may be eligible to earn incentive compensation" below); and

- the Issuers and the Guarantor, or one or more of their affiliates, may engage in trading and other business activities relating to the underlying fund(s) or their Deliverable Assets that are not for the

Noteholders' accounts or on behalf of the Noteholders (see "Certain business activities may create conflicts of interest with Noteholders" below).

See also "*Additional Risks Associated with Secured Notes - Potential Conflicts of Interest between Noteholders and the Collateral Manager and Note Valuation Agent*" and "*Additional Risks Associated with Secured Notes - Potential Conflicts of Interest between Noteholders and a Counterparty*" below.

2.2.5 *Hedging and trading activity by each Issuer, the Guarantor and their respective affiliates could potentially affect the value of the Notes*

In the ordinary course of their business, whether or not they will engage in any secondary market making activities, the Issuers, the Guarantor and/or any of their respective affiliates may effect transactions for their own account or for the account of their customers and hold long or short positions in the reference Asset(s) (as defined below) or related derivatives. In addition, in connection with the offering of the Notes, the Issuers, the Guarantor and/or their respective affiliates may enter into one or more hedging transactions with respect to the reference asset(s) or related derivatives. In connection with such hedging or any market-making activities or with respect to proprietary or other trading activities by the Issuers, the Guarantor and/or the Group, the Issuers, the Guarantor and/or their respective affiliates may enter into transactions in the Reference Asset(s) or related derivatives which may affect the market price, liquidity or value of the Reference Assets and, consequently, the Notes and which could be deemed to be adverse to the interests of the relevant Noteholders.

The above situations may result in consequences which may be adverse to Noteholders. The Issuer and the Guarantor assume no responsibility whatsoever for such consequences and their impact on Noteholders.

3. RISKS RELATED TO THE STRUCTURE OF A PARTICULAR ISSUE OF NOTES

A wide range of Notes may be issued under the Programme. A number of these Notes may have features which present particular risks for potential investors. Set out below is a description of the most common such features, which may increase the risk of investing in such Notes:

3.1 Limitations on recourse and rights with respect to underlyings assets

There are certain factors which are material for the purpose of assessing the risks associated with an investment in Notes issued under the Programme. Such factors will vary depending on the type of Notes issued, in particular in relation to Notes, the interest and/or redemption amount of which is linked to the value of one or more index, share, inflation index, unit, interest or share in a fund, or the combination of any of the foregoing or such other underlying or basis of reference.

3.2 Open end Notes issued by SG Issuer

Potential investors who take into account to purchase Open end Notes should consider that this type of Notes does not have a determined maturity. Therefore, the duration of the Notes is dependent on an optional redemption, if any, elected by SG Issuer (see also "*Notes subject to optional redemption by the relevant Issuer*" below). If there is no secondary market, there might be no possibility for the investors to sell the Notes.

3.2 Notes subject to optional redemption by the relevant Issuer

An optional redemption feature of Notes is likely to limit their market value. During any period when the relevant Issuer may elect to redeem Notes, the market value of those Notes generally will not rise substantially above the price at which they can be redeemed. This may also be true prior to any redemption period.

3.3 Early redemption and reinvestment risks

The relevant Issuer may be expected to redeem Notes when its cost of borrowing is lower than the interest rate on the Notes. At those times, an investor generally would not be able to reinvest the redemption proceeds at an effective interest rate as high as the interest rate on the Notes being redeemed and may only be able to do so at a significantly lower rate. Potential investors should consider reinvestment risk in light of other investments available at that time.

3.4 Trigger redemption at the option of the Issuer

In respect of certain issues where so specified in the applicable Final Terms, the Notes may be redeemed early in the event that the outstanding nominal amount falls below 10% of the initial nominal amount of such Notes or such other level stipulated in the applicable Final Terms. In such event the relevant Issuer will have the option to redeem any outstanding Notes early upon the giving of notice. This could lead to investors receiving an amount at redemption earlier than had been anticipated in circumstances over which the investors have no control and may affect the value of their investment.

3.5 Partly-Paid Notes

The relevant Issuer may issue Notes where the issue price is payable in more than one part payment. Failure to pay any subsequent part payment could result in an investor losing some or all of his investment.

3.6 Interest rate risks

Investment in Fixed Rate Notes or any Note with a fixed rate component involves the risk that subsequent changes in market interest rates may adversely affect the value of such Notes.

As regards Floating Rate Notes, a key difference between Floating Rate Notes and Fixed Rate Notes is that interest income on Floating Rate Notes cannot be anticipated. Due to varying interest income, investors are not able to determine a definite yield of Floating Rate Notes at the time they purchase them, so that their return on investment cannot be compared with that of investments having longer fixed interest periods. If the terms and conditions of the Notes provide for frequent interest payment dates, investors are exposed to reinvestment risk if market interest rates decline. That is, investors may reinvest the interest income paid to them only at the relevant lower interest rates then prevailing. In addition, the Issuer's ability to also issue Fixed Rate Notes may affect the market value and the secondary market (if any) of the Floating Rate Notes (and vice versa).

3.7 Variable rate Notes with a multiplier or other leverage factor

Notes with variable interest rates can be volatile investments. If they are structured to include multipliers or other leverage factors, or caps or floors, or any combination of those features or other similar related features, their market values may be even more volatile than those for securities that do not include those features.

3.8 Inverse Floating Rate Notes

Inverse Floating Rate Notes have an interest rate equal to a fixed rate minus a rate based upon a reference rate such as LIBOR. The market values of those Notes typically are more volatile than market values of other conventional floating rate debt securities based on the same reference rate (and with otherwise comparable terms). Inverse Floating Rate Notes are more volatile because an increase in the reference rate not only decreases the interest rate of the Notes, but may also reflect an increase in prevailing interest rates, which further adversely affects the market value of these Notes.

3.9 Fixed/Floating Rate Notes

Fixed/Floating Rate Notes may bear interest at a rate that converts from a fixed rate to a floating rate, or from a floating rate to a fixed rate. Where the relevant Issuer has the right to effect such a conversion, this will affect the secondary market and the market value of the Notes since the relevant Issuer may be expected to convert the rate when it is likely to produce a lower overall cost of borrowing. If the relevant Issuer converts from a fixed rate to a floating rate in such circumstances, the spread on the Fixed/Floating Rate Notes may be less favourable than then prevailing spreads on comparable Floating Rate Notes tied to the same reference rate. In addition, the new floating rate at any time may be lower than the rates on other Notes. If the relevant Issuer converts from a floating rate to a fixed rate in such circumstances, the fixed rate may be lower than then prevailing rates on its Notes.

3.10 Notes issued linked to certain events

The interest rate or redemption amount of certain Notes may be linked to the occurrence or non-occurrence of certain events which are not connected with the Issuers or the Guarantor such as credit, weather or sporting events. The occurrence of such events is beyond the control of the Issuers and the Guarantor and Noteholders are exposed to the risk of such event occurring or not, as the case may be.

3.11 Notes issued at a substantial discount or premium

The market values of securities issued at a substantial discount to or premium from their principal amount tend to fluctuate more in relation to general changes in interest rates than do prices for conventional interest-bearing securities. Generally, the longer the remaining term of the securities, the greater the price volatility as compared to conventional interest-bearing securities with comparable maturities.

3.12 Zero Coupon Notes

The prices at which Zero Coupon Notes, as well as other Notes issued at a substantial discount from their principal amount payable at maturity, trade in the secondary market tend to fluctuate more in relation to general changes in interest rates than do the prices for conventional interest-bearing securities with comparable maturities.

3.13 Notes containing limited events of default

The holder of any Note may only give notice that such Note is immediately due and repayable in a limited number of events of default. Such events of default do not include, for example, a cross-default of the relevant Issuer's other debt obligation.

3.13 Notes underlying CREST Depository Interests

The CDIs will be delivered, held and settled in CREST, by means of the CREST International Settlement Links Service.

The settlement of the CDIs by means of the CREST International Settlement Links Service may involve the following risks to investors:

Investors will not be the legal owners of the Notes underlying the CDIs (the **Underlying Notes**). The CDIs are separate legal instruments from the Underlying Notes to which they relate and represent an indirect interest in such Underlying Notes.

The Underlying Notes themselves (as distinct from the CDIs representing indirect interests in such Underlying Notes) will be held in an account with a custodian. The custodian will hold the Underlying Notes through a clearing system. Rights in the Underlying Notes will be held through custodial and depositary links through the appropriate clearing systems. The legal title to the Underlying Notes or to

interests in the Underlying Notes will depend on the rules of the clearing system in or through which the Underlying Notes are held.

The CDIs will be issued by CREST Depository Limited to investors and will be governed by English law. The CDIs will represent indirect interests in the interest of CREST International Nominees Limited in the Underlying Notes.

Rights under the Underlying Notes cannot be enforced by investors except indirectly through the intermediary depositaries and custodians described above. The enforcement of rights under the Underlying Notes will therefore be subject to the local law of the relevant intermediary. This will include English law. The rights of investors to the Underlying Notes are represented by the entitlements against the CREST Depository which (through the CREST Nominee) holds interests in the Underlying Notes.

This could result in an elimination or reduction in the payments that otherwise would have been made in respect of the Underlying Notes in the event of any insolvency or liquidation of the relevant intermediary, in particular where the Underlying Notes held in clearing systems are not held in special purpose accounts and are fungible with other securities held in the same accounts on behalf of other customers of the relevant intermediaries.

The CDIs issued to investors will be constituted and issued pursuant to the CREST Deed Poll. Investors in the CDIs will be bound by all provisions of the CREST Deed Poll and by all provisions of, or prescribed pursuant to, the CREST Reference Manual dated 22 November 2010 as amended, modified, varied or supplemented from time to time (the **CREST Reference Manual**) and the CREST Rules (contained in the CREST Reference Manual) applicable to the International Settlement Links Service and investors must comply in full with all obligations imposed on them by such provisions.

Investors should note that the provisions of the CREST Deed Poll, the CREST Reference Manual and the CREST Rules contain indemnities, warranties, representations and undertakings to be given by holders of the CDIs and limitations on the liability of the relevant Issuer of the CDIs, CREST Depository Limited.

Investors may incur liabilities resulting from a breach of any such indemnities, warranties, representations and undertakings in excess of the money invested by them. The attention of investors is drawn to the terms of the CREST Deed Poll, the CREST Reference Manual and the CREST Rules, copies of which are available from Euroclear UK & Ireland at 33 Cannon Street, London EC4M 5SB or by calling +44 207 849 0000 or under the CREST section of the website of Euroclear UK & Ireland (www.euroclear.co.uk).

Investors should note that holders of CDIs may be required to pay fees, charges, costs and expenses to CREST Depository Limited in connection with the use of the International Settlement Links Service. These will include the fees and expenses charged by CREST Depository Limited in respect of the provision of services by it under the CREST Deed Poll and any taxes, duties, charges, costs or expenses which may be or become payable in connection with the holding of the Notes through the International Settlement Links Service.

Investors should note that neither the relevant Issuer nor any Paying Agent will have any responsibility for the performance by any intermediaries or their respective direct or indirect participants or accountholders of their respective obligations under the rules and procedures governing their operations.

3.14 Reliance on DTC, Euroclear and Clearstream, Luxembourg procedures

Notes issued under the Programme may be represented on issue by one or more Global Notes that may be deposited with a common depositary for Euroclear and Clearstream, Luxembourg or may be deposited with a nominee for DTC (see the section headed "Book Entry Clearance Systems"). Except in the circumstances described in each Global Note, investors will not be entitled to receive Notes in

definitive form. Each of DTC, Euroclear and Clearstream, Luxembourg and their respective direct and indirect participants will maintain records of the beneficial interests in each Global Note held through it. While the Notes are represented by a Global Note, investors will be able to trade their beneficial interests only through the relevant clearing systems and their respective participants.

While the Notes are represented by Global Notes, the Issuer will discharge its payment obligation under the Notes by making payments through the relevant clearing systems. A holder of a beneficial interest in a Global Note must rely on the procedures of the relevant clearing system and its participants to receive payments under the Notes. The Issuer has no responsibility or liability for the records relating to, or payments made in respect of, beneficial interests in any Global Note.

Holders of beneficial interests in a Global Note will not have a direct right to vote in respect of the Notes so represented. Instead, such holders will be permitted to act only to the extent that they are enabled by the relevant clearing system and its participants to appoint appropriate proxies.

Special rules apply to SIS Notes.

3.15 Notes constituting "Obligations" under French Law

The Final Terms may specify that the Notes will constitute obligations under French law (within the meaning of Article L.213-5 of the French *Code monétaire et financier*). Investors' attention is drawn to the fact that this characterisation is a legal characterisation and not a prudential one. Each potential investor should consult its legal advisers and where applicable its regulator(s), accountants, auditors and tax advisers to determine whether and to what extent (i) Notes are legal investments for it, (ii) Notes can be used as collateral for various types of borrowing, (iii) Notes are eligible as regulated assets (where applicable), (iv) Notes are an appropriate investment for it from a prudential point of view and (v) other restrictions apply to its purchase or pledge of any Notes. Financial institutions should consult their legal advisors or the appropriate regulators to determine the appropriate treatment of Notes under any applicable risk-based capital or similar rules.

4. RISK FACTORS RELATING TO INDEX LINKED NOTES

4.1 General

The relevant Issuer may issue Notes with principal or interest determined by reference to an index or formula, to changes in the prices of securities or commodities, to movements in currency exchange rates or other factors (each, a **Relevant Factor**). In addition, the relevant Issuer may issue Notes with principal or interest payable in one or more currencies which may be different from the currency in which the Notes are denominated. Potential investors should be aware that:

- the market price of such Notes may be volatile;
- they may receive no interest;
- payment of principal or interest may occur at a different time or in a different currency than expected;
- they may lose all or a substantial portion of their principal;
- a Relevant Factor may be subject to significant fluctuations that may not correlate with changes in interest rates, currencies or other indices;
- if a Relevant Factor is applied to Notes in conjunction with a multiplier greater than one or contains some other leverage factor, the effect of changes in the Relevant Factor on principal or interest payable likely will be magnified;
- the timing of changes in a Relevant Factor may affect the actual yield to investors, even if the average level is consistent with their expectations. In general, the earlier the change in the Relevant Factor, the greater the effect on yield; and
- the market price of such Notes may be volatile and may depend on the time remaining to the relevant redemption date and the volatility of the level of the index or indices.

The historical experience of an index should not be viewed as an indication of the future performance of such index during the term of any Index Linked Notes. Accordingly, each potential investor should consult its own financial and legal advisers about the risk entailed by an investment in any Index Linked Notes and the suitability of such Notes in light of its particular circumstances.

4.2 Investors' yield may be lower than the yield on a standard debt security of comparable maturity

Unlike conventional fixed rate or floating rate debt securities, Index Linked Notes whose payments (whether in respect of principal and/or interest and whether at maturity or otherwise) are calculated by reference to an index, may not provide investors with periodic payments of interest. Further, with respect to the Final or Early Redemption Amount, the effective yield to maturity of the Notes may be less than that which would be payable on a conventional fixed rate or floating rate debt security. The return of only the Final or Early Redemption Amount of each Note at maturity may not compensate the holder for any opportunity cost implied by inflation and other factors relating to the value of money over time.

4.3 Adjustment or substitution – Early redemption of the Notes

The Calculation Agent may, in certain circumstances, proceed to adjustments or substitutions, or even decide the early redemption of the Notes, in particular upon the occurrence of events affecting the underlying instrument(s). In the absence of manifest or proven error, these adjustments, substitutions or early redemption decisions will be binding upon the relevant Issuer, the Guarantor, the Agent and the Noteholders. The relevant Issuer may also have a discretionary right to redeem the Notes early. In all such cases, the early redemption of the Notes may result in the total or partial loss of the amount invested.

4.4 Return does not reflect dividends

Depending upon the calculation methodology of an index, where the performance of an index is taken into account in order to calculate payments due under the Index Linked Notes the payment of income (such as dividends for an index that has stocks as underlyings) may not be reflected as the index may be calculated by reference to the prices of the underlyings comprising the index without taking into consideration the value of any income paid on those Deliverable Assets. Therefore, the yield to maturity of Index Linked Notes referring to an index may not be the same as the yield that would be produced if such Deliverable Assets were purchased and held for a similar period.

4.5 Risks relating to Index Linked Notes

Index Linked Notes based on an index are subject to risks broadly similar to those attending any investment in a broadly-based portfolio of assets including, without limitation, the risk that the general level of prices for such assets may decline. The following is a list of some of the significant risks associated with an index:

- historical performance of the index does not indicate the future performance of this index. It is impossible to predict whether the value of the index will fall or rise during the term of the Notes; and

- the level of the index or indices may be affected by the economic, financial and political events in one or more jurisdictions, including the stock exchange(s) or quotation system(s) on which any securities comprising the index or indices may be traded. The index may reference equities, bonds or other securities or it may be a property index referencing certain property price data which will be subject to market price fluctuations. A property index may include valuations only and not actual transactions and the property data sources used to compile the index may be subject to change, which may adversely affect the return on the Notes.

The policies of the sponsor of an index (including a sponsor that is affiliated with Société Générale) as regards additions, deletions and substitutions of the assets underlying the index and the manner in which the index sponsor takes account of certain changes affecting such Deliverable Assets may affect

the value of the index. The policies of an index sponsor with respect to the calculation of an index could also affect the value of the index. An index sponsor may discontinue or suspend calculation or dissemination of information relating to its index. Any such actions could affect the value of the Notes. See the section headed "*Additional Terms and Conditions for Index Linked Notes*" for more details.

In addition, indices may be subject to management fees and other fees as well as charges that are payable to the index sponsor(s) and which can reduce the Final or Early Redemption Amount payable to Noteholders. Such fees may be paid to index sponsors that are affiliates of Société Générale.

4.5.1 *Conflicts of interest in connection with proprietary indices*

Société Générale has developed an expertise in creating, structuring and maintaining indices for which it acts as index sponsor (the "**proprietary indices**"). These indices are calculated by an external calculation agent in accordance with rules which describe the methodology for determining the composition and the calculation of these indices (the "**Index Rules**").

(i) In respect of the proprietary indices discretionarily composed by Société Générale or an affiliate of Société Générale to which Notes are linked, Société Générale may face a conflict of interest between its obligations as the issuer of such Notes and as the composer of such indices, as the determination of the composition of such indices may have an impact on the value of the Notes.

(ii) In respect of the proprietary indices composed by a third party to which Notes are linked, Société Générale may face a conflict of interest between its obligations as the issuer of such Notes and as sponsor of such indices as it may, subject to the Index Rules, amend or supplement the relevant Index Rules which may have an impact on the value of the Notes.

(iii) In respect of the proprietary indices which are composed by applying a mathematical formula without any discretion from Société Générale or any third party, Société Générale may face a conflict of interest between its obligations as the issuer of such Notes and as sponsor of such indices as it may, subject to the Index Rules, modify certain parameters (such as the funding spread) which may have an impact on the value of the Notes

Société Générale or any of its affiliates may have banking or other commercial relationships with third parties in relation to a proprietary index, and may engage in trading in such index (including such trading as Société Générale and/or its affiliates deem appropriate in their sole and absolute discretion to hedge their market risk on any such other transactions that may relate to proprietary indices), which may adversely affect the level of such index.

If the hedging activities of Société Générale or one of its affiliates in connection with a particular index are disrupted, Société Générale or the relevant affiliate may decide to terminate calculations in relation to such index sooner than another index sponsor would in comparable circumstances. Such a termination may trigger the early redemption of the Notes.

The above situations may result in consequences which may be adverse to Noteholders. The Issuers and the Guarantor assume no responsibility whatsoever for such consequences and their impact on Noteholders.

4.6 Risk Factors specific to Share Linked Notes

4.6.1 *No beneficial interest in the underlying shares*

A holder of the Notes will not be a beneficial owner of the underlying shares and therefore will not be entitled to receive any dividends or similar amounts paid on the underlying shares, nor will a Noteholder be entitled to purchase the underlying shares by virtue of its ownership of the Notes. Moreover, holders of the Notes will not be entitled to any voting rights or other control rights that holders of the underlying shares may have with respect to the issuer of such underlying shares. The Final or Early Redemption Amount will not reflect the payment of any dividends on the underlying shares. Accordingly, the return

on the Notes will not reflect the return you would realise if you actually owned the underlying shares and received dividends, if any, paid on those securities. Therefore, the yield to maturity based on the methodology for calculating the Final or Early Redemption Amount will not be the same yield as would be produced if the underlying shares were purchased directly and held for a similar period.

4.6.2 *Limited antidilution protection*

The Calculation Agent may make adjustments to elements of the Notes as described in the Additional Terms and Conditions for Share Linked Notes. The Calculation Agent is not required to make an adjustment for every corporate event that may affect the underlying shares. Those events or other actions by the issuer of underlying shares or a third party may nevertheless adversely affect the market price of the underlying shares and, therefore, adversely affect the value of the Notes. The issuer of underlying shares or a third party could make an offering or exchange offer or the issuer of underlying shares could take another action that adversely affects the value of the underlying shares and the Notes but does not result in an adjustment.

4.6.3 *Risks arising from conduct of issuers of shares*

The issuers of underlying shares are not involved in the offer of the Notes in any way and have no obligation to consider the interests of the Noteholders in taking any corporate actions that might affect the value of the Notes. The issuers of underlying shares may take actions that will adversely affect the value of the Notes.

4.7 Risk Factors relating to Fund Linked Notes[1]

The fund units may be issued hedge funds or mutual funds (hereafter the underlying funds).

4.7.1 *Investors should investigate the underlying fund(s) as if investing directly*

To the extent the underlying(s) of a series of Notes include(s) a fund or portfolio of funds, investors should conduct their own diligence of the underlying fund(s) as they would if they were directly investing in the underlying fund(s). The offering of the Notes does not constitute a recommendation by Société Générale or any of its affiliates with respect to an investment linked to an underlying fund (including in respect of funds that are managed by managers affiliated with Société Générale). Investors should not conclude that the sale by the Issuers of the Notes is any form of investment recommendation by the Issuers or any of their affiliates to invest in the underlying fund(s).

4.7.2 *Risks relating to underlying funds that are hedge funds*

Fund units, and investments in hedge funds generally, are speculative and involve a high degree of risk. Neither the relevant Issuer nor the Guarantor gives any assurance as to the performance of fund units.

To the extent the underlying(s) of a series of Notes include(s) a hedge fund or portfolio of hedge funds for a series of Notes, the Notes of such series will be subject to some of the risks of an investment in a hedge fund or portfolio of hedge funds. The lack of oversight and regulation associated with funds that are hedge funds may increase the likelihood of fraud and negligence by the fund's managers and/or the investment advisors, their brokerage firms or banks.

Hedge funds may involve complex tax structures and delays in distributing important tax information and may have high fees and expenses that may offset the hedge fund's trading profits.

Substantial redemptions on a hedge fund on a particular day could require such funds to liquidate positions more rapidly than would be otherwise desirable.

[1] Statements in this section concerning funds and fund managers also apply to any portfolio or basket of funds and any related portfolio manager.

Hedge funds, including the funds on which Index Linked Notes may be indexed, generally do not make information about their operations and holdings public. Even if the relevant Issuer, the Guarantor or any affiliate of Société Générale may have arrangements with a fund managers to obtain information required to calculate the value of the fund, it may not have access to the activities of the fund on a continuous basis or at all. There are currently no regulatory requirements compelling funds to release information of the kind that would allow the relevant Issuer, the Guarantor or any affiliate of Société Générale to value a fund or to accurately determine the value of the fund units and, consequently, the Final or Early Redemption Amount of the relevant Notes.

Société Générale and certain of its affiliates from time to time obtain information regarding specific hedge funds that may not be available to the general public. Any such information is obtained by Société Générale and certain of its affiliates in the ordinary course of their businesses, and not in connection with the offering of the Notes (including in respect of funds that are managed by managers affiliated with Société Générale). In connection with the ordinary course of their businesses, Société Générale and certain of its affiliates may recommend, or determine not to recommend, specific hedge funds to their clients. Hedge funds as to which Société Générale and certain of its affiliates have formed investment recommendations may now or may in the future be among the underlying funds used in the redemption formula of Notes. Any views that may be held by Société Générale and certain of its affiliates with respect to the expected future performance of one or more of the funds (including in respect of funds that are managed by managers affiliated with Société Générale) would not be an indication of the future expected performance of the fund, and neither Société Générale nor any of its affiliates has formed a view with respect to the expected future performance of a fund.

4.7.3 *Volatility of the markets may adversely affect the value of the fund units*

Volatility is the term used to describe the size and frequency of market fluctuations. If the volatility of the underlying fund(s) increases or decreases, the market value of the Notes may be affected.

Funds' performances (especially hedge funds) may be highly volatile. Movements in the net asset value of the fund tracked by the fund units may vary from month to month. Trades made by fund managers may be based upon their expectation of price movements as the relevant investments approach and reach maturity several months following initiation of the trades. In the meantime, the market value of positions may not increase, and may in fact decrease, and this will be reflected in the net asset value per share.

Investments made by the underlying funds can involve substantial risks. The nature of these investments means that the value of the fund units may fluctuate significantly during a day or over longer periods. Consequently, the performance of the fund units over a given period will not necessarily be indicative of future performance.

Market volatility may produce significant losses on the fund units.

4.7.4 *The use of leverage may increase the risk of loss in the value of the fund units*

The underlying funds may have recourse to leverage i.e. borrow amounts that represent more than 100 per cent. of the value of their assets to invest further in assets that involve additional risks. Accordingly, a small downward movement in the value of a fund's assets may result in a significantly larger loss for the fund.

4.7.5 *Fund managers may be eligible to earn incentive compensation*

The potential for a fund manager to earn performance-based compensation (including a manager that is affiliated with Société Générale) may encourage such fund manager to trade in a more speculative manner than it otherwise would. Therefore, because the incentive compensation of the fund's managers and/or investment advisors to hedge funds is often directly influenced by the performance of such funds, each fund manager may consequently have an incentive to take greater risks when making investments

that may result in greater profits. By taking greater risks when making investments consequently there is greater scope for significant losses. In addition, the fund managers and/or the investment advisors may receive management, advisory or performance fees even though the fund has not realised any gains.

4.7.6 *Fund managers' investments are not verified*

None of the Issuers, Société Générale as Guarantor or as Calculation Agent under the Notes or Société Générale's affiliates are or will be responsible for verifying or ensuring that the fund managers comply with its stated trading strategy (including a manager that is affiliated with Société Générale).

The fund's managers (including a manager that is affiliated with Société Générale) do not have any obligations to the Noteholders, or other role in connection with the Notes, including any obligation to take the needs of the Noteholders into consideration for any reason. The fund managers (including a manager that is affiliated with Société Générale) are not responsible for, and have not endorsed or participated in, the offering, placement, sale, purchase or transfer of the Notes. The fund managers (including a manager that is affiliated with Société Générale) are not responsible for, and will not participate in, the determination or calculation of the amounts receivable by Noteholders.

Underlying funds that are hedge funds are not subject to the same regulatory regime, or regulated to the same extent as, mutual funds or registered securities or securities offerings. Changes to the current regulatory environment could affect the investment, operations and structure of the underlying funds and could adversely affect the performance of the underlying funds.

The underlying funds may invest in assets that involve further risks and such risks may not be fully disclosed at the time of investment by the relevant Issuer. The fund managers and/or the investment advisors to hedge funds may invest in and trade in a variety of financial instruments using sophisticated investment techniques for hedging and non-hedging purposes. Such financial instruments and investment techniques include but are not limited to the use of leverage (i.e., borrowing money for investment purposes), short sales of securities, transactions that use derivatives such as swaps, stock options, index options, futures contracts and options on futures, transactions that involve the lending of securities to certain financial institutions, the entry into repurchase and reverse repurchase agreements for securities and the investment in foreign securities and foreign currencies. Furthermore, hedge funds may borrow an amount of more than 100 per cent. of its assets on a consistent basis to increase its leverage. While these investment strategies and financial instruments allow the fund managers and/or the investment advisors the flexibility to implement a range of strategies in an attempt to generate positive returns for the fund, they also create the risk of significant losses that may adversely affect the fund.

Hedge funds may invest in securities listed or traded on foreign exchanges. The execution of transactions on foreign exchanges might involve particular risks including but not limited to: higher volatility, government intervention, lack of transparency, lack of regulation, currency risk, political risk and economic social instability.

4.7.7 *Reliance on fund managers and/or investment advisors of the underlying fund(s)*

Investment in the Notes is speculative and entails substantial risks. The Final or Early Redemption Amount is based on changes in the value of the underlying fund(s), which fluctuates and cannot be predicted. Moreover, any persons relying on the performance of the underlying fund(s) should note that such performance will depend to a considerable extent on the performance of the fund's managers and/or investment advisors of the fund(s). None of the Issuer, or Société Générale as Guarantor or as Calculation Agent under the Notes, or Société Générale's affiliates are in a position to protect the Noteholders against fraud and misrepresentation by unaffiliated fund managers or the investment advisors. Investors should understand that they could be materially adversely affected by any such acts. Noteholders do not have and are not entitled to any beneficial interests in the underlying fund(s) and as such, have no recourse against the underlying fund(s), any investment advisor or manager either

contractually or statutorily. Furthermore, as a practical matter, it may be difficult to bring an action, or to seek to enforce a judgment obtained in an action, against any of the aforementioned entities. In addition, the fund managers and/or the investment advisors may be removed or replaced, the allocation of assets may vary from time to time and the various positions of the investments of the underlying fund(s) may be economically offsetting, all of which may affect the performance of the underlying fund(s).

The fund managers and/or the investment advisors may manage or advise other funds and/or accounts and may have financial and other incentives to favour such other funds and/or accounts over the underlying fund(s). Also, the fund managers and/or the investment advisors may manage or advise for their own accounts and the accounts of their clients and may make recommendations or take positions similar or dissimilar to those of the underlying fund(s) or which may compete with the underlying fund(s).

4.7.8 *Fees, deductions and charges will reduce the Final or Early Redemption Amount*

Fund fees will be deducted from the net asset value of the fund, reducing the value of the fund units. Accordingly, to the extent that the Final or Early Redemption Amount is linked to the net asset value of a fund, the Final or Early Redemption Amount payable to Noteholders will be less than it would have been absent these fees, deductions and charges, Société Générale or one of its affiliates may be the beneficiary of such fees or obtain rebate on such fees from third parties.

4.7.9 *Net Asset Value*

The market value of the Notes is likely to depend substantially on the then-current net asset value of the underlying fund(s). If an investor chooses to sell its Notes, such investor may receive substantially less than the amount that would be payable at any relevant payment date based on that net asset value because of, for example, possible market expectations that the net asset value of the underlying fund(s) will continue to fluctuate between such time and the time when the final net asset value of the underlying fund(s) is determined. Political, economic and other developments that affect the investments underlying the underlying fund(s) may also affect the net asset value of the underlying fund(s) and, thus the value of the Notes.

4.7.10 The illiquidity of the underlying fund's investments may cause the payment of the Final or Early Redemption Amount and/or any Intermediary Amount to be reduced or delayed.

The intermediary amounts or final redemption amounts due to investors in Notes having funds as underlyings may be based on the redemption proceeds that would be paid in cash by the underlying fund to a hypothetical investor as a result of a valid and timely notice for redemption given by such hypothetical investor with effect as of the relevant valuation date. To meet a redemption request, the underlying fund would likely sell its own assets but such investments may not be readily saleable on or shortly after the valuation date for various reasons, including, but not limited to:

- infrequent redemption opportunities allowed by such underlying fund (for example, many hedge funds only allow monthly or quarterly liquidity);
- "gating," lock-ups, side pockets or discretionary redemption delays or suspensions imposed by such underlying fund (for example, many hedge funds have provisions whereby redemption requests are scaled back if the aggregate amount of such requests reaches a predetermined limit); and
- such underlying funds' own investments may be illiquid;

In these situations, (i) the payment of any intermediate amounts may be postponed by the Calculation Agent too soon after the date on which the underlying fund pays all the redemption proceeds in respect of a valid and timely redemption order given after the occurrence of an event as described above or to the maturity date of the Notes and/or (ii) the payment of the final redemption amount will occur on the basis of the redemption proceeds paid by the underlying fund in respect of a valid and timely redemption order given after the occurrence an event described above. If the redemption proceeds have not been paid by the underlying fund on the maturity date of the Notes, the payment of the intermediate amounts

or final redemption amounts may be postponed after the maturity date up to a maximum period of two years. If at the expiry of this two-year period, the underlying fund has not paid in full the redemption proceeds, the intermediate and final redemption amounts shall be determined by the Calculation Agent on the basis of what has actually been paid by the underlying fund. The amount received by the investors in the Notes may be as low as zero.

If certain extraordinary events occur affecting an underlying fund, such as but without limitation the insolvency, nationalisation or merger of the underlying fund, a resignation or termination or replacement of the administrator, custodian, investment adviser or manager of the fund, or a breach by the underlying fund of its investment strategy, the Calculation Agent may decide to terminate soon after the occurrence of such extraordinary event, the exposure of the Notes to the underlying fund and the intermediate amounts and/or the final redemption amounts and (i) pay any intermediate amount due to the investor in the Notes either immediately or at the maturity date of the Notes on the basis of the redemption proceeds paid by the underlying fund in the liquidation of the exposure to such underlying fund and/or (ii) pay the final redemption amount at the maturity date of the Notes on the basis of the redemption proceeds paid by the underlying fund in the liquidation of the exposure to such underlying fund. If the underlying fund is also subject to liquidity problems as described above, the postponement of the payment of the intermediate amounts and/or final redemption amount up to a maximum period of two years may also apply.

Given recent experience in the hedge fund industry, it is likely that such delay would have an adverse impact on the amount payable to you under the Notes.

4.7.11 *If the underlying fund(s) invest(s) through a master-feeder structure, the latter may have an adverse effect on the underlying fund(s) and, therefore, the Notes*

The underlying fund(s) may invest through a "master-feeder" structure. As such, the underlying fund(s) will contribute substantially part or all of its assets to the master fund and may do so alongside other investors, including other feeder funds. The relevant master fund may also establish or allow investment by additional investors or feeder funds in the future.

The master-feeder fund structure, in particular the existence of multiple investment vehicles investing in the same portfolio, presents certain unique risks to investors. The underlying fund(s) may be materially affected by the actions of other investors, investment vehicles and feeder funds investing in the master fund, particularly if such investors have large investments in the master fund. For example, if a larger investment vehicle or entity with a large investment in the master fund redeems from the master fund, illiquidity in certain securities or markets could make it difficult for the master fund to liquidate positions on favourable terms to effect such redemption, which could result in losses or a decrease in the net asset value of the master fund. In addition, to satisfy such redemptions, the sub-manager may need to liquidate the master fund's most liquid investments; leaving remaining investors (including the underlying fund(s)) invested in more illiquid instruments. Such withdrawals may also leave the master fund with a less diversified pool of investments. This may increase the overall portfolio risk of the master fund, and, ultimately, the Notes. Conversely, the sub-manager may refuse a redemption request if it believes that such request, if fulfilled, would have a material adverse impact on the remaining investors of the master fund. This may negatively impact the liquidity of the master fund and, therefore, the underlying fund(s) and the Notes.

4.7.12 *Certain business activities may create conflicts of interest with Noteholders*

The Issuers and the Guarantor, or one or more of their affiliates, may engage in trading and other business activities relating to the underlying fund(s) or their Deliverable Assets that are not for the Noteholders' accounts or on behalf of the Noteholders. These activities may present a conflict between a Noteholder's interest in the Notes and the interests of the Issuers and the Guarantor, or one or more of their affiliates, may have in their proprietary account. Such activities may include, among other things, the exercise of voting power, financial advisory relationships, financing transactions, derivative

transactions and the exercise of creditor rights, each of which may be contrary to the interests of the Noteholders. Any of these trading and/or business activities may affect the value of an underlying fund(s) and thus could be adverse to a Noteholder's return on the Notes. The Issuers, the Guarantor and their respective affiliates may engage in any such activities without regard to the Notes or the effect that such activities may directly or indirectly have on Notes of any series.

In addition, in connection with these activities, the Issuers, the Guarantor and/or their respective affiliates may receive information about the underlying fund(s) or their Deliverable Assets that will not be disclosed to the Noteholders. The Issuers, the Guarantor and their respective affiliates have no obligation to disclose such information about the underlying fund(s) or the companies to which they relate.

4.7.13 *Additional investments in, or withdrawals of amounts previously invested in, the fund may adversely affect the value of the fund units*

In the ordinary course of their business, whether or not they will engage in any secondary market making activities, the Issuers, the Guarantor or one or more of their affiliates may effect transactions for their own account or for the account of their customers and hold long or short positions in the underlying fund(s), Deliverable Assets of the underlying fund(s) and/or related derivatives. In addition, in connection with the offering of any series of Notes and during the term of such series of Notes, each Issuer, the Guarantor or one or more of their respective affiliates in order to hedge its obligations under the Notes, may enter into one or more hedging transaction with respect to the underlying fund(s), Deliverable Assets of the underlying fund(s) and/or related derivatives.

In connection with any of such hedging or any market making activities or with respect to proprietary or other such trading activities, the Issuers, the Guarantor and/or their respective affiliates may enter into transactions in the underlying fund(s), Deliverable Assets of the underlying fund(s) and/or related derivatives which may affect the market price, liquidity or value of the underlying fund(s) or their Deliverable Assets, and therefore the Notes. The Issuers, the Guarantor and/or any of their respective affiliates may also issue or underwrite other securities or financial or derivative instruments with returns linked or related to changes in the performance of the underlying fund(s) or their Deliverable Assets. Any of the above situations may result in consequences which may be adverse to a Noteholder's investment. The Issuers and the Guarantor assume no responsibility whatsoever for such consequences and their impact on a Noteholder's investment.

Investors should be aware that, as a result of hedging decisions by the hedging counterparty, transfers into or out of the fund by the hedging counterparty may affect the value of the fund units and, in turn, the Final or Early Redemption Amount of the Notes.

Furthermore, the relevant Issuer may issue additional Tranches of Notes that are fungible with the Notes, or other bonds, notes or instruments that, while not fungible with the Notes, may be linked to an index with a component which has the underlying funds as the reference asset. If such Notes are issued, Société Générale is likely to make additional investments in the underlying funds to hedge exposure incurred in connection with such transactions related to such Notes. Any such investment in the underlying funds could adversely affect the performance of the fund units, which could adversely affect the trading value of the Notes and the Final or Early Redemption Amount.

4.7.14 *Legal, tax and regulatory changes*

Legal, tax and regulatory changes could occur during the term of the Notes that may adversely affect the underlying fund(s). The regulatory environment for hedge funds is evolving, and changes in the regulation of hedge funds may adversely affect the value of investments held by the underlying fund(s). In addition, the securities and futures markets are subject to comprehensive statutes, regulations and margin requirements. Regulators and self-regulatory organisations and exchanges are authorised to take extraordinary actions in the event of market emergencies. The regulation of derivatives transactions

and funds that engage in such transactions is an evolving area of law and is subject to modification by government and judicial action. The effect of any future regulatory change on the underlying fund(s) could be substantial and adverse and consequently may adversely affect the value of the Notes.

4.7.15 *No ownership rights in any underlying fund(s)*

An investment in the Notes does not entitle Noteholders to any ownership interest or rights in any underlying fund(s), such as voting rights or rights to any payments made to owners of the underlying fund(s). Instead, a Note represents a notional investment in the underlying fund(s). The term "notional" is used because although the value of the underlying fund(s) will be used to calculate your payment under the Notes, your investment in the Notes will not be used to purchase interests in the underlying fund(s) on your behalf.

The relevant Issuer, or an affiliate of such Issuer, may purchase interests in the underlying fund(s) in order to hedge its obligations under the Notes but it is under no obligation to do so. Such interests, if any, are the separate property of the relevant Issuer or such affiliate and do not secure the Notes. Therefore, in the event of a failure to pay the Final or Early Redemption Amount by the relevant Issuer under the Notes, the Noteholders will have no beneficial interest in or claim to any such interests in the underlying fund(s). Accordingly, any claims by Noteholders pursuant to the terms and conditions of such Notes will be *pari passu* with all other unsecured, unsubordinated, unconditional creditors of the the relevant Issuer.

4.8 Risk Factors relating to Commodity Linked Notes

Commodity Linked Notes may be redeemed by the relevant Issuer at their par value and/or by the physical delivery of the Deliverable Asset(s) and/or by payment of an amount determined by reference to the value of the Deliverable Asset(s). Accordingly, an investment in Commodity Linked Notes may bear similar market risks to a direct investment in the relevant commodities and investors should take advice accordingly. Interest payable on Commodity Linked Notes may be calculated by reference to the value of one or more Deliverable Asset(s). The value of the Deliverable Asset(s) may vary over time and may increase or decrease by reference to a variety of factors which may include global supply and demand of commodities to which the Deliverable Asset(s) refer, production and selling activities of the respective commodities by producers, central banks and international organisations, demand for end-products based on the respective commodity, net investment demand and industrial demand.

4.9 Risk Factors relating to Credit Linked Notes

Capitalised terms used in this section, but not otherwise defined in this Base Prospectus shall have the meaning given to them in the Additional Terms and Conditions for Credit Linked Notes

In the event of the occurrence of certain circumstances (which may include, amongst other things, Bankruptcy, Failure to Pay, Obligation Acceleration, Obligation Default, Repudiation/Moratorium or Restructuring) in relation to a Reference Entity or, with respect to Basket Notes and Tranche Notes, Reference Entities, in each case as specified in the applicable Final Terms, the obligation of the relevant Issuer to pay principal at maturity may be replaced by (i) an obligation to pay other amounts which are equal to either certain fixed amount(s) as specified in the applicable Final Terms or amounts calculated by reference to the value of the underlying asset(s) (which may, in each case, be less than the par value of the Notes at the relevant time) and/or (ii) an obligation to deliver the underlying asset(s). In addition, interest-bearing Credit Linked Notes may cease to bear interest on or prior to the date of occurrence of such circumstances.

Accordingly, Noteholders may be exposed as of the First Credit Event Occurrence Date mentioned in the Final Terms (which may be earlier than the date of their decision to invest in the Notes or the Issue Date) to the full extent of their investment in the Credit Linked Notes to fluctuations in the creditworthiness of the Reference Entities. Their exposure to the Reference Entities may be leveraged

by their investment in the Notes compared to a direct investment in the obligations of such Reference Entities.

In respect of Basket Notes, the greater the number of Reference Entities subject to a Credit Event, the lower the Cash Redemption Amount will be.
In respect of Tranche Notes, as soon as the aggregate of the Loss Amount and Unwind Costs for all Reference Entities subject to a Credit Event exceeds the Tranche Subordination Amount, the greater the number of Reference Entities subject to a Credit Event, the lower the Cash Redemption Amount will be.

4.9.1 *Unwind Costs*

Where Unwind Costs is specified as Applicable in the related Final Terms the Cash Redemption or the Physical Delivery Amount may be reduced by an amount equal to (i) the amount determined by the Calculation Agent where Standard Unwind Costs is applicable or (ii) the amount specified in the related Final Terms.

4.9.2 *Increased risk in respect of First-to-Default Notes and Tranche Notes*

First-to-Default Notes or Tranche Notes create leveraged exposure to the credit risk of Reference Entities.

4.9.3 *Concentration risk*

The concentration of the Reference Entities in any one industry or geographic region would subject the Notes to a greater degree of risk with respect to economic downturns relating to such industry or geographic region.

In respect of Basket Notes, irrespective of the creditworthiness of each Reference Entity, the fewer Reference Entities there are in a Reference Portfolio, the greater is the degree of risk with respect to the occurrence of each Credit Event.

In respect of First-to-Default Notes, the more Reference Entities there are in the Reference Portfolio, the greater the degree of risk. In respect of such First-to-Default Notes, the first Reference Entity in respect of which a Credit Event occurs will lead to a redemption of such First-to-Default Notes as though such First-to-Default Notes were Credit Linked Notes relating to a single Reference Entity. Accordingly, investors will be exposed to the credit risk of each stipulated Reference Entity.

4.9.4 *Discretion to determine if a Credit Event has occurred and to decide whether to give notice or not*

The Calculation Agent will determine, in its sole and absolute discretion, the occurrence or not of a Credit Event in respect of any of the Reference Entities, provided certain other conditions described in the Additional Terms and Conditions for Credit Linked Notes are satisfied. Such determination by the Calculation Agent, which is under no obligation to act in the interest of the Noteholders, will (in the absence of manifest error) be final and binding on the Noteholders. Moreover, the Calculation Agent has sole and absolute discretion to decide whether to give notice or not that a Credit Event has occurred with respect to any Reference Entity. A Noteholder may disagree with Publicly Available Information contained in the Credit Event Notice delivered by or on behalf of the Issuer to the Relevant Clearing System for the Noteholders' information, but will nevertheless be bound by that determination under the terms of the Notes.

4.9.5 *Valuation and settlement in case of Credit Event*

Under the terms of the Notes, where Société Générale acts as Calculation Agent, it may, for the purposes of determining the Cash Redemption Amount under the Quotation Dealers Method or the Physical Delivery Amount following one or more Credit Event(s), select obligations with the lowest price

of any obligations which meet the relevant criteria. In making such selection, the Calculation Agent will not be liable to account to the Noteholders, or any other person for any profit or other benefit to it or any of its affiliates which may result directly or indirectly from such selection.

Under the Notes, the Final Value is one of the factors in the determination of the redemption amount of the Notes at their Maturity Date in addition to Unwind Costs.

4.9.6 *Floating recovery*

Where Floating Recovery is specified in the related Final Terms, the terms of the Credit Linked Notes provide that the Calculation Agent will, depending on the election mentioned in the related Final Terms, determine the Final Value either by obtaining quotations from Quotation Dealers in respect of Selected Obligation(s) or by reference to Transaction Auction Settlement Terms (unless no Auction Final Price is available following any relevant Transaction Auction Settlement Terms in which case the Calculation Agent will determine the Final Value in respect of Selected Obligation(s) by obtaining quotations from Quotation Dealers). In this regard, investors should note that: (i) the Final Value as determined by reference to Transaction Auction Settlement Terms may differ from the Final Value determined otherwise and a lower Final Value will typically reduce the amount payable to Noteholders upon redemption of the Notes; and (ii) the Calculation Agent may have a conflict of interest as further described in the paragraph “Conflict of Interest” below.

If Transaction Auction Settlement Terms are not published within a certain period and if it is not possible to obtain quotations from Quotation Dealers for the Selected Obligations within a further period, the Final Value of the Selected Obligations will be deemed to be zero and therefore the Cash Redemption Amount will be equal to zero. In addition, the above-mentioned periods between Credit Event and valuation may amount to as many as 180 Business Days following the date on which the existence of a Credit Event is established, therefore, settlement, or as the case may be, notice that no amount is due under the Credit Linked Notes, may occur several months after the relevant Credit Event on a date which may be much later than the Scheduled Maturity Date of the Notes.

Where Quotation Dealer is applicable, factors affecting the Quotations Dealers may have a negative impact on the quotations obtained from Quotation Dealers (which may be lower than the value of the relevant obligations) and may as a result adversely affect the Cash Redemption Amount. The Cash Redemption Amount may be equal to zero if it is not possible to obtain quotations from Quotation Dealers for the selected obligations.

4.9.7 *Fixed Recovery*

Where Fixed Recovery is specified in the related Final Terms, the terms of Credit Linked Notes provide that the Final Value of a Reference Entity in respect of which a Credit Event Determination Date has occurred will be equal to the fixed percentage specified in the related Final Terms (including in particular where such fixed percentage is equal to zero).

This percentage may be lower than the recovery value, which would have been determined by reference to prices quoted by market participants in respect of such Reference Entity. Such recovery values may vary from zero per cent to one hundred per cent. In particular, this percentage may be lower than the recovery value which would have been determined using an auction valuation method usually organised on the credit derivatives market, such as the Auction Final Price determined further to the relevant Credit Derivatives Auction Settlement Terms published by ISDA or the quotations obtained by Quotation Dealer (where Floating Recovery is specified in the related Final Terms).

Noteholders will not benefit from any recovery value determined by reference to prices quoted by market participants in respect of such a Reference Entity and are therefore exposed to the risk that the loss resulting from such fixed percentage be significantly bigger than the loss which would have resulted from referring to the recovery value determined by reference to prices quoted by market participants in relation to any such Reference Entity.

If the Fixed Recovery is equal to one hundred per cent, the Notes may be redeemed at par at the Maturity Date which may be later than the Scheduled Maturity Date.

4.9.8 *Deferral of valuation and/or payments*

In certain circumstances including but not limited to Unsettled Credit Events or in case of Physical Settlement if the Calculation Agent determines that the Specified Deliverable Obligation(s) are Undeliverable Obligation(s), (i) the timing of valuation of the Notes may be deferred and as a result the amount of principal and/or interest payable to the Noteholders may be adversely affected and (ii) payment of principal and/or interest due to the Noteholders may be deferred without compensation to the Noteholders.

4.9.9 *Adjustment – Early redemption*

Investors should be aware that unless otherwise specified in the Final Terms, an issue of Credit Linked Notes includes provisions to the effect that:

- following the occurrence of certain events affecting any Reference Entity(ies) or any Hedge Positions entered into or to be entered into by the Issuer or any of its affiliates (as more fully described in the additional Terms and Conditions for Credit Linked Notes), the Calculation Agent may determine, in good faith, the appropriate adjustment(s), if any, to be made to any of the terms of the Terms and Conditions and/or the applicable Final Terms to account for that event and determine the effective date of that adjustment. Such adjustments may in certain circumstances include the selection by the Calculation Agent of a replacement Reference Entity which would not otherwise be a successor to the affected reference Entity but which nevertheless meets certain requirements as to rating and/or credit risk and/or geographic criteria. Such adjustment may have an adverse effect on the Final Redemption Amount, the value and liquidity of the affected Credit Linked Notes; or

- following the occurrence of certain events affecting the Hedge Positions entered into or to be entered into by the Issuer or any of its affiliates (as more fully described in the Additional Terms and Conditions for Credit Linked Notes), the Issuer may redeem the Notes at their Market Value. Following such redemption, an investor may not be able to reinvest the redemption proceeds on equivalent terms.

4.9.10 *Conflicts of interest*

The Noteholders are informed that each of the Issuer and the Dealer may from time to time hold Obligations of the Reference Entities. The rights and obligations of the Issuer under the Notes or any loss suffered by the Noteholders under the Notes are both irrespective of whether the Issuer has a credit exposure to a Reference Entity or has suffered any loss in relation to a Reference Entity.

Société Générale and its affiliates may, at the date at any time, be in possession of information in relation to any Reference Entity or Reference Obligation that is or may be material in the context of the issue of the Notes and that may not be publicly available or known to the other. There is no obligation on Société Générale and its affiliates to disclose to the Noteholders or any other party any such relationship or information whether before or after the Issue Date.

Investors should note that the Issuer or the Calculation Agent or the Guarantor may have a conflict of interest to the extent that it participates in any of the ISDA Credit Derivatives Determinations Committee.

In such a role, in relation to any Succession Event or Credit Event or Transaction Auction Settlement Terms, it can (i) submit questions to the ISDA Credit Derivatives Determinations Committee or refuse that such question be submitted to the ISDA Credit Derivatives Determinations Committee and/or (ii) vote in favor or against any resolution of the ISDA Credit Derivatives Determinations Committee following any questions raised to the ISDA Credit Derivatives Determinations Committee. Any such

participation may have a negative impact on the Cash Redemption Amount to be received by the Noteholders.

Furthermore, the Issuer or Calculation Agent or Guarantor may participate as a dealer in any auction process used to determine the Final Value in relation to any Reference Entity in relation to which a Credit Event has occurred and whether or not such auction process is organized by ISDA or by the Issuer or Calculation Agent or Guarantor itself. In such a case, the Issuer or Calculation Agent or Guarantor may have a conflict of interest by influencing any such pricing mechanism and therefore the Cash Redemption Amount to be received by the Noteholders.

4.9.11 *Credit Rating*

Noteholders should be aware that credit ratings do not constitute a guarantee of the quality of the Notes or the Reference Entity(ies). The rating assigned to the Notes by the rating agencies, if any, is based on the Reference Entity(ies)'s current financial condition (or, as the case may be, the Reference Entity(ies)'s long term unsubordinated debt rating) and reflects only the rating agencies' opinions. In respect of the Reference Entity(ies), rating agencies do not evaluate the risks of fluctuation in market value but attempt to assess the likelihood of principal and/or interest payments being made. A credit rating is not a recommendation to buy, sell or hold securities and may be subject to revision, suspension or withdrawal at any time by the assigning agency. Nevertheless, the rating agencies may fail to make timely changes in credit ratings in response to subsequent events so that a Reference Entity(ies)'s current financial condition may be better or worse than a rating indicates. Accordingly a credit rating may not fully reflect the true risks under the Notes.

4.10 Risk Factors relating to Bond Linked Notes

Capitalised terms used in this section, but not otherwise defined in this Base Prospectus shall have the meaning given to them in the Additional Terms and Conditions for Bond Linked Notes

In the event of the occurrence of certain circumstances (which may include, amongst other things, Bond Default, Bond Acceleration, Bond Failure to Pay, Bond Early Termination or Bond Restructuring) in relation to a Bond or, with respect to Basket Bond Linked Notes, Bonds, in each case as specified in the applicable Final Terms, the obligation of the relevant Issuer to pay principal at maturity may be replaced by an obligation to pay other amounts which are equal to either certain fixed amount(s) as specified in the applicable Final Terms or amounts calculated by reference to the value of the underlying asset(s) (which may, in each case, be less than the par value of the Notes at the relevant time). In addition, interest-bearing Bond Linked Notes may cease to bear interest on or prior to the date of occurrence of such circumstances.

Accordingly, Noteholders may be exposed as of the First Bond Event Occurrence Date mentioned in the Final Terms (which may be earlier than the date of their decision to invest in the Notes or the Issue Date) to the full extent of their investment in the Bond Linked Notes to fluctuations in the creditworthiness of the Bond Issuers, or to imposition or increase of withholding taxes or other adverse performance of the Bonds. Their exposure to the Bonds may be leveraged by their investment in the Notes compared to a direct investment in such Bonds.

In respect of Basket Bond Linked Notes, the greater the number of Bonds subject to a Bond Event, the lower the Cash Redemption Amount will be.

4.10.1 *Concentration Risk*

The concentration of the Bond Issuers in any one industry or geographic region would subject the Notes to a greater degree of risk with respect to economic downturns relating to such industry or geographic region.

In respect of Basket Notes, irrespective of the creditworthiness of each Bond Issuer, the fewer Bonds there are in a Reference Portfolio, the greater is the degree of risk with respect to the occurrence of each Bond Event.

4.10.2 *Discretion to determine if a Bond Event has occurred and to decide whether to give notice or not*

The Calculation Agent will determine, in its sole and absolute discretion, the occurrence or not of a Bond Event in respect of any of the Bonds, provided certain other conditions described in the Additional Terms and Conditions for Bond Linked Notes are satisfied. Such determination by the Calculation Agent, which is under no obligation to act in the interest of the Noteholders, will (in the absence of manifest error) be final and binding on the Noteholders. Moreover, the Issuer has sole and absolute discretion to decide whether to give notice or not that a Bond Event has occurred with respect to any Bond. A Noteholder may disagree with Publicly Available Information contained in the Bond Event Notice delivered by or on behalf of the Issuer to the Relevant Clearing System for the Noteholders' information, but will nevertheless be bound by that determination under the terms of the Notes.

4.10.3 *Valuation and settlement in case of Bond Event*

Under the Notes, the Bond Final Value is one of the factors in the determination of the redemption amount of the Notes at their Maturity Date.

4.10.4 *Floating recovery*

Where Floating Recovery is specified in the related Final Terms, the terms of the Bond Linked Notes provide that the Calculation Agent will, determine the Bond Final Value by obtaining quotations from Quotation Dealers in respect of the Bonds. In this regard, investors should note that: (i) the Bond Final Value as determined by the Calculation Agent may differ from the Bonds market value determined otherwise and a lower Bond Final Value will typically reduce the amount payable to Noteholders upon redemption of the Notes, and (ii) such Bond Final Value cannot exceed 100% of the Notional Amount irrespective of the Bonds market value determined otherwise.

The coupon prevalent on the Bonds is a factor in the price: ceteris paribus, a lower coupon of the Bond is expected to result in a lower Bond Final Value. If it is not possible to obtain quotations from Quotation Dealers for the Bonds within a further period, the Bond Final Value of these Bonds will be deemed to be zero and therefore the Cash Redemption Amount will be equal to zero.

In addition, the period between the Bond Event Determination Date and the First Quotation Day may amount to as many as 20 (or such other number as specified in the related Final Terms of the Notes) Business Days following the Bond Event Determination Date. The Additional Terms for Bond Linked Notes specify that a Bond Event Determination Date may come with no maximum delay following the occurrence of a Bond Event. As a consequence, notice that no or a reduced Cash Redemption Amount is due under the Bond Linked Notes and settlement (whether American Settlement or European Settlement is specified in the related Final Terms), may occur several months or years after the relevant Bond Event and on a date which may be later than the Scheduled Maturity Date of the Notes.

Factors affecting the Quotations Dealers may have a negative impact on the quotations obtained from Quotation Dealers (which may be lower than the value of the relevant obligations) and may as a result adversely affect the Cash Redemption Amount. The Cash Redemption Amount may be equal to zero if it is not possible to obtain quotations from Quotation Dealers for the Bonds.

4.10.5 *Fixed Recovery*

Where Fixed Recovery is specified in the related Final Terms, the Additional Terms for Bond Linked Notes provide that the Bond Final Value of a Bond in respect of which a Bond Event Determination Date

has occurred will be equal to the fixed percentage specified in the related Final Terms (including in particular where such fixed percentage is equal to zero).

This percentage may be lower than the recovery value, which would have been determined by reference to prices quoted by market participants in respect of such Bond. Such recovery values may vary from zero per cent to one hundred per cent. In particular, this percentage may be lower than the recovery value which would have been determined using an auction valuation method usually organised on the bonds market, such as the quotations obtained by Quotation Dealer (where Floating Recovery is specified in the related Final Terms).

Noteholders will not benefit from any recovery value determined by reference to prices quoted by market participants in respect of such Bond and are therefore exposed to the risk that the loss resulting from such fixed percentage be significantly bigger than the loss which would have resulted from referring to the recovery value determined by reference to prices quoted by market participants in relation to any such Bond.

4.10.6 *Breakage Costs Amount*

If Breakage Costs Amount option is specified as applicable in the related Final Terms and a Bond Event Determination Date occurs in respect of a Bond, Noteholders are exposed to the mark-to-market variation between First Bond Event Occurrence Date and Bond Market Value Determination Date of a repurchase transaction (if any) with the Bond as underlying asset (whose purpose is to refinance the relevant Bond). As a consequence, the Cash Redemption Amount to be received by the Noteholders may be reduced, potentially down to zero. *Deferral of valuation and/or payments*

In certain circumstances including but not limited to Unsettled Bond Events (i) the timing of valuation of the Notes may be deferred and as a result the amount of principal and/or interest payable to the Noteholders may be adversely affected and (ii) payment of principal and/or interest due to the Noteholders may be deferred without compensation to the Noteholders.

4.10.7 *Adjustment – Early redemption*

Investors should be aware that unless otherwise specified in the Final Terms, an issue of Bond Linked Notes includes provisions to the effect that:

(i) following the occurrence of certain events affecting any Bond(s) or any Hedge Positions entered into or to be entered into by the Issuer or any of its affiliates (as more fully described in the Additional Terms and Conditions for Bond Linked Notes), the Calculation Agent may determine, in good faith, the appropriate adjustment(s), if any, to be made to any of the terms of the Terms and Conditions and/or the applicable Final Terms to account for that event and determine the effective date of that adjustment. Such adjustment may have an adverse effect on the Final Redemption Amount, the value and liquidity of the affected Bond Linked Notes; or

(ii) following the occurrence of certain events affecting the Hedge Positions entered into or to be entered into by the Issuer or any of its affiliates (as more fully described in the Additional Terms and Conditions for Bond Linked Notes), the Issuer may redeem the Notes at their Market Value. Following such redemption, an investor may not be able to reinvest the redemption proceeds on equivalent terms.

4.10.8 *Conflicts of interest*

The Noteholders are informed that each of the Issuer and the Dealer (and their respective affiliates) may from time to time hold obligations of the Bond Issuers. The rights and obligations of the Issuer under the Notes or any loss suffered by the Noteholders under the Notes are both irrespective of whether the Issuer has a credit exposure to a Bond or has suffered any loss in relation to a Bond.

Société Générale and its affiliates may, at the date at any time, be in possession of information in relation to any Bond Issuer or Bond that is or may be material in the context of the issue of the Notes and that may not be publicly available or known to others. There is no obligation on Société Générale and its affiliates to disclose to the Noteholders or any other party any such relationship or information whether before or after the Issue Date.

The Issuer or Calculation Agent or Guarantor may participate as a dealer in any auction process used to determine the Bond Final Value in respect of a Bond in relation to which a Bond Event has occurred. In such a case, the Issuer or Calculation Agent or Guarantor may have a conflict of interest by influencing any such pricing mechanism and therefore the Cash Redemption Amount to be received by the Noteholders.

4.10.9 *Credit Rating*

Noteholders should be aware that credit ratings do not constitute a guarantee of the quality of the Notes or the Bonds. The rating assigned to the Bonds by the rating agencies, if any, is based on the Bond Issuers current financial condition (or, as the case may be, the Bond Issuers long term unsubordinated debt rating) and reflects only the rating agencies' opinions. In respect of the Bond Issuers, rating agencies do not evaluate the risks of fluctuation in market value but attempt to assess the likelihood of principal and/or interest payments being made. A credit rating is not a recommendation to buy, sell or hold securities and may be subject to revision, suspension or withdrawal at any time by the assigning agency. Nevertheless, the rating agencies may fail to make timely changes in credit ratings in response to subsequent events so that a Bond Issuers current financial condition may be better or worse than a rating indicates. Accordingly a credit rating may not fully reflect the true risks under the Notes.

4.11 Risks relating to Physical Delivery Notes

In the case of Notes which are redeemable by delivery of assets, if a Settlement Disruption Event occurs or exists on the due date for redemption of the Notes, such delivery shall occur on the first succeeding day on which delivery of the Physical Delivery Amount can take place through the relevant Clearing System unless a Settlement Disruption Event prevents delivery for a period of 20 Clearing System Days immediately following the original date that would have been the Settlement Date. In that latter case, the relevant Issuer shall, in lieu of delivering the Physical Delivery Amount, pay, in respect of each Note, the fair market value of the number of Underlying(s) (the **Fair Market Value**) or, in respect of Credit Linked Notes, the Cash Redemption Amount per Undeliverable Obligations as defined in the Additional Terms and Conditions for Credit Linked Notes to be delivered converted into the Specified Currency at the current exchange rate, if applicable. The Fair Market Value will be determined by the Calculation Agent on the basis of the market conditions on the first Business Day following the Delivery Period.

4.12 Risks relating to Preference Share Linked Notes

The relevant Issuer may issue Preference Share Linked Notes where the amount payable on redemption is determined by reference to the changes in the value of the preference shares (**Preference Shares**) issued by Solentis Investment Solutions PCC (the **Preference Share Issuer**), which may fluctuate up or down depending on the performance of the relevant Deliverable Asset(s) or basis of reference to which the Preference Shares are linked (the **Preference Share Underlying**) as set out in the terms and conditions of the Preference Shares (the **Terms of the Preference Shares**). If, as a result of the performance of the Preference Share Underlying, the performance of the Preference Shares is negative the value of the Preference Share Linked Notes will be adversely affected. Purchasers of Preference Share Linked Notes risk losing all or a part of their investment if the value of the Preference Shares falls.

Potential investors in Preference Share Linked Notes should be aware that an investment in Preference Share Linked Notes will entail significant risks not associated with a conventional debt or equity security. Potential investors in Preference Share Linked Notes should conduct their own investigations and, in

deciding whether or not to purchase the Preference Share Linked Notes, prospective investors should form their own views of the merits of an investment related to the Preference Shares based upon such investigations and not in reliance on any information given in this document.

Preference Share Linked Notes will be subject to early redemption if an Early Redemption Event occurs. In these circumstances the Issuer may redeem the Notes at the Early Redemption Amount. The Early Redemption Amount may be less (and in certain circumstances, significantly less) than investors' initial investment.

4.12.1 *Exposure to the Preference Share Underlying*

The Preference Share Underlying may be a specified index or basket of indices, a specified equity or basket of equities, a specified commodity or basket of commodities, a specified fund share or unit or basket of fund shares or units or such other underlying instruments, bases of reference or factors as may be determined by the Preference Share Issuer and specified in the terms and conditions of the relevant series of Preference Shares.

Consequently potential investors should also consider the risk factors in respect of the risks involved in investing in Notes (in this case the Preference Shares) linked to certain Reference Asset(s).

The Terms of the Preference Shares provide that the Preference Shares will be redeemable on their final redemption date (or otherwise in accordance with the Terms of the Preference Shares). On redemption, the Preference Shares will carry preferred rights to receive an amount calculated by reference to the Preference Share Underlying.

Investors should review the Terms of the Preference Shares and consult with their own professional advisers if they consider it necessary.

4.12.2 *Credit risk of the Preference Share Issuer*

Preference Share Linked Notes are linked to the performance of the relevant Preference Shares. Investors bear the risk of an investment in the Preference Share Issuer. The value of the Preference Share Linked Notes is dependent on the value of the Preference Shares, which will depend in part on the creditworthiness of the Preference Share Issuer, which may vary over the term of the Preference Share Linked Notes.

4.12.3 *Potential conflicts of interest*

Unless otherwise specified in the Final Terms, Societe Generale is the Calculation Agent in respect of Preference Share Linked Notes and also acts as calculation agent in respect of the Preference Shares (the **Preference Share Calculation Agent**). The Issuers and Societe Generale are affiliates. As a result of this relationship, potential conflicts of interest may arise for the relevant Issuer and Societe Generale in acting in their respective capacities. Subject to any relevant regulatory obligations, the relevant Issuer and the Preference Share Calculation Agent owe no duty or responsibility to any Noteholder to avoid any conflict or to act in the interests of any Noteholder. The Preference Share Issuer may also rely on other Societe Generale group entities (including the Preference Share Calculation Agent) or other service providers to perform its operational requirements. In the event any relevant Societe Generale group entity or other service provider fails to perform any obligations, this may adversely affect the value of the Preference Shares and potentially the amounts payable under the Notes.

In addition to providing calculation agency services to the Preference Share Issuer, Societe Generale or any of its affiliates may perform further or alternative roles relating to the Preference Share Issuer and any series of Preference Shares including, but not limited to, being involved in arrangements relating to any Preference Share Underlying (for example as calculation agent). Further, Societe Generale or any of its affiliates (including the Issuers) may contract with the Preference Share Issuer and/or enter into

transactions, including hedging transactions, which relate to the Preference Share Issuer, the Preference Shares or any Preference Share Underlying and as a result Societe Generale may face a conflict between its obligations as Preference Share Calculation Agent and its and/or its affiliates' interests in other capacities.

4.12.4 *Determination of Extraordinary Events and Additional Disruption Events*

The Calculation Agent may determine the occurrence of a Merger Event, Tender Offer, Insolvency or Additional Disruption Event in relation to the Preference Share Linked Notes. Upon such determination, the relevant Issuer may, at its option redeem the Preference Share Linked Notes in whole at the Early Redemption Amount which may be less than the amount invested in the Preference Share Linked Notes. Noteholders will not benefit from any appreciation of the Preference Shares that may occur following such redemption.

4.12.5 *No ownership rights*

An investment in Preference Share Linked Notes is not the same as an investment in the Preference Shares and does not confer any legal or beneficial interest in the Preference Shares or any Preference Share Underlying or any voting rights, right to receive dividends or other rights that a holder of the Preference Shares or any Preference Share Underlying may have.

4.12.6 *Hedging activities of the relevant Issuer and its affiliates*

The relevant Issuer or its affiliates may carry out hedging activities related to the Preference Share Linked Notes, including purchasing the Preference Shares and/or purchasing or entering into contracts relating to the Preference Share Underlying, but will not be obliged to do so. Certain of the relevant Issuer's affiliates may also purchase and sell the Preference Shares and/or purchase and sell or enter into contracts relating to the Preference Share Underlying on a regular basis as part of their regular business. Any of these activities could adversely affect the value of the Preference Share Underlying and, accordingly, the value of the Preference Shares and the Preference Share Linked Notes.

4.13 Risks relating to Warrant Linked Notes

Each Issuer may issue Warrant Linked Notes where the amount payable on redemption is determined by reference to the changes in the value of warrants issued by the Warrant Issuer (**Warrants**). The value of the Warrants may fluctuate up or down depending on the performance of the relevant Deliverable Asset(s) or basis of reference to which the Warrants are linked (the **Warrant Underlying**) as set out in the terms and conditions of the Warrants (the **Warrant Conditions**). If, as a result of the performance of the Warrant Underlying, the performance of the Warrants is negative the value of the Warrant Linked Notes will be adversely affected. Purchasers of Warrant Linked Notes risk losing all or a part of their investment if the value of the Warrants falls.

Potential investors in Warrant Linked Notes should be aware that an investment in Warrant Linked Notes will entail significant risks not associated with a conventional debt or equity security. Potential investors in Warrant Linked Notes should conduct their own investigations and, in deciding whether or not to purchase the Warrant Linked Notes, prospective investors should form their own views of the merits of an investment related to the Warrants based upon such investigations and not in reliance on any information given in this document.

Warrant Linked Notes will be subject to early redemption if a Warrant Termination Event occurs or, if applicable, an Additional Disruption Event occurs. In these circumstances the Issuer may redeem the Notes at the Early Redemption Amount. The Early Redemption Amount may be less (and in certain circumstances, significantly less) than investors' initial investment.

4.13.1 *Exposure to the Warrant Underlying*

The Warrant Underlying may include an index or basket of indices in each case comprising listed equities or commodities, a specified listed equity or basket of listed equities or a specified commodity or basket of commodities.

Consequently potential investors should also consider the risk factors in respect of the risks involved in investing in Notes (in this case the Warrants) linked to certain Reference Asset(s).

Investors should review the Warrant Conditions and consult with their own professional advisers if they consider it necessary.

4.13.2 *Credit risk of the issuer of the Warrants*

Warrant Linked Notes are linked to the performance of the relevant Warrants. Investors bear the risk of an investment in the issuer of the Warrants. The value of the Warrant Linked Notes is dependent on the value of the Warrants, which will depend in part on the creditworthiness of the issuer of the Warrants, which may vary over the term of the Warrant Linked Notes.

4.13.3 *Potential conflicts of interest*

In the case of Warrant Linked Notes, the relevant Issuer may also be the issuer and/or the calculation agent in respect of the Warrants underlying the Notes. Potential conflicts of interest may arise for the relevant Issuer in acting in each of these capacities. In addition as issuer or calculation agent in respect of the warrants underlying the Notes, the relevant Issuer or any of its affiliates may perform further or alternative roles including, but not limited to, being involved in arrangements relating to any of the underlying reference assets (for example as a calculation agent).

4.13.4 *Determination of Extraordinary Events and Additional Disruption Events*

The Calculation Agent may determine the occurrence of a Warrant Termination Event or Additional Disruption Event in relation to the Warrant Linked Notes. Upon such determination, the relevant Issuer may, at its option redeem the Warrant Linked Notes in whole at the Early Redemption Amount, which may be less than the amount invested in the Warrant Linked Notes. Noteholders will not benefit from any appreciation of the Warrants that may occur following such redemption.

4.13.5 *No ownership rights*

An investment in Warrant Linked Notes is not the same as an investment in the Warrants and does not confer any legal or beneficial interest in the Warrants or any Warrant Underlying or any rights that a holder of the Warrants or any Warrant Underlying may have.

4.13.6 *Hedging activities of the relevant Issuer and its affiliates*

The relevant Issuer or its affiliates may carry out hedging activities related to the Warrant Linked Notes, including purchasing the Warrants and/or purchasing or entering into contracts relating to the Warrant Underlying, but will not be obliged to do so. Certain of the relevant Issuer's affiliates may also purchase and sell the Warrants and/or purchase and sell or enter into contracts relating to the Warrant Underlying on a regular basis as part of their regular business. Any of these activities could adversely affect the value of the Warrant Underlying and, accordingly, the value of the Warrants and the Warrant Linked Notes.

4.14 Risks Factors relating to Notes denominated in CNY

4.14.1 *CNY is not freely convertible and the liquidity of the Notes denominated in Renminbi may be adversely affected*

CNY is not freely convertible at present. The PRC government continues to regulate conversion between CNY and foreign currencies, including the Hong Kong Dollar, despite the significant reduction over the years by the PRC government of its control over routine foreign exchange transactions under current accounts. The People's Bank of China (**PBOC**) has established a CNY clearing and settlement system for participating banks in Hong Kong pursuant to a settlement agreement relating to the clearing of CNY business between PBOC and Bank of China (Hong Kong) Limited. However, the current size of CNY and CNY denominated financial assets in Hong Kong is limited, and its growth is subject to many constraints which are directly affected by PRC laws and regulations on foreign exchange and may adversely affect the liquidity of the Notes.

4.14.2 *CNY currency risk*

All payments of CNY under the Notes to the Noteholders will be made solely by transfer to a CNY bank account maintained in Hong Kong in accordance with the prevailing rules and regulations and in accordance with the terms and conditions of the Notes. The relevant Issuer cannot be required to make payment by any other means (including in bank notes or by transfer to a bank account in the PRC or anywhere else outside Hong Kong). CNY is not freely convertible at present, and conversion of CNY into other currencies through banks in Hong Kong is subject to certain restrictions. In particular, for personal investors, currently conversions of CNY conducted through CNY deposit accounts are subject to a daily limit (as of the date hereof, such limit being up to CNY20,000 per person per day), and investors may have to allow time for conversion of CNY from/to another currency of an amount exceeding such daily limit.

In addition, there can be no assurance that access to CNY for the purposes of making payments under the Notes or generally may remain or will not become restricted. If it becomes impossible to convert CNY from/to another freely convertible currency, or transfer CNY between accounts in Hong Kong, or the general CNY exchange market in Hong Kong becomes illiquid, any payment of CNY under the Notes may be delayed or the relevant Issuer may make such payments in another currency selected by the relevant Issuer using an exchange rate determined by the Calculation Agent, or the relevant Issuer may redeem the Notes by making payment in another currency.

4.14.3 *CNY exchange rate risk*

The value of CNY against the Hong Kong dollar and other foreign currencies fluctuates and is affected by changes in the PRC and international political and economic conditions and by many other factors. The relevant Issuer will make all CNY payments under the Notes in CNY (subject to the second paragraph under the heading "*CNY currency risk*" above). As a result, the value of such payments in CNY (in Hong Kong dollar or other applicable foreign currency terms) may vary with the prevailing exchange rates in the marketplace. If the value of CNY depreciates against the Hong Kong dollar or other foreign currencies, the value of an investor's investment in Hong Kong dollar or other applicable foreign currency terms will decline.

4.14.4 *CNY interest rate risk*

Where applicable, the value of CNY payments under the Notes may be susceptible to interest rate fluctuations, including Chinese CNY Repo Rates and/or the Shanghai inter-bank offered rate (**SHIBOR**).

5. GENERAL, MARKET AND OTHER RISKS

5.1 Risks related to Notes generally

Set out below is a brief description of certain risks relating to the Notes generally:

5.1.2 *Modification*

The conditions of the Notes contain provisions for calling meetings of Noteholders to consider matters affecting their interests generally. These provisions permit defined majorities to bind all Noteholders including Noteholders who did not attend and vote at the relevant meeting and Noteholders who voted in a manner contrary to the majority.

5.1.3 *French Insolvency Law*

Under French insolvency law as amended by ordinance n°2008-1345 dated 18 December 2008 and by law n°2010-1249 dated 22 October 2010 applicable as from 1st March 2011, holders of debt securities are automatically grouped into a single assembly of holders (the **Assembly**) in order to defend their common interests if a safeguard procedure (*procédure de sauvegarde*), accelerated financial safeguard procedure (*procédure de sauvegarde accélérée*), or a judicial reorganisation procedure (*procédure de redressement judiciaire*) is opened in France with respect to any one of the Issuers.

The Assembly comprises holders of all debt securities issued by the Issuers (including the Notes), whether or not under a debt issuance programme (such as a Euro Medium Term Note programme) and regardless of their governing law.

The Assembly deliberates on the proposed safeguard plan (*projet de plan de sauvegarde*), proposed accelerated financial safeguard plan (*projet de plan de sauvegarde financière accélérée*) or draft judicial reorganisation plan (*projet de plan de redressement*) applicable to the Issuers and may further agree to:

- increase the liabilities (*charges*) of holders of debt securities (including the Noteholders) by rescheduling due payments and/or partially or totally writing off receivables in the form of debt securities;

- establish an unequal treatment between holders of debt securities (including the Noteholders) as appropriate under the circumstances; and/or

- decide to convert debt securities (including the Notes) into securities that give or may give right to share capital.

Decisions of the Assembly will be taken by a two-thirds majority (calculated as a proportion of the debt securities held by the holders attending such Assembly or represented thereat). No quorum is required to convoke the Assembly.

For the avoidance of doubt, the provisions relating to the Representation of the Noteholders described in this Base Prospectus as completed by the applicable Final Terms will not be applicable to the extent they are not in compliance with compulsory insolvency law provisions that apply in these circumstances.

5.1.4 *Change of law*

The conditions of the Notes (including any non-contractual obligations arising therefrom or connected therewith) are based on relevant laws in effect as at the date of this Base Prospectus. No assurance can be given as to the impact of any possible judicial decision or change to such laws, or the official application or interpretation of such laws or administrative practices after the date of this Base Prospectus.

5.1.5 *Legality of purchase*

Neither the relevant Issuer, the Arranger, the Dealer(s) nor any of their respective affiliates has or assumes responsibility for the lawfulness of the acquisition of the Notes by a prospective investor in the Notes, whether under the laws of the jurisdiction of its incorporation or the jurisdiction in which it operates (if different), or for compliance by that prospective investor with any law, regulation or regulatory policy applicable to it.

5.1.6 *Legal investment considerations may restrict certain investments*

The investment activities of certain investors are subject to legal investment laws and regulations, or review or regulation by certain authorities. Each potential investor should consult its legal advisers to determine whether and to what extent (i) Notes are legal investments for it, (ii) Notes can be used as collateral for various types of borrowing and (iii) other restrictions apply to its purchase or pledge of any Notes. Financial institutions should consult their legal advisers or the appropriate regulators to determine the appropriate treatment of Notes under any applicable risk-based capital or similar rules.

5.1.7 *Taxation*

Potential purchasers and sellers of the Notes should be aware that they may be required to pay taxes or other documentary charges or duties in accordance with the laws and practices of the country where the Notes are transferred or other jurisdictions. In some jurisdictions, no official statements of the tax authorities or court decisions may be available in relation to the tax treatment of financial instruments such as the Notes. Potential investors are advised not to rely upon the tax summary contained in this Programme but to ask for their own tax adviser's advice on their individual taxation with respect to the acquisition, holding, sale and redemption of the Notes. Only such adviser is in a position to duly consider the specific situation of the potential investor. This investment consideration has to be read in connection with the taxation sections of this Base Prospectus.

5.1.8 *EU Savings Directive*

Under EC Directive 2003/48/EC on the taxation of savings income (the **Savings Directive**), Member States are required to provide to the tax authorities of another Member State details of payments of interest (or similar income) paid by a person within their jurisdiction to an individual resident in that other Member State or to certain limited types of entities established in that other Member State. However, 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 (the ending of such transitional period being dependent upon the conclusion of certain other agreements relating to information exchange with certain other countries). A number of non-EU countries and territories including Switzerland have adopted similar measures (in the case of Switzerland a withholding system or exchange of information if the individual resident in the Member State agrees to such exchange or information). The Luxembourg Government has announced its intention to end the transitional period foreseen in the Savings Directive and to introduce automatic exchange of information on 1 January 2015.

The European Commission has proposed certain amendments to the Savings Directive which may, if implemented, amend or broaden the scope of the requirements described above.

If a payment were to be made or collected through a Member State which has opted for a withholding system and an amount of, or in respect of, tax were to be withheld from that payment, neither the relevant Issuer nor any Paying Agent nor any other person would be obliged to pay additional amounts with respect to any Note as a result of the imposition of such withholding tax. The Issuers are required to maintain a Paying Agent in a Member State that is not obliged to withhold or deduct tax pursuant to the Savings Directive.

Investors who are in any doubt as to their position should consult their professional advisers.

5.1.9 *Specific French withholding tax rules*

Following the introduction of the French *loi de finances rectificative pour 2009 n°3* (n° 2009-1674 dated 30 December 2009) (the **Law**), payments of interest and other revenues made by Société Générale or SG Option Europe with respect to Notes (other than Notes which are consolidated (*assimilables* for the purpose of French law) and form a single series with Notes issued prior to 1 March 2010 having the benefit of article 131 *quater* of the French *Code général des impôts*) will not be subject to the withholding tax set out under article 125 A III of the French *Code général des impôts* 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 *Code général des impôts* (a **Non-Cooperative State or Territory**) included in a list to be updated and published each year by way of an order (*arrêté*) of the French Ministers in charge of the economy and the budget.

If such payments under the Notes are made in a Non-Cooperative State or Territory, a 50 per cent. withholding tax will be applicable (subject to certain exceptions) by virtue of article 125 A III of the *Code général des impôts*. In addition, under certain conditions, as from 1 January 2011, interest paid or accrued to persons established or domiciled in a Non-Cooperative State or Territory or paid to an account held in a financial institution established in such a State or Territory (except interest paid on Notes issued before 1 March 2010 or assimilated (*assimilées*) to Notes issued before 1 March 2010) may be subject to a 30 per cent. or 55 per cent. withholding tax under Article 119 *bis* 2 of the French *Code général des impôts*. (See the section headed "*Taxation*").

If an amount of, or in respect of, such new taxes were to be withheld from payments under the Notes, the relevant Issuer will not pay any additional amounts in this respect (see English law Condition 6.2(3) and Condition 6.2(3)). Therefore, the corresponding risk shall be borne by the Noteholders or, if applicable, the Receiptholders or the Couponholders.

5.1.10 *The US Foreign Account Tax Compliance Act (FATCA) withholding risk*

FACTA generally imposes a 30 per cent. withholding tax on certain payments to certain non-US financial institutions that do not enter into and comply with an agreement with the U.S. Internal Revenue Service (the **IRS**) to provide certain information on its U.S. accountholders (including the holders of its debt or equity). The IRS is still in the process of developing and issuing guidance on the implementation of FATCA and the full extent and implications of the legislation are presently unclear in the market. Therefore, it is not certain whether FATCA will ultimately impose obligations on certain Noteholders or the Issuers (see "Taxation – Other Jurisdictions – United States").

FATCA IS PARTICULARLY COMPLEX AND ITS APPLICATION TO THE ISSUERS IS UNCERTAIN AT THIS TIME. EACH NOTEHOLDER SHOULD CONSULT ITS OWN TAX ADVISER TO OBTAIN A MORE DETAILED EXPLANATION OF FATCA AND TO DETERMINE HOW THIS LEGISLATION MIGHT AFFECT EACH HOLDER IN ITS PARTICULAR CIRCUMSTANCES.

5.1.11 *The Dodd-Frank Wall Street Reform and Consumer Protection Act*

The Dodd-Frank Wall Street Reform and Consumer Protection Act (**Dodd-Frank**), which provides for substantial changes to the regulation of the futures and over-the-counter (**OTC**) derivative markets, was enacted in July 2010.

Dodd-Frank requires regulators, including the CFTC, the Securities and Exchange Commission (the **SEC**) the Department of the Treasury, the Financial Stability Oversight Council (the **FSOC**), the Office of the Comptroller of the Currency, and the Federal Deposit Insurance Corporation to adopt regulations to implement many of the requirements of the legislation. While certain regulations under Dodd-Frank have been adopted, much of the significant rule-making remains to be done, and the ultimate nature and scope of the regulations cannot yet be determined. By way of example, final regulations defining the terms “swap” and “securities-based swap” have not been adopted and it is not possible to conclude that the Notes will not be deemed to be “swaps” or “securities-based swaps” under Dodd-Frank and

regulated as such. Options, swaps and other instruments entered into by the Issuer may also be considered "swaps" or "securities-based swaps" under Dodd-Frank and be subject to regulation thereunder.

Under Dodd-Frank, the CFTC has approved a final rule to impose limits on the size of positions that can be held by market participants in futures and OTC derivatives. While the precise scope and effect of the final rule is not yet known, these limits will likely restrict the ability of market participants to participate in the commodity, future and swap markets and markets for other OTC derivatives to the extent and at the levels that they have in the past. These factors may have the effect of reducing liquidity and increasing costs in these markets as well as affecting the structure of the markets in other ways. In addition, these legislative and regulatory changes will likely increase the level of regulation of markets and market participants, and therefore the costs of participating in the commodities, futures and OTC derivative markets. Without limitation, these changes will require many OTC derivative transactions to be executed on regulated exchanges or trading platforms and cleared through regulated clearing houses. Swap dealers will also be required to be registered and will be subject to various regulatory requirements, including capital and margin requirements. The various legislative and regulatory changes, and the resulting increased costs and regulatory oversight requirements, could result in market participants being required to, or deciding to, limit their trading activities, which could cause reductions in market liquidity and increases in market volatility. These consequences could adversely affect the return on and value of the Notes.

Dodd-Frank also requires the SEC to promulgate rules generally prohibiting firms from underwriting or sponsoring an asset-backed security, including certain synthetic structured products, that would result in a material conflict of interest with respect to investors in that security; establishes the FSOC to oversee systemic risk, and provides regulators with the power to require companies deemed "systemically important" to sell or transfer assets and terminate activities if the regulators determine that the size or scope of activities of the company pose a threat to the safety and soundness of the company or the financial stability of the United States; requires covered entities to provide a credible plan for resolution under the Bankruptcy Code, and provides sanctions that include divestiture of assets or restructuring in the event the plan is deemed insufficient; and requires several regulators to jointly promulgate rules implementing prohibitions and restrictions on proprietary trading and certain interests in, and relationships with, hedge funds and private equity funds (the **Volcker Rule**). The Volcker Rule is currently scheduled for effectiveness on 21 July 2012, and once it becomes effective, it could prohibit Société Générale from owning the Issuer or guaranteeing payments on the Notes (including previously issued Notes and outstanding Notes).

Given that the full scope and consequences of the enactment of Dodd-Frank and the rules still to be enacted thereunder are not yet known, investors are urged to consult their own advisors regarding the suitability of an investment in any Notes under the Programme.

Further, the Issuer could be required to register as a commodity pool operator and to register one or more Series of Notes as commodity pools with the CFTC through the National Futures Association. Such additional registrations may result in increased reporting obligations and also in extraordinary, non-recurring expenses of the Issuers thereby materially and adversely impacting a Note's value.

In addition, other regulatory bodies have proposed or may propose in the future legislation similar to those proposed by Dodd-Frank or other legislation containing other restrictions that could adversely impact the liquidity of and increase costs of entering into derivatives transaction. For example, the European Commission recently published a proposal to update the Markets in Financial Instruments Directive (MiFID II) and Markets in Financial Instruments Regulation (MiFIR), which proposes regulations to establish position limits (or an alternative equivalent) on trading derivatives, although the scope of any final rules and the degree to which member states will be required or permitted to adopt these regulations or additional regulations remains unclear. If these regulations are adopted or other regulations are adopted in the future, they could have an adverse impact on the return on and value of the Notes.

5.1.12 *Eurosystem eligibility for New Global Notes and Registered Global Notes*

New Global Notes and Registered Global Notes issued under the new safekeeping structure (NSS) may be issued with the intention that such Notes be recognised as eligible collateral for Eurosystem monetary policy and intra-day credit operations by the Eurosystem, either upon issue or at any or all times during their life. Such recognition will depend upon satisfaction of the Eurosystem eligibility criteria as specified by the European Central Bank. However, there is no guarantee that such Notes will be recognised as eligible collateral. Any other Notes are not intended to be recognised as eligible collateral for Eurosystem monetary policy and intra-day credit operations by the Eurosystem.

5.1.13 *Notes where denominations involve integral multiples: Definitive Bearer Notes*

In relation to any issue of Bearer Notes which have denominations consisting of a minimum Specified Denomination plus one or more higher integral multiples of another smaller amount, it is possible that such Bearer Notes may be traded in amounts that are not integral multiples of such minimum Specified Denomination. In such a case a holder who, as a result of trading such amounts, holds an amount which is less than the minimum Specified Denomination in his account with the relevant clearing system at the relevant time may not receive a Definitive Bearer Note in respect of such holding (should Definitive Bearer Notes be printed) and would need to purchase a principal amount of Bearer Notes such that its holding amounts to a Specified Denomination.

If Definitive Bearer Notes are issued, holders should be aware that Definitive Bearer Notes which have a denomination that is not an integral multiple of the minimum Specified Denomination may be illiquid and difficult to trade.

5.1.14 *Transfer restrictions*

The Notes may be subject to certain transfer restrictions. In particular, any Notes offered and sold or intended to be transferred in the United States or to, or for the account or benefit of, U.S. Persons, can only be sold or otherwise transferred to certain transferees as described under "*Subscription, Sale and Transfer Restrictions*". Such restrictions on transfer may limit the liquidity of such Notes. Consequently, a purchaser must be prepared to hold such Notes for an indefinite period of time and potentially until their maturity.

Any sale or transfer of Notes in the United States or to, or for the account or benefit of, U.S. Persons in violation of the transfer restrictions that would cause any Issuer to become required to register as an investment company under the Investment Company Act will be void *ab initio* and will not be honoured by the relevant Issuer, except to the extent otherwise required by law. In addition, the relevant Issuer may, in its discretion, redeem the Notes held by such purchaser or other transferee or compel any such purchaser or other transferee to transfer such Notes. Any such redemption or forced transfer may result in a significant loss of a Noteholder's investment.

5.1.15 *Investment Company Act*

Neither SG Issuer, SGA Société Générale Acceptance N.V. nor SG Option Europe has registered with the United States Securities and Exchange Commission (the **SEC**) as an investment company pursuant to the Investment Company Act. Investors in the Notes will not have the protections of the Investment Company Act.

If the SEC or a court of competent jurisdiction were to find that the relevant Issuer is required, but in violation of the Investment Company Act, has failed, to register as an investment company, possible consequences include, but are not limited to, the following: (i) the SEC could apply to a district court to enjoin the violation; (ii) investors in the relevant Issuer could sue such Issuer and recover any damages caused by the violation; and (iii) any contract to which the relevant Issuer is party that is made in, or whose performance involves, a violation of the Investment Company Act would be unenforceable by any party to the contract unless a court were to find that under the circumstances enforcement would

produce a more equitable result than non-enforcement and would not be inconsistent with the purposes of the Investment Company Act. Should the relevant Issuer be subjected to any or all of the foregoing, such Issuer would be materially and adversely affected.

5.1.16 *A Noteholder's actual yield on the Notes may be reduced from the stated yield by transaction costs*

When Notes are purchased or sold, several types of incidental costs (including transaction fees and commissions) are incurred in addition to the current price of the security. These incidental costs may significantly reduce or even exclude the profit potential of the Notes. For instance, credit institutions as a rule charge their clients for own commissions which are either fixed minimum commissions or pro-rata commissions depending on the order value. To the extent that additional – domestic or foreign – parties are involved in the execution of an order, including but not limited to domestic dealers or brokers in foreign markets, Noteholders must take into account that they may also be charged for the brokerage fees, commissions and other fees and expenses of such parties (third party costs).

In addition to such costs directly related to the purchase of securities (direct costs), Noteholders must also take into account any follow-up costs (such as custody fees). Prospective investors should inform themselves about any additional costs incurred in connection with the purchase, custody or sale of the Notes before investing in the Notes.

5.2 Risks related to the market generally

Set out below is a brief description of the principal market risks, including liquidity risk, exchange rate risk, interest rate risk and credit risk.

5.2.1 *The secondary market generally*

Notes may have no established trading market when issued, and one may never develop. If a market does develop, it may not be very liquid. Therefore, investors may not be able to sell their Notes easily or at prices that will provide them with a yield comparable to similar investments that have a developed secondary market. This is particularly the case for Notes that are especially sensitive to interest rate, currency or market risks, are designed for specific investment objectives or strategies or have been structured to meet the investment requirements of limited categories of investors. These types of Notes generally would have a more limited secondary market and more price volatility than conventional debt securities. Illiquidity may have a severely adverse effect on the market value of Notes.

Moreover, although pursuant to English law Condition 5.11 and French law Condition 5.11, the relevant Issuer can purchase Notes at any moment, this is not an obligation for the relevant Issuer. Purchases made by the relevant Issuer could affect the liquidity of the secondary market of the relevant Notes and thus the price and the conditions under which investors can negotiate these Notes on the secondary market.

In addition, Noteholders should be aware of the prevailing and widely reported global credit market conditions (which continue at the date of this Base Prospectus), whereby there is a general lack of liquidity in the secondary market for instruments similar to certain of the Notes which may be issued hereunder. Such lack of liquidity may result in investors suffering losses on the Notes in secondary resales even if there is no decline in the performance of the Notes, any underlying or reference, or the assets of the Issuers and/or the Guarantor. The Issuers cannot predict whether these circumstances will change and whether, if and when they do change, there will be a more liquid market for the Notes and instruments similar to the Notes at that time.

Although applications have been made for the Notes issued under the Programme to be listed and admitted to trading on the Luxembourg Stock Exchange and/or the SIX Swiss Exchange, there is no assurance that such application will be accepted, that any particular Tranche of Notes will be so admitted or that an active trading market will develop.

5.2.2 *Exchange rate risks and exchange controls*

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

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

5.2.3 *Interest rate risks*

Investment in Fixed Rate Notes involves the risk that subsequent changes in market interest rates may adversely affect the value of the Fixed Rate Notes.

As regards Floating Rate Notes, a key difference between Floating Rate Notes and Fixed Rate Notes is that interest income on Floating Rate Notes cannot be anticipated. Due to varying interest income, investors are not able to determine a definite yield of Floating Rate Notes at the time they purchase them and therefore their investment return cannot be compared with that of investments having longer fixed interest periods. If the terms and conditions of the notes provide for frequent interest payment dates, investors are exposed to reinvestment risk if market interest rates decline. That is, investors may reinvest the interest income paid to them only at the relevant lower interest rates then prevailing. In addition, the Issuer's ability to also issue Fixed Rate Notes may affect the market value and the secondary market (if any) of the Floating Rate Notes (and vice versa).

5.2.4 *Credit ratings may not reflect all risks*

One or more independent credit rating agencies may assign credit ratings to the Notes. The ratings may not reflect the potential impact of all risks related to structure, market, additional factors discussed above, and other factors that may affect the value of the Notes. A credit rating is not a recommendation to buy, sell or hold securities and may be revised or withdrawn by the rating agency at any time.

In general, European regulated investors are restricted under Regulation (EC) No 1060/2009 of the European Parliament and of the Council dated 16 September 2009, as amended by Regulation (EU) No 513/2011 of the European Parliament and of the Council dated 11 May 2011 (the **CRA Regulation**) from using credit ratings for regulatory purposes, unless such ratings are issued by a credit rating agency established in the EU and registered under the CRA Regulation (and such registration has not been withdrawn or suspended), subject to transitional provisions that apply in certain circumstances whilst the registration application is pending. Such general restriction will also apply in the case of credit ratings issued by non-EU credit rating agencies, unless the relevant credit ratings are endorsed by an EU-registered credit rating agency or the relevant non-EU rating agency is certified in accordance with the CRA Regulation (and such endorsement action or certification, as the case may be, has not been withdrawn or suspended).

The relevant Final Terms will specify whether or not such credit ratings are issued by credit rating agencies established in the European Union, and whether or not the relevant credit rating agency is registered (or has applied for registration) under the CRA Regulation and is included in the list of registered credit rating agencies published on the website of the European Securities and Markets Authority (www.esma.europa.eu).

5.2.5 *Market value of the Notes*

The market value of the Notes will be affected by, amongst other things, the creditworthiness of the relevant Issuer and/or that of the Guarantor. The credit ratings of the relevant Issuer and the Guarantor are an assessment of their ability to pay their obligations, including those on the offered Notes. Consequently, actual or anticipated declines in the credit ratings of either the relevant Issuer and/or the Guarantor may affect the market value of the relevant Notes.

The market value of Secured Notes will also depend on various other factors relating to the Type of Collateralisation provided for such Notes, in relation to which please refer to section 6 – *Additional Risks Associated with Secured Notes* below.

In addition, the market value of the Notes will be affected by the creditworthiness of the Issuers and/or that of the Group and a number of additional factors, including the market interest and yield rates and the time remaining to the maturity date.

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

6. ADDITIONAL RISKS ASSOCIATED WITH SECURED NOTES

6.1 Nature of security

The security granted by SG Issuer under a Pledge Agreement is a security interest over the accounts in which the Collateral Assets are held and does not extend to any interest or distributions paid on such Collateral Assets (to the extent such amounts are not held in the relevant Collateral Account).

Unless otherwise specified in the applicable Final Terms, no security interest will be granted by SG Issuer over any of its rights under any agreement (including, without limitation, any Hedging Agreement) under which it acquires any Collateral Assets or its rights against the Collateral Custodian or any other Collateral Arrangement Party. This means that neither the Security Trustee (in the case of English Law Notes) nor the Security Agent (in the case of French Law Notes) will have any ability to compel SG Issuer to enforce its rights (or to enforce such rights on behalf of SG Issuer) under any agreement against a counterparty to such agreement.

6.2 Structure of Collateral Accounts

The Collateral Custodian may, to the extent permitted in the Collateral Custodian Agreement, pursuant to its standard terms of business and in accordance with local regulations and market practice for custodian or sub-custodian entities or as required pursuant to any contractual arrangements between the Collateral Custodian and its sub-custodians, hold certain cash and/or securities sub-accounts with other custodial entities. Collateral Assets which, pursuant to the terms of the Additional Terms and Conditions for Secured Notes and the Collateral Custodian Agreement, are to be held with the Collateral Custodian in a Collateral Account may therefore in practice be held by the Collateral Custodian in sub-accounts with other custodial entities. In such circumstances, although primary responsibility for the Collateral Assets remains with the Collateral Custodian, Noteholders will be exposed to the risk of any potential operational disruption or any other adverse impact related to custodial entities (including disruption caused by any insolvency proceedings which may be commenced in respect of such custodial entities) with whom the Collateral Custodian holds sub-accounts containing Collateral Assets.

6.3 Type of Collateralisation

The security provided for a Series of Secured Notes is limited to the Collateral Assets constituting the Collateral Pool applicable to such Series (and to all Series of Secured Notes secured by the same Collateral Pool in the case of a Multiple Series Collateral Pool). The amount of Collateral Assets constituting such Collateral Pool will depend, amongst other things, on the Type of Collateralisation specified as being applicable in the applicable Final Terms, on the Collateralisation Percentage specified in the applicable Final Terms, on whether or not Collateral Valuation at Nominal Value is applicable or on whether or not a Haircut is specified in the applicable Final Terms. There is no guarantee that the applicable *Type of Collateralisation* will be sufficient to ensure that, following enforcement of a Pledge Agreement, the amounts available for distribution or the value of the Collateral Assets available to be delivered by the Security Trustee (in the case of English Law Notes) or the Security Agent (in the case of French Law Notes) will be sufficient to pay all amounts due to Noteholders in respect of the relevant Series of Secured Notes (see "*Shortfall on Realisation of Collateral Assets and Limited Recourse of Noteholders*"). In addition, depending of the Type of Collateralisation, the claim of holders of Non-Waived Notes may differ from the Collateral Value (See Condition 5.5 of the Additional Terms and Conditions for Secured Notes).

6.4 Verification by the Collateral Monitoring Agent and tolerance threshold between the Collateral Value and the Required Collateral Value

On each Collateral Test Date, the Collateral Monitoring Agent shall verify that the Collateral Test is satisfied, i.e. that (i) the Collateral Rules relating to such Collateral Pool are satisfied and (ii) the Collateral Value is greater than or equal to 97 per cent of the Required Collateral Value for such Collateral Pool (taking into account any Haircut value(s) to be applied to the Collateral Assets and the aggregate value of any Waived Notes). It is tolerated that the Collateral Value can be 3 per cent lower than the Required Collateral Value in order to avoid numerous transfers of Collateral Assets to and from the Collateral Pool for small values and/or quantities and consequently avoid the costs that would be associated with such transfers. However this tolerance threshold amplifies most of the risks associated with Secured Notes described herein and in particular, but not limited to, the risk that following enforcement of a Pledge Agreement, the amounts available for distribution or the value of the Collateral Assets available to be delivered by the Security Trustee (in the case of English Law Notes) or the Security Agent (in the case of French Law Notes) will not be sufficient to pay all amounts due to Noteholders in respect of the relevant Series of Secured Notes (see "Shortfall on Realisation of Collateral Assets and Limited Recourse of Noteholders").

6.5 Change of law – Implementation of the Collateral Directive under Luxembourg Law

The provisions relating to Secured Notes in the Terms and Conditions of the Notes (including the Additional Terms and Conditions for Secured Notes), each relevant Pledge Agreement and the other programme documentation are based on relevant law in effect as at the date of this Base Prospectus. No assurance can be given as to the impact on Noteholders of any possible judicial decision or change to such laws, or the official application or interpretation of such laws or administrative practices after the date of this Base Prospectus. In particular, significant changes to the Collateral Act 2005 implementing Directive 2002/47/EC on financial collateral arrangements (the **Collateral Directive**) in Luxembourg may have an adverse impact on the rights of the Noteholders. Neither SG Issuer, the Guarantor nor any other party makes any representation as to the interpretation of, or any amendments to, any of the provisions of the Collateral Directive or its implementation in Luxembourg.

6.6 Potential lack of diversification of the Collateral Assets

Investors should note that, depending on the relevant Eligibility Criteria and Collateral Rules, the Collateral Assets in a Collateral Pool with which a Series of Secured Notes are secured may be, unless otherwise specified in the relevant Eligibility Criteria and Collateral Rules, limited to one or a few assets or types of assets.

Low diversification of Collateral Assets in a Collateral Pool may increase the risk that the proceeds of realisation of the Collateral Assets may be less than the sums due to the relevant Noteholders under the relevant Secured Notes. If the Collateral Pool is comprised of a limited number of different types of assets, any depreciation in the value of such assets in the period between the most recent Collateral Test Date and the realisation of the Collateral Assets in the corresponding Collateral Pool will have a proportionally larger impact on any shortfall as the amount recovered in respect of the Collateral Assets on their sale will be dependent on the then current market value of a smaller range of Collateral Assets.

None of SG Issuer, the Guarantor, the Security Trustee, the Security Agent, the Collateral Manager, the Collateral Monitoring Agent or the Collateral Custodian is under any obligation to ensure that the relevant Eligibility Criteria or Collateral Rules provide for the diversification of Collateral Assets in a Collateral Pool.

6.7 Illiquid Collateral Assets

Depending on the relevant Eligibility Criteria and Collateral Rules, certain of the Collateral Assets may not be admitted to trading on any public market and may be illiquid and not easily realisable in certain market circumstances. Where there is limited liquidity in the secondary market relating to Collateral Assets, the Security Trustee (in the case of English Law Notes) or the Security Agent (in the case of French Law Notes), or, in either case, the Disposal Agent on their behalf, may not be able to readily sell such Collateral Assets to a third party or may only be able to sell such Collateral Assets at a discounted value. Where the Security Trustee (in the case of English Law Notes) or the Security Agent (in the case of French Law Notes), or, in either case, the Disposal Agent on their behalf, is unable to sell such Collateral Assets, the Security Trustee (in the case of English Law Notes) or the Security Agent (in the case of French Law Notes) will instead be required to deliver such Collateral Assets as if Physical Delivery of Collateral Assets were applicable in relation thereto.

6.8 Correlation between the value of the Collateral Assets and the Creditworthiness of SG Issuer and the Guarantor

Depending on the Eligibility Criteria and the Collateral Rules applicable for a Series of Secured Notes, the Collateral Assets relating to such Series could be composed of assets whose value may be positively or negatively correlated with the creditworthiness of SG Issuer and the Guarantor. In the event that there is a positive correlation between the value of the Collateral Assets and the creditworthiness of SG Issuer and the Guarantor, the value of the Collateral Assets will vary in the same way as the creditworthiness of SG Issuer and the Guarantor.

Where the value of the Collateral Assets is positively correlated with the creditworthiness of SG Issuer and the Guarantor, for example where the Collateral Assets consist of securities (such as debt or equities) issued by other financial institutions, a default by SG Issuer and the Guarantor in relation to their obligations under the Secured Notes may be associated with a fall in the value of Collateral Assets securing such Secured Notes.

6.9 Difference between the calculation of Secured Note Market Value and Market Value following an Event of Default

Secured Notes Market Value is the market value of the relevant Secured Note determined by the Note Valuation Agent on the basis of such valuation method as the Note Valuation Agent may, acting in good faith and in a commercially reasonable manner determine in its discretion and will take into account SG Issuer's and Guarantor's creditworthiness. Unlike the Secured Note Market Value, following an Event of Default, the Market Value determined by the Calculation Agent in accordance with English law Condition 5.8 or French law Condition 5.8 (which determines the claim that a holder of Non Waived Notes has on SG Issuer and/or the Guarantor), will not take into account SG Issuer's or the Guarantor's creditworthiness. As a result, there may be a difference between the Secured Note Market Value determined before an Event of Default and the Market Value determined after an Event of Default.

6.10 Specific Risk due to the difference between the calculation of Secured Note Market Value and Market Value following an Event of Default for the Market Value Type of Collateralisation

Investors should note that when "MV Collateralisation", “Min (MV, NV) Collateralisation” or “Max (MV, NV) Collateralisation is specified as applicable in the Final Terms of a Series of Secured Notes, the level of collateral required to secure such Secured Notes (i.e. the Required Collateral Value) and therefore the amount of Collateral Assets actually in the Collateral Pool (i.e. the Collateral Value) will be based on the Secured Note Market Value which as indicated above will take into account SG Issuer's and the Guarantor's creditworthiness. Consequently, everything else being equal, the Secured Note Market Value may decrease when SG Issuer's and the Guarantor's creditworthiness deteriorates and so may the Required Collateral Value and the Collateral Value whereas, following an Event of Default, the Market Value determined by the Calculation Agent in accordance with English law Condition 5.8 or French law Condition 5.8, will not decrease. As a result, the holders of Non Waived Notes where MV Collateralisation, “Min (MV, NV) Collateralisation” or “Max (MV, NV) Collateralisation is specified as applicable in the Final Terms of a Series of Secured Notes may end up in a situation where the amount of Collateral Assets securing the obligation of SG Issuer under such Notes, is significantly lower than their claim on SG Issuer and/or the Guarantor.

6.11 Multiple Series Collateral Pools

Where the applicable Final Terms in respect of a Series of Secured Notes specify that "Multiple Series Collateral Pool" will be applicable, security over the Collateral Pool may be shared by a number of Series of Secured Notes and Noteholders will, by acquiring and holding such Notes, be deemed to acknowledge, accept and agree to the rights of existing and future Noteholders of different Series of Secured Notes to share equally in such security.

6.12 Adjustments to Collateral Pool

Following a Collateral Test Date, SG Issuer (or the Collateral Manager on its behalf) may be required to deliver, or procure the delivery of, additional or replacement Collateral Assets to or from the Collateral Account such that after such adjustment of Collateral Assets the Collateral Test will be satisfied. Investors, nevertheless, will be exposed to the difference between the Required Collateral Value and the Collateral Value prior to any such adjustment. Prior to such adjustment there is also a risk that the Collateral Assets may not meet the Eligibility Criteria and/or that the Collateral Rules will not be satisfied.

The acquisition of Collateral Assets necessary to make the required adjustments to the Collateral Assets contained in a Collateral Pool may be effected pursuant to the terms of any Hedging Agreement or otherwise. For a description of the risks associated with the operation of a Hedging Agreement, see "Risk of non-performance of obligations by a Counterparty" below.

6.13 "Haircut" applied to Collateral Assets

When determining the Collateral Value in respect of Collateral Assets in a Collateral Pool, the Collateral Manager will, if so specified in the applicable Final Terms, apply the Haircut (being the percentage amount by which the value of each type or class of Collateral Assets in a Collateral Pool is reduced) specified in the applicable Final Terms. Although the level(s) of Haircut specified in the applicable Final Terms is intended to reflect the risk of a depreciation in the value of Collateral Assets in the period between the most recent Collateral Test Date and the date on which such Collateral Assets may be realised, investors should note that the value of a Collateral Asset may change over time and the Haircut applied to the Collateral Assets may become outdated and may not provide suitable protection against a potential depreciation in value of the relevant Collateral Asset. No duty of care towards investors is implied or accepted by SG Issuer, the Guarantor, the Collateral Manager or the Collateral Monitoring Agent in relation to the level(s) of Haircut to be applied to the Collateral Assets in a particular Collateral Pool.

6.14 Waived Notes

If "Waiver of Rights" is specified as applicable in the applicable Final Terms, certain Noteholders intending to hold Secured Notes (including, but not limited to, in their capacity as a market maker) may waive their rights to receive the proceeds of realisation of the Collateral Assets securing such Secured Notes (or where Physical Delivery of Collateral Assets is specified as applicable in the applicable Final Terms, delivery of the Collateral Assets) following the enforcement of the relevant Pledge Agreement. As a consequence, when calculating the Required Collateral Value, the Collateral Manager and the Collateral Monitoring Agent shall only take into account the value of the Secured Notes that have not been subject to such waiver.

Upon any transfer of Waived Notes the holders thereof shall be required to notify the Collateral Manager. The Collateral Business Day following such notification will be deemed to be a Collateral Test Date and on such date the Collateral Manager shall determine the revised Required Collateral Value and any required adjustments to the Collateral Pool necessary to ensure that the Collateral Test will be satisfied. Until any such adjustments to the Collateral Assets have occurred, the value of Collateral Assets held in a Collateral Account securing a Series of Secured Notes may be less than the revised Required Collateral Value.

If the number of Waived Notes actually held on a Collateral Test Date relating to a particular Collateral Pool is less than the number of Waived Notes notified to the Collateral Manager (such event being a **Waived Note Notification Error**), then the Required Collateral Value calculated on such Collateral Test Date will be lower than would otherwise be the case if there was no such Waived Note Notification Error. If the relevant Pledge Agreement were to be enforced prior to the correction of a Waived Note Notification Error, the proceeds of realisation of the Collateral Assets available to be distributed, or where Physical Delivery of Collateral Assets is applicable the value the Collateral Assets available to be delivered, to Noteholders whose Notes are secured on such Collateral Pool will be less than would have been the case in the absence of such Waived Note Notification Error.

Neither SG Issuer, the Guarantor, the Collateral Manager nor the Collateral Monitoring Agent shall be responsible for any incorrect, inaccurate or incomplete information relating to the number of Waived Notes held in relation to any one or more Series of Secured Notes that may have been provided to the Collateral Manager by or on behalf of any holder of Waived Notes and none of SG Issuer, the Guarantor, the Collateral Manager nor the Collateral Monitoring Agent shall be under any duty to verify or otherwise confirm the number of Waived Notes so held.

6.15 Frequency of Collateral Test Dates

In order to ensure that a Series of Secured Notes is collateralised in accordance with its terms, the Collateral Value and the Required Collateral Value will be determined on the Issue Date of such Series

of Secured Notes, on each periodic Collateral Test Date thereafter as specified in the applicable Final Terms and on any additional date which is deemed to be a Collateral Test Date pursuant to the terms of the Additional Terms and Conditions for Secured Notes. The lower the frequency of the periodic Collateral Test Dates specified in the applicable Final Terms and hence the greater the period of time in between each such periodic Collateral Test Date the more likely it is that upon enforcement of the relevant Pledge Agreement, the proceeds of enforcement that a Noteholder will receive or, where Physical Delivery of Collateral Assets is applicable, the value of the Collateral Assets delivered, will be less than the amounts due to Noteholders in respect of the relevant Series of Secured Notes.

In respect of certain Series of Secured Notes, the Final Terms may specify that there will be no periodic Collateral Test Dates, in which case there will be no periodic adjustments to the Collateral Assets in the Collateral Pool during the life of the relevant Secured Notes other than on any date which is deemed to be a Collateral Test Date pursuant to the terms of the Additional Terms and Conditions for Secured Notes. In this case, if the security created under the relevant Pledge Agreement is enforced, the proceeds of enforcement that a Noteholder will receive or, where Physical Delivery of Collateral Assets is applicable, the value of the Collateral Assets delivered, may be less than the amounts due to Noteholders in respect of the relevant Series of Secured Notes.

6.16 Substitution of Collateral Assets

If "Collateral Substitution" is specified as applicable in the applicable Final Terms, SG Issuer (or the Collateral Manager on its behalf) may withdraw and/or replace Collateral Assets from any Collateral Account provided that following such adjustment the Collateral Test continues to be satisfied. SG Issuer (or the Collateral Manager on SG Issuer's behalf) may give instructions for the substitution of Collateral Assets any number of times over the term of the Secured Notes and is not required to obtain the consent of the Collateral Monitoring Agent or any other party prior to effecting the proposed substitution of Collateral Assets. Until any further adjustments to the Collateral Assets have occurred, the value of Collateral Assets held in a Collateral Account securing a Series of Secured Notes may be less than it would have been were it not for the substitution of Collateral Assets.

6.17 Early redemption or cancellation at the option of SG Issuer upon a Collateral Disruption Event

Secured Notes will be subject to Collateral Disruption Events (as defined in the Additional Terms and Conditions for Secured Notes) which may increase the possibility (in comparison with Unsecured Notes) of the Secured Notes being redeemed or cancelled early. Upon the occurrence of a Collateral Disruption Event, SG Issuer may, in its sole and absolute discretion, redeem or cancel, as applicable, all of the relevant Secured Notes at the Early Redemption Amount following the occurrence of a Collateral Disruption Event specified in the applicable Final Terms. Following the early redemption of the Secured Notes, a Noteholder may not be able to reinvest the redemption proceeds at an effective interest rate as high as the interest rate on the Secured Notes being redeemed and may only be able to do so at a significantly lower rate or in worse investment conditions. Potential investors should consider reinvestment risk in light of other investments available at that time.

6.18 Secured Note Acceleration Event and Enforcement of the security

If a Secured Note Acceleration Event occurs, all Secured Notes which are secured by the same Collateral Pool as the one securing the Accelerated Secured Note will also become immediately due and repayable. Following the occurrence of a Secured Note Acceleration Event, all Noteholders whose Notes have become immediately due and payable will first be entitled to claim for any outstanding amounts due to them under the terms of the Guarantee.

The Security Trustee (in the case of English Law Notes) and the Security Agent (in the case of French Law Notes) are only obliged to enforce a Pledge Agreement after having received a Collateral Enforcement Notice from a Noteholder (or the Representative of the Masse in the case of French Law Notes acting pursuant to the request of a Noteholder). A Noteholder (or the Representative of the Masse

in the case of French Law Notes acting pursuant to the request of a Noteholder) is only entitled to send a Collateral Enforcement Notice to the Security Trustee (in the case of English Law Notes) or the Security Agent (in the case of French Law Notes) if neither SG Issuer nor the Guarantor (pursuant to the terms of the Guarantee) has paid all amounts due to such Noteholder within a period of 3 Collateral Business Days following the occurrence of the relevant Secured Note Acceleration Event.

The existence of the 3 Collateral Business Days period means that there will be a delay between the occurrence of a Secured Note Acceleration Event and the enforcement of the corresponding Pledge Agreement during which period there may be a depreciation in the value of the relevant Collateral Assets, thus reducing the amount available to satisfy the claims of Noteholders upon realisation of the Collateral Assets.

Where the Collateral Assets consist of debt securities, shares or other tradable securities, liquidation of all the Collateral Assets simultaneously may increase the risk that the proceeds of realisation of the Collateral Assets may be less than the sums due to the relevant Noteholders under the relevant Secured Notes because liquidation of all the Collateral Assets in the Collateral Pools at the same time could, in particular market circumstances, lead to a reduction in the market value of some or all of the Collateral Assets.

In addition, following the realisation of the Collateral Assets, an investor may not be able to reinvest any Collateral Enforcement Proceeds Share that it receives at an effective interest rate as high as the interest rate on the Secured Notes that have become immediately due and payable following the occurrence of a Secured Note Acceleration Event and may only be able to do so at a significantly lower rate or in worse investment conditions. Potential investors should consider reinvestment risk in light of other investments available at that time.

6.19 Shortfall on Realisation of Collateral Assets and Limited Recourse of Noteholders

The security provided for a Series of Secured Notes is limited to the Collateral Assets constituting the Collateral Pool applicable to such Series (and to all Series of Secured Notes secured by the same Collateral Pool in the case of a Multiple Series Collateral Pool). The value realised for the Collateral Assets in the relevant Collateral Pool or, where Physical Delivery of Collateral Assets is applicable, the value of the Collateral Assets delivered, upon enforcement of the relevant Pledge Agreement may be less than the amounts due to Noteholders in respect of the relevant Series of Secured Notes and as a result, investors may lose a substantial portion of their investment. The level of risk will particularly depend on the Haircut value(s), the Collateral Rules, the Eligibility Criteria and on the collateralisation method (either MV Collateralisation, NV Collateralisation, Max (MV, NV) Collateralisation or Min (MV, MV) Collateralisation) as specified in the applicable Final Terms.

Investors should also note that the Collateral Assets may suffer a fall in value between the time at which the relevant Pledge Agreement becomes enforceable and the time at which the Collateral Assets are realised in full or, where Physical Delivery of Collateral Assets is applicable, delivered. In extraordinary circumstances, the Collateral Assets forming part of the Collateral Pool available at the time at which a Pledge Agreement becomes enforceable could lose all or a substantial proportion of their value by the time of realisation and distribution or delivery, as applicable.

If there is any shortfall in amounts due to a Noteholder then such Noteholder shall have no further claim against SG Issuer, the Security Trustee (in the case of English Law Notes) or the Security Agent (in the case of French Law Notes) in respect of such amounts which remain unpaid following enforcement of the relevant Pledge Agreement (including, for the avoidance of doubt, payments of principal, premium (if any) and/or interest in respect of the Notes). In addition, no Noteholder shall be entitled to take any steps or proceedings to procure the winding-up, administration or liquidation (or any other analogous proceeding) of SG Issuer.

For the avoidance of doubt, in such a scenario, Noteholders will continue to be able to claim under the terms of the Guarantee against the Guarantor for any unpaid amounts and any such shortfall will therefore constitute an unsecured claim by such Noteholder against the Guarantor. Investors should therefore be aware that if the value realised for the Collateral Assets or the value of any Collateral Assets delivered is less than the amounts due to them under their Notes, they will be exposed to the creditworthiness of the Guarantor for the remaining amount due to them.

6.20 Subordination of Noteholders to payment of expenses and other payments

Following the enforcement of a Pledge Agreement, the rights of holders of Non Waived Notes to be paid amounts from the proceeds of such enforcement and the realisation of the related Collateral Assets or, where Physical Delivery of Collateral Assets is applicable, to be delivered Collateral Assets, will be subordinated to and therefore rank behind claims relating to any amounts payable to Secured Parties ranking prior to the holders of Non Waived Notes in accordance with the Order of Priority specified in the applicable Final Terms and any rights of preference existing by operation of law.

6.21 Physical Delivery of Collateral Assets

If Physical Delivery of Collateral Assets is specified in respect of a Series of Secured Notes, upon enforcement of a Pledge Agreement, the Security Trustee (in the case of English Law Notes) or the Security Agent (in the case of French Law Notes) will not sell, or cause to be sold, the Collateral Assets (unless there is a Physical Delivery of Collateral Assets Disruption Event and other than in order to pay any amounts payable to Secured Parties ranking prior to the holders of Non Waived Notes in accordance with the Order of Priority specified in the applicable Final Terms) but will deliver the Collateral Assets Entitlement to each Noteholder in the manner set out in the Additional Terms and Conditions for Secured Notes.

When Physical Delivery of Collateral Assets is applicable, if a Physical Delivery of Collateral Assets Disruption Event occurs or exists on the relevant Collateral Delivery Date, settlement will be postponed until the next Collateral Business Day on which there is no Physical Delivery of Collateral Assets Disruption Event. If such Physical Delivery of Collateral Assets Disruption Event continues for a continuous period of eight Collateral Business Days after the original Collateral Delivery Date, the Security Trustee (in the case of English Law Notes) or the Security Agent (in the case of French Law Notes), or the Disposal Agent on their behalf, will procure the sale of such Collateral Assets in lieu of delivery of the relevant Collateral Assets Entitlement. The amount received by a Noteholder following such sale of Collateral Assets may be lower than the amount which a Noteholder would have received if the relevant Collateral Assets had been delivered to it and the Noteholder held the relevant Collateral Assets to the maturity date of such assets or sold such assets at a different point in time.

6.22 Risk of a delay in the realisation of the Collateral Assets in the event of the insolvency of the Issuer, the Security Trustee, the Security Agent and/or the Collateral Custodian

Each Pledge Agreement will be governed by the Luxembourg act dated 5 August 2005 on financial collateral arrangements, as amended. Article 20 of the Collateral Act 2005 provides that pledge agreements are valid and effective against all third parties, including any receiver or liquidator, notwithstanding any reorganisation procedure, liquidation procedure or any other situation leading to a competition amongst creditors, whether Luxembourg or foreign. From a Luxembourg law perspective, no Luxembourg or foreign insolvency, reorganisation or liquidation proceeding rules should impede the enforcement of a Pledge Agreement. Therefore, each Pledge Agreement should not be materially impacted by insolvency proceedings initiated against SG Issuer in Luxembourg.

Despite the provisions of the Collateral Act 2005 described above, in the event of the insolvency of SG Issuer, the Security Trustee, the Security Agent or the Collateral Custodian, the realisation of the Collateral Assets may be delayed either by the appointment of an insolvency administrator or other insolvency official in relation to SG Issuer, the Security Trustee, the Security Agent or the Collateral

Custodian or by measures ordered by a competent court. Such delay could adversely affect the position of the Noteholders in the event of a depreciation in the value of the Collateral Assets during such period.

In addition, in the case of an insolvency of SG Issuer, as the Collateral Manager (being Société Générale or its successor thereto) and SG Issuer are part of the Group, in the event of the insolvency of the Issuer it is possible that the Collateral Manager may also be insolvent. Such circumstances may lead to a delay in the administrative processes involved in the realisation of the Collateral Assets. However, as the entities responsible for the enforcement of the Pledge Agreement and the realisation of the Collateral Assets, namely the Collateral Custodian, the Disposal Agent, the Substitute Paying Agent, the Security Trustee (in the case of English Law Notes) and the Security Agent (in the case of French Law Notes) are not part of the Group, the impact of any insolvency of SG Issuer on such enforcement and realisation should be less material than it would have been if the Collateral Custodian, the Disposal Agent, the Substitute Paying Agent, the Security Trustee and/or the Security Agent were part of the Group.

The Collateral Custodian, the Disposal Agent, the Substitute Paying Agent, the Security Trustee and the Security Agent are (unless otherwise specified in the applicable Final Terms) part of the same group and in the event of the insolvency of one entity it is possible that another entity may also be insolvent. Such circumstances may lead to a delay in the realisation of the Collateral Assets. The Collateral Custodian Agreement, Collateral Monitoring Agency Agreement, the Disposal Agency Agreement, the Substitute Paying Agency Agreement, the Security Agency Agreement and each Security Trust Deed will contain provisions permitting the replacement of the Collateral Custodian, Collateral Monitoring Agent, Disposal Agent, Substitute Paying Agent, Security Trustee and Security Agent, as applicable, in certain circumstances, including following insolvency, as further provided in such agreements and the Additional Terms and Conditions for Secured Notes.

6.19 Potential Conflicts of Interest between Noteholders and the Collateral Manager and Note Valuation Agent

As the Collateral Manager and Note Valuation Agent are affiliates of SG Issuer or their relevant successor, potential conflicts of interest may arise between the Collateral Manager, the Note Valuation Agent and the holders of the Secured Notes, including with respect to the making of certain determinations and the exercise of certain discretions (including as to the calculation of the Secured Note Market Value of the Secured Notes, the Collateral Value and the Required Collateral Value). In addition, whilst the Collateral Manager and the Note Valuation Agent are obliged to carry out their duties and functions in good faith and using their reasonable judgment, neither the Collateral Manager nor the Note Valuation Agent acts or will act as a fiduciary or as an advisor to the Noteholders in respect of their duties as Collateral Manager and Note Valuation Agent, respectively.

The risk to Noteholders of any conflict of interest between Noteholders and the Collateral Manager is mitigated by the fact that any Collateral Test Notice is either reviewed, and the contents thereof verified by or otherwise agreed with, a Collateral Monitoring Agent not belonging to the Group or else is subject to a predetermined Collateral Test Dispute Resolution Procedure.

6.20 Security Trustee and Security Agent

The Security Trustee (in the case of English Law Notes) and the Security Agent (in the case of French Law Notes) will enforce the security under the relevant Pledge Agreement upon the delivery of a Collateral Enforcement Notice and will either (i) liquidate or realise or will give instructions to the Disposal Agent to liquidate or realise the Collateral Assets in the Collateral Pool which secures a Series of Secured Notes and subsequently distribute the relevant Collateral Enforcement Proceeds Share (as defined in the Additional Terms and Conditions for Secured Notes) to the relevant Noteholders or (ii) where Physical Delivery of Collateral Assets is specified as applicable in the applicable Final Terms, arrange for delivery of the relevant Collateral Assets Entitlement (as defined in the Additional Terms and

Conditions for Secured Notes) to the relevant Noteholders, in each case in accordance with the Order of Priority specified in the applicable Final Terms.

A failure by the Security Trustee (in the case of English Law Notes) or the Security Agent (in the case of French Law Notes) to perform their obligations with respect to the Collateral Assets or to perform their obligations in an efficient manner may adversely affect the realisation of the Collateral Assets and the amount distributable or deliverable to Noteholders.

The risk to Noteholders of a failure by the Security Trustee (in the case of English Law Notes) to perform its obligations under a Pledge Agreement with respect to the Collateral Assets is mitigated by the fact that the Security Trustee will covenant in the relevant Security Trust Deed to exercise its rights under the relevant Pledge Agreement on behalf of and as trustee for the Noteholders and will declare a trust in favour of the Noteholders and the other relevant Secured Parties over the rights granted to it under the relevant Pledge Agreement. As a result, should the Security Trustee, having become bound to do so, fail to perform its enforcement obligations with respect to the Collateral Assets, Noteholders will be entitled to directly enforce the terms of the relevant Pledge Agreement. In addition, where the Security Trustee has failed to perform its enforcement obligations with respect to the Collateral Assets, Noteholders will be entitled to appoint a replacement Security Trustee to enforce the terms of the relevant Pledge Agreement. The Collateral Custodian, by virtue of being party to the relevant Pledge Agreement, shall be deemed to have acknowledged the ability of Noteholders to appoint a replacement Security Trustee in such circumstances.

The risk to Noteholders of a failure by the Security Agent (in the case of French Law Notes) to perform its obligations under a Pledge Agreement with respect to the Collateral Assets is mitigated by the fact that the Security Agent will be appointed as security agent pursuant to article 2328-1 of the French Code Civil in the Terms and Conditions of the French Law Notes. In case of failure by the Security Agent to perform its obligations in respect of a Pledge Agreement, the Representative of the Masse of the Noteholders will directly enforce the terms of such Pledge Agreement on behalf of the Noteholders. The Collateral Custodian, by virtue of being party to the relevant Pledge Agreement, shall be deemed to have acknowledged the ability of the Representative of the Masse of the Noteholders to directly enforce the terms of such Pledge Agreement on behalf of the Noteholders in such circumstances.

The Security Trustee (in the case of English Law Notes) or the Security Agent (in the case of French Law Notes) may appoint an agent (the **Disposal Agent**) which, following receipt of instructions from the Security Trustee (in the case of English Law Notes) or the Security Agent (in the case of French Law Notes), will liquidate or realise the Collateral Assets in each Collateral Pool. The initial Disposal Agent is The Bank of New York Mellon, London Branch. A failure by the Disposal Agent to perform its obligations with respect to the Collateral Assets will adversely affect the realisation of the Collateral Assets and the amount distributable to Noteholders.

6.21 No Fiduciary duties

In performing their duties under the Programme, neither the Collateral Manager, the Collateral Monitoring Agent, the Note Valuation Agent, the Collateral Custodian, the Disposal Agent or Substitute Paying Agent will act as a fiduciary or as an advisor to the Noteholders in respect of their respective duties and do not act as a trustee for the Noteholders.

6.22 Potential Conflicts of Interest between Noteholders and a Counterparty

Various potential and actual conflicts of interest may arise between the interests of the Noteholders and a Counterparty, which may be an affiliate of SG Issuer. Subject to compliance with applicable laws and regulations, neither a Counterparty nor its affiliates are required to resolve such conflicts of interest in favour of the Noteholders and may pursue actions and take such steps that it deems necessary or appropriate to protect its interests.

6.23 Risk of non-performance of obligations by a Counterparty

It is expected that Société Générale will be the Counterparty for most Series of Secured Notes. A failure by a Counterparty to perform its duties and obligations with respect to a Hedging Agreement may adversely affect the availability of the Collateral Assets, and consequently adversely affect the realisation of the Collateral Assets and the amount distributable to Noteholders.

6.24 Risks arising on an insolvency of a Counterparty

In the event that a liquidator or administrator were to be appointed in respect of the business and property of a Counterparty, SG Issuer believes that pursuant to the terms of the relevant Hedging Agreement the Collateral Assets will not form part of the property of the relevant Counterparty available to a liquidator or administrator of such Counterparty for distribution to the general creditors of the Counterparty. There can be no assurance, however, that a court would reach the same conclusion.

It is possible that a liquidator or administrator appointed in relation to the business and property of a Counterparty may commence proceedings to challenge the validity and effectiveness of a Hedging Agreement with a view to including the Collateral Assets in the property and estate of the relevant Counterparty. If insolvency proceedings were commenced in respect of a Counterparty, and in particular against the Issuer in relation to a Hedging Agreement, delays in realising the Collateral Assets, possible reductions in the realisation amount of the Collateral Assets and limitations on the exercise of remedies in relation to the enforcement of a Pledge Agreement could occur.

GENERAL DESCRIPTION OF THE PROGRAMME

The following description does not purport to be complete and is taken from, and is qualified in its entirety by, the Summary and the remainder of this Base Prospectus and, in relation to the Terms and Conditions of any particular Tranche of Notes, the applicable Final Terms.
The following description constitutes a general description of the Programme for the purposes of Article 22.5(3) of Commission Regulation (EC) No 809/2004 implementing the Prospectus Directive.
Words and expressions defined in the sections headed "Form of the Notes", "Terms and Conditions of the English Law Notes and the Uncertificated Notes" or, as the case may be, "Terms and Conditions of the French Law Notes" shall have the same meanings in this general description.

PARTIES TO THE PROGRAMME

Issuers
Société Générale, SG Issuer, SGA Société Générale Acceptance N.V. and SG Option Europe

Guarantor
Société Générale

Arranger
Société Générale

Dealers
Société Générale, Société Générale Bank & Trust, SG Option Europe and any other Dealers appointed in accordance with the Programme Agreement.

Fiscal Agent, Registrar, Transfer agent and Exchange Agent
Société Générale Bank & Trust

Paying Agents
Société Générale (Paris), Société Générale, New York Branch, and/or any such additional or successor paying agent appointed in accordance with English law Condition 10 and French law Condition 10.

The Issuer may appoint or (as the case may be) maintain an additional paying agent in each jurisdiction where Uncertificated Notes (as defined in the section headed "*Form of the Notes*") are registered and, if appropriate, for so long as any Uncertificated Notes are listed on the Luxembourg Stock Exchange, the Issuer will maintain a paying agent with a specified office in Luxembourg, all as specified in the applicable Final Terms.

In respect of EUI Notes, particularly all EUI Notes listed on the London Stock Exchange, the Issuer may appoint or (as the case may be) maintain an additional paying agent in the United Kingdom.
In respect of SIS Notes and other Notes listed on SIX Swiss Exchange, Société Générale, Paris, Zurich Branch shall act as Principal Swiss Paying Agent, together with further additional Swiss Paying Agents which may be specified in the applicable Final Terms.

PROGRAMME SIZE

€125.000.000.000 (or its equivalent in other currencies calculated on the Agreement Date) outstanding at any time. The Issuers and the Guarantor may increase the amount of the Programme in accordance with the terms of the Programme Agreement.

DESCRIPTION

Debt Instruments Issuance Programme

METHOD OF DISTRIBUTION

Notes may be distributed by way of private or public placement and in each case on a syndicated or non-syndicated basis.

CURRENCIES

Notes may be denominated in any currency or currencies agreed between the relevant Issuer and the relevant Dealer, subject to compliance with any applicable laws and regulations.

Payments in respect of Notes may, subject to compliance as aforesaid, be made in and/or linked to, any currency or currencies other than the currency in which such Notes are denominated.

MATURITIES

Any maturity as indicated in the applicable Final Terms subject to such minimum or maximum maturities as may be allowed or required from time to time by the relevant central bank (or equivalent body) or any laws or regulations applicable to the relevant Issuer or the relevant Specified Currency.

Notes issued by SG Issuer, SGA Société Générale Acceptance N.V. or SG Option Europe having a maturity of less than one year from the date of issue are subject to certain restrictions on their denomination and distribution (see the paragraph "*Certain Restrictions – Notes having a maturity of less than one year*" below).

ISSUE PRICE

Notes may be issued on a fully-paid or a partly-paid basis and at an issue price (expressed either (i) as a percentage of the Aggregate Nominal Amount or (ii) as an amount per Note of the relevant Specified Denomination) which is at par or at a discount to, or premium over, par (as specified in the applicable Final Terms).

REDEMPTION

The applicable Final Terms will indicate either that the Notes cannot be redeemed prior to their stated maturity (other than in specified instalments, if applicable, or for taxation reasons or following an Event of Default or in the event of an Optional Outstanding Notes Trigger Call or, in relation to Secured Notes only, following the occurrence of a Collateral Disruption Event) or that such Notes (if Physical Delivery Notes) may be settled at maturity or otherwise by receipt by the holder(s) of a cash amount and/or by delivery of the relevant Deliverable Assets or that such Notes will be redeemable at the option of the relevant Issuer and/or the Noteholders upon giving not less than thirty nor more than forty five days' irrevocable notice (or such other notice period (if any) as indicated in the applicable Final Terms) to the Noteholders or the relevant Issuer, as the case may be, on a date or dates specified prior to such stated maturity and at a price or prices and on such terms as may be agreed between the Issuer and Purchaser(s) as indicated in the applicable Final Terms.

The applicable Final Terms may provide that Notes may be redeemable in two or more instalments of such amounts and on such dates as indicated in the applicable Final Terms.

REDENOMINATION AND/OR CONSOLIDATION

The applicable Final Terms may provide that certain Notes may be redenominated in euro. The relevant provisions applicable to any such redenomination are contained in English law Condition 1 and French law Condition 1.

Notes denominated in a currency that may be converted into euro may be subject to consolidation with other Notes denominated in euro.

SECURED NOTES

Secured Notes will be issued by SG Issuer only.

The provisions relating to Secured Notes are more fully described in the section "*General Description of the Collateral Arrangements related to Secured Notes*".

CERTAIN RESTRICTIONS

Each issue of Notes denominated in a currency in respect of which particular laws, guidelines, regulations, restrictions or reporting requirements apply will only be issued in circumstances which comply with such laws, guidelines, regulations, restrictions or reporting requirements in full force (see the section headed "*Subscription, Sale and Transfer Restrictions*") including the following restrictions applicable at the date of this Base Prospectus.

Notes having a maturity of less than one year

Notes issued by SG Issuer, SGA Société Générale Acceptance N.V. or SG Option Europe having a maturity of less than one year will, if the proceeds of the issue are accepted in the United Kingdom, constitute deposits for the purposes of the prohibition on accepting deposits contained in Section 19 of the Financial Services and Markets Act 2000 unless they are issued to a limited class of professional investors and have a denomination of at least £100,000 or its equivalent, see the section headed "*Subscription, Sale and Transfer Restrictions*".

Under Part II of the Luxembourg Act dated 10 July 2005 on prospectuses for securities, as amended, which implements the Prospectus Directive, prospectuses relating to money market instruments having a maturity at issue of less than twelve months and complying also with the definition of "securities" are not subject to the approval provisions of Part II of such Act.

TYPE OF NOTES

Fixed Rate Notes
Fixed rate interest will be payable on such date(s) as indicated in the applicable Final Terms and on redemption and will be calculated on the basis of such Day Count Fraction as may be agreed between the relevant Issuer and the relevant Dealer(s) as indicated in the applicable Final Terms.

Partly Paid Notes
The Issue Price of Partly Paid Notes will be payable in more than one instalment.
While any part payments of the subscription moneys due from the holder of Partly Paid Notes are overdue, no interest in a Temporary or Permanent Global Note representing such Notes may be exchanged for Definitive Bearer Notes.
If any Noteholder fails to pay any part payment due on any Partly Paid Notes within the time specified, the Issuer may have a right to redeem such Notes if so specified, and on the terms set out, in the applicable Final Terms.

Floating Rate Notes
Floating Rate Notes will bear interest at a rate determined (i) on the same basis as the floating rate under a notional interest rate swap transaction in the relevant Specified Currency governed by an agreement evidenced by a confirmation incorporating the 2006 ISDA Definitions (as published by the International Swaps and Derivatives Association, Inc. and as amended and updated as at the Issue Date of the first Tranche of the Notes of the relevant Series) or (ii) on the basis of a reference rate appearing on an agreed screen page of a commercial quotation service.
The margin (if any) relating to such floating rate will be agreed between the relevant Issuer and the relevant Dealer(s) for each issue of Floating Rate Notes and specified in the applicable Final Terms.
Floating Rate Notes may also have either a minimum interest rate or a maximum interest rate or both.
Interest will be calculated on the basis of such Day Count Fraction as may be agreed between the relevant Issuer and the relevant Dealer(s) as indicated in the applicable Final Terms.

Physical Delivery Notes
Payments in respect of Physical Delivery Notes (whether in respect of principal and/or interest and whether at

maturity or otherwise) and any delivery of any Deliverable Asset(s) in respect of Physical Delivery Notes will be made in accordance with the terms of the applicable Final Terms, subject always to applicable securities laws.

Zero Coupon Notes
Zero Coupon Notes will not bear interest other than in the case of late payment.

Structured Notes
Payments of principal and/or of interest in respect of Structured Notes will be calculated by reference to such index and/or formula or to changes in the prices of securities (including, without limitation, shares (any such Structured Notes, **Share Linked Notes**) or indices (any such Structured Notes, **Index Linked Notes**) or Société Générale indices (any such Structured Notes, **SGI Linked Notes**) or american depositary receipts (any such Structured Notes, **ADR Linked Notes**) or exchange traded funds (any such Structured Notes, **ETF Linked Notes**) or dividends (any such Structured Notes, **Dividend Linked Notes**) or funds (any such Structured Notes, **Fund Linked Notes**) or inflation indices (any such Structured Notes, **Inflation Linked Notes**) or commodities (any such Structured Notes, **Commodity Linked Notes**) or by reference to reference rates (any such Structured Notes, **Reference Rate Linked Notes**) or by reference to foreign exchange rates (any such Structured Notes, **FX Rate Linked Notes**) or the creditworthiness of a reference entity or reference obligation (any such Structured Notes, **Credit Linked Notes**) or by reference to bonds (any such Structured Notes, **Bond Linked Notes**) or by reference to a specified preference share (any such Structured Notes, **Preference Share Linked Notes**) or a specified warrant of the Warrant Issuer (any such Structured Notes, **Warrant Linked Notes**) by reference to futures contracts on the same (as indicated in the applicable Final Terms).
Each type of Structured Notes is further described below.

Other provisions in relation to Floating Rate Notes and Structured Notes
Floating Rate Notes and Structured Notes may also have a maximum interest rate, a minimum interest rate or both, or be subject to a rate multiplier, in each case as set forth in the applicable Final Terms.

TYPE OF STRUCTURED NOTES

Share Linked Notes
Payments in respect of Share Linked Notes will be calculated by reference to one or more shares as agreed between the Issuer and the relevant Dealer(s) and specified in the applicable Final Terms. Share Linked Notes may also provide for redemption by physical delivery of the Deliverable Asset(s) as set out in the Additional Terms and Conditions for Share Linked Notes. Share Linked Notes may be subject to early redemption or adjustment if certain corporate events, de-listing, merger or de-merger, nationalisation or insolvency occur, all as more fully described in the Terms and Conditions for Share Linked Notes.

Index Linked Notes
Payments of principal and/or of interest at maturity or otherwise in respect of Index Linked Notes will be calculated by reference to one or more Indices as the relevant Issuer and the relevant Dealer(s) may agree and as indicated in the applicable Final Terms.
Index Linked Notes may be subject to early redemption or adjustment as more fully described in the Additional Terms and Conditions for Index Linked Notes.

SGI Index Linked Notes
Payments of principal and/or of interest at maturity or otherwise in respect of SGI Index Linked Notes will be calculated by reference to one or more Société Générale Indices as the relevant Issuer and the relevant Dealer(s) may agree and as indicated in the applicable Final Terms.
SGI Index Linked Notes may be subject to early redemption or adjustment as more fully described in the Additional Terms and Conditions for SGI Index Linked Notes.

ADR Linked Notes
Payments in respect of ADR Linked Notes will be calculated by reference to one or more American depositary receipts as agreed between the Issuer and the relevant Dealer(s) and specified in the applicable Final Terms. ADR Linked Notes may also provide for redemption by physical delivery of the Deliverable Asset(s) as set out in the Additional Terms and Conditions for ADR Linked Notes. ADR Linked Notes may be subject to early redemption or adjustment if certain corporate events, de-listing, merger or de-merger, nationalisation or

insolvency occur, all as more fully described in the Additional Terms and Conditions for ADR Linked Notes.

ETF Linked Notes

Payments in respect of ETF Linked Notes will be calculated by reference to one or more exchange traded funds as agreed between the Issuer and the relevant Dealer(s) and specified in the applicable Final Terms. ETF Linked Notes may also provide for redemption by physical delivery of the Deliverable Asset(s) as set out in the Additional Terms and Conditions for ETF Linked Notes. ETF Linked Notes may be subject to early redemption or adjustments, all as more fully described in the Additional Terms and Conditions for ETF Linked Notes.

Dividend Linked Notes

Payments in respect of Dividend Linked Notes will be calculated by reference to one or more dividends as agreed between the Issuer and the relevant Dealer(s) and specified in the applicable Final Terms. Dividend Linked Notes may be subject to early redemption or adjustments, all as more fully described in the Additional Terms and Conditions for Dividend Linked Notes.

Fund Linked Notes

Payments in respect of Fund Linked Notes will be calculated by reference to units, interests or shares in a single fund or basket of funds on such terms as may be agreed between the Issuer and the relevant Dealer(s) and specified in the applicable Final Terms. Fund Linked Notes may also provide for redemption by physical delivery of the Deliverable Asset(s) as set out in the Additional Terms and Conditions for Fund Linked Notes.

Fund Linked Notes may be subject to adjustment or early redemption, as applicable, or if certain corporate events occur, all as more fully described in the Additional Terms and Conditions for Fund Linked Notes.

Commodity Linked Notes

Payments in respect of Commodity Linked Notes will be calculated by reference to one or more commodities and/or commodity indices as agreed between the Issuer and the relevant Dealer(s) and specified in the applicable Final Terms.

Commodity Linked Notes may be subject to adjustment as more fully described in the Additional Terms and Conditions for Commodity Linked Notes.

Credit Linked Notes

Payments in respect of Credit Linked Notes will be linked to the credit of a specified entity or entities and will be issued on such terms as may be agreed between the Issuer and the relevant Dealer(s) and specified in the applicable Final Terms.

In the event of the occurrence of certain circumstances (which may include, amongst other things, Bankruptcy, Failure to Pay, Obligation Acceleration, Obligation Default, Repudiation/Moratorium or Restructuring) in relation to a Reference Entity or, with respect to Basket Notes and Tranche Notes, Reference Entities, in each case as specified in the applicable Final Terms, the obligation of the Issuer to pay principal at maturity may be replaced by (i) an obligation to pay other amounts which are equal to either certain fixed amount(s) as specified in the applicable Final Terms or amounts calculated by reference to the value of the Deliverable Asset(s) (which may, in each case, be less than the par value of the Notes at the relevant time) and/or (ii) an obligation to deliver the Deliverable Asset(s), all as more fully described in the Additional Terms and Conditions for Credit Linked Notes.

Preference Share Linked Notes

The redemption amount payable in respect of Preference Share Linked Notes will be calculated by reference to the performance of a single specified preference share of the Preference Share Issuer.

Preference Share Linked Notes may be subject to early redemption as more fully described in the Additional Terms and Conditions for Preference Share Linked Notes.

Warrant Linked Notes

The redemption amount payable in respect of Warrant Linked Notes will be calculated by reference to the performance of warrants issued by the Warrant Issuer.

Warrant Linked Notes may be subject to early redemption as more fully described in the Additional Terms and Conditions for Warrant Linked Notes.

DESCRIPTION OF THE COLLATERAL ARRANGEMENTS RELATING TO SECURED NOTES

The following is a description of the security and collateral arrangements in relation to Notes (such Notes being hereinafter referred to as Secured Notes) to which the Additional Terms and Conditions relating to Secured Notes are specified as being applicable in the applicable Final Terms.

Terms used but not otherwise defined in this description shall have the meaning given to them in the Additional Terms and Conditions for Secured Notes.

1. GENERAL

Each Series of Secured Notes will benefit from a pledge agreement (each a **Pledge Agreement**) which will be governed by the Luxembourg act dated 5 August 2005 on financial collateral arrangements, as amended (the **Collateral Act 2005**) granted by the Issuer. Under each Pledge Agreement, the Issuer will grant first ranking security over the Collateral Assets (as defined below) contained in one or more accounts (such accounts together being referred to as the **Collateral Account**) held by the Issuer with The Bank of New York Mellon (Luxembourg) S.A. or any successor thereto (the **Collateral Custodian**), pursuant to the terms of a custodian agreement between, *inter alia*, the Issuer and the Collateral Custodian (the **Collateral Custodian Agreement**).

1.1 Appointment of a Security Trustee in the case of English Law Notes

In relation to each Series of English Law Notes, the security granted under each Pledge Agreement will be granted in favour of BNY Mellon Corporate Trustee Services Limited or any successor thereto as security trustee (the **Security Trustee**) on behalf of itself and the relevant Noteholders and the other relevant Secured Parties (as defined in the Additional Terms and Conditions relating to Secured Notes).

In relation to each Series of English Law Notes secured pursuant to a Pledge Agreement, the Security Trustee appointed as pledgee pursuant to such Pledge Agreement will enter into a security trust deed governed by English law (a **Security Trust Deed**). Under the terms of each Security Trust Deed, the Security Trustee will covenant that it will exercise its rights under the relevant Pledge Agreement on behalf of and as trustee for the Noteholders and will declare a trust in favour of the Noteholders and the other relevant Secured Parties over the rights granted to it under the relevant Pledge Agreement.

1.2 Appointment of a Security Agent in the case of French Law Notes

In relation to each Series of French Law Notes, the security granted under each Pledge Agreement will be granted directly in favour of the relevant Noteholders and the other relevant Secured Parties as represented by BNY Mellon Corporate Trustee Services Limited or any successor thereto as security agent (the **Security Agent**).

In relation to each Series of French Law Notes secured pursuant to a Pledge Agreement, the Terms and Conditions of such Series will provide that the Security Agent will be appointed as agent of the relevant Noteholders in order to create, manage and enforce the relevant Pledge Agreement and the security created thereunder in their name and on their behalf pursuant to article 2328-1 of the French *Code Civil*. The subscription or purchase of French Law Notes secured by a Pledge Agreement by the Noteholders of the relevant Series will result in the appointment of the Security Agent in respect thereof. The relevant Noteholders will be deemed to have notice of the provisions of the relevant Pledge Agreement and the Security Agency Agreement (as defined below). In addition, the Security Agent has entered into a security agency agreement governed by French law (the **Security Agency Agreement**) governing the role of the Security Agent in relation to each Series of Secured Notes governed by French law.

2. NATURE OF COLLATERAL ASSETS

Assets held in a Collateral Account are referred to as **Collateral Assets**. The Collateral Assets held in a Collateral Account and secured pursuant to a Pledge Agreement are together referred to as the **Collateral Pool**. Collateral Assets contained in a Collateral Pool may comprise:

- cash;
- debt securities (including, but not limited to, government bonds, corporate bonds, covered bonds and asset backed securities);
- equity securities, share, units or interests in a fund and or
- any other negotiable financial instruments in book entry-form.

In order to be included in the calculation of the Collateral Value (as defined below), Collateral Assets must satisfy the eligibility criteria (the **Eligibility Criteria**) specified in the applicable Final Terms relating to such Series of Secured Notes. Collateral Assets satisfying the relevant Eligibility Criteria are referred to as **Eligible Collateral Assets**.

The Eligibility Criteria specified in the applicable Final Terms will set out the criteria which must be met for Collateral Assets to constitute Eligible Collateral Assets and may include limitations on the type of Collateral Assets that may be held, the maturity of the Collateral Assets, the liquidity of the Collateral Assets, requirements regarding the jurisdiction of the obligor of the Collateral Assets or its guarantor or the credit rating of the obligor of the Collateral Assets or its guarantor and/or any other limitations, restrictions and/or requirements concerning the Collateral Assets as may be specified in the applicable Final Terms.

In addition the collateral rules (the **Collateral Rules**) specified in the applicable Final Terms will set out the rules which must be satisfied in order for the Collateral Test (as defined below) to be satisfied. The Collateral Rules may include requirements relating to the diversification of types of Eligible Collateral Assets, the concentration of the Eligible Collateral Assets, the geographical location of the Eligible Collateral Assets or the currency of the Eligible Collateral Assets which may be held in a Collateral Pool and/or any other limitations, restrictions and/or requirements concerning the Eligible Collateral Assets contained in the relevant Collateral Pool as may be specified in the applicable Final Terms. For the avoidance of doubt, the Collateral Rules relating to a particular Collateral Pool will be satisfied to the extent that Eligible Collateral Assets with a Collateral Value (as defined below) at least equal to the Required Collateral Value (as defined below) together satisfy the Collateral Rules.

3. SINGLE SERIES COLLATERAL POOL AND MULTIPLE SERIES COLLATERAL POOL

A Collateral Pool may be either a Single Series Collateral Pool or a Multiple Series Collateral Pool, each as further provided below.

3.1 Single Series Collateral Pool

Where the applicable Final Terms in respect of a Series of Secured Notes specify that "Single Series Collateral Pool" will be applicable to the Series of Secured Notes, such Series of Secured Notes will be the only Series of Secured Notes to be secured by the relevant Collateral Pool.

3.2 Multiple Series Collateral Pool

Where the applicable Final Terms in respect of a Series of Secured Notes specify that "Multiple Series Collateral Pool" will be applicable to the relevant Series of Secured Notes, such Series of Secured Notes may be secured by a Collateral Pool which secures one or more Series of Secured Notes. In such a scenario, following enforcement of the relevant Pledge Agreement, all Series of Secured Notes secured on such Collateral Pool would share in the distribution of the proceeds of realisation of the Collateral Assets constituting such Collateral Pool or Notes or, where Physical Delivery of Collateral

Assets is specified as applicable in the applicable Final Terms, in the delivery of the Collateral Assets contained in such Collateral Pool, in each case on a *pari passu* basis.

Each Series of Secured Notes secured pursuant to a Multiple Series Collateral Pool must (i) be subject to the same governing law (i.e. exclusively either English Law Notes or French Law Notes), (ii) be exclusively either subject to "Physical Delivery of Collateral Assets" or not subject to "Physical Delivery of Collateral Assets" (as described below), (iii) be subject to the same Eligibility Criteria and Collateral Rules, (iv) be subject to the same Haircut value(s) for each type or class of Eligible Collateral Assets, and (v) have the same Collateral Test Dates.

Noteholders acquiring and holding Secured Notes where "Multiple Series Collateral Pool" is applicable will be deemed to acknowledge, accept and agree to the rights of existing and future Noteholders of different Series of Secured Notes to share equally in the security created over the Collateral Assets in the Multiple Series Collateral Pool.

4. SEGREGATION BETWEEN COLLATERAL POOLS AND LIMITED RECOURSE AND NON-PETITION

By acquiring and holding Secured Notes, Noteholders will be deemed to acknowledge and agree that the obligations of the Issuer to the Noteholders are limited in recourse to the Collateral Assets contained in the relevant Collateral Pool securing such Series of Secured Notes both in the case of a Single Series Collateral Pool and a Multiple Series Collateral Pool. In particular, the Collateral Assets contained in any other Collateral Pool will not be available to satisfy amounts due in respect of any Secured Notes which are not secured by that Collateral Pool however, in such a scenario, Noteholders will continue to be able to claim against the Guarantor for any unpaid amounts under the terms of the Guarantee.

In addition, by acquiring and holding Secured Notes, Noteholders will be deemed to acknowledge and agree that they shall not be entitled to take any steps or proceedings to procure the winding-up, administration or liquidation (or any other analogous proceeding) of the Issuer.

5. HEDGING OF ISSUER'S OBLIGATIONS

The Issuer may hedge its obligations in relation to a Series of Secured Notes in a number of different ways, including by entering into repurchase agreements (**Repurchase Agreements**) or swap agreements (**Swap Agreements**) or any other agreements (any Repurchase Agreement, Swap Agreement or any other such agreement being a **Hedging Agreement**) with a counterparty which may be Société Générale or an affiliate of Société Générale or such other entities as the Issuer deems appropriate from time to time (each such entity being a **Counterparty**). Such transactions may also include provisions for the transfer to the Issuer of assets which may be treated as Collateral Assets by the Issuer and used to fulfil its obligations in relation to the Secured Notes. Where such Hedging Agreements provide for the transfer of assets to the Issuer, such transfer or assets shall be with full title.

A Swap Agreement may be evidenced by a 1992 ISDA Master Agreement and Schedule or a 2002 ISDA Master Agreement and Schedule together with the confirmation entered into by the Issuer and the Counterparty in respect of the relevant Series of Secured Notes. If the Counterparty's obligations under the Swap Agreement are to be collateralised, the Swap Agreement may be supplemented by a 1995 ISDA Credit Support Annex (Bilateral Form - Transfer).

A Repurchase Agreement may be substantially in the form of a 2000 TBMA/ISMA Global Master Repurchase Agreement, a "*Convention Cadre FBF aux opérations de pensions livrées*", each as amended, supplemented or otherwise modified from time to time, or any other agreement having a similar effect.

6. VALUATION OF COLLATERAL AND SECURED NOTES

In order to ensure that a Series of Secured Notes is collateralised in accordance with its terms, the Collateral Value (as defined below) and the aggregate market value or the aggregate nominal value of Non-Waived Notes (as defined below) of each Series of Secured Notes secured by such Collateral Pool will each be tested on the Issue Date of such Series of Secured Notes and on a periodic basis thereafter as specified in the Final Terms (each such test date being a **Collateral Test Date**). The Collateral Value and the aggregate market value or the aggregate nominal value of Non-Waived Notes will be used in order to calculate the required aggregate value of Eligible Collateral Assets which must be held in a Collateral Account to secure one or more Series of Secured Notes (the **Required Collateral Value**).

6.1 Valuation of Collateral

In relation to each Series of Secured Notes, on the Issue Date of such Series of Secured Notes and on each Collateral Test Date thereafter, Société Générale or any successor thereto (the **Collateral Manager**) will calculate the Collateral Value pursuant to the terms of a collateral management agreement between, *inter alia*, the Issuer and the Collateral Manager (the **Collateral Management Agreement**).

The Collateral Value, except if Collateral Valuation at Nominal Value is specified as applicable in the applicable Final Terms, is deemed to be equal to the market value of the Collateral Assets constituting Eligible Collateral Assets (after taking into account any Haircut applied in relation thereto, as further described below), as of the relevant Valuation Point (as defined below) using such valuation method or methods as the Collateral Manager may, acting in good faith and in a commercially reasonable manner, determine in its discretion (the **Collateral Value**).

When Collateral Valuation at Nominal Value is specified as applicable in the applicable Final Terms, only debt instruments shall be considered as Eligible Collateral Assets, he Collateral Value shall be deemed to be equal to the nominal value of the Collateral Assets constituting Eligible Collateral Assets (after taking into account any Haircut applied in relation thereto, as further described below) and "Collateral Value" shall be construed accordingly throughout this document.
This valuation at nominal value will mainly be used in conjunction with "NV Collateralisation" Type of Collateralisation as described below.

The Collateral Manager shall calculate the Collateral Value as of the relevant Valuation Point (as described below) in Euro (unless otherwise specified in the applicable Final Terms) (the **Collateral Valuation Currency**) using such valuation method or methods as the Collateral Manager may, acting in good faith and in a commercially reasonable manner, determine in its discretion.. Where the relevant currency of denomination of a Collateral Asset is other than the Collateral Valuation Currency, the Collateral Manager shall convert the value of such Collateral Asset at the relevant spot exchange rate. The relevant spot exchange rate shall be the rate displayed on the Collateral Currency Screen Page at the Collateral Currency Specified Time, each as specified in the applicable Final Terms or, if no such Collateral Currency Screen Page is specified in the applicable Final Terms or such Collateral Currency Screen Page is not available, the relevant spot rate shall be the rate determined by the Collateral Manager in good faith and in a commercially reasonable manner.

When calculating the Collateral Value in respect of Eligible Collateral Assets, the Collateral Manager will, if so specified in the applicable Final Terms, take into account the Haircut (being a percentage amount by which the value of each type or class of Collateral Assets in a Collateral Pool is discounted) (as defined in the Additional Terms and Conditions relating to Secured Notes) specified in the applicable Final Terms. In performing its calculations as described in the section "Verification by Collateral Monitoring Agent" below, the Collateral Monitoring Agent will also use the relevant Haircut value(s) specified in the applicable Final Terms.

6.2 Valuation of Secured Notes

In addition, on each Collateral Test Date for each Series of Secured Notes (other than Series where NV Collateralisation is specified as being applicable in the Final Terms), Société Générale or any successor thereto (the **Note Valuation Agent**) will, pursuant to the terms of a note valuation agency agreement between, *inter alia*, the Issuer and the Note Valuation Agent (the **Note Valuation Agency Agreement**), calculate one market value applicable to each Secured Note of such Series (the **Secured Note Market Value**) and will provide such value to the Collateral Manager and the Collateral Monitoring Agent. The Secured Note Market Value shall be the market value of the relevant Secured Note determined by the Note Valuation Agent as of the Valuation Point on the basis of such valuation method as the Note Valuation Agent may, acting in good faith and in a commercially reasonable manner and in accordance with the terms of the Note Valuation Agency Agreement, determine in its discretion.

For the avoidance of doubt, the Secured Note Market Value determined by the Note Valuation Agent can differ from the Market Value determined by the Calculation Agent in accordance with English law Condition 5.8 or French law Condition 5.8 and from the price proposed, as the case may be, by Société Générale or any affiliate of Société Générale or any other entities acting as market maker on the secondary market for a Note.

Unless otherwise specified in the applicable Final Terms, the Valuation Point shall be the Collateral Business Day (as defined in the Additional Terms and Conditions relating to Secured Notes) immediately preceding the Issue Date or the relevant Collateral Test Date, as the case may be, or, if a valuation of the relevant Collateral Asset or Secured Note, as applicable, is not available on such date, the date of the last available valuation of such Collateral Asset or Secured Note.

7. WAIVER OF RIGHTS TO COLLATERAL ASSETS

If "Waiver of Rights" is specified as applicable in the applicable Final Terms, certain Noteholders intending to hold Secured Notes (including, but not limited to, in their capacity as a market maker) may waive their rights to receive the proceeds of realisation of the Collateral Assets securing such Secured Notes (or where Physical Delivery of Collateral Assets is specified as applicable in the applicable Final Terms, delivery of the Collateral Assets) following the enforcement of the relevant Pledge Agreement (any such Secured Notes being **Waived Notes**). As a consequence, in such circumstances when calculating the Required Collateral Value in accordance with the provisions described below, the Collateral Manager and the Collateral Monitoring Agent shall only take into account the value of the Secured Notes that have not been subject to such waiver (any such Notes being **Non-Waived Notes**).

Each holder of Waived Notes shall be required to (i) inform by written notice and, upon request from the Collateral Manager, provide evidence to, the Collateral Manager of the number of Waived Notes that he holds on the Issue Date and on each Collateral Test Date and (ii) notify the Collateral Manager following any transfer of Waived Notes. The Collateral Business Day following such notification will be deemed to be a Collateral Test Date and the Collateral Manager shall notify the Collateral Monitoring Agent of the same.

Notwithstanding the above, all Secured Notes held by Societe Generale or its affiliates, including, but not limited to, in its capacity as market maker, will be deemed to be Waived Notes, unless otherwise notified in writing by Societe Generale or its affiliates to the Collateral Manager.

On each Collateral Test Date, the Collateral Manager shall notify the Issuer and the Collateral Monitoring Agent of the number of Waived Notes. Upon request of the Issuer or the Collateral Monitoring Agent, the Collateral Manager shall request a holder of Waived Notes to provide evidence of the number of Waived Notes that he holds and shall provide a copy of the evidence so provided to the Issuer or the Collateral Monitoring Agent, as applicable.

None of the Issuer, the Guarantor, the Collateral Manager, the Collateral Monitoring Agent, the Security Trustee or the Security Agent shall be responsible for any incorrect, inaccurate or incomplete information relating to the number of Waived Notes relating to any one or more Series of Secured Notes

that may have been provided to the Collateral Manager by or on behalf of any holder of Waived Notes and none of the Issuer, the Guarantor, the Collateral Manager, the Collateral Monitoring Agent, the Security Trustee or the Security Agent shall be under any duty to verify or otherwise confirm the number of Waived Notes so held.

Holders of Waived Notes shall also be deemed to waive their rights to give written notice to the Issuer and the Guarantor that the Waived Notes are immediately due and repayable at their Early Redemption Amount on the occurrence of an Event of Default following the delivery of a Required Collateral Default Notice (as described below).

8. REQUIRED COLLATERAL VALUE

In relation to a Single Series Collateral Pool, the Required Collateral Value will be calculated by the Collateral Manager on the Issue Date and on each relevant Collateral Test Date as follows:

(i) where MV Collateralisation is specified as being the Type of Collateralisation applicable in the Final Terms relating to a Series of Secured Notes, the Required Collateral Value shall be equal to the product of (a) the Collateralisation Percentage, (b) the Secured Note Market Value and (c) the number of Non-Waived Notes;

(ii) where NV Collateralisation is specified as being the Type of Collateralisation applicable in the Final Terms relating to a Series of Secured Notes, the Required Collateral Value shall be equal to the product of (a) the Collateralisation Percentage and (b) the total aggregate nominal value of the Non-Waived Notes of such Series;

(iii) where Min (MV, NV) Collateralisation is specified as being the Type of Collateralisation applicable in the Final Terms relating to a Series of Secured Notes, the Required Collateral Value shall be equal to the lower of (a) the product of (1) the Collateralisation Percentage, (2) the Secured Note Market Value and (3) the number of Non-Waived Notes and (b) the product of (1) the Collateralisation Percentage and (2) the total aggregate nominal value of the Non-Waived Notes of such Series; or

(iv) where Max (MV, NV) Collateralisation is specified as being the Type of Collateralisation applicable in the Final Terms relating to a Series of Secured Notes, the Required Collateral Value shall be equal to the greater of (a) the product of (1) the Collateralisation Percentage, (2) the Secured Note Market Value and (3) the number of Non-Waived Notes and (b) the product of (1) the Collateralisation Percentage and (2) the specified proportion of the total aggregate nominal value of the Non-Waived Notes of such Series.

The Collateralisation Percentage relating to a Series of Secured Notes will be specified in the applicable Final Terms and may be a fixed percentage or a percentage determined by applying a predetermined formula. The applicable Final Terms may also specify that the Collateralisation Percentage may vary during the term of the Notes, after a certain date, following the occurrence of a trigger event or following a unanimous decision of the Noteholders.

For the avoidance of doubt, except in the case of sub-paragraph 8(ii) above, the Collateral Manager will be required to use the Secured Note Market Value determined by the Note Valuation Agent in determining the Required Collateral Value.

In relation to a Multiple Series Collateral Pool, the Required Collateral Value will be determined by the Collateral Manager on the Issue Date and on each relevant Collateral Test Date as the sum of the amounts calculated pursuant to each relevant sub-paragraph 8(i), 8(ii), 8(iii) or 8(iv) above in respect of each Series of Secured Notes secured by the relevant Collateral Pool.

In determining the Required Collateral Value, where the Specified Currency of any Secured Note is other than the Collateral Valuation Currency, the Collateral Manager shall convert the Secured Note

Market Value and/or the nominal value, as the case may be, of such Secured Note at the relevant spot exchange rate. The relevant spot exchange rate shall be the rate displayed on the Collateral Currency Screen Page at the Collateral Currency Specified Time, each as specified in the applicable Final Terms or, if no such Collateral Currency Screen Page is specified in the applicable Final Terms or such Collateral Currency Screen Page is not available, the relevant spot rate shall be the rate determined by the Collateral Manager in good faith and in a commercially reasonable manner.

9. ADJUSTMENTS TO COLLATERAL POOL AND COLLATERAL TEST NOTICE

On each Collateral Test Date relating to a relevant Series of Secured Notes the Collateral Manager will determine whether (i) the Collateral Rules relating to such Collateral Pool are satisfied and (ii) the Collateral Value is greater than or equal to 97 per cent of the Required Collateral Value for such Collateral Pool (taking into account any Haircut value(s) to be applied to the Collateral Assets and the aggregate value of any Waived Notes) (limbs (i) and (ii) above being referred to as the **Collateral Test**). When determining whether the Collateral Test is satisfied, Collateral Assets for which instructions for the transfer to the relevant Collateral Account have been provided on or before such Collateral Test Date will be included for the purposes of such determination and Collateral Assets for which instructions for the removal from the relevant Collateral Account have been provided on or before such Collateral Test Date will be excluded for the purposes of such determination.

If on a Collateral Test Date the Collateral Manager determines that the Collateral Test is not satisfied for a specific Collateral Pool, the Collateral Manager on behalf of the Issuer will select the type and quantity of Collateral Assets to be deposited in the Collateral Account (or will select existing Collateral Assets to be replaced with other Collateral Assets), in order that after such adjustment the Collateral Test will be satisfied.

If on a Collateral Test Date the Collateral Manager determines that the Collateral Test is satisfied for a specific Collateral Pool and, if on such date, the Collateral Value is greater than the Required Collateral Value, the Collateral Manager on behalf of the Issuer shall be entitled to select Collateral Assets to be removed from the Collateral Account (or shall be entitled to select existing Collateral Assets to be replaced with other Collateral Assets), provided that after such adjustment the Collateral Test continues to be satisfied.

On each Collateral Business Day, if the Collateral Manager on behalf of the Issuer intends to make adjustments to the Collateral Assets held in a Collateral Pool (including, but not limited to, adjustments in order to ensure that the Collateral Test will be satisfied), the Collateral Manager will send or cause to be sent a notice (a **Collateral Test Notice**) to the Collateral Monitoring Agent and the Collateral Custodian (copied to the Issuer and the Guarantor, as the case may be) specifying the adjustments to be made to the Collateral Pool (including *inter alia* the type and quantity of any Collateral Assets to be deposited and/or removed).

10. VERIFICATION BY COLLATERAL MONITORING AGENT

On each Collateral Test Date, The Bank of New York Mellon, London Branch or any successor thereto (the **Collateral Monitoring Agent**) shall, pursuant to the terms of a collateral monitoring agency agreement between, *inter alia*, the Issuer and the Collateral Monitoring Agent (the **Collateral Monitoring Agency Agreement**), calculate the Collateral Value and the Required Collateral Value and verify that the Collateral Test is satisfied. For the avoidance of doubt, the Secured Note Market Value determined by the Note Valuation Agent as described above and the aggregate number of Waived Notes notified to the Collateral Monitoring Agent shall bind the Collateral Monitoring Agent in its determination of the Required Collateral Value.

If on the relevant Collateral Test Date:

(i) a Collateral Test Notice has been delivered by the Collateral Manager and the Collateral Monitoring Agent determines that the Collateral Test will not be satisfied (including after taking into account any adjustments specified in such Collateral Test Notice); or

(ii) no Collateral Test Notice has been delivered by the Collateral Manager but the Collateral Monitoring Agent has determined that adjustments need to be made to the Collateral Assets so that the Collateral Test be satisfied,

then the Collateral Monitoring Agent shall, on the Collateral Business Day immediately following the relevant Collateral Test Date, notify the Collateral Manager in writing providing details of why it considers that the Collateral Test is or will not be satisfied (such notice being hereafter referred to as a **Collateral Monitoring Agent Notice**).

Following receipt of a Collateral Monitoring Agent Notice, the Collateral Manager will determine whether it is in agreement with the contents of the Collateral Monitoring Agent Notice. Should the Collateral Manager agree with the contents of a Collateral Monitoring Agent Notice, the Collateral Manager shall on the Collateral Business Day immediately following receipt of a Collateral Monitoring Agent Notice send or cause to be sent a revised Collateral Test Notice (a **First Level Revised Collateral Test Notice**) to the Collateral Monitoring Agent and the Collateral Custodian (copied to the Issuer and the Guarantor, as the case may be) specifying the agreed adjustments to be made to the Collateral Pool (including *inter alia* the type and quantity of any Collateral Assets to be deposited and/or removed) such that the Collateral Test will be satisfied.

If the Collateral Manager disputes the contents of a Collateral Monitoring Agent Notice, it shall on the Collateral Business Day immediately following receipt of a Collateral Monitoring Agent Notice notify the Collateral Monitoring Agent of such dispute in writing (a **Dispute Notice**) and the Collateral Monitoring Agent and the Collateral Manager shall consult with each other in good faith in an attempt to resolve the dispute.

If the Collateral Manager and the Collateral Monitoring Agent are able to resolve the dispute following such consultation by the second Collateral Business Day following delivery of the Collateral Monitoring Agent Notice, the Collateral Manager shall send or cause to be sent a revised Collateral Test Notice (a **Second Level Revised Collateral Test Notice**) to the Collateral Monitoring Agent and the Collateral Custodian (copied to the Issuer and the Guarantor, as the case may be) specifying the agreed adjustments to be made to the Collateral Pool (including *inter alia* the type and quantity of any Collateral Assets to be deposited and/or removed) such that the Collateral Test will be satisfied.

If the Collateral Manager and the Collateral Monitoring Agent fail to resolve the dispute by the second Collateral Business Day following delivery of the Collateral Monitoring Agent Notice, then the Collateral Manager (on behalf of the Issuer) shall notify the Collateral Monitoring Agent in writing (such notice being a **Dispute Resolution Procedure Notice**) that it will commence the following dispute resolution procedure (the **Collateral Test Dispute Resolution Procedure**) to determine the adjustments to be made to the Collateral Pool:

(i) utilising any calculations, rules or criteria which the Collateral Manager and the Collateral Monitoring Agent have agreed are not in dispute;

(ii) if such dispute relates to the satisfaction of the Eligibility Criteria or the Collateral Rules, appointing an independent third person (acting as an expert and not as an arbitrator) selected by the Collateral Manager and approved by the Collateral Monitoring Agent (such approval not to be unreasonably withheld) to determine whether such Eligibility Criteria and Collateral Rules are satisfied with the determination of any such person being final and binding upon the Collateral Manager and the Collateral Monitoring Agent; and

(iii) calculating the value of those Collateral Assets the value of which is in dispute by using reasonable endeavours to seek four actual, firm and executable quotations at mid-market for such Collateral Assets with contract sizes approximately equal to the value of such Collateral Assets from leading dealers in assets of the type of the Collateral Assets who are committed to trade with the Issuer or the Counterparty, which may include Société Générale, as selected by the Collateral Manager in its sole discretion acting in a commercially reasonable manner, and taking the weighted average of those obtained; provided that if four quotations are not available for a particular Collateral Asset, then fewer than four quotations may be used for that Collateral Asset, and if no quotations are available for a particular Collateral Asset, then the Collateral Manager's original calculations will be used for the Collateral Asset.

Following a recalculation pursuant to the Collateral Test Dispute Resolution Procedure, the Collateral Manager shall issue a **Post Dispute Collateral Test Notice** to the Collateral Monitoring Agent and the Collateral Custodian (copied to the Issuer and the Guarantor, as the case may be) containing the Collateral Value, Required Collateral Value and any adjustments to be made to the Collateral Pool such that the Collateral Test will be satisfied, in each case determined in accordance with the Collateral Test Dispute Resolution Procedure, as soon as possible but in any event not later than the 30th Collateral Business Day following delivery of the Collateral Monitoring Agent Notice. A Post Dispute Collateral Test Notice issued following the conclusion of a Collateral Test Dispute Resolution Procedure shall be binding on the Collateral Manager and the Collateral Monitoring Agent and shall not be subject to further verification by the Collateral Monitoring Agent. For the avoidance of doubt, the determination of the Collateral Value, Required Collateral Value and the adjustments to be made to a Collateral Pool in accordance with the Collateral Test Dispute Resolution Procedure will not constitute an Event of Default.

11. REQUIRED SETTLEMENT PERIOD

The delivery of the Collateral Assets for the adjustments to be made to the Collateral Pool in accordance with a Collateral Test Notice, First Level Revised Collateral Test Notice, Second Level Revised Collateral Test Notice or Post Dispute Collateral Test Notice, as applicable, shall be settled on or before the tenth Collateral Business Day following delivery of such Collateral Test Notice or, where such Collateral Test Notice is followed by a Collateral Monitoring Agent Notice, such delivery shall be settled on or before the tenth Collateral Business Day following delivery of the First Level Revised Collateral Test Notice, Second Level Revised Collateral Test Notice or Post Dispute Collateral Test Notice, as applicable (such period the **Required Settlement Period**); provided however that this 10 Collateral Business Day period may be extended up to a maximum additional period of 60 Collateral Business Days (i) if the adjustments to be made to the Collateral Pool have not been settled as a result of an event beyond the control of the Collateral Manager, the Collateral Monitoring Agent and the Issuer (including, but not limited to, as a result of a failure or inability of the relevant clearing system to clear the relevant Collateral Assets) (an **External Event**) or (ii) in relation to Collateral Assets for which the regular settlement period is greater than 10 Collateral Business Days under normal market conditions ((i) and (ii) being referred to as a **Collateral Settlement Disruption**). During the above additional 60 Collateral Business Day period the Collateral Manager may propose the replacement of the affected Collateral Assets by other Collateral Assets complying with the Collateral Rules and the Eligibility Criteria, or propose any other relevant measures so that the Collateral Test is satisfied. If at the end of the 60 Collateral Business Day period (i) the External Event(s) continue(s) to exist or (ii) the Collateral Assets for which the regular settlement period is greater than 10 Collateral Business Days under normal market conditions have not been settled, this shall constitute a Collateral Disruption Event.

12. SUBSTITUTIONS

If "*Collateral Substitution*" is specified as applicable in the applicable Final Terms, the Issuer (or the Collateral Manager on its behalf) may withdraw and/or replace Collateral Assets from any Collateral Account provided that following such adjustment the Collateral Test continues to be satisfied. The Issuer (or the Collateral Manager on its behalf) will send or cause to be sent a Collateral Test Notice to the Collateral Monitoring Agent and the Collateral Custodian (copied to the Issuer and the Guarantor, as the

case may be) specifying the adjustments to be made to the Collateral Pool (including *inter alia* the type and quantity of any Collateral Assets to be deposited and/or removed). The Collateral Business Day immediately following a day on which such Collateral Test Notice is given by the Issuer (or the Collateral Manager on its behalf) for the substitution of Collateral Assets as described above will be deemed to be a Collateral Test Date.

13. NOTIFICATION OF SETTLEMENT FAILURE

The Collateral Custodian shall notify the Issuer, the Collateral Manager and the Collateral Monitoring Agent if the settlement of any transfer of Collateral Assets has not completed within the common market practice timeframe for settlement of the type of Collateral Asset being so transferred. For the avoidance of doubt, such notification shall be taken into account when assessing whether settlement has occurred during the Required Settlement Period described above.

14. EARLY REDEMPTION FOLLOWING THE OCCURRENCE OF A COLLATERAL DISRUPTION EVENT

If the Issuer or the Collateral Manager determines that a Collateral Disruption Event has occurred, the Issuer may in its sole and absolute discretion redeem or cancel, as applicable, all of the relevant Secured Notes at the Early Redemption Amount following the occurrence of a Collateral Disruption Event specified in the applicable Final Terms.

Collateral Disruption Events are defined in the Conditions and include, but are not limited to, the Issuer being unable, after using commercially reasonable efforts, to acquire the necessary Collateral Assets or being subject to materially increased costs in acquiring Collateral Assets or the Issuer being unable, after using commercially reasonable efforts, to find a suitable substitute or replacement Collateral Arrangement Party (as defined below) following the termination of the relevant agreements or resignation or removal for any reason of any Collateral Arrangement Party.

For the avoidance of doubt, the occurrence of a Collateral Disruption Event will not constitute an Event of Default.

15. DEFAULT IN PROVISION OF COLLATERAL ASSETS

The Issuer shall be deemed to have defaulted in relation to its obligation to provide the required level of collateral in relation to a particular Collateral Pool if:

(i) following receipt of a Collateral Monitoring Agent Notice which indicates that the Collateral Test is not satisfied (or will not be satisfied after taking into account any adjustments specified in a Collateral Test Notice):

(A) no First Level Revised Collateral Test Notice or Dispute Notice has been sent; or

(B) no Second Level Revised Collateral Test Notice or Dispute Resolution Procedure Notice has been sent; or

(C) no Post Dispute Collateral Test Notice has been sent,

in each case on or before the fifth Collateral Business Day following the date on which the Collateral Manager had the obligation to send such notice to the Collateral Monitoring Agent; or

(ii) except in the case of a Collateral Settlement Disruption, the Issuer or the Collateral Manager (on behalf of the Issuer) fails to deliver the additional necessary Collateral Assets within the Required Settlement Period and such failure results in the Collateral Test not being satisfied for 5 consecutive Collateral Business Days following the end of such Required Settlement Period (when determining whether the Collateral Test has been so satisfied, only Collateral Assets which have been actually been transferred to the relevant Collateral Account shall be taken into

account). For the avoidance of doubt, in the case of a Collateral Settlement Disruption, if at the end of the 60 Collateral Business Day period (i) the External Event(s) continue(s) to exist or (ii) the Collateral Assets for which the regular settlement period is greater than 10 Collateral Business Days under normal market conditions have not been settled, this shall constitute a Collateral Disruption Event and not an Event of Default.

The occurrence of an event specified in paragraph 15(i) or 15(ii) above is hereinafter referred to as a **Required Collateral Default**.

Following the occurrence of a Required Collateral Default, the Collateral Monitoring Agent will send a notice (a **Required Collateral Default Notice**) to the Issuer, the Guarantor, the Collateral Manager, the Collateral Custodian, the Security Trustee (in the case of English Law Notes) and the Security Agent (in the case of French Law Notes), specifying that a Required Collateral Default has occurred as soon as reasonably practicable and in any case within two Collateral Business Days. The Issuer or failing which the Security Trustee (in the case of English Law Notes) or the Security Agent (in the case of French Law Notes) shall give notice as soon as reasonably practicable to all relevant Noteholders if a Required Collateral Default Notice has been received.

16. EVENTS OF DEFAULT, GUARANTEE AND COLLATERAL ENFORCEMENT

Secured Notes will be subject to the same Events of Default as are applicable to Unsecured Notes. In addition, Secured Notes will be subject to an additional Event of Default if the Collateral Monitoring Agent delivers a Required Collateral Default Notice in relation to a Collateral Pool securing such Secured Notes.

Following the occurrence of an Event of Default in relation to a Series of Secured Notes, a Noteholder (or the Representative of the Masse in the case of French Law Notes acting pursuant to the request of a Noteholder) may give written notice to the Issuer, the Guarantor and the Security Trustee (in the case of English Law Notes) or the Security Agent (in the case of French Law Notes) that the Notes held by such Noteholder (or by a Noteholder represented by the Representative of the Masse in the case of French Law Notes) are immediately due and repayable at their Early Redemption Amount (as defined in the Terms and Conditions of the Notes) (the delivery of such a notice being hereafter referred to as a **Secured Note Acceleration Event**). If a Secured Note Acceleration Event occurs in relation to one or more Secured Notes (such Notes being **Accelerated Secured Notes**), all Secured Notes which are secured by the same Collateral Pool as the one securing such Accelerated Secured Note will also become immediately due and repayable at their Early Redemption Amount. This applies both in the case of a Single Series Collateral Pool and in the case of a Multiple Series Collateral Pool. The Issuer or failing which the Security Trustee (in the case of English Law Notes) or the Security Agent (in the case of French Law Notes) shall give notice as soon as reasonably practicable to all relevant Noteholders if a Secured Note Acceleration Event has occurred in relation to one or more Secured Notes which are secured by the same Collateral Pool as the relevant Accelerated Secured Notes.

Following the occurrence of a Secured Note Acceleration Event, all Noteholders whose Notes have become immediately due and payable will first be entitled to claim for any outstanding amounts due to them under the terms of the Guarantee. If neither the Issuer nor the Guarantor (pursuant to the terms of the Guarantee) has paid all amounts due to Noteholders within a period of 3 Collateral Business Days following the occurrence of a Secured Note Acceleration Event, Noteholders (or the Representative of the Masse in the case of French Law Notes acting pursuant to the request of a Noteholder) may send a notice in writing (a **Collateral Enforcement Notice**) to the Security Trustee (in the case of English Law Notes) or the Security Agent (in the case of French Law Notes) requesting that the relevant Pledge Agreement be enforced in accordance with the terms thereof.

Following receipt of a Collateral Enforcement Notice, the Security Trustee (in the case of English Law Notes) or the Security Agent (in the case of French Law Notes) will enforce the relevant Pledge

Agreement relating to the Collateral Pool in accordance with the terms thereof and the Additional Terms and Conditions for Secured Notes (as completed by the applicable Final Terms) and will either (i) liquidate or realise or will give instructions to The Bank of New York Mellon, London Branch or any successor thereto (the **Disposal Agent**) pursuant to the terms of a disposal agency agreement between, *inter alia*, the Issuer and the Disposal Agent (the **Disposal Agency Agreement**) to liquidate or realise the Collateral Assets in the Collateral Pool in relation to which a Collateral Enforcement Notice has been delivered and subsequently distribute the relevant Collateral Enforcement Proceeds Share (as defined in the Additional Terms and Conditions for Secured Notes) to the relevant Noteholders or (ii) where Physical Delivery of Collateral Assets is specified as applicable in the applicable Final Terms, arrange for delivery of the relevant Collateral Assets Entitlement (as defined in the Additional Terms and Conditions for Secured Notes) to the relevant Noteholders, in each case in accordance with the Order of Priority specified in the applicable Final Terms. The payment of any Collateral Enforcement Proceeds Share or the delivery of any Collateral Assets Entitlement, may, at the request of the Security Trustee (in the case of English Law Notes) or the Security Agent (in the case of French Law Notes), be undertaken by the Substitute Paying Agent (as defined below) or any replacement entity thereof.

For the avoidance of doubt, following the payment of any Collateral Enforcement Proceeds Share or the delivery of any Collateral Assets Entitlement, Noteholders will continue to be able to claim under the terms of the Guarantee against the Guarantor for any due and unpaid amounts.

Although the Pledge Agreement relating to a particular Collateral Pool may only be enforced following a failure by the Issuer or the Guarantor to pay accelerated amounts due after the occurrence of a Secured Note Acceleration Event within the 3 Collateral Business Days period referred to above, the security provided pursuant to the Pledge Agreement remains security granted by the Issuer in relation to the Issuer's payment obligations under the Secured Notes and does not secure the payment obligations of the Guarantor under the Guarantee.

17. PHYSICAL DELIVERY OF COLLATERAL ASSETS DISRUPTION EVENT

Where "*Physical Delivery of Collateral Assets*" is specified as applicable in the applicable Final Terms, in certain circumstances, if, in the opinion of the Substitute Paying Agent, the Security Trustee (in the case of English Law Notes) or the Security Agent (in the case of French Law Notes), delivery of all or some of the Collateral Assets forming part of the Collateral Assets Entitlement is not possible for a specified period of time, then the Security Trustee (in the case of English Law Notes) or the Security Agent (in the case of French Law Notes), or the Disposal Agent on their behalf, in lieu of physical settlement, shall sell or realise such undeliverable Collateral Assets and deliver the proceeds thereof to Noteholders.

18. REPLACEMENT OF PROGRAMME PARTIES

Each of the Collateral Management Agreement, the Collateral Monitoring Agency Agreement, the Collateral Custodian Agreement, the Note Valuation Agency Agreement, the Substitute Paying Agency Agreement, the Disposal Agency Agreement and the Security Agency Agreement contain, and each Pledge Agreement and Security Trust Deed will contain, provisions for the termination of such agreement and, as the case may be, the removal and/or replacement of the role of any party appointed thereunder (each a **Collateral Arrangement Party**). Any such termination, removal and/or replacement will be effected in accordance with the provisions of such agreements and the Additional Terms and Conditions for Secured Notes and may be effected without the consent of Noteholders. In accordance with the terms of such agreements and/or the Additional Terms and Conditions for Secured Notes, the Issuer shall be required to give notice to Noteholders of any such termination and replacement.

In particular, the replacement of the Collateral Custodian may only be effected when certain conditions relating to the substitute Collateral Custodian are fulfilled. Such conditions include, but are not limited to a requirement that: (i) the substitute Collateral Custodian is incorporated in an Organisation for Economic Co-operation and Development (OECD) member country, (ii) the substitute Collateral

Custodian is a fully licensed credit institution in Luxembourg, (iii) in the reasonable opinion of the Issuer and the Arranger, the substitute Collateral Custodian is able to act as Collateral Custodian and fulfil the obligations and duties expressed to be binding on it pursuant to the terms of the Collateral Custodian Agreement and (iv) the substitute Collateral Custodian is chosen from a pre-established list of entities (including BBH, Citi, HSBC, JP Morgan, Northern Trust, RBC Dexia Investor Services, BP2S, State Street or Wells Fargo & Company Inc) or otherwise is a custodian of similar repute and good standing.

19. SUBSTITUTE PAYING AGENT

The Issuer has appointed The Bank of New York Mellon, London Branch or any successor thereto as substitute paying agent in relation to both English Law Notes and French Law Notes (the **Substitute Paying Agent**) pursuant to the terms of a substitute paying agency agreement (the **Substitute Paying Agency Agreement**) between, *inter alia*, the Issuer and the Substitute Paying Agent. Following the delivery of a Collateral Enforcement Notice, the Substitute Paying Agent shall act as agent pursuant to the terms of the Substitute Agency Agreement solely for the purposes of assisting with the payment of any Collateral Enforcement Proceeds Share or the delivery of any Collateral Assets Entitlement to Noteholders (if so requested by the Security Trustee (in the case of English Law Notes) or the Security Agent (in the case of French Law Notes)).

IMPORTANT INFORMATION RELATING TO NON-EXEMPT OFFERS OF NOTES

Restrictions on Non-exempt offers of Notes in Relevant Member States

Certain Tranches of Notes with a denomination of less than €100,000 (or its equivalent in any other currency) may be offered in circumstances where there is no exemption from the obligation under the Prospectus Directive to publish a prospectus. Any such offer is referred to as a **Non-exempt Offer**. This Base Prospectus has been prepared on a basis that permits Non-exempt Offers of Notes. However, any person making or intending to make a Non-exempt Offer of Notes in any Member State of the European Economic Area which has implemented the Prospectus Directive (each, a **Relevant Member State**) may only do so if this Base Prospectus has been approved by the competent authority in that Relevant Member State (or, where appropriate, approved in another Relevant Member State and notified to the competent authority in that Relevant Member State) and published in accordance with the Prospectus Directive, provided that the relevant Issuer has consented to the use of this Base Prospectus in connection with such offer as provided under "*Consent given in accordance with Article 3.2 of the Prospectus Directive (Retail Cascades)*" and the conditions attached to that consent are complied with by the person (the **Offeror**) making the Non-exempt Offer of such Notes.

Save as provided above, none of the Issuers, the Guarantor, the Arranger and any Dealer have authorised, nor do they authorise, the making of any Non-exempt Offer of Notes in circumstances in which an obligation arises for any Issuer or any Dealer to publish or supplement a prospectus for such offer.

Consent given in accordance with Article 3.2 of the Prospectus Directive (Retail Cascades)

In the context of a Non-exempt Offer of such Notes, the relevant Issuer and the Guarantor accept responsibility, in the jurisdictions to which the consent to use the Base Prospectus extends, for the content of this Base Prospectus Article 6 of the Prospectus Directive in relation to any person (an **Investor**) who acquires any Notes in a Non-exempt Offer made by any person to whom the relevant Issuer has given consent to the use of this Base Prospectus (an **Authorised Offeror**) in that connection, provided that the conditions attached to that consent are complied with by the Authorised Offeror. The consent and conditions attached to it are set out under "*Consent*" and "*Common Conditions to Consent*" below.

None of the Issuers, the Guarantor, the Arranger or any Dealer makes any representation as to the compliance by an Authorised Offeror with any applicable conduct of business rules or other applicable regulatory or securities law requirements in relation to any Non-exempt Offer and none of the Issuers, the Guarantor, the Arranger or any Dealer has any responsibility or liability for the actions of that Authorised Offeror.

Save as provided below, none of the Issuers, the Guarantor, the Arranger and any Dealer has authorised the making of any Public Offer by any Offeror or consented to the use of this Base Prospectus by any other person in connection with any Public Offer of Notes. Any Public Offer made without the consent of the relevant Issuer is unauthorised and none of the Issuers, the Guarantor, the Arranger and any Dealer accepts any responsibility or liability for the actions of the persons making any such unauthorised offer.

If, in the context of a Non-exempt Offer, an Investor is offered Notes by a person which is not an Authorised Offeror, the Investor should check with that person whether anyone is responsible for this Base Prospectus for the purposes of Article 6 of the Prospectus Directive in the context of the Non-Exempt Offer and, if so, who that person is. If the Investor is in any doubt about whether it can rely on this Base Prospectus and/or who is responsible for its contents it should take legal advice.

In connection with each Tranche of Notes and subject to the conditions set out below under "*Common Conditions to Consent*":

(i) is only valid during the Offer Period specified in the applicable Final Terms;

(ii) only extends to the use of this Base Prospectus to make Non-exempt Offers of the relevant Tranche of Notes in France, Austria, Belgium, Czech Republic, Denmark, Federal Republic of Germany, Finland,

Italy, The Netherlands, Norway, Portugal, Spain, Sweden and United Kingdom, as specified in the applicable Final Terms; and

(iii) the consent is subject to any other conditions set out in Part B of the applicable Final Terms.

The only Relevant Member States which may, in respect of any Tranche of Notes, be specified in the applicable Final Terms (if any Relevant Member States are so specified) as indicated in (ii) above, will be France, Austria, Belgium, Czech Republic, Denmark, Federal Republic of Germany, Finland, Italy, The Netherlands, Norway, Portugal, Spain, Sweden and United Kingdom, and accordingly each Tranche of Notes may only be offered to Investors as part of a Non-exempt Offer in France, Austria, Belgium, Czech Republic, Denmark, Federal Republic of Germany, Finland, Italy, The Netherlands, Norway, Portugal, Spain, Sweden and United Kingdom as specified in the applicable Final Terms, or otherwise in circumstances in which no obligation arises for the relevant Issuer or any Dealer to publish or supplement a prospectus for such offer.

ARRANGEMENTS BETWEEN INVESTORS AND AUTHORISED OFFERORS

AN INVESTOR INTENDING TO ACQUIRE OR ACQUIRING ANY NOTES IN A NON-EXEMPT OFFER FROM AN AUTHORISED OFFEROR WILL DO SO, AND OFFERS AND SALES OF SUCH NOTES TO AN INVESTOR BY SUCH AUTHORISED OFFEROR WILL BE MADE, IN ACCORDANCE WITH ANY TERMS AND OTHER ARRANGEMENTS IN PLACE BETWEEN SUCH AUTHORISED OFFEROR AND SUCH INVESTOR INCLUDING AS TO PRICE, ALLOCATIONS AND SETTLEMENT ARRANGEMENTS. THE RELEVANT ISSUER WILL NOT BE A PARTY TO ANY SUCH ARRANGEMENTS WITH SUCH INVESTORS IN CONNECTION WITH THE NON-EXEMPT OFFER OR SALE OF THE NOTES CONCERNED AND, ACCORDINGLY, THIS BASE PROSPECTUS AND ANY FINAL TERMS WILL NOT CONTAIN SUCH INFORMATION. THE INVESTOR MUST LOOK TO THE AUTHORISED OFFEROR AT THE TIME OF SUCH OFFER FOR THE PROVISION OF SUCH INFORMATION AND THE AUTHORISED OFFEROR WILL BE RESPONSIBLE FOR SUCH INFORMATION. NONE OF THE ISSUERS, THE GUARANTOR AND ANY DEALER (EXCEPT WHERE SUCH DEALER IS THE RELEVANT AUTHORISED OFFEROR) HAS ANY RESPONSIBILITY OR LIABILITY TO AN INVESTOR IN RESPECT OF SUCH INFORMATION.

DOCUMENTS INCORPORATED BY REFERENCE

The following documents which have previously been published or are published simultaneously with this Base Prospectus and have been filed with the CSSF and the SIX Swiss Exchange shall be incorporated into, and form part of, this Base Prospectus:

(a) the debt issuance programme prospectus dated 14 January 2005 (the **January 2005 Base Prospectus**), the debt issuance programme prospectus dated 1 July 2005 (updated as of 8 August 2005) and the supplements dated 24 August 2005, 7 September 2005, 16 September 2005 and 20 September 2005 (the **July 2005 Base Prospectus**, and together with the January 2005 Base Prospectus, the **2005 Base Prospectuses**), the debt issuance programme prospectus dated 1 August 2006 (the **2006 Base Prospectus**), the debt issuance programme prospectus dated 2 May 2007 and the supplements dated 7 June 2007 and 18 September 2007 (the **2007 Base Prospectus**), the debt issuance programme prospectus dated 2 May 2008 and the supplements dated 2 September 2008 and 1 December 2008 (the **2008 Base Prospectus**), the debt issuance programme prospectus dated 28 April 2009 and the supplement dated 24 February 2010 (the **2009 Base Prospectus**), the English language part of the debt issuance programme prospectus dated 27 April 2010 and the English language part of the supplements dated 17 May 2010 and 13 October 2010 (the **2010 Base Prospectus**), the English language part of debt issuance programme prospectus dated 21 April 2011 and the English language part of supplements dated 12 May 2011, 16 June 2011, 18 August 2011 and 7 October 2011 (the **2011 Base Prospectus**), the English language part of the debt issuance programme prospectus dated 20 April 2012 and the English language part of the supplements dated 16 May 2012, 26 June 2012, 13 August 2012, 24 October 2012 (the **2012 Base Prospectus** and together with the 2005 Base Prospectuses, the 2006 Base Prospectus, the 2007 Base Prospectus, the 2008 Base Prospectus, the 2009 Base Prospectus, the 2010 Base Prospectus and the 2011 Base Prospectus, the **Previous Base Prospectuses**);

for the avoidance of doubt, (i) the supplements dated 3 November 2005, 22 November 2005, 21 February 2006, 13 April 2006 and 13 July 2006 to the July 2005 Base Prospectus, those dated 1 September 2006, 20 November 2006, 27 February 2007, 20 March 2007 and 10 April 2007 to the 2006 Base Prospectus, those dated 30 July 2007, 8 August 2007, 7 November 2007, 15 November 2007, 23 January 2008, 29 January 2008 and 26 March 2008 to the 2007 Base Prospectus, those dated 29 May 2008, 13 June 2008, 5 January 2009, 24 February 2009 and 19 March 2009 to the 2008 Base Prospectus, those dated 5 May 2009, 15 May 2009, 4 June 2009, 15 July 2009, 11 August 2009, 20 October 2009, 24 November 2009, 18 January 2010, 2 February 2010, 18 March 2010 and 1 April 2010 to the 2009 Base Prospectus, those dated 18 August 2010, 15 November 2010, 17 January 2011 and 18 February 2011 to the 2010 Base Prospectus and those dated 21 September 2011, 16 November 2011, 13 December 2011, 30 January 2012, 23 February 2012, 14 March 2012 and 22 March 2012 to the 2011 Base Prospectus, those dated 11 October 2012 and 30 October 2012 to the 2012 Base Prospectus and (ii) the French language part of the 2012 Base Prospectus and the related English and French language parts of the supplements dated 16 May 2012, 26 June 2012, 13 August 2012, 24 October 2012, 30 October 2012, 15 November 2012, 17 December 2012, 18 February 2013 and 22 March 2013 and which are not referred to in this paragraph (a) are not incorporated by reference into this Base Prospectus;

(b) the English translation of the *document de référence* 2013 of Société Générale, the French version of which was filed with the *Autorité des marchés financiers* (hereinafter the **AMF**) on 4 March 2013 under No D 13-0101, except for (i) the inside cover page containing the AMF visa and the related textbox, (ii) the statement of the person responsible for the registration document and the annual financial report made by Mr. Frédéric Oudéa, Chairman and Chief Executive Officer of Société Générale, page 464 and (iii) the cross reference table, pages 468-470 ((i), (ii) and (iii) together hereinafter, the **2013 Excluded Sections**, and the English translation of the *document de référence 2013* of Société Générale without the 2013 Excluded Sections, hereinafter the **2013 Registration Document**);

To the extent that the 2013 Registration Document itself incorporates documents by reference, such documents shall not be deemed incorporated by reference herein. Any reference to the 2013 Registration Document shall be deemed to exclude the 2013 Excluded Sections;

(c) the English translation of the *document de référence* 2012 of Société Générale, the French version of which was filed with the *Autorité des marchés financiers* (hereinafter the **AMF**) on 2 March 2012 under No D 12-0125, except for (i) the inside cover page containing the AMF visa and the related textbox, (ii) the statement of the person responsible for the registration document and the annual financial report made by Mr. Frédéric Oudéa, Chairman and Chief Executive Officer of Société Générale, page 444 and (iii) the cross reference table, pages 448-450 ((i), (ii) and (iii) together hereinafter, the **2012 Excluded Sections**, and the English translation of the *document de référence 2012* of Société Générale without the 2012 Excluded Sections, hereinafter the **2012 Registration Document**);

To the extent that the 2012 Registration Document itself incorporates documents by reference, such documents shall not be deemed incorporated by reference herein. Any reference to the 2012 Registration Document shall be deemed to exclude the 2012 Excluded Sections;

(d) the free English translation of the French original report (*Rapport Pilier III*) published by Société Générale on 10 April 2013 (hereinafter the **Pillar 3 Report**);

(e) the audited annual financial statements of SG Issuer for the financial year ended 31 December 2012 prepared in accordance with IFRS (hereinafter the **2012 SGIS Annual Financial Statements**);

(f) the audited annual financial statements of SG Issuer for the financial years ended 31 December 2010 and 31 December 2011 prepared in accordance with Luxembourg GAAP, the related appendix and notes and the statutory auditor's reports for each such year of SG Issuer (hereinafter the **2010 SGIS Annual Financial Statements** and the **2011 SGIS Annual Financial Statements**, respectively);

(g) the audited cash-flow statements of SG Issuer for the financial years 31 December 2010 and 31 December 2011 prepared in accordance with Luxembourg GAAP, the related appendix and notes (hereinafter the **2010 SGIS Cash Flow Statements** and the **2011 SGIS Cash Flow Statements**, respectively and together the **SGIS Cash Flow Statements**);

(h) the English translation of the audited annual financial statements for the financial years ended 31 December 2011 and 31 December 2012 prepared in accordance with IFRS, the related appendix and notes and the free English language translation of the statutory auditor's reports for each such year of SGA Société Générale Acceptance N.V. (hereinafter the **2011 SGA Annual Financial Statements** and the **2012 SGA Annual Financial Statements**, respectively);

(i) the English translation of the audited annual financial statements for the financial years ended 31 December 2011 and 31 December 2012 prepared in accordance with French GAAP, the related notes and the free English language translation of the statutory auditors' reports for each such year of SG Option Europe (hereinafter the **2011 SGOE Annual Financial Statements** and the **2012 SGOE Annual Financial Statements**, respectively).

Any reference in the registration documents incorporated by reference into the 2013 Registration Document and the 2012 Registration Document shall be deemed to exclude the sections and pages excluded above.

The 2013 Registration Document (pages 3 and 62) and the 2012 Registration Document (pages 3 and 61) contain references to the credit rating of Société Générale issued by Moody's France S.A.S., Fitch France S.A.S. and Standard & Poor's Credit Market Services S.A.S.

As at the date of this Base Prospectus, each of Moody's France S.A.S., Fitch France S.A.S. and Standard & Poor's Credit Market Services S.A.S. is established in the European Union and is registered under Regulation (EC) No 1060/2009 of the European Parliament and of the Council dated 16 September 2009, as amended by Regulation (EU) No 513/2011 of the European Parliament and of the Council dated 11 May 2011 and is included

in the list of registered credit rating agencies published at the website of the European Securities and Markets Authority (www.esma.europa.eu).

The documents incorporated by reference in paragraphs (b), (c), (d), (h) and (i) above are direct and accurate English translations of the original French version of such documents. Each relevant Issuer accepts responsibility for such translations.

Copies of the documents incorporated by reference into this Base Prospectus can be obtained from the office of Société Générale and the specified office of each of the Paying Agents, in each case at the address given at the end of this Base Prospectus. This Base Prospectus and the documents incorporated by reference hereinto are available on the Luxembourg Stock Exchange website (www.bourse.lu).

COMPARATIVE TABLES FOR DOCUMENTS INCORPORATED BY REFERENCE

The non-incorporated parts and the non-incorporated documents referred to above are not incorporated by reference as they are not relevant for an investor pursuant to article 28.4 of Commission Regulation (EC) N° 809/2004 of 29 April 2004.

CROSS REFERENCE LISTS FOR SOCIÉTÉ GÉNÉRALE

References to pages below are to those of the 2012 Registration Document and the 2013 Registration Document, respectively.

Annex XI of Commission Regulation (EC) N°809/2004 of 29 April 2004		2012 Registration Document	2013 Registration Document
3.	**RISK FACTORS**		
3.1.	Prominent disclosure of risk factors that may affect the issuer's ability to fulfil its obligations under the securities to investors in a section headed "Risk Factors".	(*)	69; 103-117; 198-265
4.	**INFORMATION ABOUT THE ISSUER**		
4.1	**History and development of the issuer**	(*)	2; 33
4.1.1.	the legal and commercial name of the issuer;	(*)	33
4.1.2.	the place of registration of the issuer and its registration number;	(*)	33
4.1.3.	the date of incorporation and the length of life of the Issuer, except where indefinite;	(*)	33
4.1.4.	the domicile and legal form of the issuer, the legislation under which the issuer operates, its country of incorporation, and the address and telephone number of its registered office (or principal place of business if different from its registered office).	(*)	33
5.	**BUSINESS OVERVIEW**		
5.1.	**Principal activities**	(*)	6-17; 64-66
5.1.1.	A brief description of the issuer's principal activities stating the main categories of products sold and/or services performed;	(*)	6-17
5.1.2.	An indication of any significant new products and/or activities;	(*)	64-66
5.1.3.	**Principal markets**	(*)	381-384
5.1.4.	The basis for any statements in the registration document made by the issuer regarding its competitive position.	(*)	6-17
6.	**ORGANISATIONAL STRUCTURE**		
6.1.	If the issuer is part of a group, a brief description of the group and of the issuer's position within it.	(*)	3; 38-39
6.2.	Whether the issuer is dependent on other entities within the group	(*)	43-61; 375-381; 434-444
7.	**TREND INFORMATION**		
7.2.	Information on any known trends, uncertainties, demands,	(*)	68-69

	commitments or events that are reasonably likely to have a material effect on the Issuer's prospects for at least the current financial year.		
9.	**ADMINISTRATIVE, MANAGEMENT AND SUPERVISORY BODIES**		
9.1.	Names, business addresses and functions in the Issuer of the members of the administrative, management or supervisory bodies, and an indication of the principal activities performed by them outside the Issuer where these are significant with respect to the Issuer.	(*)	76-102
9.2.	Administrative, Management, and Supervisory bodies conflicts of interests.	(*)	90
10.	**MAJOR SHAREHOLDERS**		
10.1.	To the extent known to the issuer, state whether the issuer is directly or indirectly owned or controlled and by whom, and describe the nature of such control, and describe the measures in place to ensure that such control is not abused.	(*)	29;34
11.	**FINANCIAL, INFORMATION CONCERNING THE ASSETS AND LIABILITIES, FINANCIAL POSITION AND PROFITS AND LOSSES OF THE ISSUER**		
11.1.	**Historical financial information**	246-362; 365-425	270-384; 387-445; 469
11.2.	**Financial statements**	246-362; 365-425	270-384; 387-445
	Consolidated balance sheet	246-247	270-271
	Consolidated income statement	248	272
	Cash flow statements	253	277
	Changes in shareholders' equity	250-252	274-276
	Notes to the consolidated financial statements	254-362	278-384
11.3.	**Auditing of the historical annual financial information**	363-364;	134; 385-386; 446-447
11.4.	**Age of latest financial information**	246; 365	270; 387
11.6.	**Legal and arbitration proceedings**	(*)	259-261

(*) The information related this item is not incorporated by reference as it is covered in the 2013 Registration Document.

References to pages below are to those of the Pillar 3 Report.

Pillar 3 Report	
Introduction	1-6
Capital Adequacy	7-16
Capital and Risk Management Policy	17-26
Credit and Counterparty Risk – Credit Risk Mitigation	27-60
Securitization	61-76
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Market Risks	83-94
Structural Interest Rate Risk	95-100
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Glossary	117-124

CROSS REFERENCE LISTS RELATING TO FINANCIAL STATEMENTS OF SG ISSUER, SGA SOCIÉTÉ GÉNÉRALE ACCEPTANCE N.V. AND SG OPTION EUROPE

References to pages below are to those of the 2010 SGIS Annual Financial Statements and 2011 SGIS Annual Financial Statements, respectively.

SG Issuer	2010 SGIS Annual Financial Statements	2011 SGIS Annual Financial Statements
Balance sheet	7-8	7-8
Income statement	9-10	9-10
Notes to the financial statements	11-20	11-19
Accounting principles	12-13	12-14
Free English language translation of the statutory auditor's report	4-6	4-6

References to pages below are to those of the 2012 SGIS Annual Financial Statements.

SG Issuer	2012 SGIS Annual Financial Statements
Balance sheet	8
Income statement	7
Cash-flow statement	10
Notes to the financial statements	11-36
Accounting principles	12
Report of the Réviseur d'Entreprises agréé	5-6

Unless otherwise stated, references to pages below are to those of the 2011 SGA Annual Financial Statements, the 2012 SGA Annual Financial Statements, the 2011 SGOE Annual Financial Statements and the 2012 SGOE Annual Financial Statements, respectively.

SGA Société Générale Acceptance N.V.	2011 SGA Annual Financial Statements	2012 SGA Annual Financial Statements
Balance sheet	3-4	3-4
Income statement	5-6	5-6
Cash-flow statement	7	7
Notes to the financial statements	13-23	14-24
Accounting principles	9	10
Free English language translation of the statutory auditor's report	Incorporated as a separate document	Incorporated as a separate document

SG Option Europe	2011 SGOE Annual Financial Statements	2012 SGOE Annual Financial Statements
Balance sheet	3-6	1-3
Income statement	7-8	4-5
Cash-flow statement	42	NA
Notes to the financial statements	15-41	7-44
Accounting principles	10-13	7-12
Free English language translation of the statutory auditors' report	Incorporated as a separate document	Incorporated as a separate document

CROSS REFERENCE LIST RELATING TO CASH-FLOW STATEMENTS OF SG ISSUER

References to pages below are to those of the SGIS Cash Flow Statements.

SG Issuer	**2010 SGIS Cash Flow Statements**	**2011 SGIS Cash Flow Statements**
Statutory auditor's report	1-2	1-2
Cash-flow statements	3	3
Notes to the Cash-flow statements	4	4

CROSS REFERENCE LIST FOR THE ISSUERS PREVIOUS BASE PROSPECTUSES

References to pages below are to those of the Previous Base Prospectuses. The parts of each of the following document that are not incorporated by reference are either not relevant for the investor or covered in another part of this Base Prospectus.

PREVIOUS BASE PROSPECTUSES	
2005 Base Prospectuses	
- January 2005 Base Prospectus	Terms and Conditions of the Notes – pages 33-59
- July 2005 Base Prospectus	Terms and Conditions of the Notes – pages 50-103 Supplement dated 24 August 2005 – pages 1-2 Supplement dated 7 September 2005 – pages 1-7 Supplement dated 16 September 2005 – pages 1-4 Supplement dated 20 September 2005 – pages 1-5
2006 Base Prospectus	Terms and Conditions of the Notes – pages 73-210
2007 Base Prospectus	Terms and Conditions of the Notes – pages 80-241 Supplement dated 7 June 2007 – page 1 Supplement dated 18 September 2007 – page 2
2008 Base Prospectus	Terms and Conditions of the Notes – pages 125-292 Supplement dated 2 September 2008 – pages 2-3 Supplement dated 1 December 2008 – pages 9-43

2009 Base Prospectus	Terms and Conditions of the Notes – pages 134-318 Supplement dated 24 February 2010 – pages 3-6
2010 Base Prospectus	Terms and Conditions of the Notes – pages 232-442 Supplement dated 17 May 2010 – pages 3-4 Supplement dated 13 October 2010 – page 2 and pages 4-155
2011 Base Prospectus	Terms and Conditions of the Notes – pages 256-487 Supplement dated 12 May 2011 – pages 2-3 Supplement dated 16 June 2011 – pages 3-4 Supplement dated 18 August 2011 – pages 8-25 Supplement dated 7 October 2011 – page 8
2012 Base Prospectus	Terms and Conditions of the Notes – pages 179-406 Supplement dated 16 May 2012 – pages 4-7 Supplement dated 13 August 2012 – pages 4-6 Supplement dated 24 October 2012 – pages 3-28

FINAL TERMS OR DRAWDOWN PROSPECTUS

In this section the expression "**necessary information**" means, in relation to any Tranche of Notes, the information necessary to enable investors to make an informed assessment of the assets and liabilities, financial position, profits and losses and prospects of the Issuers and the Guarantor and of the rights attaching to the Notes. In relation to the different types of Notes which may be issued under the Programme, the Issuers and the Guarantor have endeavoured to include in this Base Prospectus all of the necessary information except for information relating to the Notes which is not known at the date of this Base Prospectus and which can only be determined at the time of an individual issue of a Tranche of Notes.
Any information relating to the Notes which is not included in this Base Prospectus and which is required in order to complete the necessary information in relation to a Tranche of Notes will therefore be contained either in the relevant Final Terms or in a Drawdown Prospectus. Such information will be contained in the relevant Final Terms unless any of such information constitutes a significant new factor relating to the information contained in this Base Prospectus in which case such information, together with all of the other necessary information in relation to the relevant series of Notes, will be contained in a Drawdown Prospectus.

For a Tranche of Notes which is the subject of Final Terms, those Final Terms will, for the purposes of that Tranche only, complete the Terms and Conditions of the Notes and this Base Prospectus and must be read in conjunction with this Base Prospectus. The terms and conditions applicable to any particular Tranche of Notes which is the subject of Final Terms are the Terms and Conditions of the Notes as completed to the extent described in the relevant Final Terms or Drawdown Prospectus, as the case may be. The terms and conditions applicable to any particular Tranche of Notes which is the subject of a Drawdown Prospectus will be the Conditions as supplemented to the extent described in the relevant Drawdown Prospectus. In the case of a Tranche of Notes which is the subject of a Drawdown Prospectus, each reference in this Base Prospectus to information being specified or identified in the relevant Final Terms shall be read and construed as a reference to such information being specified or identified in the relevant Drawdown Prospectus unless the context requires otherwise.

An Issuer and, if applicable, the Guarantor, may agree with any Dealer that Notes may be issued, offered to the public, and/or admitted to trading on a regulated market in a form not contemplated by the Terms and Conditions of the Notes described in this Base Prospectus, in which event a Drawdown Prospectus will be submitted for approval to the relevant competent authority and will be made available. In the case of a Tranche of Notes which is the subject of a Drawdown Prospectus, each reference in this Base Prospectus to information being specified or identified in the relevant Final Terms shall be read and construed as a reference to such information being specified or identified in the relevant Drawdown Prospectus unless the context requires otherwise. The terms and conditions applicable to any particular Tranche of Notes which is the subject of a Drawdown Prospectus will be the Terms and Conditions of the Notes as supplemented, amended and/or replaced to the extent described in the relevant Drawdown Prospectus.
In accordance with Article 5.3 of the Prospectus Directive, the Drawdown Prospectus will be drawn up as a single document, incorporating by reference, if applicable, the relevant parts of the Base Prospectus.

SUPPLEMENT TO THE BASE PROSPECTUS

If at any time the Issuers shall be required to prepare a supplement to this Base Prospectus pursuant to Article 16 of the Prospectus Directive, the Issuers will prepare and make available an appropriate amendment or supplement to this Base Prospectus or a further Base Prospectus which, in respect of any subsequent issue of Notes to be listed and admitted to trading on a regulated market shall constitute a supplement to the Base Prospectus as required by Article 16 of the Prospectus Directive and shall supply each Dealer with such number of copies of such supplement hereto as such Dealer may reasonably request.

The Issuer has given an undertaking to the Dealers that if at any time during the duration of the Programme there is a significant new factor, material mistake, inaccuracy or omission relating to information contained in this Base Prospectus which is capable of affecting the assessment of any Notes and whose inclusion in or removal from this Base Prospectus is necessary, for the purpose of allowing an investor to make an informed assessment of the assets and liabilities, financial position, profits and losses and prospects of the Issuer, the Group and the rights attaching to the Notes, the Issuer shall prepare an amendment or supplement to this Base Prospectus or publish a replacement Base Prospectus for use in connection with any subsequent offering of the Notes, and shall supply each Dealer with such number of copies of such supplement hereto as such Dealer may reasonably request.

Following the publication of this Base Prospectus, the Issuers and the Guarantor will, in the event of any significant new factor, material mistake or inaccuracy relating to information included in this Base Prospectus which is capable of affecting the assessment of any Notes, prepare a supplement to this Base Prospectus (a **Supplement**) in accordance with Article 16 of the Prospectus Directive or publish a new prospectus for use in connection with any subsequent issue of Notes. Such Supplement as prepared will have to be approved by the CSSF and the SIX Swiss Exchange, in accordance with the listing rules of the SIX Swiss Exchange. Statements contained in any such Supplement (or contained in any document incorporated by reference therein) shall, to the extent applicable (whether expressly, by implication or otherwise), be deemed to modify or supersede statements contained in this Base Prospectus or in a document which is incorporated by reference in this Base Prospectus. Any statement so modified or superseded shall not, except as so modified or superseded, constitute a part of this Base Prospectus.

In the case of Notes subject to a non exempt offer to the public, in accordance with Article 16.2 of the Prospectus Directive, investors who have already agreed to purchase or subscribe for Notes before any Supplement is published have the right, exercisable within two working days after the publication of this Supplement, to withdraw their acceptances.

FORM OF THE NOTES

1. DEFINITIONS

The following terms shall have the following meanings when used in this section:

Bearer Notes means Notes in bearer form.

Bearer SIS Notes means CHF SIS Notes and Other SIS Notes which are, or are intended to be, deposited with SIS or any other clearing institution in Switzerland recognised for such purposes by the SIX Swiss Exchange.

CHF SIS Notes means Bearer SIS Notes denominated in Swiss Francs.

Dematerialised Notes means Notes in dematerialised form.

English Law Notes means Bearer Notes, Registered Notes, SIS Notes and EUI Notes which are governed by English law.

EUI or **CREST** means Euroclear UK & Ireland Limited (formerly known as CRESTCo Limited).

EUI Notes means Notes issued in uncertificated and dematerialised book-entry form, cleared and settled through a central securities depositary and clearing institution, being either EUI or CREST or any other central securities depositary and clearing institution as specified in the applicable Final Terms.

Euroclear Finland means Euroclear Finland Ltd.

Euroclear Sweden means Euroclear Sweden AB.

French Law Notes means Materialised Notes and Dematerialised Notes which are governed by French law.

Materialised Notes means Notes in materialised form.

Other SIS Notes means Bearer SIS Notes denominated in a currency approved by SIS other than Swiss Francs.

Registered Notes means Notes in certificated registered form.

SIS means the Swiss securities services corporation, SIX SIS Ltd.

SIS Notes means Bearer SIS Notes and Uncertificated SIS Notes.

SIS Swiss Exchange means the Swiss Swiss Exchange Ltd.

Swedish Notes means Notes in bearer form.

Uncertificated Finnish Notes means Notes issued in uncertificated and dematerialised book-entry form, cleared and settled through a central securities depositary and clearing institution, being either Euroclear Finland or any other central securities depositary and clearing institution as specified in the applicable Final Terms.

Uncertificated Nordic Notes means Uncertificated Swedish Notes, Uncertificated Norwegian Notes and Uncertificated Finnish Notes.

Uncertificated Norwegian Notes means Notes issued in uncertificated and dematerialised book-entry form, cleared and settled through a central depositary and clearing institution, being the Norwegian Central Security Depositary (**Verdipapirsentralen**) or any other central securities depositary and clearing institution as specified in the applicable Final Terms.

Uncertificated Notes means Uncertificated Nordic Notes, Uncertificated SIS Notes and EUI Notes.

Uncertificated SIS Notes means SIS Notes in uncertificated and dematerialised book-entry form which are, or are intended to be, registered with SIS or any other clearing institution in Switzerland recognised for such purposes by the SIX Swiss Exchange.

Uncertificated Swedish Notes means Notes issued in uncertificated and dematerialised book-entry form, cleared and settled through a central securities depositary and clearing institution, being either Euroclear Sweden or any other central securities depositary and clearing institution as specified in the applicable Final Terms.

2. ENGLISH LAW NOTES (OTHER THAN SIS NOTES AND EUI NOTES)

Each Tranche of English Law Notes will be either Bearer Notes (with or without Receipts or Coupons attached) issued outside the United States in reliance on the exemption from registration provided by Regulation S or Registered Notes (without Receipts or Coupons attached) issued outside the United States in reliance on the exemption from registration provided by Regulation S and/or within the United States in reliance on Rule 144A.

2.1 Bearer Notes

Each Tranche of Bearer Notes will be initially issued in the form of a Temporary Global Note or, if so specified in the applicable Final Terms, a Permanent Global Note which, in either case, will:

- if the Global Notes are intended to be issued in new global note (hereinafter **New Global Note** or **NGN**) form, as stated in the applicable Final Terms, be delivered on or prior to the original issue date of the Tranche to a common safekeeper (the **Common Safekeeper**) for Euroclear Bank S.A./N.V. (**Euroclear**) and Clearstream Banking, *société anonyme* (**Clearstream, Luxembourg**); and

- if the Global Notes are not intended to be issued in NGN Form, be delivered on or prior to the original issue date of the Tranche to a common depositary (the **Common Depositary**) for Euroclear and Clearstream, Luxembourg.

Bearer Global Notes as defined under the Terms and Conditions of the English Law Notes and the Uncertificated Notes will only be transferable in accordance with the rules and procedures for the time being of Euroclear or Clearstream, Luxembourg as the case may be.

The Bearer Notes of each Tranche offered and sold in reliance on Regulation S may not be offered or sold in the United States or to, or for the benefit or account of, a U.S. Person, and such Bearer Notes will bear a legend regarding such restrictions on transfer. Any future transfer, resale, pledge or delivery of such Bearer Notes or any interest therein may only be made in compliance with the resale provisions set forth in Regulation S of the Securities Act.

In the event that a Global Note held on behalf of Euroclear and/or Clearstream, Luxembourg (or any part thereof) has become due and repayable in accordance with the Conditions or that the Maturity Date has occurred and, in either case, payment in full of the amount due has not been made to the bearer in accordance with the Conditions, the Global Note will become void. At the same time, accountholders with Euroclear and/or Clearstream, Luxembourg having such Notes (other than Definitive Bearer Notes, as defined in the Terms and Conditions of the English Law Notes and the Uncertificated Notes) credited to their accounts will become entitled to proceed directly against the Issuer, on the basis of statements

of account provided by Euroclear and/or Clearstream, Luxembourg, under the terms of a deed of covenant (the **Deed of Covenant**) dated 29 April 2013 and executed by each Issuer.

2.2 Registered Notes

The Registered Notes of each Tranche offered and sold in reliance on Regulation S, which will be sold to non-U.S. persons outside the United States, will initially be represented by a Regulation S Global Note or a Non-U.S. Registered Global Note (in each case, as defined in English law Condition 1.2.9). Beneficial interests in a Regulation S Global Note may not be offered or sold to, or for the account or benefit of, a U.S. Person save as otherwise provided in English law Condition 1.2 and prior to the expiry of the Distribution Compliance Period (as defined in the Agency Agreement) may not be held otherwise than through Euroclear or Clearstream, Luxembourg and such Regulation S Global Note will bear a legend regarding such restrictions on transfer.

Non-U.S. Registered Notes, or any interest therein, may not at any time be offered, sold, resold, traded, pledged, redeemed, transferred or delivered, directly or indirectly, in the United States or to, or for the account or benefit of, a U.S. Person and any offer, sale, resale, trade, pledge, redemption, transfer or delivery made, directly or indirectly, within the United States or to, or for the account or benefit of, a U.S. Person will not be recognised. Non-U.S. Registered Global Notes may not be legally or beneficially owned at any time by any U.S. Person and accordingly are being offered and sold outside the United States to persons that are not U.S. persons in reliance on Regulation S, interests therein may not be held otherwise than through Euroclear or Clearstream, Luxembourg and such Non-U.S. Registered Notes will bear a legend regarding such restrictions on transfer.

The Registered Notes of each Tranche offered and sold in the United States or to U.S. Persons in private transactions to QIBs that are also QPs will initially be represented by a Rule 144A Global Note (each as defined in English law Condition 1.2.9). Any Rule 144A Global Note will be subject to certain restrictions on transfer set forth therein and will bear a legend regarding such restrictions.

The Registered Notes of each Tranche eligible for sale in the United States to QIBs pursuant to Rule 144A and to non-U.S. persons outside the United States in reliance on Regulation S may initially be represented by a Combined Global Note (as defined in English law Condition 1.2.9). Any Combined Global Note will be subject to certain restrictions on transfer set forth therein and will bear a legend regarding such restrictions.

Registered Global Notes (being Rule 144A Global Notes, Regulation S Global Notes, Combined Global Notes or Non-U.S. Registered Global Notes) will either (i) be deposited with a custodian for, and registered in the name of a nominee of, the Depository Trust Company (hereinafter the **DTC**) (in the case of Rule 144A Global Notes and Regulation S Global Notes only) or (ii) be deposited with a Common Depositary for Euroclear and Clearstream, Luxembourg, and registered in the name of a common nominee of, Euroclear and Clearstream, Luxembourg or, in the case of Registered Global Notes issued under the NSS, registered in the name of a nominee of one of the ICSDs acting as Common Safekeeper, as specified in the applicable Final Terms. Persons holding beneficial interests in Registered Global Notes will be entitled or required, as the case may be, under the circumstances described below, to receive physical delivery of Definitive Registered Notes (as defined under the Terms and Conditions of the English Law Notes and the Uncertificated Notes).

For so long as any of the Notes is represented by a Registered Global Note issued under the NSS and held by a Common Safekeeper on behalf of Euroclear and/or Clearstream, Luxembourg, each person who is for the time being shown in the records of Euroclear and/or Clearstream, Luxembourg as entitled to a particular nominal amount of Notes shall be deemed to be the Holder of such nominal amount of Notes for all purposes other than with respect to the payment of principal, premium (if any), interest or other amounts on such Notes, for which purpose such Common Safekeeper shall be deemed to be the Holder of such nominal amount of Notes in accordance with and subject to the terms of the relevant Global Note.

Payments of principal, interest and any other amount in respect of the Registered Global Notes will, in the absence of provision to the contrary, be made to the person shown on the Register (as defined in English law Condition 4.4) as the registered holder of the Registered Global Notes. None of the Issuer, the Guarantor, or any Agent will have any responsibility or liability for any aspect of the records relating to or payments or deliveries made on account of beneficial ownership interests in the Registered Global Notes or for maintaining, supervising or reviewing any records relating to such beneficial ownership interests.

Payments of principal, interest or any other amount in respect of Definitive Registered Notes will, in the absence of provision to the contrary, be made to the persons shown on the Register on the relevant Record Date (as defined in English law Condition 4.4) immediately preceding the due date for payment in the manner provided in that Condition.

Interests in a Registered Global Note may, subject to compliance with all applicable restrictions, be transferred to a person who wishes to hold such interest in another Registered Global Note. No beneficial owner of an interest in a Registered Global Note will be able to transfer such interest, except in accordance with the applicable procedures of DTC, Euroclear and Clearstream, Luxembourg, in each case to the extent applicable.

2.3 Eurosystem eligibility

New Global Notes and Registered Global Notes issued under the NSS may be issued with the intention that such Notes be recognised as eligible collateral for Eurosystem monetary policy and intra-day credit operations by the Eurosystem, either upon issue or at any or all times during their life. Such recognition will depend upon satisfaction of the Eurosystem eligibility criteria as specified by the European Central Bank. However, there is no guarantee that such Notes will be recognised as eligible collateral. Any other Notes are not intended to be recognised as eligible collateral for Eurosystem monetary policy and intra-day credit operations by the Eurosystem.

2.4 Swedish Notes

Beneficial interests in the Swedish Notes will be held in uncertificated and dematerialised book-entry form with a Swedish central securities depositary (**Swedish CSD**) which will be Euroclear Sweden or any successor acceptable to the Issuer. Euroclear Sweden is a subsidiary within the Euroclear group of companies. Euroclear Sweden is a limited liability company. It is authorised and regulated by the Swedish Financial Supervisory Authority as a central securities depository within the meaning of the Swedish Financial Instruments Accounts Act (Sw. *lag (1998:1419) om kontoföring av finansiella instrument*) (as amended) and as a clearing organisation within the meaning of the Swedish Securities Markets Act *(*Sw. *lag 2007:528) om värdepappersmarknaden*) (as amended). All transactions relating to the beneficial interests in the Swedish Notes (such as issuance, sale and transfer, pledge arrangements and other dispositions and redemptions) are executed as computerised book-entry registrations. Consequently, in order to effect such entries beneficial owners must establish a book-entry account through a credit institution or a securities firm acting as an account operator with Euroclear Sweden. More information regarding Euroclear Sweden and its rules and operating procedures can be found at its internet web site at http://www.euroclear.eu.

Any and all Global Notes issued in respect of Swedish Notes will be deposited upon issuance with a common depository for Euroclear, as operator of the Euroclear system and Clearstream. This Series of Swedish Notes will be shown in the records of Euroclear as being held by the Swedish CSD. The Swedish CSD will hold all interests in this Series of Swedish Notes for the sole purpose of enabling clearing and settlement of such interests in uncertificated and dematerialised book-entry form in the records maintained by the Swedish CSD in accordance with the CSD Rules for the benefit of the ultimate beneficial owners. Beneficial interests in the Swedish Notes will be shown in the records of the Swedish CSD pursuant to such agreement(s) as may be entered into between the Issuer and the Swedish CSD in relation to this Series of Swedish Notes. Such beneficial interests in the Swedish Notes shown in the records of the Swedish CSD will be treated as negotiable instruments and not subject to

any restrictions on free negotiability under Swedish law. No beneficial owner is entitled to transfer (and the Swedish CSD will not allow any such transfer), any Swedish Note directly to the records of Euroclear and thereby removing such Swedish Notes from the records of the Swedish CSD. Other than as described in the provisions regarding exchange into Definitive Bearer Notes described in the section "Exchange upon the occurrence of an Exchange Event", no global or definitive Notes or other physical notes or certificates will be issued in respect of any Swedish Notes shown in the records of the Swedish CSD.

The Swedish Notes will be shown in the records of the Swedish CSD pursuant to such agreement(s) as may be entered into in relation to any Series of Swedish Notes between, *inter alia*, the Issuer and the Swedish Issuer agent (the **Swedish Issuer Agent**) specified in the Final Terms.

3. EUI NOTES

EUI Notes will be held in registered uncertificated form in accordance with the Uncertificated Securities Regulations 2001, including any modification or re-enactment thereof for the time being in force (the **Regulations**) and as such are dematerialised and not constituted by any physical document of title. The EUI Notes are participating securities for the purposes of the Regulations. Title to the EUI Notes is recorded on the relevant Operator register of corporate securities. The EUI Agent on behalf of the Issuer shall, in relation to the EUI Notes, maintain a record of uncertificated corporate securities in accordance with the records of Euroclear UK & Ireland Limited (**EUI** or **CREST**) (formerly known as CRESTCo Limited) (the **Record**) and shall procure that the Record is regularly updated to reflect the Operator register of corporate securities in accordance with the rules and practices from time to time of the Operator. Subject to this requirement, (i) each person who is for the time being shown in the Record as the holder of a particular number of EUI Notes shall be treated by the Issuer and the EUI Agent as the holder of such number of EUI Notes for all purposes (and the expression **EUI Holder** and related expressions shall be construed accordingly), and (ii) neither the Issuer, the Guarantor nor the EUI Agent shall be liable in respect of any act or thing done or omitted to be done by it or on its behalf in reliance upon the assumption that the particulars entered in the Record which the EUI Agent maintains are in accordance with particulars entered in the Operator register of corporate securities relating to the EUI Notes. For the avoidance of doubt, in the event of any differences in information contained in the Record and the register of EUI Notes in registered form kept at the Issuer's registered office, the register kept at the Issuer's registered office shall prevail for Luxembourg law purposes.

No provision of the Conditions of any EUI Notes shall apply or have effect to the extent that it is in any respect inconsistent with (i) the holding of title to EUI Notes (ii) the transfer of title to EUI Notes by means of a relevant system or (iii) the Regulations. Without prejudice to the generality of the preceding sentence and notwithstanding anything contained in the Conditions of any EUI Notes, so long as the EUI Notes are participating securities, (a) any EUI Notes which are not for the time being in all respects identical to, or do not for the time being have rights attached thereto identical in all respects to those attached to, other EUI Notes of the same Series shall be deemed to constitute a separate Series of EUI Notes, (b) the Operator register of corporate securities relating to the EUI Notes shall be maintained at all times in the United Kingdom, (c) the EUI Notes may be issued in uncertificated form in accordance with and subject as provided in the Regulations; and (d) for the avoidance of doubt, the Conditions of any EUI Notes shall remain applicable notwithstanding that they are not endorsed on any certificate for such EUI Notes.

As used herein each of "Operator register of corporate securities", "participating securities", "record of uncertificated corporate securities" and "relevant system" is as defined in the Regulations and the relevant "Operator" (as such term is used in the Regulations) is EUI (formerly CRESTCo Limited) or any additional or alternative operator from time to time approved by the Issuer, the Guarantor and the EUI Agent in relation to the EUI Notes and in accordance with the Regulations. Any reference herein to the Operator shall, whenever the context so permits, be deemed to include a reference to any such additional or alternative Operator from time to time and notified to the EUI Holders.

Any indication herein that the Operator "shall" do, or similar expression or phrase indicating that they are obliged to or will carry out any role or obligation described in these Conditions and/or the applicable Final Terms, as the case may be, is given without any assumption by the Issuer, the Guarantor, the EUI Agent or the Calculation Agent, of responsibility or liability for the performance of the Operator.

In respect of dematerialised CREST depository interests (**CDIs**), investors will hold CDIs constituted and issued by CREST Depository Limited and representing indirect interests in the Notes. The CDIs will be issued and settled through CREST.

Neither the Notes nor any rights thereto will be issued, held, transferred or settled within the CREST system otherwise than through the issue, holding, transfer and settlement of CDIs.

Holders of CDIs will not be entitled to deal directly in Notes and accordingly all dealings in the Notes will be effected through CREST in relation to holding of CDIs.

All references in this Base Prospectus to "EUI Notes" shall, where the context admits, include CDIs.

EUI Notes and any non-contractual obligations arising out of or in connection with the Notes will be governed by English law.

4. UNCERTIFICATED NORDIC NOTES

The Issuer may issue Uncertificated Nordic Notes which will be either Uncertificated Swedish Notes, Uncertificated Finnish Notes or Uncertificated Norwegian Notes . The holder of an Uncertificated Nordic Note will be the person appearing in the register of the relevant securities depositary and clearing institution in accordance with the legislation, rules and regulations applicable to, and/or issued by, the relevant central securities depositary and clearing institution, being initially Euroclear Sweden, Euroclear Finland and the Norwegian Central Security Depositary (**Verdipapirsentralen**). Uncertificated Nordic Notes will be transferable, and payments of principal and interest (if any) thereon will be made, in accordance with such legislation, rules and regulations as further described in the Terms and Conditions of the English Law Notes and the Uncertificated Notes. Uncertificated Nordic Notes which are designated in the applicable Final Terms to be Permanently Restricted Notes, or any interest therein, may not at any time be offered, sold, resold, traded, pledged, redeemed, transferred or delivered, directly or indirectly, in the United States or to, or for the account or benefit of, a U.S. Person and any offer, sale, resale, trade, pledge, redemption, transfer or delivery made, directly or indirectly, within the United States or to, or for the account or benefit of, a U.S. Person will not be recognised. Uncertificated Nordic Notes which are designated in the applicable Final Terms to be Permanently Restricted Notes may not be legally or beneficially owned at any time by any U.S. Person and accordingly are being offered and sold outside the United States to persons that are not U.S. Persons in reliance on Regulation S.

Uncertificated Nordic Notes which are not designated as Permanently Restricted Notes, or any interest therein, may not be offered or sold in the United States or to, or for the account or benefit of, a U.S. Person except pursuant to an exemption from the registration requirements of the Securities Act in a transaction that will not cause the Issuer or the Guarantor, as the case may be, to become required to register under the Investment Company Act.

Uncertificated Swedish Notes will be governed by Swedish law, Uncertificated Finnish Notes will be governed by Finnish law and Uncertificated Norwegian Notes will be governed by Norwegian law.

5. SIS NOTES

Each Tranche of SIS Notes will be issued either as (i) Bearer SIS Notes or as (ii) Uncertificated SIS Notes, in each case, which are, or are intended to be, deposited or registered with and cleared through SIS or any other clearing institution in Switzerland recognised for such purposes by the SIX Swiss Exchange (SIS or any other such intermediary, the **Intermediary**). The applicable Final Terms will

indicate whether SIS Notes are CHF SIS Notes or Other SIS Notes or Uncertificated SIS Notes.

5.1 Bearer SIS Notes

Each Tranche of Bearer SIS Notes will be represented by a permanent global Note (**Permanent Global SIS Note**) which will be deposited by the Principal Swiss Paying Agent with the Intermediary on or prior to the original issue date of the Tranche. Once the Permanent Global SIS Note has been deposited with the Intermediary and entered into the accounts of one or more participants of the Intermediary, the Bearer SIS Notes represented thereby will constitute intermediated securities (*Bucheffekten*) within the meaning of the Swiss Federal Intermediated Securities Act (*Bucheffektengesetz*) (**Intermediated Securities**).

Each holder of Bearer SIS Notes shall have a quotal co-ownership interest (*Miteigentumsanteil*) in the Permanent Global SIS Note representing such Bearer SIS Notes to the extent of his claim against the Issuer, provided that, for so long as the Permanent Global SIS Note remains deposited with the Intermediary, the co-ownership interest shall be suspended and such Bearer SIS Notes may only be transferred by the entry of the transferred Bearer SIS Notes in a securities account (*Effektenkonto*) of the transferee.

The records of the Intermediary will determine the number of Bearer SIS Notes held through each participant of the Intermediary. In respect of Bearer SIS Notes held in the form of Intermediated Securities, the holders of such Bearer SIS Notes will be the persons holding such Bearer SIS Notes in a securities account (*Effektenkonto*) that is in their name, or, in the case of intermediaries (*Verwahrungsstellen*), the intermediaries holding such Bearer SIS Notes for their own account in a securities account that is in their name (and the terms "Noteholder" and "holder of Notes" and related expressions shall be construed accordingly).

Bearer SIS Notes denominated in Swiss Francs benefit from a limited exception to the certification requirement of the TEFRA D Rules, if such Bearer SIS Notes fulfil the relevant requirements set out below. Bearer SIS Notes denominated in Swiss Francs which fulfil these requirements are hereinafter referred to as **CHF SIS Notes**. Bearer SIS Notes denominated in Swiss Francs that do not fulfil these requirements and Bearer SIS Notes denominated in a currency approved by SIS other than Swiss Francs are hereinafter referred to as **Other SIS Notes.** Other SIS Notes may be subject to additional selling restrictions and additional U.S. tax disclosure as set out in the applicable Final Terms.

Special procedures must be followed for CHF SIS Notes in order for such Notes to be exempt from Certification (as defined below). Each of the relevant Dealers must have represented and agreed in the Programme Agreement that (a) it will comply with U.S. selling restrictions in so far as they apply to CHF SIS Notes and (b) the offering and sale of the CHF SIS Notes has been and will be conducted in accordance with Swiss laws and regulations. The following criteria must be fulfilled in order for the limited exception to the certification requirement of the TEFRA D Rules to apply:

- the interest on, and the principal of, the CHF SIS Notes are denominated only in Swiss Francs;
- the interest on, and the principal of, the CHF SIS Notes are payable only in Switzerland;
- the CHF SIS Notes are offered and sold in accordance with Swiss customary practice and documentation;
- the relevant Dealers agree to use reasonable efforts to sell the CHF SIS Notes within Switzerland;
- the CHF SIS Notes are not listed, or subject to an application for listing, on an exchange located outside Switzerland;
- the issuance of the CHF SIS Notes is subject to guidelines or restrictions imposed by Swiss governmental, banking or securities authorities; and
- more than 80 per cent. by value of the CHF SIS Notes included in the offering of which they are part are offered and sold to non-Dealers by Dealers maintaining an office located in Switzerland.

No holder of Bearer SIS Notes will at any time have the right to effect or demand the conversion of the Permanent Global SIS Note representing such Bearer SIS Notes into, or the delivery of, Bearer SIS

Notes in definitive form (**Definitive Bearer SIS Notes**) or uncertificated form.

No physical delivery of the Bearer SIS Notes shall be made unless and until Definitive Bearer SIS Notes have been printed. The relevant Permanent Global SIS Note will only be exchangeable, in whole, but not in part, for Definitive Bearer SIS Notes and Definitive Bearer SIS Notes may only be printed upon the occurrence of a Bearer SIS Notes Exchange Event (as defined below in the section "*Exchange upon the occurrence of an Exchange Event*"). Upon the occurrence of a Bearer SIS Notes Exchange Event, the Principal Swiss Paying Agent or the relevant lead manager, as the case may be, shall provide for the printing of Definitive Bearer SIS Notes without cost to the holders of the relevant Bearer SIS Notes. If Definitive Bearer SIS Notes are delivered, the relevant Permanent Global SIS Note will immediately be cancelled by the Principal Swiss Paying Agent or the relevant lead manager, as the case may be, and the Definitive Bearer SIS notes shall be delivered to the relevant holders against cancellation of the relevant Bearer SIS Notes in such holders' securities accounts.

Bearer SIS Notes and any non-contractual obligations arising out of or in connection with the Notes will be governed by English law.

5.2 Uncertificated SIS Notes

Each Tranche of Uncertificated SIS Notes will be entered into the main register (*Hauptregister*) of the Intermediary on or prior to their issue date. Once the Uncertificated SIS Notes are registered in the main register of the Intermediary, the Uncertificated SIS Notes will constitute Intermediated Securities.

So long as the Uncertificated SIS Notes constitute Intermediated Securities, they may only be transferred by the entry of the transferred Uncertificated SIS Notes in a securities account of the transferee.

The records of the Intermediary will determine the number of Uncertificated SIS Notes held through each participant in the Intermediary. In respect of Uncertificated SIS Notes held in the form of Intermediated Securities, the holders of such Uncertificated SIS Notes will be the persons holding such Uncertificated SIS Notes in a securities account (*Effektenkonto*) that is in their name, or, in case of intermediaries (*Verwahrungsstellen*), the intermediaries holding such Uncertificated SIS Notes for their own account in a securities account that is in their name (and the terms "Noteholder" and "holder of Notes" and related expressions shall be construed accordingly).

No holder of Uncertificated SIS Notes will at any time have the right to effect or demand the conversion of such Uncertificated SIS Notes into, or the delivery of, a Permanent Global SIS Note or definitive Notes.

Uncertificated SIS Notes and any non-contractual obligations arising out of or in connection with the Notes will be governed by English law.

6. FRENCH LAW NOTES

Each Tranche of French Law Notes will be either Materialised Notes or Dematerialised Notes, as specified in the applicable Final Terms.

French Law Notes which are designated in the applicable Final Terms as Permanently Restricted Notes, or any interest therein, may not be offered or sold in the United States or to, or for the account or benefit of, a U.S. Person. Any future transfer, resale, pledge or delivery of such French Law Notes, or any interest therein, may only be made in compliance with the resale provisions set forth in Regulation S of the Securities Act.

French Law Notes which are not designated in the applicable Final Terms as Permanently Restricted Notes, or any interest therein, may not be offered or sold in the United States or to, or for the account or benefit of, a U.S. Person except pursuant to an exemption from the registration requirements of the

Securities Act in a transaction that will not cause the Issuer or the Guarantor, as the case may be, to become required to register under the Investment Company Act.

6.1 Dematerialised Notes

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

Dematerialised Notes may, at the option of the Issuer, be in bearer dematerialised form (*au porteur*) inscribed as of the Issue Date of the relevant Tranche of Dematerialised Notes in the books of Euroclear France (a subsidiary of Euroclear Bank S.A./N.V. (**Euroclear France**)), which shall credit the accounts of Euroclear France Account Holders (as defined in the Terms and Conditions of the French Law Notes) including Euroclear, the depositary bank for Clearstream, Luxembourg, and in case of French Law Notes listed on SIX Swiss Exchange, the depository bank of SIS, or in registered dematerialised form (*au nominatif*) and, in such latter case, at the option of the relevant Noteholder (as defined in French law Condition 1), in either fully registered form (*nominatif pur*), in which case they will be inscribed in an account maintained by the Issuer or by a registration agent (designated in the applicable Final Terms) for the Issuer, or in administered registered form (*nominatif administré*) in which case they will be inscribed in the accounts of the Euroclear France Account Holders designated by the relevant Noteholders.

One Paris business day before the Issue Date of each Tranche of Dematerialised Notes, the *Lettre Comptable* relating to such Tranche shall be deposited with Euroclear France as central depositary.

6.2 Materialised Notes

Materialised Notes will be in bearer materialised form only and may only be issued outside France. A temporary global certificate in bearer form without Coupons attached (a **Temporary Global Certificate**) will initially be issued in connection with Materialised Notes.

Upon the initial deposit of such Temporary Global Certificate with the Common Depositary, Euroclear or Clearstream, Luxembourg (or, if a subscriber holds an account with a clearing system other than Euroclear or Clearstream, Luxembourg which holds an account directly or indirectly in Euroclear or Clearstream, Luxembourg, such other clearing system) will credit the account of each subscriber of such Notes with a nominal amount of Notes equal to the nominal amount thereof for which it has subscribed and paid.

7. CERTIFICATION AS TO NON-U.S. BENEFICIAL OWNERSHIP

7.1 English Law Bearer Notes

Whilst any Bearer Note (except any Bearer SIS Notes, which are represented by Permanent Global SIS Notes as described above) is represented by a Temporary Global Note, payments of principal, interest (if any) and any other amount payable in respect of the Notes due prior to the Exchange Date (as defined below) will be made (against presentation of the Temporary Global Note if the Temporary Global Note is not intended to be issued in NGN form) only to the extent that certification (in a form to be provided) to the effect that the beneficial owners of interests in such Note are not U.S. Persons or persons who have purchased for resale to any U.S. Person (hereinafter **Certification**), as required by U.S. Treasury regulations, (i) has been received by Euroclear and/or Clearstream, Luxembourg and Euroclear and/or Clearstream, Luxembourg, as applicable, has given a like certification (based on the Certifications it has received) to the Fiscal Agent or, (ii) in the case of a Temporary Global Note or Temporary Global Certificate held otherwise than on behalf of Euroclear and/or Clearstream, Luxembourg, from the holder thereof.

On and after the Exchange Date (as defined below), interests in the Temporary Global Note will be exchangeable (free of charge) upon a request as described therein either for, as applicable, (i) interests in a Permanent Global Note or (ii) Definitive Bearer Notes of the same Series with, where applicable, Receipts, Coupons and/or Talons attached (as indicated in the applicable Final Terms and subject, in the case of Definitive Bearer Notes, to such notice period as is specified in the Permanent Global Note), in accordance with the terms of the Temporary Global Note against Certification as to beneficial ownership as described above and as required by U.S. Treasury regulations unless such Certification has already been given pursuant to the provisions set forth above; provided, however, that if the relevant Global Note is issued in respect of a Tranche of Bearer Notes described as Partly Paid Notes in the applicable Final Terms, such Global Note may be exchanged for Definitive Bearer Notes and (if applicable) Coupons, Receipts and/or Talons as described above only if the final part payment on all such Partly Paid Notes then outstanding has been paid. Exchange of a Temporary Global Note for interests in a Permanent Global Note will only be made if Definitive Bearer Notes have not already been issued. If Definitive Bearer Notes have already been issued, the Temporary Global Note may only thereafter be exchanged for Definitive Bearer Notes pursuant to the terms thereof. The holder of a Temporary Global Note will not be entitled to collect any payment of interest, principal or other amount due on or after the Exchange Date unless, upon due Certification, exchange of the Temporary Global Note for an interest in a Permanent Global Note or, in the case of Bearer Notes, for Definitive Bearer Notes is improperly withheld or refused.

Payments of principal, interest (if any) or any other amounts on a Permanent Global Note will be made through Euroclear and/or Clearstream, Luxembourg, as applicable, to or to the order of the holder thereof (against presentation or surrender (as the case may be) of the Permanent Global Note if the Permanent Global Note is not intended to be issued in NGN form) without any requirement for Certification.

7.2 French Law Materialised Notes

French Law Notes represented by a Temporary Global Certificate will be exchangeable in whole, but not in part, free of charge to the holder, on or after the Exchange Date (as defined below) for materialised bearer Notes in definitive form (any such Notes, **Definitive Materialised Bearer Notes**), with, where applicable, Receipts, Coupons and/or Talons attached:

- if the applicable Final Terms indicates that such Temporary Global Certificate is issued in compliance with the TEFRA C Rules or in a transaction to which TEFRA rules are not applicable; and

- otherwise, upon certification as to non-U.S. beneficial ownership in the form set out in the French Law Agency Agreement (as defined in the Terms and Conditions of the French Law Notes) for Definitive Materialised Bearer Notes.

On or after the Exchange Date, the holder of a Temporary Global Certificate may surrender such Temporary Global Certificate to or to the order of the Fiscal Agent (as defined in the French Law Agency Agreement). In exchange for any Temporary Global Certificate, the Issuer will deliver, or procure the delivery of, duly executed and authenticated Definitive Materialised Bearer Notes. Definitive Materialised Bearer Notes will be security printed at the expense of the Issuer in accordance with any applicable legal and stock exchange requirements in or substantially in the form set out in the French Law Agency Agreement.

For the purposes of this section "*Certification as to non-U.S. beneficial ownership*", the **Exchange Date** shall be the day immediately following the later of (i) 40 days after the Temporary Global Note or, as the case may be, Temporary Global Certificate is issued and (ii) 40 days after the completion of the distribution of the relevant Tranche, as certified by the relevant Dealer (in the case of a non-syndicated issue) or the relevant lead manager (in the case of a syndicated issue).

8. DEED OF COVENANT

If any Global Note (other than Permanent Global SIS Note) has become due and repayable in accordance with its terms and conditions or if the Maturity Date of such Note has occurred and payment in full of the amount due has not been made in accordance with the provisions of the Bearer Global Note, then the Bearer Global Note will become void at 8.00 p.m. (London time) on such day. At the same time, holders of interests in such Bearer Global Note credited to their accounts with Euroclear and/or Clearstream, Luxembourg, as the case may be, will become entitled to proceed directly against the Issuer on the basis of statements of account provided by Euroclear and/or Clearstream, Luxembourg on and subject to the terms of the Deed of Covenant.

9. EXCHANGE UPON THE OCCURRENCE OF AN EXCHANGE EVENT

The applicable Final Terms with respect to any English Law Notes issued in global form (other than SIS Notes) will specify that the relevant Permanent Global Note or Registered Global Note (as applicable) will be exchangeable (free of charge), in whole but not in part, for Definitive Bearer Notes with, where applicable, Receipts, Coupons and/or Talons attached, or, as the case may be, Definitive Registered Notes, upon not less than 60 days' written notice given to the Fiscal Agent from or on behalf of, as the case may be, Euroclear and/or Clearstream, Luxembourg acting on the instructions of any holder of an interest in the Permanent Global Note or Registered Global Note as described therein (unless otherwise specified in the applicable Final Terms) or, in the case of a Permanent Global Note, if such Note is held otherwise than on behalf of Euroclear or Clearstream, Luxembourg, the bearer thereof, in the event of the occurrence of any of the circumstances described in (i), (ii), (iii), (iv) or (v) below (each, an **Exchange Event**) or by the Issuer in the event of the occurrence of the circumstances described in (iv) below: (i), if applicable, an Event of Default (as defined in English law Condition 8) has occurred and is continuing; (ii) in the case of Registered Notes registered in the name of a nominee for DTC, either DTC has notified the Issuer that it is unwilling or unable to continue to act as depositary for the Notes and no alternative clearing system is available or DTC has ceased to constitute a clearing agency registered under the Exchange Act; (iii) in the case of a Permanent Global Note or a Registered Global Note registered in the name of a common depositary for Euroclear and/or Clearstream, Luxembourg, the Issuer has been notified that both Euroclear and Clearstream, Luxembourg have been closed for business for a continuous period of 14 days (other than by reason of holiday, statutory or otherwise) or announce an intention permanently to cease business or have in fact done so and no successor clearing system is available; (iv) on the occasion of the next payment in respect of any Bearer Notes, the Issuer would be required to pay additional amounts as referred to in English law Condition 6 and such payment would not be required were the Notes in definitive form; provided, however, that if the relevant Global Note is issued in respect of a Tranche of Bearer Notes described as Partly Paid Notes in the applicable Final Terms, such Global Note may be exchanged for Definitive Notes and (if applicable) Coupons, Receipts and/or Talons as described above only if the final part payment on all such Partly Paid Notes then outstanding has been paid; or (v) in the case of Registered Notes, the Issuer has or will become subject to adverse tax consequences which would not be suffered were such Registered Notes represented by a Registered Definitive Note. The Issuer will promptly give notice to Noteholders in accordance with English law Condition 13 if an Exchange Event occurs. In the event of the occurrence of an Exchange Event, DTC, Euroclear and/or Clearstream, Luxembourg (acting on the instructions of any holder of an interest in such Registered Global Note) may give notice to the Fiscal Agent or, as the case may be, the Registrar requesting exchange and, in the event of the occurrence of an Exchange Event as described in (v) above, the Issuer may also give notice to the Registrar requesting exchange. Any such exchange shall occur not later than 10 days after the date of receipt of the first relevant notice by the Registrar.

In respect of Bearer SIS Notes, the Permanent Global SIS Note will not be exchangeable at the option of the holders of such Bearer SIS Notes, but may be exchanged for Definitive Bearer SIS Notes, in whole, but not in part, if the Principal Swiss Paying Agent deems (i) the printing of definitive Notes, Receipts or Coupons to be necessary or useful, or (ii) the presentation of definitive Notes, Receipts or Coupons to be required by Swiss or foreign laws in connection with the enforcement of rights (including

in cases of bankruptcy, consolidation or reorganisation of the Issuer) (in respect of Bearer SIS Notes, each such circumstance a **Bearer SIS Notes Exchange Event**). If Definitive Bearer SIS Notes are delivered, the relevant permanent Global Note will immediately be cancelled by the Principal Swiss Paying Agent or the relevant lead manager, as the case may be, and the Definitive Bearer SIS Notes shall be delivered to the relevant holders against cancellation of the relevant Bearer SIS Notes in such holders' securities accounts.

10. U.S. LEGENDS

The following legend will appear on all Bearer Notes and Materialised Notes which have an original maturity of more than one year and on all receipts, interest coupons and talons relating to such Notes:

"ANY UNITED STATES PERSON (AS DEFINED IN THE INTERNAL REVENUE CODE OF THE UNITED STATES) WHO HOLDS THIS OBLIGATION WILL BE SUBJECT TO LIMITATIONS UNDER THE UNITED STATES INCOME TAX LAWS, INCLUDING THE LIMITATIONS PROVIDED IN SECTIONS 165(j) AND 1287(a) OF THE INTERNAL REVENUE CODE."

The sections referred to above provide that United States persons (as defined in the Code), with certain exceptions, will not be entitled to deduct any loss on Bearer Notes and Materialised Notes (and, if applicable, receipts, interest coupons or talons) and will not be entitled to capital gains treatment of any gain on any sale, disposition, redemption or payment of principal in respect of such Notes, receipts, interest coupons or talons.

Registered Notes are also subject to the restrictions on transfer set forth herein and will bear a legend regarding such restrictions as detailed in "*Subscription, Sale and Transfer Restrictions*".

11. CLEARING SYSTEMS

Any reference herein to "Euroclear" and/or "Clearstream, Luxembourg" shall, whenever the context so permits, be deemed to include a reference to any additional or alternative clearing system specified in the applicable Final Terms (including, without limitation, Euroclear France and the *Intermédiaires financiers habilités* authorised to maintain accounts therein, in relation to SIS Notes or any other Notes listed on the SIX Swiss Exchange, SIS or any other clearing institution in Switzerland recognised for such purposes by the SIX Swiss Exchange and, in relation to Uncertificated Nordic Notes, the relevant securities depositary and clearing institution, including, without limitation, Euroclear Sweden, Euroclear Finland and the Norwegian Central Security Depositary (**Verdipapirsentralen)** and, in relation to Registered Notes represented by a Rule 144A Global Note or Registered Notes represented by a Regulation S Global Note, DTC and in relation to EUI Notes, EUI or CREST), approved by the relevant Issuer, the Guarantor, the Fiscal Agent, the Registrar (in the case of Registered Notes only), and, in the case of Notes listed on the Luxembourg Stock Exchange, the Luxembourg Stock Exchange.

FORM OF FINAL TERMS

Set out below is the form of Final Terms which will be completed for each Tranche of Notes issued under the Programme where:

** will apply if the minimum denomination is less than €100,000*

*** will apply if the minimum denomination is at least €100,000*

[*Nota Bene (NB): Notes issued after the implementation of the 2010 PD Amending Directive in a Member State must have a minimum denomination of €100,000 (or equivalent) in order to benefit from the wholesale exemption set out in Article 3.2(d) of the Prospectus Directive in that Member State*.]

APPLICABLE FINAL TERMS
Dated [●]

[*The following language applies if the Notes are listed on SIX Swiss Exchange or distributed in or from Switzerland:*

The Notes described in these Applicable Final Terms do not constitute a participation in a collective investment scheme within the meaning of the Swiss Federal Act on Collective Investment Schemes (CISA). Therefore, the Notes are not subject to authorization and supervision by the Swiss Financial Market Supervisory Authority FINMA (FINMA), and investors in the Notes will not benefit from protection under the CISA or supervision by FINMA.]

[SOCIETE GENERALE] [SG ISSUER] [SGA SOCIETE GENERALE ACCEPTANCE NV] [SG OPTION EUROPE]

Issue of [Aggregate Nominal Amount of Tranche] [Title of Notes]
[Unconditionally and irrevocably guaranteed by Société Générale]
under the € 125,000,000,000
Debt Instruments Issuance Programme

PART A – CONTRACTUAL TERMS

Terms used herein shall be deemed to be defined as such for the purposes of the Conditions set forth under the heading ["*Terms and Conditions of the English Law Notes and the Uncertificated Notes*" / "*Terms and Conditions of the French Law Notes*"] in the Base Prospectus dated 29 April 2013 [which constitutes a base prospectus for the purposes of the Prospectus Directive (Directive 2003/71/EC) (the **Prospectus Directive**) as amended (which includes the amendments made by Directive 2010/73/EU (the **2010 PD Amending Directive**) to the extent that such amendments have been implemented in a Member State)][1]. This document constitutes the Final Terms of the Notes described herein [for the purposes of Article 5.4 of the Prospectus Directive and Article 8.4 of the Luxembourg Act] and must be read in conjunction with the Base Prospectus [and the supplement[s] to such Base Prospectus dated [●] and [●] and published prior to the Issue Date (as defined below) (**Supplement(s)**)]; provided, however, that to the extent such Supplement (i) is published after these Final Terms have been signed or issued and (ii) provides for any change to the Conditions as set out under the heading ["*Terms and Conditions of the English Law Notes and the Uncertificated Notes*" / "*Terms and Conditions of the French Law Notes*"], such change(s) shall have no effect with respect to the Conditions of the Notes to which these Final Terms relate. Full information on the Issuer, the Guarantor and the offer of the Notes is only available on the basis of the combination of these Final Terms, the Base Prospectus and any Supplement(s). Prior to acquiring an interest in the Notes described herein, prospective investors should read and understand the information provided in the

[1] Delete in the case of any issue of Private Placement Notes or any Notes to be issued pursuant to a unitary prospectus.

Base Prospectus and be aware of the restrictions applicable to the offer and sale of such Notes in the United States or to, or for the account or benefit of, U.S. Persons. [In the case of Notes offered to the public or admitted to trading on a Regulated Market in the European Economic Area, a summary of the issue of the Notes (which comprises the summary in the Base Prospectus as amended to reflect the provisions of these Final Terms) is annexed to these Final Terms.] Copies of the Base Prospectus, any Supplement(s) and these Final Terms are available for inspection from the head office of the Issuer, the Guarantor, the specified offices of the Paying Agents and, in the case of Notes admitted to trading on the Regulated Market of the Luxembourg Stock Exchange, on the website of the Luxembourg Stock Exchange (www.bourse.lu) and, in the case of Notes offered to the public or admitted to trading on a Regulated Market in the European Economic Area; on the website of the Issuer (http://prospectus.socgen.com).

[*The following alternative language applies if the first Tranche of an issue which is being increased was issued under a prospectus with an earlier date which was incorporated by reference in this prospectus*:

Terms used herein shall be deemed to be defined as such for the purposes of the Conditions under the heading ["*Terms and Conditions of the English Law Notes and the Uncertificated Notes*" / "*Terms and Conditions of the French Law Notes*"] in the [Base Prospectus dated [*original date*] / Offering Circular dated [*original date*]] which are incorporated by reference in the Base Prospectus dated 29 April 2013}. This document constitutes the Final Terms of the Notes described herein [for the purposes of Article 5.4 of the Prospectus Directive and Article 8.4 of the Luxembourg Act][2] and must be read in conjunction with the Base Prospectus dated 26 June 2012 [which constitutes a base prospectus for the purposes of the Prospectus Directive (Directive 2003/71/EC) (the **Prospectus Directive**[3]) as amended (which includes the amendments made by Directive 2010/73/EU (the **2010 PD Amending Directive**)] to the extent that such amendments have been implemented in a Member State) and any Supplement(s) to such Base Prospectus published prior to the Issue Date (as defined below) (**Supplement(s)**). Full information on the Issuer, the Guarantor and the offer of the Notes is only available on the basis of the combination of these Final Terms, the Base Prospectus and any Supplement(s) thereto. [In the case of Notes offered to the public or admitted to trading on a Regulated Market in the European Economic Area, a summary of the issue of the Notes (which comprises the summary in the Base Prospectus as amended to reflect the provisions of these Final Terms) is annexed to these Final Terms.] Copies of the Base Prospectus, any Supplement(s) and these Final Terms are available for inspection from the head office of the Issuer, the Guarantor, the specified offices of the Paying Agents and, in the case of Notes admitted to trading on the Regulated Market of the Luxembourg Stock Exchange, on the website of the Luxembourg Stock Exchange (www.bourse.lu)] [, and, in the case of Notes offered to the public or admitted to trading on a Regulated Market in the European Economic Area; on the website of the Issuer (http://prospectus.socgen.com.)]

[*Include whichever of the following apply or specify as "Not Applicable". Note that the numbering should remain as set out below, even if "Not Applicable" is indicated for individual paragraphs or subparagraphs. Italics denote guidance for completing the Final Terms. If "Not Applicable" is specified in respect of a paragraph, the remaining sub-paragraph(s) shall be deleted.*]

[*When completing final terms, consideration should be given as to whether such terms or information constitute "significant new factors" and consequently trigger the need for a Supplement to the Base Prospectus under Article 16 of the Prospectus Directive.*]

[*When the context requires, any reference to "Notes" and "Noteholders" in these Final Terms may be replaced by "Certificates" and "Certificateholders".]*

[*If the Notes have a maturity of less than one year from the date of issue, the minimum denomination may need to be £100,000 or its equivalent in any other currency in order to comply with United Kingdom selling restrictions.*]

1. (i) Series Number: [●]

[2] Delete in the case of any issue of Private Placement Notes or any Notes to be issued pursuant to a unitary prospectus.
[3] Delete in the case of any issue of Private Placement Notes or any Notes to be issued pursuant to a unitary prospectus.

	(ii)	**Tranche Number:**	[●]
	(iii)	**Date on which the Notes become fungible:**	[Not Applicable] [The Notes shall be assimilated and form a single series with the [*insert title of the Notes related to the previous Tranche Number of the Series*] on [*insert date*] [the Issue Date] [*issue date plus forty days*]]
2.		**Specified Currency or Currencies:**	[●]
3.		**Aggregate Nominal Amount:**	
	(i)	**Tranche:**	[●]
	(ii)	**Series:**	[●]
4.		**Issue Price:**	[[●] per cent. of the Aggregate Nominal Amount / [●] per Note of [●] Specified Denomination][4] [plus an amount equal to the interest accrued from and including [*insert date*] to but excluding [*insert date*] [the Issue Date] (which is equal to [●] days' accrued interest) [*if applicable*]] [*For Preference Share Linked Notes and Warrant Linked Notes:* 100 per cent. of the Aggregate Nominal Amount]
5.	**[(i)]**	**Specified Denomination(s):**	[●] [*In respect of any issue of Private Placement Notes, the €100,000 minimum denomination is not required.*]** [*If the Specified Denomination is expressed to be €100,000 or its equivalent in another currency and multiples of a lower principal amount (for example €1,000 or its equivalent in another currency), insert the additional wording as follows:* €100,000 and integral multiples of [€1,000] in excess thereof up to and including €199,000. No Notes in definitive form will be issued with a denomination exceeding €199,000.]*[7] [*In respect of Dematerialised Notes, there should be one denomination only*] [*In respect of Registered Notes, the Specified Denomination means the minimum integral amount in which transfers can be made and in the case of any transaction in reliance on Rule 144A, shall be at least USD 200,000 (or its equivalent in any other*

4 Dematerialised Notes shall be issued in one Specified Denomination only.
7 Not Applicable in the case of Registered Notes, Uncertificated Notes or French Law Notes.

currency); accordingly, the form of Final Terms for Notes issued under the Programme with a denomination of at least €100,000 (or its equivalent in another currency) should be used for Rule 144A Notes.]

[*In respect of Credit Linked Notes which are Single Name Notes or FTD Notes*: (in relation to each Note, and subject to Condition 1 of the Additional Terms and Conditions for Credit Linked Notes, the **Nominal Amount**)]

[*The following apply for Definitive Bearer Notes and Definitive Registered Notes only:*

[(ii) Calculation Amount: [●] [Not Applicable]]

[*Only applicable to English Law Notes*]

[*The applicable Calculation Amount (which is used for the calculation of interest and redemption amounts) will be (i) if there is only one Specified Denomination, the Specified Denomination of the relevant Notes or (ii) if there are several Specified Denominations or the circumstances referred to in paragraph 6 apply (e.g. Specified Denominations of EUR100,000 and multiples of EUR1,000), the highest common factor of those Specified Denominations Note that there must be a common factor in the case of two or more Specified Denominations. If "Calculation Amount" is to be used in the Final Terms, corresponding references to the Calculation Amount for interest, put and call options and redemption amount calculation purposes should be included in the terms and conditions set out in the Base Prospectus. Note that a Calculation Amount of less than 1,000 units of the relevant currency may result in practical difficulties for paying agents and/or ICSDs who should be consulted if such an amount is proposed.*]

[*N.B. Note that the form of Final Terms for Notes issued under the Programme with a denomination of at least €100,000 (or its equivalent in another currency) should be used for Rule 144A Notes.*]

[*N.B. For Preference Share Linked Notes and Warrant Linked Notes the Calculation Amount must be equal to the Issue Price*]

6. (i) Issue Date: [●]

[*N.B. For Preference Share Linked Notes, the Preference Shares should already be in issue. For Warrant Linked Notes, the Warrants should already be in issue*]

(ii) Interest Commencement Date: [*In case of fungible and there is a fixed interest or a structured interest, insert the issue date of the previous tranche*] [Issue Date] [Not Applicable]

[*NB: An Interest Commencement Date will not be relevant for certain Notes, for example for Zero Coupon Notes*]

7. [Maturity Date] [Final Exercise Date]: [●] [*If Interest is unadjusted: - specify date / If Interest is adjusted:* - The Interest Payment Date scheduled to fall in or nearest to [*specify a month and a year*]]

[*For Preference Share Linked Notes and Warrant Linked Notes:* [●] or if later [three] [●] Business

Days after the Final Valuation Date]

[*In case of Open end Notes issued by SG Issuer*: Open end.]

[*In respect of Fund Linked Notes*: [●], subject to postponement upon the occurrence of a Maturity Disruption Event, as provided in the Additional Terms and Conditions for Fund Linked Notes.]

[*In respect of Credit Linked Notes:*[*specify Scheduled Maturity Date*] (such date being the **Scheduled Maturity Date**), subject to the provisions of paragraph Credit Linked Notes Provisions and the Additional Terms and Conditions for Credit Linked Notes]

[*In respect of Bond Linked Notes:* [*specify Scheduled Maturity Date*] (such date being the **Scheduled Maturity Date**), subject to the provisions of paragraph Bond Linked Notes Provisions and the Additional Terms and Conditions for Bond Linked Notes]

8. **Governing law:** [English / French / Swedish / Finnish / Norwegian] law.]

[*N.B. If the Notes are SIS Notes or EUI Notes, the governing law must always be English law*]

9. **(i)** **Status of the Notes:** [Unsecured] [*In case of Secured Notes Issued by SG Issuer only*: Secured. See paragraph "Secured Notes Provisions" below.]

(ii) **Date of corporate authorisation obtained for the issuance of Notes:** [●] [Not Applicable]

(iii) **Type of Structured Notes:** [Not Applicable]

[Share Linked Notes] [ADR Linked Notes] [ETF Linked Notes] [Dividend Linked Notes] [Index Linked Notes] [SGI Index Linked Notes] [Commodity Linked Notes] [Inflation Linked Notes] [Credit Linked Notes] [Foreign Exchange Rate Linked Notes] [Reference Rate Linked Notes] [Bond Linked Notes] [Warrant Linked Notes] [Preference Share Linked Notes].

The provisions of the following Additional Terms and Conditions apply:

[Additional Terms and Conditions for Share Linked Notes] [Additional Terms and Conditions for ADR Linked Notes] [Additional Terms and Conditions for ETF Linked Notes] [Additional Terms and Conditions for Dividend Linked Notes] [Additional Terms and Conditions for Index Linked Notes]

[Additional Terms and Conditions for SGI Index Linked Notes] [Additional Terms and Conditions for Commodity Linked Notes] [Additional Terms and Conditions for Inflation Linked Notes] [Additional Terms and Conditions for Credit Linked Notes] [Additional Terms and Conditions for Foreign Exchange Rate Linked Notes] [Additional Terms and Conditions for Reference Rate Linked Notes] [Additional Terms and Conditions for Bond Linked Notes] [Additional Terms and Conditions for Warrant Linked Notes] [Additional Terms and Conditions for Preference Share Linked Notes]

[Such Additional Terms and Conditions contain, amongst others, the provisions for determining any amount where calculation is impossible or impracticable]

(iv) Reference of the Product: [[*Insert the reference of the product from the Additional Terms and Conditions relating to Formulae*], as described in the Additional Terms and Conditions relating to Formulae] [Not Applicable] [with Option [●] applicable]

[With Early Redemption Amount Add-on as per Condition 1.4.1] and / or [With Structured Interest Amount Add-on as per Condition 1.4.2] and / or [With Credit-linked and bond-linked condition Add-on as per Condition 1.4.3] and / or [With Memory Coupon(s) Add-on as per Condition 1.4.4] and / or [With Global Factors Add-on as per Condition 1.4.5] and / or [With Foreign Exchange Add-on as per Condition 1.4.6] of the Additional Terms and Conditions relating to Formulae

[With Structured Interest Note Provisions forced as "Not Applicable" as per Condition 1.1 of the Additional Terms and Conditions Relating to Formulae]

[With Automatic Early Redemption forced as "Not Applicable" as per Condition 1.1 of the Additional Terms and Conditions Relating to Formulae]

10. Interest Basis: [Not Applicable]
[[●] per cent. Fixed Rate]
[[*Specify Reference Rate*] +/- [●] per cent. Floating Rate]
[Fixed/Floating Rate]
[Zero Coupon]
[See section "PROVISIONS RELATING TO INTEREST (IF ANY) PAYABLE" below]

11. Redemption/Payment Basis: [Redemption at [par] [Final Redemption Amount]]
[Physical Delivery. See paragraph 21 below]
[Partly Paid. See paragraph 33 below]

[Instalment. See paragraph 34 below]
[Credit Linked. Redemption at Final Redemption Amount on the Scheduled Maturity Date, subject as otherwise provided in these Final Terms and to the provisions of Condition 1 of the Additional Terms and Conditions for Credit Linked Notes]
[Bond Linked. Redemption at Final Redemption Amount on the Scheduled Maturity Date, subject as otherwise provided in these Final Terms and to the provisions of Condition 1 of the Additional Terms and Conditions for Bond Linked Notes]]
[See section "PROVISIONS RELATING TO REDEMPTION" below]

[*NB: If the Final Redemption Amount is other than 100 per cent. of the nominal value, the Notes will be derivative securities for the purposes of the Prospectus Directive and the requirements of Annex XII to the Prospectus Directive Regulation will apply*.]

12. Put/Call Options: [Not Applicable] [Redemption at the option of the Issuer] [Redemption at the option of the Noteholders] [See section "PROVISIONS RELATING TO REDEMPTION" below]

[*For Preference Share Linked Notes and Warrant Linked Notes and in the case of "Redemption at the option of the Noteholders" only :* Not Applicable]]

PROVISIONS RELATING TO INTEREST (IF ANY) PAYABLE

13. Fixed Rate Note Provisions [Applicable as per Condition 3.1] [Not Applicable]

[*In respect of Credit Linked Notes:* Applicable, subject to the provisions of the paragraph "Credit Linked Notes Provisions" and the Additional Terms and Conditions for Credit Linked Notes]

[*In respect of Bond Linked Notes:* Applicable, subject to the provisions of the paragraph "Bond Linked Notes Provisions" and the Additional Terms and Conditions for Bond Linked Notes]

[*If not applicable, delete the remaining subparagraphs*]

(i) Rate(s) of Interest: [●] [[●] per cent payable in arrear] [[●] per cent. per annum [payable [annually/semi-annually/quarterly/monthly] in arrear]

(ii) Specified Period(s) / Interest Payment Date(s): [●] [[●] in each year up to and including the Maturity Date]

[*In respect of Credit Linked Notes or Bond Linked Notes*: [●] [[●] in each year from and including [●] to and including the Scheduled Maturity Date]

[*NB: In the case of long or short coupons, insert the relevant Specified Period(s)*]

(iii)	**Business Day Convention:**	[*In respect of Unadjusted Fixed Rate Notes:* Not Applicable] [*In respect of Adjusted Fixed Rate Notes insert one of the following:* [Following Business Day Convention] [Preceding Business Day Convention] [Modified Following Business Day Convention] [*Or* :[Following Business Day Convention] [Preceding Business Day Convention] [Modified Following Business Day Convention] [(adjusted/unadjusted)]
(iv)	**Fixed Coupon Amount(s):**	[●] [[●] per Note of [●] Specified Denomination] [[●] per Calculation Amount] [Rate of Interest x Specified Denomination [x Day Count Fraction] [*In respect of Credit Linked Notes and (i) the Notes are Single Name Notes or FTD Notes*: Rate of Interest x Nominal Amount [x Day Count Fraction] *or (ii) the Notes are Basket Notes or Tranche Notes*: Rate of Interest x Relevant Proportion of the Interest Calculation Amount [x Day Count Fraction] [*In respect of Credit Linked Notes if Observed Interest option is specified as applicable and (i) the Notes are Single Name Notes or FTD Notes*: The aggregate of the Observed Interest in respect of each Interest Period, each Observed Interest being equal to : Rate of Interest x Nominal Amount [x Day Count Fraction] *or (ii) the Notes are Basket Notes or Tranche Notes*: The aggregate of the Observed Interest in respect of each Interest Period, each Observed Interest being equal to : Rate of Interest x Relevant Proportion of the Interest Calculation Amount [x Day Count Fraction] [*In respect of Bond Linked Notes and (i) the Notes are Single Name Bond Linked Notes* : Rate of Interest x Specified Denomination [x Day Count Fraction] *or (ii) the Notes are Basket Bond Linked Notes* : Rate of Interest x Relevant Proportion of the Interest Calculation Amount [x Day Count Fraction]
(v)	**Day Count Fraction:**	[●] [Not Applicable]
(vi)	**Broken Amount(s):**	[●] [[●] per Specified Denomination] [[●] per Calculation Amount], payable on the Interest Payment Date falling on [●] [In case of a long or short Interest Period (with regard to paragraph "Specified Period(s)/Interest Payment Date(s)" above, the amount of interest will be calculated in accordance with the formula specified in paragraph "Fixed Coupon Amount(s)" above.]

(vii)	**Determination Date(s):**	[●] [[●] in each year] [Not Applicable] [*NB: Insert regular Interest Payment Dates, ignoring the Issue Date or Maturity Date in the case of a long or short first or last coupon. Only relevant where Day Count Fraction is Actual/Actual (ICMA)*] [*NB: In the case of regular Interest Payment Dates which are not of equal duration, indicate each of the applicable Determination Date*]
14.	**Floating Rate Note Provisions**	[Applicable as per Condition 3.2] [Not Applicable] [*In respect of Credit Linked Notes:* Applicable, subject to the provisions of the paragraph "Credit Linked Notes Provisions" and the Additional Terms and Conditions for Credit Linked Notes] [*In respect of Bond Linked Notes:* Applicable, subject to the provisions of the paragraph "Bond Linked Notes Provisions" and the Additional Terms and Conditions for Bond Linked Notes]
[*If not applicable, delete the remaining subparagraphs*]		
(i)	**Floating Coupon Amount:**	[●] [Specified Denomination x Rate of Interest] [*In respect of Credit Linked Notes and (i) the Notes are Single Name Notes or FTD Notes*: Rate of Interest x Nominal Amount *or (ii) the Notes are Basket Notes or Tranche Notes*: Rate of Interest x Relevant Proportion of the Interest Calculation Amount [*In respect of Credit Linked Notes if Observed Interest option is specified as applicable and (i) the Notes are Single Name Notes or FTD Notes*: The aggregate of the Observed Interest in respect of each Interest Period, each Observed Interest being equal to : Rate of Interest x Nominal Amount *or (ii) the Notes are Basket Notes or Tranche Notes*: The aggregate of the Observed Interest in respect of each Interest Period, each Observed Interest being equal to : Rate of Interest x Relevant Proportion of the Interest Calculation Amount [*In respect of Bond Linked Notes and (i) the Notes are Single Name Bond Linked Notes* : Rate of Interest x Specified Denomination *or (ii) the Notes are Basket Bond Linked Notes* : Rate of Interest x Relevant Proportion of the Interest Calculation Amount]
(ii)	**Specified Period(s) /Interest Payment Date(s):**	[●] [*In respect of Credit Linked Notes or Bond Linked Notes*: [●] in each year from and including [●] to and including the Scheduled Maturity Date]

[*NB: For Specified Period(s), see Condition 3.2.1.1 (2) of the Terms and Conditions*]

(iii) **Business Day Convention:** [Floating Rate Convention] [Following Business Day Convention] [Preceding Business Day Convention] [Modified Following Business Day Convention] [(adjusted/unadjusted)]

[*NB: Insert "unadjusted" if the application of the relevant business day convention is not intended to affect the Interest Amount: See Condition 3.2.1.2 of the Terms and Conditions*]

(iv) **Business Centre(s):** [●] [Not Applicable]

(v) **Manner in which the Rate of Interest and Interest Amount is to be determined:** [Screen Rate Determination] [ISDA Determination]

[*If Screen Rate Determination as per Condition 3.2.3.2 :*

- **Reference Rate:** [EURIBOR] [USD-LIBOR] [GBP-LIBOR] [CHF-LIBOR] [USD-CMS] [EUR-CMS] [AUD-BBSW] [CAD-CADOR] [NIBOR] [STIBOR] [SHIBOR] [*month / year*]

- **Interest Determination Date(s):** [●]

- **Specified Time:** [●]

- **Relevant Screen Page:** [●]

[*If ISDA Determination as per Condition 3.2.3.1 :*

- **Floating Rate Option:** [●]

- **Designated Maturity:** [●]

- **Reset Date:** [●]

(vi) **Margin(s)/Spread(s):** [●] [[Plus(+)/ Minus (-)] [●] per cent. per annum] [See formula in paragraph "Floating Coupon Amount" above] [Not Applicable]

(vii) **Minimum Rate of Interest:** [●] [[●] per cent. per annum] [See formula in paragraph "Floating Coupon Amount" above] [Not Applicable]

(viii) **Maximum Rate of Interest:** [●] [[●] per cent. per annum] [See formula in paragraph "Floating Coupon Amount" above] [Not Applicable]

(ix) **Day Count Fraction:** [●] [Not Applicable]

(x) **Rate Multiplier:** [●] [Not Applicable]

[*If not applicable, delete the remaining subparagraphs*]

- **Benchmark:** [Reference Rate EURIBOR] [Reference Rate USD-

LIBOR] [Reference Rate GBP-LIBOR] [Reference Rate USD-CMS] [Reference Rate EUR-CMS] [Reference Rate SHIBOR]

[*NB: Benchmark for the purposes of Condition 3.2 4 of the Terms and Conditions*]

- **Floating Rate Option:** [●]
- **Designated Maturity:** [●]
- **Upper Limit:** [●]
- **Lower Limit:** [●]

15. Structured Interest Note Provisions [Applicable as per Condition 3.3] [Not Applicable]

[*If not applicable, delete the remaining subparagraphs*]

(i) Structured Interest Amount(s): [*Insert the Structured Interest Amount(s) corresponding to the reference of the product in the Additional Terms and Conditions relating to Formulae and mentioned in paragraph "Reference of the Product" above*] [*Specify in case of exempted Notes*]

(ii) Specified Period(s) / Interest Payment Date(s): [●]

[*NB: For Specified Period(s) (see Condition 3.2.1.1 (2) of the Terms and Conditions*]

(iii) Business Day Convention: [Floating Rate Convention] [Following Business Day Convention] [Preceding Business Day Convention] [Modified Following Business Day Convention] [(adjusted)/ (unadjusted)]

[*NB: Insert "unadjusted" if the application of the relevant business day convention is not intended to affect the Interest Amount: See Condition 3.2.1.2 of the Terms and Conditions*]

(iv) Day Count Fraction: [●] [Not Applicable]

(v) Business Centre(s): [●]

16. Zero Coupon Note Provisions [Applicable as per Condition 3.4] [Not Applicable]

[*If not applicable, delete the remaining subparagraphs*]

(i) Accrual Yield: [●] [[●] per cent. per annum]

(ii) Reference Price: [●]

(iii) Day Count Fraction in relation to Early Redemption Amounts and late payment: [As per Conditions 3.4 and 5.15] [Not Applicable]

PROVISIONS RELATING TO REDEMPTION

17. Redemption at the option of the Issuer [Applicable as per Condition 5.5] [Not Applicable]

[*If applicable in respect of Credit Linked Notes:* Subject to the provision of notice in accordance with subparagraph (iv), the Issuer may redeem the Notes in whole, but not in part, on [any Business Day] from but excluding the Issue Date to but excluding the Scheduled Maturity Date]

[*If not applicable, delete the remaining subparagraphs*]

[*NB : Optional Redemption Amount(s) as per Condition 5.5.1*]

(i) **Optional Redemption Amount(s):** [Specified Denomination x [*Specify percentage*]] [Market Value] [Final Redemption Amount calculated on the valuation date linked to the relevant Optional Redemption Date]

[*For Preference Share Linked Notes and Warrant Linked Notes:* Early Redemption Amount per Calculation Amount]

(ii) **Optional Redemption Date(s):** [●]

[*NB : Notice Period as per Condition 5.5.3*]

(iii) **Notice Period:** [[●] days]

[*In respect of Credit Linked Notes, if applicable:* The Issuer shall give not less than [●] Business Days' (as defined in Condition 1 of the Additional Terms and Conditions for Credit Linked Notes) notice to the Noteholders in accordance with Condition 13 of the Terms and Conditions (which notice shall be irrevocable and shall specify the date fixed for redemption), provided, however that any such notice shall be deemed to be void and of no effect, if a Credit Event Notice has been, or is, delivered to Noteholders in accordance with the Conditions at any time on or prior to 5.00 p.m. (Paris time) on the fourth Business Day preceding the date fixed for redemption in accordance with this paragraph 17]

[*NB: When setting notice periods, the Issuer is advised to consider the practicalities of distribution of information through intermediaries, for example, clearing systems and custodians, as well as any other notice requirements which may apply, for example, as between the Issuer and the Fiscal Agent*]

[*NB : Redemption in part as per Condition 5.5.2*]

(iv) **Redemption in part:** [Applicable] [Not Applicable]

[*If not applicable, delete the remaining subparagraphs*]

- **Minimum Redemption Amount:** [●]

- **Maximum Redemption** [●]

Amount:

18. **Redemption at the option of the Noteholders:** [Applicable as per Condition 5.7] [Not Applicable]

[*NB: Not Applicable for Preference Share Linked Notes and Warrant Linked Notes*]

[*If not applicable, delete the remaining subparagraphs*]

[*NB : Optional Redemption Amount(s) as per Condition 5.7.1*]

(i) **Optional Redemption Amount(s):** [Specified Denomination x [*Specify percentage*]] [Market Value] [Final Redemption Amount calculated on the valuation date linked to the relevant Optional Redemption Date]

(ii) **Optional Redemption Date(s):** [●]

[*NB : Notice Period as per Condition 5.7.2*]

(iii) **Notice Period:** [[●] days]

19. **Automatic Early Redemption:** [Applicable as per Condition 5.9] [Not Applicable]

[*If not applicable, delete the remaining subparagraphs*]

(i) **Automatic Early Redemption Amount(s):** [*Insert the Automatic Early Redemption Amount(s) corresponding to the reference of the product in the Additional Terms and Conditions relating to Formulae and mentioned in paragraph "Reference of the Product" above*] [*Specify in case of exempted Notes*]

[*For Preference Share Linked Notes and Warrant Linked Notes:* Automatic Early Redemption Amount per Calculation Amount]

(ii) **Automatic Early Redemption Date(s):** [●]

20. **Final [Redemption] [Exercise] Amount:**

[*NB: Notes other than Instalments Notes and Open end Notes*]

[●] [Specified Denomination x [●]%] [[●] per Note of [●] Specified Denomination] [[●] per Calculation Amount] [*Insert the Final Redemption Amount corresponding to the reference of the product in the Additional Terms and Conditions relating to Formulae and mentioned in paragraph "Reference of the Product" above*]

[*For Preference Share Linked Notes and Warrant Linked Notes:* Final Redemption Amount per Calculation Amount]

[*In case of Open end Notes issued by SG Issuer*:
Open end.
In such case, the Final Redemption Amount will be the Optional Redemption Amount at the option of the Issuer or the Optional Redemption Amount at the option of the Noteholders.

[*NB: If the Final Redemption Amount is other than 100 per cent. of the nominal value, the Notes will be derivative securities for the purposes of the Prospectus Directive and the requirements of Annex XII to the Prospectus Directive Regulation will apply*.]

[*NB: Final Redemption Amount or, in the case of Italian Certificates, Final Exercise Amount as per Condition 5.1*]

[*NB: In case of Italian Listed Certificates only, insert the following subparagraphs:*

[-	**Waiver of Automatic Exercise at Final Exercise Date:**	[By Notice Date as per Condition 5.1.2]
[-	**Final Payment Date:**	[●]

21.	**Physical Delivery Notes Provisions**	[Applicable as per Condition 5.12] [Not Applicable]

[*If not applicable, delete the remaining subparagraphs*]

(i)	**Deliverable Asset(s):**	[*Specify as per Condition 5.12*] [See paragraph "Underlying(s)" below] [*In respect of Credit Linked Notes*: Specified Deliverable Obligation(s)]
(ii)	**Physical Delivery Amount:**	[See paragraph "Final Redemption Amount" and, if applicable, paragraph "Automatic Early Redemption Amount(s)" above] [*In respect of Credit Linked Notes, if applicable:* Applicable, as provided in the Additional Terms and Conditions for Credit Linked Notes]
(iii)	**Provisions governing whether transfer of Deliverable Asset(s) or payment of a cash sum will apply:**	[●] [See paragraph "Final Redemption Amount" and, if applicable, paragraph "Automatic Early Redemption Amount(s)" above] [*In respect of Credit Linked Notes, if applicable:* Applicable, as provided in the Additional Terms and Conditions for Credit Linked Notes]
(iv)	**Issuer's option to vary method of settlement:**	[Applicable as per Condition 5.12.3] [No]
(v)	**Method of transfer of Deliverable Asset(s) in respect of Physical Delivery Amount (if other than Delivery):**	[As per Condition 5.12.2] [*In respect of Credit Linked Notes:* Delivery through the Relevant Clearing System unless the Specified Deliverable Obligations are not eligible for clearance by the Relevant Clearing System or otherwise as specified in Condition 1 of the Additional Terms and Conditions for Credit Linked Notes, in which case transfer will take place outside the Relevant Clearing System as set out in Condition 1 of the Additional Terms and Conditions for Credit Linked Notes]
(vi)	**Consequences of Settlement Disruption Event(s):**	As per Condition 16.3.2

22. **Credit Linked Notes Provisions** [Applicable, subject to the provisions of the Additional Terms and Conditions for Credit Linked Notes] [Not Applicable]

[*If not applicable, delete the remaining subparagraphs*]

(i) **Type of Credit Linked Notes:** [Single Name Notes] [First-to-Default Notes] [Basket Notes] [Tranche Notes]

[*NB: First-To-Default Notes are also referred to as FTD Notes*]

(ii) **Terms relating to Settlement:**

(a) **Settlement Type:** [American] [European]

(b) **Settlement Method:** [Cash Settlement] (*or but **ONLY** for Single Name Notes and FTD Notes*) [Physical Settlement]

(c) **Final Value:** [Fixed Recovery: [●] per cent.] [Floating Recovery with Auction Method : the Final Value is to be determined pursuant to a Transaction Auction Settlement Terms and if a Transaction Auction Settlement Terms is published on or before 140 Business Days following the Credit Event Determination Date (as such term is defined in the Additional Terms and Conditions for Credit Linked Notes), that provides for the valuation of obligations of a Reference Entity in respect of which a Credit Event has occurred, means the Auction Final Price (as specified in the relevant Transaction Auction Settlement Terms and expressed as a percentage) determined, if any, under such Transaction Auction Settlement Terms and applicable to the status of the Reference Obligation (subordinated or senior or any other applicable status as the case may be) or if no Transaction Auction Settlement Terms is published on or before 140 Business Days following the Credit Event Determination Date, means the amount determined by the Calculation Agent on the Credit Valuation Date (as such term is defined in the Additional Terms and Conditions for Credit Linked Notes) as follows: (x) the Final Price (as such term is defined in the Additional Terms and Conditions for Credit Linked Notes) if there is only one Selected Obligation (as such term is defined in the Additional Terms and Conditions for Credit Linked Notes); or (y) the weighted average of the Final Prices of the Selected Obligations (as such term is defined in the Additional Terms and Conditions for Credit Linked Notes) if the latter are a portfolio, in each case, minus the Valuation Hedging Cost (as such term is defined in the Additional Terms and Conditions for Credit Linked Notes) for such Selected Obligation(s).] [Floating Recovery with Quotation Dealers Method: Final Value means the amount

determined by the Calculation Agent on the Credit Valuation Date (as such term is defined in the Additional Terms and Conditions for Credit Linked Notes) as follows: (x) the Final Price (as such term is defined in the Additional Terms and Conditions for Credit Linked Notes)if there is only one Selected Obligation; or (y) the weighted average of the Final Prices of the Selected Obligations (as such term is defined in the Additional Terms and Conditions for Credit Linked Notes) if the latter are a portfolio, in each case, minus the Valuation Hedging Cost (as such term is defined in the Additional Terms and Conditions for Credit Linked Notes) for such Selected Obligation(s).]

[*If Physical Settlement:* Not Applicable]

(d) Unwind Costs [●] [Standard Unwind Costs, as such term is defined in the Additional Terms and Conditions for Credit Linked Notes] [Not Applicable : the Unwind Costs in respect of each Note will be equal to zero]

(iii) Provisions relating to Basket Notes: [Applicable] [Not Applicable]

[*If (iii) Not Applicable, delete the remaining subparagraphs*]

(a) Relevant Proportion means the proportion which one Note bears to the total number of Notes outstanding

(b) Aggregate Loss Amount [*If the Notes are Basket Notes which are not Tranche Notes*: means at any time for a Basket Note that is not a Tranche Note, the aggregate of the Loss Amount in respect of all Reference Entities in respect of which a Credit Event Determination Date has occurred] [*If the Note are Tranche Notes*: means at any time for a Tranche Note, the lowest of (i) the Tranche Notional Amount; and (ii) the highest of (x) zero and (y) the difference between (xx) the aggregate of the Loss Amount for all Reference Entities in respect of which a Credit Event Determination Date has occurred and (xy) the Tranche Subordination Amount.]

(c) Loss Amount [*In respect of Basket Notes and Tranche Notes if N-to-M-to-Default is specified as Not Applicable:* In relation to each Reference Entity in respect of which a Credit Event Determination Date (as such term is defined in the Additional Terms and Conditions for Credit Linked Notes) has occurred, an amount equal to the product of (i) the Reference Entity Notional Amount and (ii) the difference between the Reference Price and the Final Value, subject to a minimum of zero.]

[*In respect of Tranche Notes if N-to-M-to-Default is*

specified as Applicable: In relation to each Reference Entity in respect of which a Credit Event Determination Date (as such term is defined in the Additional Terms and Conditions for Credit Linked Notes) has occurred:
- which has a Ranking (as such term is defined in the Additional Terms and Conditions for Credit Linked Notes) strictly lower than N: an amount equal to the product of (i) the Reference Entity Notional Amount and (ii) the Reference Price;
- which has a Ranking higher than or equal to N and lower than or equal to M: an amount equal to the product of (i) the Reference Entity Notional Amount and (ii) the difference between the Reference Price and the Final Value, subject to a minimum of zero;
- which has a Ranking strictly higher than M: an amount equal to zero.]

(d) Reference Entity Notional Amount [●] [For each Reference Entity comprised in the Reference Portfolio: the amount equal to the product of the Reference Entity Weighting and the Reference Portfolio Notional Amount]

(e) Tranche Notes [Applicable] [Not Applicable]

[*If (e) Not Applicable, delete the remaining*]

(1) Tranche Subordination Amount: [The Reference Portfolio Notional Amount multiplied by the Attachment Point]

(2) Tranche Notional Amount: [●] [*equal to the Aggregate Nominal Amount*]

(3) N-to-M-to Default: [Applicable] [Not Applicable]

[*If Not Applicable, delete the three lines below:*
N = [*number corresponding to the Ranking starting at which the Aggregate Loss Amount will be an amount greater than zero*]

M = [*number corresponding to the Ranking above which the Aggregate Loss Amount cease to increase*]

P= [*number of Reference Entities within the Reference Portfolio*]

(4) Attachment Point: [*If the Notes are Tranche Notes with N-to-M-to-Default is Not Applicable* : [●]% of the Reference Portfolio Notional Amount] [*If N-to-M-to-Default is specified as Applicable* : [(N-1)/P]% of the Reference Portfolio Notional Amount]

(5) Detachment Point: [*If the Notes are Tranche Notes with N-to-M-to-Default is Not Applicable:* [●]% of the Reference Portfolio Notional Amount]] [*If N-to-M-to-Default is specified as Applicable* : [M/P]% of the Reference

Portfolio Notional Amount]

(f)	**Reference Portfolio Notional Amount:**	[●] [Tranche Notes:] an amount equal to the Aggregate Nominal Amount divided by the difference between the Detachment Point and the Attachment Point] [Basket Notes: an amount equal to the Aggregate Nominal Amount]
(g)	**Reference Price:**	[●] [[●] per cent.][For Each Reference Entity comprised in the Reference Portfolio : [●]/ the percentage specified as such in "Annex for Credit Linked Notes" hereto
(h)	**Reference Entity Weighting:**	[●] [For Each Reference Entity comprised in the Reference Portfolio: [●]/ the proportion specified as such in "Annex for Credit Linked Notes" hereto]
(i)	**Interest Recovery:**	[Fixed Interest Recovery with an Interest Recovery Rate of [*specify*] per cent.] [Floating Interest Recovery]]

(iv) Transaction Type:

[*For Single Name Notes:* As specified in "Annex for Credit Linked Notes" hereto]

[*For Basket Notes (which by definition include Tranche Notes) and FTD Notes:* For each Reference Entity comprised in the Reference Portfolio, as specified in "Annex for Credit Linked Notes" hereto]

(v) [Deliverable/Selected] Obligation(s):

[[*If Cash Settlement and Fixed Recovery:* Not Applicable] [Applicable]]

[*If (v) Not Applicable, delete the remaining*]

(a)	**[Deliverable/Selected] Obligation Category:**	[*For Single Name Notes:* The [Deliverable/Selected] Obligation Category specified in "Annex for Credit Linked Notes" hereto] [*For Basket Notes (which by definition include Tranche Notes) and FTD Notes:* For each Reference Entity comprised in the Reference Portfolio, the [Deliverable] [Selected] Obligation Category specified in "Annex for Credit Linked Notes" hereto]
(b)	**[Deliverable/Selected] Obligation Characteristics:**	[*For Single Name Notes:* The [Deliverable/Selected] Obligation Characteristics specified in "Annex for Credit Linked Notes" hereto] [*For Basket Notes (which by definition include Tranche Notes) and FTD Notes:* For each Reference Entity comprised in the Reference Portfolio, the [Deliverable] [Selected] Obligation Characteristics specified in "Annex for Credit Linked Notes" hereto]

(vi)	**Accrual of Interest upon Credit Event:**	[No Accrued Interest upon Credit Event] [Accrued Interest upon Credit Event] [Guaranteed Coupon] (*NB: Guaranteed Coupon only where settlement is European Settlement*) [*If no coupon:* Not relevant. The Notes do not bear interest.]
(vii)	**Observed Interest**	[Applicable / Not Applicable]
	[*If (vii) Not Applicable, delete the remaining*]	
	[- Interest Observation Dates	[●]]
(viii)	**First Credit Event Occurrence Date:**	[●]
(ix)	**Scheduled Last Credit Event Occurrence Date:**	[●] [*In respect of Uncerficated Swedish Notes or Uncertificated Finnish Notes* : the 12th Business Day immediately preceding the Scheduled Maturity Date] [*If the Notes are **neither** Uncerficated Swedish Notes **nor** Uncertificated Finnish Notes :* the 4th Business Day immediately preceding the Scheduled Maturity Date]
(x)	**Reference Entity(ies):**	[*For Single Name Notes:* As specified in "Annex for Credit Linked Notes" hereto (or any Successor thereto)] [*For Basket Notes (which by definition include Tranche Notes) and FTD Notes:* The Reference Entities comprised in the Reference Portfolio as described in "Annex for Credit Linked Notes" hereto (or any Successor thereto)]
	[*NB: Please insert in the "Annex for Credit Linked Notes" the name of the Reference Entity(ies) which may be any firm, company, corporation, any unincorporated association, establishment or other entity, or any equivalent entity, a government, state or local authority or agency of a state or of a local authority, or any state-owned or state-controlled entity, any partnership, limited or otherwise, any special purpose vehicle (incorporated or otherwise), any category or type of fund (including, without limitation, open-end funds, closed-end funds, hedge funds, mutual funds, managed funds or any other collective investment scheme, vehicle or organisation), any securitisation company and any broadly equivalent entity of any of the aforementioned entities*]	
(xi)	**Multiple Successor(s):**	[*For Single Name Notes:* Applicable / Not Applicable] [*For Basket Notes (which by definition include Tranche Notes) and FTD Notes:* Not relevant. The provisions of Condition 1.5 of the Additional Terms and Conditions for Credit Linked Notes do not apply.]
(xii)	**Reference Obligation(s):**	[CUSIP/ISIN: [●] [None]]

[*For Single Name Notes:* As specified in "Annex for Credit Linked Notes" hereto]

[*For Basket Notes (which by definition include Tranche Notes) and FTD Notes:* For each Reference Entity comprised in the Reference Portfolio, the Reference Obligation(s) specified in "Annex for Credit Linked Notes" hereto]

(xiii) Credit Events: [*For Single Name Notes:* The Credit Events specified in "Annex for Credit Linked Notes" hereto]

[*For Basket Notes (which by definition include Tranche Notes) and FTD Notes:* For each Reference Entity comprised in the Reference Portfolio, the Credit Event(s) specified in "Annex for Credit Linked Notes" hereto]

(xiv) Notice of Publicly Available Information: [*For Single Name Notes:* As specified in "Annex for Credit Linked Notes" hereto]

[*For Basket Notes (which by definition include Tranche Notes) and FTD Notes:* For each Reference Entity comprised in the Reference Portfolio, as specified in "Annex for Credit Linked Notes" hereto]

(xv) Obligation(s):

(a) Obligation Category: [*For Single Name Notes:* The Obligation Category specified in "Annex for Credit Linked Notes" hereto]

[*For Basket Notes (which by definition include Tranche Notes) and FTD Notes:* For each Reference Entity comprised in the Reference Portfolio, the Obligation Category specified in "Annex for Credit Linked Notes" hereto]

(b) Obligation Characteristics: [*For Single Name Notes:* The Obligation Characteristics specified in "Annex for Credit Linked Notes" hereto]

[*For Basket Notes (which by definition include Tranche Notes) and FTD Notes:* For each Reference Entity comprised in the Reference Portfolio, the Obligation Characteristics specified in "Annex for Credit Linked Notes" hereto]

(xvi) All Guarantees: [*For Single Name Notes*: As specified in "Annex for Credit Linked Notes" hereto]

[*For Basket Notes (which by definition include Tranche Notes) and FTD Notes*: For each Reference Entity comprised in the Reference Portfolio, as specified in "Annex for Credit Linked

Notes" hereto]

(xvii)	**Additional Provisions relating to certain specific Reference Entities:**	[Applicable, if relevant, as per Condition 1.9 of the Additional Terms and Conditions for Credit Linked Notes] [Not Applicable]
(xviii)	**Business Days (for the purposes of the Additional Terms and Conditions for Credit Linked Notes):**	[●]

23.	**Bond Linked Notes Provisions**	[Applicable, subject to the provisions of the Additional Terms and Conditions for Bond Linked Notes] [Not Applicable]

[*If not applicable, delete the remaining subparagraphs*]

(i)	**Type of Bond Linked Notes:**	[Single Name Bond Linked Notes] [Basket Bond Linked Notes]
(ii)	**Terms relating to Settlement**	
	(a) Settlement Type:	[American] [European] *(NB : American Settlement only if Single Bond Linked Notes)*
	(b) Bond Final Value:	[Fixed Recovery: [●] per cent.] [Floating Recovery : For each Bond, the percentage determined by the Calculation Agent as follows: (i) the Bond Final Price (as such term is defined in the Additional Terms and Conditions for Bond Linked Notes) ; (ii) plus, if any, any partial or total repayment in cash of the Bond which would have been paid to the holders of the Bond under the Bond as of the Bond Final Value Determination Date (as such term is defined in the Additional Terms and Conditions for Bond Linked Notes) as determined by the Calculation Agent, expressed as a percentage of the Bond Notional Amount; ; (iii) plus, if any, the price (expressed as a percentage of the Bond Notional Amount), calculated using a method similar to that to determine the Bond Final Price, of any securities which would have been delivered to the holders of the Bond under the Bond as of the Bond Final Value Determination Date as determined by the Calculation Agent; (iv) minus the Valuation Hedging Cost (as such term is defined in the Additional Terms and Conditions for Bond Linked Notes).]
	(c) Breakage Cost Amount:	[Applicable : means an amount determined by the Calculation Agent equal to the fees, costs and expenses arising directly or indirectly, in connection with terminating, unwinding, realizing or enforcing any repurchase transaction (if any) with the Bond as underlying asset, the purpose of which is to refinance the relevant Bond. For the avoidance of

		doubt, the Breakage Cost Amount may be a positive (if to be received by Société Générale or one of its Affiliate) or negative amount (if to be paid by Société Générale or one of its Affiliate)] [Not Applicable : The Breakage Cost Amount will be equal to zero]
	(d) Relevant Proportion:	means the proportion which one Note bears to the total number of Notes outstanding.
(iii)	**Provisions relating to Basket Bond Linked Notes:**	[Applicable] [Not Applicable]
	[*If not applicable, delete the remaining subparagraphs*]	
	(a) Aggregate Loss Amount:	means the aggregate of the Loss Amounts in respect of the Bond(s) in respect of which a Bond Event Determination Date has occurred.
	(b) Loss Amount:	means in respect of a Bond in respect of which a Bond Event Determination Date has occurred, an amount in the Specified Currency equal to the product of (i) the Bond Notional Amount and (ii) the difference between the Reference Price in respect of each Bond, and the Bond Final Value, subject to a minimum of zero.
	(c) Bond Notional Amount:	[●] [For each Bond, the amount equal to the product of the Bond Weighting and the Reference Portfolio Notional Amount]
	(d) Reference Portfolio Notional Amount:	[●]
	(e) Reference Price:	[●] [[●] per cent.] [For Each Bond comprised in the Reference Portfolio : [●] / the amount specified as such in paragraph "Tables" below]
	(f) Bond Weighting:	[●] [For Each Bond: [●]/ the amount specified as such in paragraph "Tables" below]
	(g) Interest Recovery:	[Fixed Interest Recovery with an Interest Recovery Rate of [*specify*] per cent.] [Floating Interest Recovery]]
(iv)	**Accrual of Interest upon Bond Event:**	[No Accrued Interest upon Bond Event] [Accrued Interest upon Bond Event] [Guaranteed Coupon] (*NB: Guaranteed Coupon only where settlement is European Settlement*) [*If no coupon:* Not relevant. The Notes do not bear interest.]
(v)	**First Bond Event Occurrence Date:**	[●]

(vi) **Bond(s):** [*For Single Name Bond Linked Notes :* The Bond described in paragraph "Tables" below]

[*For Basket Bond Linked Notes :* The Bonds comprised in the Reference Portfolio as described in paragraph "Tables" below]

(vii) **Bond Events:** [*For Single Name Bond Linked Notes:* The Bond Events specified in paragraph "Tables" below]

[*For Basket Bond Linked Notes :* For each Bond comprised in the Reference Portfolio, the Bond Event(s) specified in paragraph "Tables" below]

(viii) **Business Days (for the purposes of the Additional Terms and Conditions for Bond Linked Notes):** [●]

(ix) **Tables:**

[*Insert the following table if the type of Bond Linked Notes is Single Name Bond Linked Notes:*

Bond Issuer	Bond ISIN Code	Currency	Maturity	Reference Price
[●]	[●]	[●]	[●]	[●]]

[*For the following tables, add as many lines as necessary:*

[*Insert the following table if the type of Bond Linked Notes is Basket Bond Linked Notes:*

Reference Portfolio:

Bond Issuer	Bond ISIN Code	Bond Weighting	Currency	Maturity	Reference Price
[●]	[●]	[●]	[●]	[●]	[●]]

[*For all Basket Bond Linked Notes where there is more than one Bond, split the Bond ISIN Code column into the relevant number of columns):*

Terms applicable to a Bond are the ones specified in the table below.

In the table below, "**X**" means "applicable"

Bond Events	[*insert Bond ISIN Code*]
Bond Acceleration	[X]
Bond Default	[X]
Bond Early Redemption	[X]
Bond Restructuring	[X]
Bond Failure to Pay	[X]

24. **Trigger redemption at the option of the Issuer:** [Applicable as per Condition 5.6] [Not Applicable]

[*Insert the following subparagraph **only** if the Outstanding Amount Trigger Level is different from 10% as specified in Condition 5.6*]

[- Outstanding Amount Trigger Level: [●]]

25. **Early Redemption Amount(s) payable on redemption for taxation reasons or on Event of Default:** [●] [[●] per Note of [●] Specified Denomination] [[●] per Calculation Amount] [Market Value]

[*NB: The provisions of Early Redemption Amount(s) payable on redemption for taxation reasons or on Event of Default as per Condition 5.2*]

[*NB: In respect of Italian Listed Certificates only, "Market Value" means the amount determined in good faith and in a commercially reasonable manner by the Calculation Agent to be the fair market value of the Certificates immediately prior (and ignoring the circumstances leading) to such early termination*]

PROVISIONS APPLICABLE TO THE UNDERLYING(S) IF ANY

26. **(i)** **Underlying(s):** [Not Applicable]

[*In respect of single Underlying, insert the following*:
The following Share / ADR / Dividend / Index / SGI Index / Fund / ETF / Commodity / Commodity Index / Inflation Index / Reference Rate / Foreign Exchange Rate / Preference Share / Warrant as defined below:]

[*In respect of basket of Underlyings (which, for the avoidance of doubt may be a combination of different Underlyings), insert the following*:

The following basket of [●] Shares / ADR / Dividends / Indices / SGI Indices / Funds / ETF / Commodities / Commodity Indices / Inflation Indices / Reference Rates / Foreign Exchange Rates / Preference Shares / Warrants [(each an "Underlying "k"" and together the Basket)] as defined below:]

[*Where the underlying is a security need to include the name of the issuer of the security and the International Securities Identification Number (ISIN) or equivalent identification number. Where the underlying is a basket of underlyings, need to include the relevant weightings of each underlying in the basket.*]

[*Where the underlying is an index that is not composed by the Issuer need to include details of where the information about the index can be obtained. Where the underlying is not an index need to include equivalent information.*]

(ii) **Information relating to the past and future performances of the Underlying(s):** [*Need to include details of where past and future performance and volatility of the formula/other variable can be obtained.*]*

[Not Applicable]

(ii)	**Other information relating to the Underlying(s):**	[●] [Information or summaries of information included herein with respect to the Underlying(s), has been extracted from general databases released publicly or by any other available information. [Each of the Issuer and the Guarantor] [The Issuer] confirms that such information has been accurately reproduced and that, so far as it is aware and is able to ascertain from information published, no facts have been omitted which would render the reproduced information inaccurate or misleading.] [*Where the underlying is a Preference Share, insert the following wording:* The performance of the Preference Shares depends on the performance of the relevant Deliverable Asset(s) or basis of reference to which the Preference Shares are linked (the **Preference Share Underlying**). The Preference Share Underlying is [*insert details of the relevant Deliverable Asset(s) or basis of reference to which the Preference Shares relate*]. Information on the Preference Share Underlying (including past and future performance and volatility) is published on [●]. Potential investors should review the Terms of the Preference Shares and consult with their own professional advisors if they consider it necessary. [The Terms of the Preference Shares will be made available to investors upon written request to the specified office of the Preference Share Issuer.] The Preference Share Value will be published on each [Business Day] on [●].] [*Where the underlying is a Warrant, insert the following wording:* The performance of the Warrants depends on the performance of the relevant Deliverable Asset(s) or basis of reference to which the Warrants are linked (the **Warrant Underlying**). The Warrant Underlying is [*insert details of the relevant Deliverable Asset(s) or basis of reference to which the Warrants relate*]. Information on the Warrant Underlying (including past and future performance and volatility is published on [●]. Potential investors should review the terms of the Warrants and consult with their own professional advisors if they consider it necessary. The terms of the Warrants will be available on [●]. The value of the Warrants will be published on each [Business Day] on [●].] [Not Applicable]

DEFINITIONS APPLICABLE TO INTEREST (IF ANY), REDEMPTION AND THE UNDERLYING(S) IF ANY

27.	**(i)**	**Definitions relating to date(s):**	[Applicable] [Not Applicable] [*NB: Add as many lines as necessary*]

	[- ***Insert any relevant date(s)*:**	[*Insert date(s)*]]
(ii)	**Definitions relating to the Product:**	[Applicable, subject to the provisions of the Additional Terms and Conditions relating to Formulae] [Not Applicable]

[*NB: Add as many lines as necessary*]

	[- ***Insert any relevant defined term(s) applicable to interest (if any), redemption and the underlying(s) (if any), from the Additional Terms and Conditions relating to Formulae*:**	[*Insert the relevant definition(s) corresponding to the reference of the product in the Additional Terms and Conditions relating to Formulae and mentioned in paragraph "Reference of the Product" above*]]

PROVISIONS RELATING TO SECURED NOTES

28.	**Secured Notes Provisions:**	[Applicable, subject to the provisions of the Additional Terms and Conditions relating to Secured Notes] [Not Applicable]

[*If not applicable, delete the remaining subparagraphs*]

(i)	**Collateral Pool:**	[*specify*]
(ii)	**Type of Collateral Pool:**	[Single Series Collateral Pool] [Multiple Series Collateral Pool]
(iii)	**Type of Collateralisation:**	[MV Collateralisation] [NV Collateralisation] [Max (MV, NV) Collateralisation] [Min (MV, NV) Collateralisation]
(iv)	**Eligibility Criteria:**	[*specify*]
(v)	**Collateral Rules:**	[*specify*]
(vi)	**Collateralisation Percentage:**	[*specify a fixed Collateralisation Percentage or a formula*]

[*NB: Where Max (MV, NV) Collateralisation or Min (MV, NV) Collateralisation is applicable, specify percentage level for MV and NV Collateralisation if different*]

[*specify where the Collateralisation Percentage may vary after a certain date, following the occurrence of a trigger event or following an unanimous decision of the Noteholders*]

[*where the Collateralisation Percentage may vary following an unanimous decision of the Noteholders, specify a notification period*]

(vii)	**Haircuts:**	[Applicable] [Not Applicable]

[*If applicable, specify details of the haircut to be applied in relation to each type or class of Collateral Asset*]

[*NB: Haircuts must be the same for each Series of Secured Notes secured on the same*

Collateral Pool]

(viii)	**Collateral Test Dates:**	[*specify*] [No periodic Collateral Test Dates]

[*NB*: *If it is intended that there will be no periodic adjustments to the amount of Collateral Assets in respect of a particular Series of Secured Notes*]

[*NB: Collateral Test Dates must be the same for each Series of Secured Notes secured on the same Collateral Pool*]

(ix)	**Collateral Substitution:**	[Applicable] [Not Applicable]
(x)	**Waiver of Rights:**	[Applicable] [Not Applicable]
(xi)	**Early Redemption Amount following occurrence of a Collateral Disruption Event:**	[Market Value]
(xii)	**Physical Delivery of Collateral Assets:**	[Applicable] [Not Applicable]

[*NB The Secured Notes secured on a Particular Collateral Pool must either all be subject to Physical Delivery of Collateral Assets or not*]

[*If (e) Not Applicable, delete the remaining subparagraphs*]

-	**Method of transfer of Collateral Assets in respect of Collateral Assets Entitlement**	[*specify*] [Delivery through Clearstream, Luxembourg or Euroclear or any other relevant clearance institution (the **Relevant Clearing System**) unless the Collateral Assets are not eligible for clearance by the Relevant Clearing System, in which case transfer will take place outside the Relevant Clearing System]
(xiii)	**Order of Priority:**	[The Standard Order of Priority (as defined in the Additional Terms and Conditions relating to Secured Notes) applies] [*Describe alternative Order of Priority*]
(xiv)	**Other applicable options as per the Additional Terms and Conditions relating to Secured Notes:**	[Not Applicable] [Collateral Valuation at Nominal Value is applicable] [*where the Collateral Valuation Currency is Euro, specify where the Collateral Currency Screen Page and the Collateral Currency Specified Time differ from the Collateral Currency Screen Page and the Collateral Currency Specified Time specified in the Collateral Provisions]* [*where the Collateral Valuation Currency is other than Euro, specify the Collateral Valuation Currency, the Collateral Currency Screen Page and the Collateral Currency Specified Time*] [*specify where a different Valuation Point shall be used*]

GENERAL PROVISIONS APPLICABLE TO THE NOTES

29. Provisions applicable to payment date(s):

- **Payment Business Day:** [Following Payment Business Day] [Modified Following Payment Business Day]

  [*In respect of Credit Linked Note with Physical Settlement*: The definition of "Business Day" of the Additional Terms and Conditions for Credit Linked Notes applies]

  [*NB: Amend "Payment Business Day" definition if payment is to be made on 25 December as Euroclear and Clearstream, Luxembourg do not settle payments on such day.*]

  [*NB: "Payment Business Day" election in accordance with English law Condition 4.7 or French law Condition 4.4, as the case may be.*]

- **Financial Centre(s):** [*give details*]

  [*In respect of Credit Linked Note with Physical Settlement*: [●] and solely for the purposes of physical settlement, if applicable, a day in any other jurisdiction in which a bank must be open in order to effect settlement of any Deliverable Obligations being Delivered]

30. Form of the Notes:

(i) Form: [*If English law Notes in bearer form:* [Temporary Global Note exchangeable for a Permanent Global Note which is exchangeable for Definitive Bearer Notes only upon an Exchange Event] [Permanent Global Notes exchangeable for Definitive Bearer Notes only upon an Exchange Event]]

[*If English law Notes in registered form:* [Non-US Registered Global Note registered in the name of a nominee for a common depositary for Euroclear and Clearstream, Luxembourg]

[*If French law Notes in materialised form:* Materialised Notes: Temporary Global Certificate]

[*If French law Notes in dematerialised form:* Dematerialised Notes: Bearer dematerialised form (*au porteur*)]

[*If SIS Notes in bearer form:* [CHF SIS Notes] [Other SIS Notes] in the form of a Permanent Global SIS Note exchangeable for Definitive Bearer SIS Note only upon a Bearer SIS Notes Exchange Event]

[*If SIS Notes in uncertificated form:* Uncertificated SIS Notes: dematerialised Uncertificated Notes in book entry form issued, cleared and settled through SIX SIS Ltd]

[*If EUI Notes*: Dematerialised Uncertificated Notes in book-entry form issued, cleared and settled through Euroclear UK & Ireland Limited (CREST). CREST Depositary Interest / Direct CREST Settlement]

[*If Uncertificated Swedish Notes:* Dematerialised Uncertificated Swedish Notes in book entry form issued, cleared and settled through Euroclear Sweden in accordance with the Swedish Financial Instruments Accounts Act (SFS 1998:1479), as amended]

[*If Uncertificated Finnish Notes:* Dematerialised Uncertificated Finnish Notes in book entry form issued, cleared and settled through Euroclear Finland in accordance with the Finnish Act on the Book-Entry System and Clearing Operations (749/2012), and the Finnish Act on Book-Entry Accounts (827/1991), as amended]

[*If Uncertificated Norwegian Notes:* Dematerialised Uncertificated Notes in book entry form issued and cleared through Verdipapirsentralen in accordance with the Norwegian Act related to Registration of Financial Instruments No 64 of 5 July 2002]

[Notes shall not be physically delivered in Belgium, except to a clearing system, a depositary or other institution for the purpose of their immobilisation in accordance with article 4 of the Belgian Law of 14 December 2005.]

[*NB: If the Notes are in certificated form or book-entry form*, *insert name and address of the entity in charge of keeping the record*]

[*NB: Elect "Yes" opposite "New Global Note" if "Yes" is elected in Part B under the heading "Operational Information" opposite the paragraph entitled "Intended to be held in a manner which would allow Eurosystem eligibility*"]

(ii) New Global Note: [Yes] [No]

[*NB: Delete the following subparagraph in case of Notes other than Definitive Bearer Notes*]

[(iii) Talons for future Coupons or Receipts to be attached to Definitive Bearer Notes: [Yes (if appropriate)] [Not Applicable]]

31. Redenomination: [Not Applicable] [As per Condition 1]

32.	**Consolidation:**	[Not Applicable] [*If English law Notes and Uncertificated Notes:* As per Condition 15] [*If French law Notes:* As per Condition 14]
33.	**Partly Paid Notes Provisions:**	[Applicable as per Condition 5.11] [Not Applicable]

[*NB: amount of each payment comprising the Issue Price and date on which each payment is to be made and consequences of failure to pay*]

[*If not applicable, delete the remaining subparagraphs*]

(i)	**Part Payment Amount(s):**	[●]
(ii)	**Part Payment Date(s):**	[●]

34.	**Instalment Notes Provisions:**	[Applicable as per Condition 5.10] [Not Applicable]

[*If not applicable, delete the remaining subparagraphs*]

(i)	**Instalment Amount(s):**	[●]
(ii)	**Instalment Date(s):**	[●]

35.	**Masse:**	[Not Applicable] [As per Condition 12] [The provisions of Condition 12 are waived in their entirety and replaced by the provisions of French *Code de commerce* relating to the Masse]

[*NB: Masse will not be applicable to Notes other than French Law Notes. Note that, in respect of any Tranche of Notes issued inside France, French law Condition 12 must be waived in its entirety and replaced by the provisions of French* Code de commerce *relating to the Masse.*]

(i)	**Representative of the Masse:**	[●] (*specify name and address*)
(ii)	**Remuneration of the Representative:**	[●] (*if applicable, specify the amount and payment] date*)]

[*NB: The Final Terms should be signed by the Issuer and the Guarantor, as the case may be, in those jurisdictions where the Issuer and the Guarantor, as the case may be, is legally required to sign or where market practice dictates that it should (for example for SIX Swiss Exchange listing purposes).*

The signature block may be deleted in those jurisdictions where neither of the above applies.

Signed on behalf of the Issuer:	Signed on behalf of the Guarantor:
By:	By:
Duly authorised	Duly authorised]

PART B – OTHER INFORMATION

1. LISTING AND ADMISSION TO TRADING

(i)	**Listing:**	[None] [Application has been made for the Notes to be listed on [the official list of the Luxembourg Stock Exchange] [on the main segment of the Swiss Exchange] [*Specify other*]]
(ii)	**Admission to trading:**	[*In the case of a listing on a non EU regulated market or where no listing is to occur:* Not Applicable] [Application has been made for the Notes to be admitted to trading on [the Regulated Market of the Luxembourg Stock Exchange] [*in the case of derivatives*: Scoach Switzerland] [*in the case of bonds*: the SIX Swiss Exchange] [*Specify other*] with effect from [or as soon as practicable after] [the Issue Date]] [**There can be no assurance that the listing and trading of the Notes will be approved with effect on [the Issue Date] or at all.**] [*Where documenting a fungible issue need to indicate that original securities are already admitted to trading*: The existing [*Settlement Currency*] [*Aggregate Nominal Amount*] Notes due [*Maturity Date*] (*Tranche Number*) are already admitted to trading on [●]
(iii)	**Estimate of total expenses related to admission to trading:**	[●] [Not Applicable]]**
(iv)	**Information required for Notes to be listed on the SIX Swiss Exchange:**	[Applicable] [Not Applicable]

[*If Not Applicable, delete the remaining subparagraphs*]

[- Listing/Trading information:

(a)	**Trading Size and Ratio:**	[The Notes can only be traded in the Specified Denomination and integral multiples of the Specified Denomination] [*minimum and maximum trading size and the standard exercise ratio*]
(b)	**First Trading Day:**	[●]
(c)	**Last Trading Day and Time:**	[●] [*last trading day as well as (in the case of derivatives) the time of day at which trading shall cease*]
(d)	**Swiss ticker symbol:**	[●]
(e)	**Capital Protection:**	(*In the case of derivatives*) [●] [Capital protection [*specify*] /no capital protection]

	(f) Type of quoting:	(*In the case of derivatives*) [●] [the Notes are traded or quoted including accrued interest (dirty trading)] [accrued interest is shown separately (clean trading)].
-	**Information relating to underlying(s) instruments:**	[*insert the information on the underlying instruments required by section 4 of scheme F (for derivatives) or sections 2.5.2 and 2.5.3 of scheme E (for bonds) of the SIX Swiss Exchange and the tax information in relation to a purchase of underlying instruments required by section 3.2.12 of scheme F of the SIX Swiss Exchange in respect to Notes to be listed on the SIX Swiss Exchange, to the extent such information is not already included elsewhere in the Final Terms.*]
-	**Additional information:**	
	(a) Fees charged by the Issuer to the Noteholders post-issuance:	[*Give details*] [None]
	(b) Name and address of the representative for purposes of article 43 of the Listing Rules of the SIX Swiss Exchange:	[Société Générale, Paris, Zurich Branch, Talacker 50, PO Box 1928, 8021 Zurich, Switzerland.] [*Insert name and address of the relevant representatives if different from the foregoing*]
	(c) No material adverse change:	[●] [Save as disclosed in this Base Prospectus (as amended by supplements from time to time), there has been no material adverse change, nor any event involving a prospective material adverse change in the financial and trading position of the Issuer [and the Guarantor] since the date of the Base Prospectus (as amended by supplements from time to time)]
	(d) Swiss tax information:	- Swiss Federal Stamp Duty: secondary market transactions are not subject to Swiss federal stamp duty. [*Insert in case of physical delivery :* - The Physical Delivery of any Underlying is in principle subject to the Swiss Stamp Duty. - For further tax information, see the section "Taxation", paragraph "Switzerland" set out in the Base Prospectus. Noteholders are advised to consult with their professional tax advisors as to the respective Swiss tax consequences of the purchase, ownership, disposition or redemption of Notes.]]

2. RATINGS

[The Notes to be issued have [not] been rated [*Specify rating(s) of Notes being issued*] [by [*Specify rating agency(ies).*]

[*If credit ratings are assigned to Notes at the request or with the cooperation of the Issuer in the rating process, need to include a brief explanation of the meaning of the rating if this has previously been published by the rating provider.*]

[*The above disclosure should reflect the rating allocated to Notes of the type being issued under the Programme generally or, where the issue has been specifically rated, that rating.*]

3. INTERESTS OF NATURAL AND LEGAL PERSONS INVOLVED IN THE ISSUE/OFFER

[*Need to include a description of any interest, including conflicting ones, that is material to the issue/offer, detailing the persons involved and the nature of the interest. May be satisfied by the inclusion of the following statement:*

Save for any fees payable to the [Manager(s)/Dealer, so] [So] far as the Issuer is aware, no person involved in the issue of the Notes has an interest material to the offer.]

[*Amend as appropriate if there are other interests*]

4. REASONS FOR THE OFFER, ESTIMATED NET PROCEEDS AND TOTAL EXPENSES

(i) Reasons for the offer: [●] [See "Use of Proceeds" wording in the Base Prospectus] [Not Applicable]

[*NB: if reasons for offer are different from making profit and/or hedging certain risks will need to include those reasons here.*]

(ii) Estimated net proceeds: [●] [Not Applicable]

[*If the proceeds are intended for more than one purpose, those purposes should be disclosed in order of priority. If the proceeds will be insufficient to fund all disclosed purposes, state the amount and sources of other funding.*]

(iii) Estimated total expenses: [●] [Not Applicable]

[*Expenses must be broken down into each principal intended "use" and presented in order of priority of such "uses".*]

[*Delete unless the Notes are debt securities or derivative securities to which Annex V or Annex XII, respectively, of the Prospectus Directive Regulation applies, in which case (i) above is required where the reasons for the offer are different from making profit and/or hedging certain risks and, where such reasons are inserted in (i), disclosure of net proceeds and total expenses at (ii) and (iii) above are also required regardless of denomination.*]

[*NB: If the Notes are debt securities or derivative securities to which Annex V or Annex XII, respectively, of the Prospectus Directive Regulation applies (i) above is required where the reasons for the offer are different from making profit and/or hedging certain risks and, where such reasons are inserted in (i), disclosure of net proceeds and total expenses at (ii) and (iii) above are also required regardless of denomination.*]

5. INDICATION OF YIELD (*Fixed Rate Notes only*)
[Not Applicable] [●].

[*NB: See the paragraph "Indication of Yield" in the section "General Information" of the Base Prospectus.*]

6. HISTORIC INTEREST RATES (*Floating Rate Notes only*)

[Not Applicable]

[Details of historic [LIBOR] [EURIBOR] [SHIBOR] [*replicate other as specified in the Conditions*] rates can be obtained from [Reuters] [Bloomberg].]

7. PERFORMANCE OF FORMULA, EXPLANATION OF EFFECT ON VALUE OF INVESTMENT AND ASSOCIATED RISKS (*Structured Notes only*)

[Not Applicable] [Applicable]

[*This paragraph only applies if the Notes are derivative securities to which Annex XII of the Prospectus Directive Regulation applies.*]

[*Need to include a clear and comprehensive explanation of how the value of the investment is affected by the underlying and the circumstances when the risks are most evident.*]*

8. OPERATIONAL INFORMATION

(i) Security identification code(s):

- **ISIN code:** [●]

[- **Common code:** [●]]

[- **Temporary ISIN code:** [●]]

[- **Temporary Common code:** [●]]

[*NB: The ISIN and Common codes must be marked as "restricted" for Securities Act purposes in the case of Combined Global Notes.*]

[- **German security number (*WKN number*):** [●]]

[- **Swiss security number (*Valoren number*):** [●]]

(ii) Clearing System(s): [*give name(s) and relevant identification number(s)*] [Not Applicable] [*NB: In any case of SIS Notes or listing on SIX, add*: "Euroclear [France], Clearstream, SIX SIS"]

(iii) Delivery: Delivery [against] [free of] payment

(iv) Calculation Agent: [*Give name and address*]

(v) Paying Agent(s): [*Give name(s) and address(es)*]

(vi) Intended to be held in a manner which would allow Eurosystem eligibility: [Yes] [No]

[Note that the designation "yes" does not necessarily mean that the Notes will be recognized as eligible collateral for Eurosystem monetary policy and intra-day credit operations by the Eurosystem either upon issue or at any or all times during their life. Such recognition will

depend upon the ECB being satisfied that Eurosystem eligibility criteria have been met.

The Notes will be deposited initially upon issue with [one of the ICSDS acting as common safekeeper/ [a non-ICSD] common safekeeper.] [*Include this text if "yes" selected in which case bearer Notes must be issued in NGN form and registered Notes must be held under the NSS*]

[*In case of French Law Notes*: Not applicable on the basis that the Notes are French law notes issued in dematerialised form and therefore not "held". The Notes will be inscribed in the books of Euroclear France, being a domestic central securities depositary. The Notes are intended to be Eurosystem eligible, but it is not hereby represented, warranted, undertaken or implied that the Notes will be recognised.]

(vii) **Address and contact details of Société Générale for all administrative communications relating to the Notes:**

Telephone: [●]
Facsimile: [●]
Attention: [●]
Email: [●]

9. DISTRIBUTION

(i) **Method of distribution:** [Syndicated] [Non-syndicated]

[*If syndicated:*

- **Names [and addresses and underwriting commitments]* of Managers:** [Not Applicable] [give names [and addresses and underwriting commitments]* of Managers]

  [*If the Notes are derivative securities to which Annex XII of the Prospectus Directive Regulation applies, include the names [and addresses]* of entities agreeing to underwrite the issue on a firm commitment basis and the names [and addresses]* of the entities agreeing to place the issue without a firm commitment or on a "best efforts" basis if such entities are not the same as the Managers*.]

- **Date of Syndication Agreement:** [Not Applicable] [*give date*]

  [*Only applicable if the Notes are debt securities or derivative securities to which Annex V or Annex XII, respectively, of the Prospectus Directive Regulation applies*.]

- **Stabilising Manager (if any):** [Not Applicable] [*give details*]

[*If non-syndicated*: [Not Applicable] [*give name [and address]* of Dealer*]

- **Dealer(s):** [give names [and addresses and underwriting commitments]* of Managers]

[*If the Notes are debt securities or derivative securities to which Annex V or Annex XII of the Prospectus Directive Regulation applies, include the names [and addresses]* of entities agreeing to underwrite the issue on a firm commitment basis and the names [and addresses]* of the entities agreeing to place the issue without a firm commitment or on a "best efforts" basis if such entities are not the same as the Managers*.]

(ii) **Total commission and concession:** [[●] per cent. of the Aggregate Nominal Amount] [There is no commission and/or concession paid by the Issuer to the Dealer or the Managers] [Not Applicable] [*Specify other*]]*

(iii) **TEFRA rules:** [TEFRA D] [TEFRA C] [Not Applicable]

[*NB: See the United States' selling restrictions in the section "Subscription, Sale and Transfer Restrictions" of the Base Prospectus*]

(iv) **Permanently Restricted Notes:** [Yes] [No]

[*NB: See the United States' selling restrictions in the section "Subscription, Sale and Transfer Restrictions" of the Base Prospectus*]

(v) **Non-exempt Offer:** [Not Applicable] [An offer of the Notes may be made by the Managers [and [*specify, if applicable names of other financial intermediaries/placers making non-exempt offers, to the extent known (ties into individual consent granted in Prospectus) OR include a generic description of other parties involved in non-exempt offers (e.g. "other parties authorised by [the managers]")*]] other than pursuant to Article 3(2) of the Prospectus Directive in the public offer jurisdiction(s) (**Public Offer Jurisdiction(s)**) during the offer period (**Offer Period**) as specified in the paragraph "Public Offers in European Economic Area" below.

(vi) **General Consent:** [Not Applicable] [Applicable]

(vii) **Other conditions to consent:** [Not Applicable] [*Add here any other conditions to which the consent given is subject*].

10. PUBLIC OFFERS IN EUROPEAN ECONOMIC AREA

[*NB: This paragraph applies only in respect of any offer of Notes made in any Member State of the European Economic Area which has implemented the Prospectus Directive (each, a Relevant Member State), where such offer is not made pursuant to an exemption under the Prospectus Directive, as implemented in that Relevant Member State, from the requirement to publish a prospectus for offers of Notes*.]

[Not Applicable]

[*If not applicable, delete the remaining subparagraphs*]

- **Public Offer Jurisdiction(s):** [*Specify relevant Member State(s) - which must be*

		jurisdictions where the Prospectus and any supplements have been passported]
-	**Offer Period:**	From [●] to [●]
-	**Offer Price:**	[The Issuer has offered the Notes to the Dealer/Managers at the initial issue price of [●] less a total commission of [●]. [*or where the price is not determined at the date of the Final Terms*] The issue price of the Notes will be determined by the Issuer and the [Dealer/Managers] on or about [●] in accordance with market conditions then prevailing, including [supply and demand for the Notes and other similar securities] [and] [the then current market price of [*insert relevant benchmark security, if any*].] [*Specify other*] [*N.B. For Preference Share Linked Notes and Warrant Linked Notes, commission must not be deducted from the Issue Price. Commission should be paid outside of the terms of the Notes*]
-	**Conditions to which the offer is subject:**	[Not Applicable] [Offers of the Notes are conditional [on their issue [*only applicable to offers during the subscription period*]] [on any additional conditions set out in the standard terms of business of the Financial Intermediaries, notified to investors by such relevant Financial Intermediaries]]
-	**Description of the application process:**	[Not Applicable] [*Give details*] [*NB:Not Applicable unless full application process is being followed in relation to the issue*]
-	**Description of possibility to reduce subscriptions and manner for refunding excess amount paid by applicants:**	[Not Applicable] [*Give details*] [*NB:Not Applicable unless full application process is being followed in relation to the issue*]
-	**Details of the minimum and/or maximum amount of application:**	[Not Applicable] [*Give details*] [*NB:Not Applicable unless full application process is being followed in relation to the issue*]
-	**Details of the method and time limits for paying up and delivering the Notes:**	[The Notes will be issued on the Issue Date against payment to the Issuer of the net subscription moneys.] [However, the settlement and delivery of the Notes will be executed through the Dealer mentioned above.] [Investors will be notified by the relevant Financial Intermediary of their allocations of Notes and the settlement arrangements in respect thereof.] [The Notes will be delivered on any day during the offer by payment of the purchase price by the Noteholders to the relevant

Financial Intermediary.]

-	**Manner and date in which results of the offer are to be made public:**	[Publication on the website [of the Issuer] ([insert website)] and in a daily newspaper of general circulation in the relevant place(s) of listing and/or public offer at the end of the [subscription/marketing] period if required by local regulation.] [*Specify other*]
-	**Procedure for exercise of any right of pre-emption, negotiability of subscription rights and treatment of subscription rights not exercised:**	[Not Applicable] [*Give details*] [*NB:Not Applicable unless full application process is being followed in relation to the issue*]
-	**Whether tranche(s) has/have been reserved for certain countries:**	[Not Applicable] [*Give details*]
-	**Process for notification to applicants of the amount allotted and the indication whether dealing may begin before notification is made:**	[Not Applicable] [*Give details*] [*NB:Not Applicable unless full application process is being followed in relation to the issue*]
-	**Amount of any expenses and taxes specifically charged to the subscriber or purchaser:**	[●]]*
-	**Name(s) and address(es), to the extent known to the Issuer, of the placers in the various countries where the offer takes place*:***	[None] [*Give details*]

11. ADDITIONAL INFORMATION

-	**Minimum investment in the Notes:**	[●] [Not Applicable]
-	**[Minimum trading] [Minimum Trading Lot]:**	[●] [Not Applicable]

[Add s many lines as necessary:

-	**[*Insert any other relevant additional information pursuant to Annex XXI of the Commission Delegated Regulation (EU) of 30 March 2012*:**	[*Give details*]]

[*NB: Insert the following paragraph in the case of Notes that are listed on SIX or distributed in or from Switzerland*:

[12. PUBLIC OFFERS IN OR FROM SWITZERLAND AND SWISS SIMPLIFIED PROSPECTUS

[*If structured products distributed in or from Switzerland to non-qualified investors, and not listed on SIX,*

add: Applicable, i.e the Notes may be distributed to non-qualified investors in or from Switzerland. A Swiss simplified prospectus has been made available for the purpose of the offer of these Notes in or from Switzerland in accordance with the CISA requirements. Copies of the Swiss simplified prospectus are available from [*insert relevant address and contact details in Switzerland*]

[*If bonds or structured products listed on SIX, add:* Applicable, i.e the Notes may be distributed in or from Switzerland publicly [*if structured product, add:* and to non-qualified investors]. [*If structured product (i) distributed in or from Switzerland or (ii) applied for provisional trading on SIX prior to Final Terms being available, add*: A ([indicative]) termsheet in the form of a Swiss simplified prospectus has been made available.] [*If bonds, or structured product (i) NOT distributed in or from Switzerland and (ii) NOT applied for provisional trading on SIX prior to Final Terms being available, add:* No Swiss simplified prospectus as per the CISA is required for the purpose of the offer of these Notes.]

[*If bonds publicly offered in or from Switzerland, and not listed on SIX, add*: Applicable, i.e. the Notes may be offered publicly in or from Switzerland. No Swiss simplified prospectus as per the CISA is required for the purpose of the offer of these Notes.]

[*In any other case, add:* Not Applicable]

[*Internal guideline:* Only floating rate notes and fixed rate notes without any underlying shall qualify as bonds]

ANNEX FOR CREDIT LINKED NOTES

[*Insert the following table if the type of Credit Linked Notes is Single Name Notes:*

Reference Entity	Transaction Type	Reference Obligation	Status
[●]	[●]	[●]	[●]]

[*For the following tables, add as many lines as necessary:*

Insert the following table if the type of Credit Linked Notes is FTD Notes:

Reference Portfolio:

Reference Entities	Transaction Type	Reference Obligation	Status
[●]	[●]	[●]	[●]

[*Insert the following table if the type of Credit Linked Notes is Basket or Tranche Notes:*

Reference Portfolio:

Reference Entities	Transaction Type	Reference Entity Weighting	Reference Obligation	Reference Price	Status
[●]	[●]	[●]	[●]	[●]	[●]

[*For all types of Notes (for Basket Notes or First-to-Default Notes where there is more than one Transaction Type, split the Transaction Type column into the relevant number of columns):*

[*For Single Name Notes:* Terms applicable to the Reference Entity are the ones specified in the tables below for the Transaction Type of such Reference Entity as determined in the table above.]

[*For Basket Notes (which by definition include Tranche Notes) and FTD Notes:* Terms applicable to a Reference Entity are the ones specified in the tables below for the Transaction Type of such Reference Entity as determined in the table above.]

In the tables below, "**X**" means "applicable"

Credit Events	**[*insert Transaction Type*]**
Bankruptcy	[X]
Failure to Pay	[X]
Grace Period Extension	[X]
Notice of Publicly Available Information	[X]
Payment Requirement	[[X] (USD 1,000,000)] [[X] ([●])]
Obligation Default	[X]
Obligation Acceleration	[X]
Repudiation/Moratorium	[X]
Restructuring	[X]
Restructuring Maturity Limitation and Fully Transferable Obligation	[X]
Modified Restructuring Maturity Limitation and Conditionally Transferable Obligation	[X]
Multiple Holder Obligation	[X]
Default Requirement	[[X] (USD 10,000,000)] [[X] ([●])]
All Guarantees	[X]
Obligations Category	**[*insert Transaction Type*]**
Payment	[X]
Borrowed Money	[X]
Reference Obligations Only	[X]
Bond	[X]
Loan	[X]
Bond or Loan	[X]
Obligations Characteristics	**[*insert Transaction Type*]**
Not Subordinated	[X]
Standard Specified Currencies	[X]
Standard Specified Currencies and Domestic Currency	[X]
Not Sovereign Lender	[X]
Not Domestic Currency	[X]
Not Domestic Law	[X]
Listed	[X]
Not Domestic Issuance	[X]
[Deliverable] [Selected] Obligations Category	**[*insert Transaction Type*]**
Payment	[X]
Borrowed Money	[X]
Reference Obligations Only	[X]
Bond	[X]
Loan	[X]
Bond or Loan	[X]

[Deliverable] [Selected] Obligations Characteristics	**[*insert Transaction Type*]**
Not Subordinated	[X]
Standard Specified Currencies	[X]
Standard Specified Currencies and Domestic Currency	[X]
Not Sovereign Lender	[X]
Not Domestic Currency	[X]
Not Domestic Law	[X]
Listed	[X]
Not Contingent	[X]
Assignable Loan	[X]
Consent Required Loan	[X]
Transferable	[X]
Not Bearer	[X]
Maximum Maturity: 30 Years	[X]
Not Domestic Issuance	[X]
Accelerated or Matured	[X]

[ISSUE SPECIFIC SUMMARY:

(Issuer to annex the issue specific summary to the final terms having completed the relevant Elements in accordance with the specific conditions of the Notes)

TERMS AND CONDITIONS OF THE ENGLISH LAW NOTES AND THE UNCERTIFICATED NOTES

The following terms and conditions, together with (if applicable) the Additional Terms and Conditions for Share Linked Notes, the Additional Terms and Conditions for Index Linked Notes, the Additional Terms and Conditions for SGI Index Linked Notes, the Additional Terms and Conditions for ADR Linked Notes, the Additional Terms and Conditions for Dividend Linked Notes, the Additional Terms and Conditions for ETF Linked Notes, the Additional Terms and Conditions for Commodity Linked Notes, the Additional Terms and Conditions for Fund Linked Notes, the Additional Terms and Conditions for Preference Share Linked Notes, the Additional Terms and Conditions for Warrant Linked Notes, the Additional Terms and Conditions for Reference Rate Linked Notes, the Additional Terms and Conditions for Foreign Exchange Rate Linked Notes, the Additional Terms and Conditions for Bond Linked Notes, the Additional Terms and Conditions for Credit Linked Notes, the Additional Terms and Conditions for Inflation Index Linked Notes and (if applicable), the Additional Terms and Conditions relating to Formulae, the Additional Terms and Conditions for Secured Notes and the Additional Terms and Conditions for Swedish Notes, are the Terms and Conditions of the Notes to be issued under English law, including SIS Notes (as defined in Condition 1) (the **Terms and Conditions** or **Conditions**) and will be attached to or incorporated by reference into each Global Note and each Definitive Note, in the latter case only if permitted by the relevant stock exchange or other relevant authority (if any) and agreed by the relevant Issuer and the relevant Purchaser(s) at the time of issue but, if not so permitted and agreed, such Definitive Note will have endorsed upon or attached thereto such Terms and Conditions.

The following Terms and Conditions will, if the context so permits, apply to Uncertificated Notes. The applicable Final Terms in relation to any Tranche of Notes will complete the following Terms and Conditions for the purpose of such Notes (including, for the avoidance of doubt, Uncertificated Notes). The applicable Final Terms (or the relevant provisions thereof) will be endorsed on, attached to or incorporated by reference into, each Temporary Global Note, Permanent Global Note and Definitive Note and shall be deemed to apply to Uncertificated Notes.

For the purposes of these Terms and Conditions, **Underlying** shall mean, as specified in the applicable Final Terms, a Share and/or an ADR and/or a Dividend and/or Index and/or a SGI Index and/or a Fund and/or an ETF and/or a Commodity and/or Commodity Index and/or Inflation Index and/or Reference Rate and/or Foreign Exchange Rate and/or Preference Share and/or Warrant or a basket thereof (each as defined in the Additional Terms and Conditions relating to the relevant Underlying).

Words and expressions defined in the Agency Agreement (as defined below) or used in the applicable Final Terms shall have the same meanings where used in these Terms and Conditions unless the context otherwise requires or unless otherwise stated and provided that, in the event of any inconsistency between the Agency Agreement and the applicable Final Terms, the applicable Final Terms will prevail.

This Note is one of a Series (as defined below) of Notes issued with the benefit of an Agency Agreement. References herein to the **Issuer** shall be references to the party specified as such in the applicable Final Terms (as defined below) and, in the case of any substitution of the Issuer in accordance with Condition 12, the **Substituted Debtor** as defined in Condition 12.

References herein to the **Notes** shall be references to the Notes of this Series and shall mean:

(a) in relation to any Notes in bearer form (**Bearer Notes**). Each Tranche of Bearer Notes shall be a Temporary Global Note or a Permanent Global Note or, in case of Bearer SIS Notes (as defined below), a Permanent Global SIS Note, each as defined below;

(b) in relation to any Notes (other than Uncertificated Notes) in registered form (**Registered Notes**);

(c) in relation to any Notes in uncertificated and dematerialised book-entry form (**Uncertificated Notes**). Uncertificated Notes shall include Uncertificated Nordic Notes, Uncertificated SIS Notes and EUI Notes, each as defined below;

(d) in relation to any Note(s) represented by a Global Note (as defined below), units of each specified denomination (the **Specified Denomination**) in the specified currency of issue (the **Specified Currency**);

(e) any global Note representing Notes in bearer or registered form (**Bearer Global Notes** and **Registered Global Notes**, respectively, and each a **Global Note**). A Registered Global Note shall be, as the case may be, a Regulation S Global Note or Non-US Registered Global Note, a Rule 144A Global Note or a Combined Global Note, each as defined in Condition 1.2 below;

(f) any Bearer Global Note issued as a new Global Note (**New Global Note(s)** or **NGNs**);

(g) any Registered Global Note issued under the new safekeeping structure (the **NSS**);

(h) definitive Bearer Notes (**Definitive Bearer Notes**) issued in exchange for a Global Note;

(i) definitive Bearer SIS Notes (**Definitive Bearer SIS Notes**) issued in exchange for a Permanent Global SIS Note; and

(j) any definitive Notes in registered form (**Definitive Registered Notes**) whether or not such Definitive Registered Note is issued in exchange for a Registered Global Note and, together, with the Definitive Bearer Notes and Definitive Bearer SIS Notes, the **Definitive Notes**,

and any reference to Notes shall, when the context otherwise requires, include any Global Note(s) representing such Notes.

In these Terms and Conditions, the following expressions shall have the following meanings:

Permanent Global Note shall mean a Global Note representing Bearer Notes of one or more Tranches, either on issue or upon exchange of a Temporary Global Note, or part of it, and which shall be substantially in the form set out in Schedule 2 (Forms of Global and Definitive Bearer Notes, Receipts, Coupons and Talons) Part 2 (Form of Permanent Bearer Global Note) of the Agency Agreement;

Permanent Global SIS Note shall mean a permanent global SIS Note representing Bearer SIS Notes of one or more Tranches on issue, substantially in the form set out in the Annex to the Swiss Paying Agency Agreement attached to the Agency Agreement.

Temporary Global Note shall mean a Global Note representing Bearer Notes of one or more Tranches on issue and which shall be substantially in the form set out in Schedule 2 (Forms of Global and Definitive Bearer Notes, Receipts, Coupons and Talons) Part 1 (Form of Temporary Bearer Global Note) of the Agency Agreement.

The Notes, the Receipts (as defined below) and the Coupons (as defined below) have the benefit of an agency agreement dated 29 April 2013 (the **Agency Agreement**, which expression includes the same as it may be modified and/or supplemented and/or restated from time to time) and made between, *inter alios*, the Issuers, the Guarantor (as defined below), Société Générale Bank & Trust as fiscal agent and, if so specified in the applicable Final Terms, as calculation agent (the **Fiscal Agent** and the **Calculation Agent** respectively, which expressions shall include, in each case, any additional or successor agent or any other calculation agent appointed from time to time and specified in the applicable Final Terms), Société Générale Bank & Trust as registrar, transfer agent and exchange agent (the **Registrar**, the **Transfer Agent** and the **Exchange Agent**, respectively, which expressions shall include, in each case, any additional or successor registrar or any other transfer agent or exchange agent appointed from time to time)) and the other paying agents named therein (such paying agents, together with the Fiscal Agent and the Registrar, the **Paying Agents**, which expression shall include any additional or successor paying agents appointed from time to time). The Paying Agents, the Transfer Agent, the Exchange Agent and, unless the context otherwise requires, the Settlement Agent (as defined in Condition 10) and the Calculation Agent shall be referred to collectively hereunder as the **Agents**.

In connection with Uncertificated Notes, unless the context otherwise requires and except insofar as the terms defined in the Agency Agreement are incorporated by reference herein, any reference herein to the Agency

Agreement will be construed, *mutatis mutandis,* as a reference to the agency agreement(s) entered into with respect to such Uncertificated Notes (and references herein to the Fiscal Agent, the Paying Agent(s) or the Calculation Agent shall be construed accordingly).

Any issue of EUI Notes (as defined below) will have the benefit of an EUI agency agreement (the **EUI Agency Agreement**, which expression shall be construed as a reference to any such agreement as the same may be amended, supplemented or restated from time to time) between the Issuers, the Guarantor, the Agent and the agent, which shall be appointed in the relevant Final Terms in respect of EUI Notes (the **EUI Agent**).

Any issue of SIS Notes (as defined below), and other English Law Notes listed on the SIX Swiss Exchange, will have the benefit of a Swiss paying agency agreement (the **Swiss Paying Agency Agreement**, which expression shall be construed as a reference to any such agreement as the same may be amended, supplemented or restated from time to time) between the Issuer, the Guarantor, the Paying Agents (except the Registrar), the principal Swiss paying agent and the other Swiss paying agents (if any) (the **Principal Swiss Paying Agent** and the **Swiss Paying Agents**, respectively, and the term Paying Agent as defined above shall include such Principal Swiss Paying Agent and the Swiss Paying Agent). The form of the Swiss Paying Agency Agreement is scheduled to the Agency Agreement.

Interest-bearing Definitive Bearer Notes have interest coupons (**Coupons**) and, if indicated in the applicable Final Terms, talons for further Coupons (**Talons**) attached on issue. Any reference herein to "Coupons" or "coupons" shall, unless the context otherwise requires, be deemed to include a reference to "Talons" or "talons".

Definitive Bearer Notes repayable in instalments have receipts (**Receipts**) for the payment of the instalments of principal (other than the final instalment) attached on issue. Global Notes do not have Receipts, Coupons or Talons attached on issue.

The final terms for this Note (or other relevant provisions thereof) are set out in Part A of the Final Terms that are endorsed on, attached to, incorporated by reference in or, in the case of Uncertificated Notes, prepared in connection with, this Note and which complete the Terms and Conditions. If this is an Uncertificated Note, the applicable Final Terms shall be deemed to apply to this Note. The applicable Final Terms (or other relevant provisions thereof) complete these Terms and Conditions and may specify other terms and conditions which shall, to the extent so specified or to the extent inconsistent with these Terms and Conditions, replace or modify these Terms and Conditions for the purposes of this Note (including, for the avoidance of doubt, any Uncertificated Note).

References herein to the **applicable Final Terms** are to Part A of the Final Terms (or other relevant provisions thereof) attached to, incorporated by reference in, or, in the case of Uncertificated Notes, prepared in connection with and deemed applicable to, this Note.

Any reference herein to **Noteholders** or **Holders** of the Notes shall mean the several persons who are for the time being the bearers of Bearer Notes and the registered holders of Registered Notes save that, in respect of the Notes of any Series, (a) for so long as the Notes or any part of them are represented by a Global Note held on behalf of Euroclear and Clearstream, Luxembourg each person (other than Euroclear or Clearstream, Luxembourg) who is for the time being shown in the records of Euroclear or of Clearstream, Luxembourg as the holder of a particular nominal amount of the Notes of the Series (in which regard any certificate or other document issued by Euroclear or Clearstream, Luxembourg as to the nominal amount of the Notes standing to the account of any person shall be conclusive and binding for all purposes save in the case of manifest error) shall be deemed to be the holder of that nominal amount of Notes (and the bearer or registered holder of the relevant Global Note shall be deemed not to be the holder) for all purposes other than with respect to the payment of principal or interest on the Notes, for which purpose the bearer or registered holder of the relevant Global Note shall be treated by the Issuer, the Guarantor, and any Agent as the holder of the Notes in accordance with and subject to the terms of the relevant Global Note and (b) so long as the Depository Trust Company (**DTC**) or its nominee is the registered owner or holder of a Registered Global Note, DTC or its nominee, as the case may be, will be considered the sole owner or holder of the Notes represented by such Registered Global Note for all purposes under the Agency Agreement and the Notes except to the extent that in accordance with DTC's published rules and procedures any ownership rights may be exercised by its participants

or beneficial owners through participants and, in each case, the expressions **Noteholder**, **holder of Notes** and related expressions shall be construed accordingly. Special rules apply to Noteholders of SIS Notes.

Any reference herein to **Receiptholders** shall mean the holders of the Receipts, and any reference herein to **Couponholders** shall mean the holders of the Coupons and shall, unless the context otherwise requires, include the holders of the Talons.

The Issuer may issue Uncertificated Notes. The holder of an Uncertificated Note (other than an Uncertificated SIS Note) will be the persons appearing in the relevant registers in accordance with the legislation, rules and regulations applicable to, and/or issued by, the relevant securities depositary and clearing institution and the term "Noteholder" shall be construed accordingly. Uncertificated Notes will only be transferable in accordance with such legislation, rules and regulations.

Any reference herein to the holder of Notes in the form of Bearer SIS Notes or Uncertificated SIS Notes and related expressions shall be construed as provided below.

Any references in these Terms and Conditions to "Coupons", "Talons" or "Receipts" shall not apply to Uncertificated Notes or to Registered Notes.

Any reference herein to Euroclear and/or Clearstream, Luxembourg (each as defined below) shall, whenever the context so permits, be deemed to include a reference to any additional or alternative clearing system specified in the applicable Final Terms (including, without limitation, Euroclear France and the *Intermédiaires financiers habilités* authorised to maintain accounts therein (together **Euroclear France**), in relation to SIS Notes, SIX SIS Ltd, the Swiss securities services corporation (**SIS**) or any other clearing institution in Switzerland recognised for such purposes by the SIX Swiss Exchange Ltd (the **SIX Swiss Exchange**) and, in relation to Uncertificated Notes (other than Uncertificated SIS Notes), the relevant securities depositary and clearing institution, including, without limitation, Euroclear Sweden AB (**Euroclear Sweden**), Euroclear Finland Ltd (**Euroclear Finland**), Verdipapirsentralen ASA (the **Norwegian Central Security Depositary**) and, in relation to Registered Notes represented by a Rule 144A Global Note or Registered Notes represented by a Regulation S Global Note, DTC, approved by the Issuer, the Guarantor (if applicable), the Fiscal Agent, the Registrar (in the case of Registered Notes only), Euroclear UK and Ireland (**EUI**) and, in the case of Notes listed on the Luxembourg Stock Exchange, the Luxembourg Stock Exchange.

Any references in these Terms and Conditions to **Uncertificated Swedish Notes** shall be references to Uncertificated Notes settled through Euroclear Sweden, any references to **Uncertificated Finnish Notes** shall be references to Uncertificated Notes settled through Euroclear Finland and any references to **Uncertificated Norwegian Notes** shall be references to Uncertificated Notes settled through Verdipapirsentralen. Uncertificated Swedish Notes, Uncertificated Finnish Notes and Uncertificated Norwegian Notes shall, together, mean the **Uncertificated Nordic Notes**.

As used herein, **Tranche** means Notes which are identical in all respects and **Series** means a Tranche of Notes together with any further Tranche or Tranches of Notes which are (a) expressed to be consolidated and form a single series and (b) identical in all respects except for their respective Issue Dates, Interest Commencement Dates and/or Issue Prices.

Copies of the Agency Agreement, the Swiss Paying Agency Agreement (where applicable), the EUI Agency Agreement (where applicable), the Guarantee (where applicable), a deed poll dated 29 April 2013} and made by the Issuer and the Guarantor (the **Deed Poll**) and the Deed of Covenant (defined below) are available for inspection during normal business hours from the head office of each of the relevant Issuer and, if applicable, the Guarantor and from the specified office of each of the Paying Agents. Copies of the applicable Final Terms are available for viewing at www.bourse.lu and copies may be obtained from the head office of the relevant Issuer, the Guarantor (if applicable) and the specified office of each of the Paying Agents save that, if this Note is a Private Placement Note (as defined below), the applicable Final Terms will only be obtainable by a Noteholder holding one or more such Notes and such Noteholder must produce evidence satisfactory to the relevant Issuer, and, if applicable, the Guarantor or, as the case may be, the relevant Paying Agent as to its holding of such Notes and identity, provided that for public distribution in Switzerland, investors or potential investors in

Switzerland may obtain the applicable Final Terms from Société Générale, Paris, Zurich Branch without producing any such evidence. The Noteholders, the Receiptholders and the Couponholders are deemed to have notice of, and are entitled to the benefit of, all the provisions of the Agency Agreement, the Swiss Paying Agency Agreement (where applicable), the EUI Agency Agreement (where applicable), the Guarantee (where applicable), the Deed Poll (where applicable), the Deed of Covenant and the applicable Final Terms. The statements in the Conditions include summaries of, and are subject to, the detailed provisions of the Agency Agreement and, if applicable, the Swiss Paying Agency Agreement and the EUI Agency Agreement. In this paragraph, **Private Placement Note** means any Note that is not (i) offered to the public in the EEA for the purposes of article 3.1 of Directive 2003/71/EC (as amended by Directive 2010/73/EU (the **2010 PD Amending Directive**)) (the **Prospectus Directive**) (except as specified under article 3.2 of the Prospectus Directive) or (ii) admitted to trading on a Regulated Market in the EEA for the purposes of article 3.3 of the Prospectus Directive.

In relation to Global Notes (other than Permanent Global SIS Notes) held on behalf of Euroclear and/or Clearstream, Luxembourg, the Noteholders, the Receiptholders and the Couponholders are entitled to the benefit of the deed of covenant dated 29 April 2013 (the **Deed of Covenant**) and made by the Issuers. The original of the Deed of Covenant is held by the common depositary for Euroclear and Clearstream, Luxembourg.

In these Terms and Conditions, the **Guarantor** shall mean Société Générale in its capacity as guarantor pursuant to the Guarantee (as defined in Condition 2.5) in respect of any Notes issued by SG Issuer, SGA Société Générale Acceptance N.V. and SG Option Europe. Accordingly, references herein to the Guarantor are applicable only in the context of such Notes.

1. FORM, DENOMINATION, REDENOMINATION, TITLE AND TRANSFER

1.1 Form, denomination, redenomination and title

The Notes, except for Uncertificated Notes and Registered Notes, are Bearer Notes, and, in the case of Definitive Bearer Notes, serially numbered, in the Specified Currency and the Specified Denomination(s) specified in the applicable Final Terms. Notes of one Specified Denomination may not be exchanged for Notes of another Specified Denomination.

Uncertificated Notes are in uncertificated and dematerialised book-entry form. No global or definitive Notes will be issued in respect of Uncertificated Notes and these Terms and Conditions shall be construed accordingly. Uncertificated Notes will be transferable only in accordance with the legislation, rules and regulations applicable to, and/or issued by, the relevant central securities depositary and clearing institution; provided that Uncertificated Notes, or any interest therein, may not at any time be transferred to a transferee in the United States or a U.S. Person. Title to Uncertificated Notes (other than Uncertificated SIS Notes) will pass by registration in the register that the Issuer will procure to be kept by a central securities depositary and clearing institution on behalf of the Issuer. Where a nominee is so evidenced it shall be treated as the holder of the relevant Uncertificated Notes.

A **SIS Note** is either a Bearer Note (a **Bearer SIS Note**) or an Uncertificated Note (an **Uncertificated SIS Note**) which is, or is intended to be, deposited or registered with and cleared through SIS or any other clearing institution in Switzerland recognised for such purposes by the SIX Swiss Exchange (SIS or any such intermediary, the **Intermediary**). SIS Notes may be denominated in Swiss Francs or other currencies approved by SIS. The applicable Final Terms will indicate whether SIS Notes are CHF SIS Notes, Other SIS Notes (each as defined below) or Uncertificated SIS Notes.

Bearer SIS Notes are represented by a permanent global Note (**Permanent Global SIS Note**) without Coupons that will be deposited by the Principal Swiss Paying Agent with the Intermediary on or prior to the original issue date of the Tranche. Once the Permanent Global SIS Note representing the Bearer SIS Notes has been deposited with the Intermediary and entered into the accounts of one or more participants of the Intermediary, such Bearer SIS Notes will constitute intermediated securities (*Bucheffekten*) within the meaning of the Swiss Federal Intermediated Securities Act (*Bucheffektengesetz*) (**Intermediated Securities**). Bearer SIS Notes denominated in Swiss Francs

benefit from a limited exception to the certification in bearer form requirement of the TEFRA D Rules, if such Bearer SIS Notes fulfil the relevant requirements set out below. Bearer SIS Notes denominated in Swiss Francs which fulfil these requirements are hereinafter referred to as **CHF SIS Notes**. Bearer SIS Notes denominated in Swiss Francs that do not fulfil these requirements and Bearer SIS Notes denominated in a currency approved by SIS other than Swiss Francs are hereinafter referred to as **Other SIS Notes**.

The following criteria must be fulfilled in order for the limited exception to the certification requirement of the TEFRA D Rules to apply:

(a) the interest on, and the principal of, the CHF SIS Notes are denominated only in Swiss Francs;
(b) the interest on, and the principal of, the CHF SIS Notes are payable only in Switzerland;
(c) the CHF SIS Notes are offered and sold in accordance with Swiss customary practice and documentation;
(d) the relevant Dealers agree to use reasonable efforts to sell the CHF SIS Notes within Switzerland;
(e) the CHF SIS Notes are not listed, or subject to an application for listing, on an exchange located outside Switzerland;
(f) the issuance of the CHF SIS Notes is subject to guidelines or restrictions imposed by Swiss governmental, banking or securities authorities; and
(g) more than 80 per cent. by value of the CHF SIS Notes included in the offering of which they are part are offered and sold to non-Dealers by Dealers maintaining an office located in Switzerland.

Uncertificated SIS Notes will be entered into the main register (*Hauptregister*) of the Intermediary on or prior to their issue date. Once the Uncertificated SIS Notes are registered in the main register (*Hauptregister*) of the Intermediary, such Uncertificated SIS Notes will constitute Intermediated Securities.

In the case of SIS Notes, no printing of definitive Notes, Receipts or Coupons will occur (except as provided herein with respect to Bearer SIS Notes only). No Holder of Bearer SIS Notes shall at any time have the right to effect or demand the conversion of the Permanent Global SIS Note representing such Bearer SIS Notes into, or the delivery of, Bearer SIS Notes in definitive form (**Definitive Bearer SIS Notes**) or uncertificated form. If (i) the relevant lead manager (in the case of any Bearer SIS Notes that are listed on the SIX Swiss Exchange) or the Principal Swiss Paying Agent (in the case of any Bearer SIS Notes not listed as aforesaid) deems the printing of definitive Notes, Receipts or Coupons to be necessary or useful, or (ii) the presentation of definitive Notes, Receipts or Coupons is required by Swiss or foreign laws in connection with the enforcement of rights (including in cases of bankruptcy, consolidation or reorganisation of the Issuer) (each such circumstance, in respect of Bearer SIS Notes, a **Bearer SIS Notes Exchange Event**), the relevant lead manager (in the case of any Bearer SIS Notes which are listed on the SIX Swiss Exchange) or the Principal Swiss Paying Agent (in the case of any Bearer SIS Notes not listed as aforesaid) will provide for the printing of such definitive Notes, Receipts and Coupons at the expense of the Issuer and without cost to the relevant Noteholders. The Issuer irrevocably authorises the relevant lead manager (in the case of any Bearer SIS Notes that are listed on the SIX Swiss Exchange) or the Principal Swiss Paying Agent (in the case of any Bearer SIS Notes that are not listed as aforesaid) to provide for such printing on its behalf. If Definitive Bearer SIS Notes are delivered, the relevant Permanent Global SIS Note will immediately be cancelled by the Principal Swiss Paying Agent or the relevant lead manager, as the case may be, and the Definitive Bearer SIS Notes shall be delivered to the relevant holders against cancellation of the relevant Bearer SIS Notes in such holders' securities accounts.

This Note may be a Fixed Rate Note, a Floating Rate Note, a Zero Coupon Note, a Structured Note, a Fixed/Floating Rate Note, a Physical Delivery Note or a Partly Paid Note or an Instalment Note or a combination of any of the foregoing, depending upon the Interest/Payment/Redemption Basis shown in the applicable Final Terms.

All Notes issued by Société Générale, SGA Société Générale Acceptance N.V. and SG Option Europe will be described as "Unsecured" in the applicable Final Terms applicable to such Notes and all Notes issued by SG Issuer will be described as "Unsecured" or “Secured” in the Final Terms applicable to such Notes.

Any reference herein to **Physical Delivery Notes** shall mean any Series of Notes specified as such in the applicable Final Terms, which Notes are linked to the Deliverable Asset(s) (as defined in Condition 5.12) described in the applicable Final Terms.

Definitive Bearer Notes are issued with Coupons attached, unless they are Zero Coupon Notes in which case references to Coupons and Couponholders in these Terms and Conditions are not applicable.

Subject as set out below, title to Bearer Notes, Receipts and Coupons will pass by delivery. Subject as set out below, the Issuer, the Guarantor and any Paying Agent will (except as otherwise required by law) deem and treat the bearer of any Bearer Note, Receipt or Coupon as the absolute owner thereof (whether or not overdue and notwithstanding any notice of ownership or writing thereon or notice of any previous loss or theft thereof) for all purposes but, in the case of any Global Note, without prejudice to the provisions set out in the next succeeding paragraph.

For so long as any of the Bearer Notes (other than SIS Notes) or the Registered Notes is represented by a Global Note held on behalf of, or in the case of Registered Notes, by a Common Depositary or in the case of New Global Notes and Registered Global Notes held under the NSS, a Common Safekeeper, on behalf of, Euroclear Bank S.A./N.V. (**Euroclear**) and/or Clearstream Banking, *société anonyme* (**Clearstream, Luxembourg**), each person (other than Euroclear or Clearstream, Luxembourg) who is for the time being shown in the records of Euroclear and/or Clearstream, Luxembourg as the holder of a particular nominal amount of such Notes (in which regard any certificate or other document issued by Euroclear or Clearstream, Luxembourg as to the nominal amount of Notes standing to the account of any person shall be conclusive and binding for all purposes save in the case of manifest error) shall be treated by the Issuer, the Guarantor and any Paying Agent as the holder of such nominal amount of the Notes for all purposes other than with respect to the payment of principal or interest on such nominal amount of such Notes, for which purpose the bearer of the relevant Global Note or, as applicable, the registered holder of the relevant Registered Global Note shall be treated by the Issuer, the Guarantor and any Paying Agent as the holder of such nominal amount of such Notes in accordance with and subject to the terms of the relevant Global Note (and the expressions "Noteholder" and "holder of Notes" and related expressions shall be construed accordingly). In the case of Bearer SIS Notes, each holder thereof shall have a quotal co-ownership interest (*Miteigentumsanteil*) in the Permanent Global SIS Note representing such Bearer SIS Notes to the extent of his claim against the Issuer, provided that, for so long as the Permanent Global SIS Note remains deposited with the Intermediary, the co-ownership interest shall be suspended and the Bearer SIS Notes may only be transferred by the entry of the transferred Bearer SIS Notes in a securities account of the transferee. Uncertificated SIS Notes may also only be transferred by the entry of the transferred Uncertificated SIS Notes in a securities account of the transferee. The records of the Intermediary will determine the number of SIS Notes held through each participant of the Intermediary. In respect of SIS Notes held in the form of Intermediated Securities (*Bucheffekten*), the holders of such Bearer SIS Notes will be the persons holding such Bearer SIS Notes in a securities account (*Effektenkonto*) that is in their name, or, in the case of intermediaries (*Verwahrungsstellen*), the intermediaries (*Verwahrungsstellen*) holding such SIS Notes for their own account in a securities account (*Effektenkonto*) that is in their name (and the expressions "Noteholder" and "holder of Notes" and related expressions shall be construed accordingly).

For so long as The Depository Trust Company (**DTC**) or its nominee is the registered owner or holder of a Rule 144A Global Note or a Regulation S Global Note, DTC or such nominee, as the case may be, will be considered the sole owner or holder of the Notes represented by such Rule 144A Global Note or Regulation S Global Note for all purposes under the Agency Agreement and the Notes except to the extent that in accordance with DTC's published rules and procedures any ownership rights may be

exercised by its participants or beneficial owners through participants (and the expressions "Noteholder" and "holder of Notes" and related expressions shall be construed accordingly).

Notes which are represented by a Global Note held on behalf of Euroclear, Clearstream, Luxembourg or DTC will be transferable only in accordance with the rules and procedures for the time being of Euroclear, Clearstream, Luxembourg or DTC, as the case may be. References to DTC, Euroclear and/or Clearstream, Luxembourg and/or SIS shall, whenever the context so permits, be deemed to include a reference to any additional or alternative clearing system specified in the applicable Final Terms.

The Notes may also be held in registered uncertificated form (such Notes the **EUI Notes**) in accordance with the Uncertificated Securities Regulations 2001, including any modification or re-enactment thereof for the time being in force (the **Regulations**). The EUI Notes are participating securities for the purposes of the Regulations. Title to the EUI Notes is recorded on the relevant Operator register of corporate securities. The EUI Agent on behalf of the Issuer shall, in relation to the EUI Notes, maintain a record of uncertificated corporate securities in accordance with the records of Euroclear UK & Ireland Limited (**EUI**) (formerly known as CRESTCo Limited) (the **Record**) and shall procure that the Record is regularly updated to reflect the Operator register of corporate securities in accordance with the rules and practices from time to time of the Operator. Subject to this requirement, (i) each person who is for the time being shown in the Record as the holder of a particular number of EUI Notes shall be treated by the Issuer and the EUI Agent as the holder of such number of EUI Notes for all purposes (and the expression **EUI Holder** and related expressions shall be construed accordingly), and (ii) neither the Issuer, the Guarantor nor the EUI Agent shall be liable in respect of any act or thing done or omitted to be done by it or on its behalf in reliance upon the assumption that the particulars entered in the Record which the EUI Agent maintains are in accordance with particulars entered in the Operator register of corporate securities relating to the EUI Notes. For the avoidance of doubt, in the event of any differences in information contained in the Record and the register of EUI Notes in registered form kept at the Issuer's registered office, the register kept at the Issuer's registered office shall prevail for Luxembourg law purposes.

No provisions of these Conditions amended in accordance with any applicable Final Terms shall (notwithstanding anything contained therein) apply or have effect to the extent that it is in any respect inconsistent with (i) the holding of title to EUI Notes (ii) the transfer of title to EUI Notes by means of a relevant system or (iii) the Regulations. Without prejudice to the generality of the preceding sentence and notwithstanding anything contained in these Conditions or the applicable Final Terms, so long as the EUI Notes are participating securities, (a) any EUI Notes which are not for the time being in all respects identical to, or do not for the time being have rights attached thereto identical in all respects to those attached to, other EUI Notes of the same Series shall be deemed to constitute a separate Series of EUI Notes, (b) the Operator register of corporate securities relating to the EUI Notes shall be maintained at all times in the United Kingdom, (c) the EUI Notes may be issued in uncertificated form in accordance with and subject as provided in the Regulations; and (d) for the avoidance of doubt, these Conditions and the applicable Final Terms in relation to any EUI Notes shall remain applicable notwithstanding that they are not endorsed on any certificate for such EUI Notes.

As used herein each of "Operator register of corporate securities", "participating securities", "record of uncertificated corporate securities" and "relevant system" is as defined in the Regulations and the relevant "Operator" (as such term is used in the Regulations) is EUI (formerly CRESTCo. Limited) or any additional or alternative operator from time to time approved by the Issuer, the Guarantor and the EUI Agent in relation to the EUI Notes and in accordance with the Regulations. Any reference herein to the Operator shall, whenever the context so permits, be deemed to include a reference to any such additional or alternative Operator from time to time and notified to the EUI Holders.

Any indication herein that the Operator "shall" do, or similar expression or phrase indicating that they are obliged to or will carry out any role or obligation described in these Conditions and/or the applicable

Final Terms, as the case may be, is given without any assumption by the Issuer, the Guarantor, the EUI Agent or the Calculation Agent, of responsibility or liability for the performance of the Operator.

References in these Conditions to "EUI Notes" shall include, where the context admits, Depository Interests (as defined in the CREST Deed Poll) representing Notes, issued by CREST Depository Limited subject to and in accordance with the Global Deed Poll.

References to the CREST Deed Poll are to the global deed poll dated 25 June 2001, as subsequently modified, supplemented and/or restated.

The Issuer may (if so specified in the applicable Final Terms), on any Interest Payment Date as specified in the applicable Final Terms, without the consent of the Noteholders, by giving at least 30 days' notice in accordance with Condition 13, and on or after the date on which the European Member State in whose national currency the Notes are denominated has become a participating Member State in the third stage of the European Economic and Monetary Union (as provided in the Treaty on the Functioning of the European Union (the **EU**), as amended from time to time (the **Treaty**)) or events have occurred which have substantially the same effects (in either case, **EMU**), redenominate all, but not some only, of the Notes of any series into Euro and adjust the aggregate principal amount and the Denomination(s) set out hereon accordingly, as described below. The date on which such redenomination becomes effective shall be referred to in these Terms and Conditions as the **Redenomination Date**.

The redenomination of the Notes pursuant to the above paragraph shall be made by converting the principal amount of each Note from the relevant national currency into Euro using the fixed relevant national currency Euro conversion rate established by the Council of the European Union pursuant to Article 140 of the Treaty and rounding the resultant figure to the nearest 0.01 Euro (with 0.005 Euro being rounded upwards), provided that, if the Issuer determines, with the agreement of the Fiscal Agent that the then market practice in respect of the redenomination in euro of internationally offered securities is different from the provisions specified above, such provisions shall be deemed to be amended so as to comply with such market practice and the Issuer shall promptly notify the Noteholders, the stock exchange (if any) on which the Notes may be listed and the Paying Agents of such deemed amendments.

If the Issuer so elects, the figure resulting from conversion of the principal amount of each Note using the fixed relevant national currency Euro conversion rate shall be rounded down to the nearest Euro. The Euro denominations of the Notes so determined shall be notified to Noteholders in accordance with Condition 13. Any balance remaining from the redenomination with a denomination higher than 0.01 Euro shall be paid by way of cash adjustment rounded to the nearest 0.01 Euro (with 0.005 Euro being rounded upwards). Such cash adjustment will be payable in Euros on the Redenomination Date in the manner notified to Noteholders by the Issuer.

Upon redenomination of the Notes, any reference hereon to the relevant national currency shall be construed as a reference to Euro.

Unless otherwise specified herein, the Issuer may, with prior approval of the Fiscal Agent, in connection with any redenomination pursuant to this Condition or any consolidation pursuant to Condition 15, without the consent of the Noteholders, make any changes or additions to these Conditions which it reasonably believes to be necessary or desirable to give effect to the provisions of this Condition or Condition 15 (including, without limitation, any change to any applicable business day definition, business day convention, principal financial centre of the country of the Specified Currency, interest accrual basis or benchmark), taking into account market practice in respect of redenominated euromarket debt obligations and which it believes are not prejudicial to the interests of the Noteholders. Any such changes or additions shall, in the absence of manifest error, be binding on the holders of Notes, Receipts, Coupons and Talons and shall be notified to Noteholders in accordance with Condition 13 as soon as practicable thereafter.

Neither the Issuer nor any Paying Agent shall be liable to any Noteholder or other person for any commissions, costs, losses or expenses in relation to or resulting from the credit or transfer of Euro or any currency conversion or rounding effected in connection therewith.

1.2 Transfers of Registered Notes

1.2.1 *Transfers of interests in Registered Global Notes*

Transfers of beneficial interests in Registered Global Notes will be effected by DTC, Euroclear or Clearstream, Luxembourg, as the case may be, and, in turn, by other participants and, if appropriate, indirect participants in such clearing systems acting on behalf of beneficial transferors and transferees of such interests. A beneficial interest in a Registered Global Note will, subject to compliance with all applicable legal and regulatory restrictions, be exchangeable for Definitive Registered Notes or for a beneficial interest in another Registered Global Note only in the Specified Denominations set out in the applicable Final Terms and only in accordance with the rules and operating procedures for the time being of DTC, Euroclear or Clearstream, Luxembourg, as the case may be, and in accordance with the terms and conditions specified in the Agency Agreement. Transfers of a Registered Global Note registered in the name of a nominee for DTC shall be limited to transfers of such Registered Global Note, in whole but not in part, to another nominee of DTC or to a successor of DTC or such successor's nominee.

1.2.2 *Transfers of Definitive Registered Notes*

Subject as provided in Conditions 1.2.5, 1.2.6 and 1.2.7, upon the terms and subject to the conditions set forth in the Agency Agreement, a Definitive Registered Note may be transferred in whole or in part (in the Specified Denominations set out in the applicable Final Terms). In order to effect any such transfer (i) the holder or holders must (A) surrender the Definitive Registered Note for registration of the transfer of the Definitive Registered Note (or the relevant part of the Definitive Registered Note) at the specified office of the Registrar or any Transfer Agent, with the form of transfer thereon duly executed by the holder or holders thereof or his or their attorney or attorneys duly authorised in writing and (B) complete and deposit such other certifications as may be required by the Registrar or, as the case may be, the relevant Transfer Agent and (ii) the Registrar or, as the case may be, the relevant Transfer Agent must, after due and careful enquiry, be satisfied with the documents of title and the identity of the person making the request. Any such transfer will be subject to such reasonable regulations as the Issuer and the Registrar may from time to time prescribe (the initial regulations being set out in Schedule 11 to the Agency Agreement). Subject as provided above, the Registrar or, as the case may be, the relevant Transfer Agent will, within three business days (being for this purpose a day on which banks are open for business in the city where the specified office of the Registrar or, as the case may be, the relevant Transfer Agent is located) of the request (or such longer period as may be required to comply with any applicable fiscal or other laws or regulations), authenticate and, in the case of Registered Global Notes, effectuate, and deliver, or procure the authentication and delivery of, at its specified office to the transferee or (at the risk of the transferee) send by uninsured mail, to such address as the transferee may request, a new Definitive Registered Note of a like aggregate nominal amount to the Definitive Registered Note (or the relevant part of the Definitive Registered Note) transferred. In the case of the transfer of part only of a Definitive Registered Note, a new Definitive Registered Note or Registered Global Note in respect of the balance of the Definitive Registered Note not transferred will be so authenticated and, in the case of Registered Global Notes issued under the NSS, delivered or (at the risk of the transferor) sent to the transferor.

1.2.3 *Registration of transfer upon partial redemption*

In the event of a partial redemption of Notes under Condition 5, the Issuer shall not be required to register the transfer of any Registered Note, or part of a Registered Note, called for partial redemption.

1.2.4 *Costs of registration*

Noteholders will not be required to bear the costs and expenses of effecting any registration of transfer as provided above, except for any costs or expenses of delivery other than by regular uninsured mail and except that the Issuer may require the payment of a sum sufficient to cover any stamp duty, tax or other governmental charge that may be imposed in relation to the registration.

1.2.5 *Transfers of interests in Regulation S Global Notes and in Non-U.S. Registered Global Notes*

Transfers by the holder of, or of a beneficial interest in, a Regulation S Global Note to a transferee in the United States or who is a U.S. Person will only be made upon receipt by the Registrar of a written certification substantially in the form set out in the Agency Agreement, amended as appropriate (a **Transfer Certificate**), copies of which are available from the specified office of the Registrar or any Transfer Agent, from the transferor of the Note or beneficial interest therein to the effect that such transfer is being made to a person that is a QP whom the transferor reasonably believes is also a QIB in a transaction meeting the requirements of Rule 144A and in accordance with any applicable securities laws of any State of the United States or any other jurisdiction.

Such transferee may take delivery through a Legended Note in global or definitive form.

Transfers of a Non-U.S. Registered Global Note or a beneficial interest therein may not at any time be made to a transferee in the United States or to, or for the account or benefit of, a U.S. Person and any offer, sale, resale, trade, pledge, redemption, transfer or delivery made, directly or indirectly, within the United States or to, or for the account or benefit of, a U.S. Person will not be recognised.

1.2.6 *Transfers of interests in Legended Notes*

Transfers of Legended Notes or beneficial interests therein may be made:

(1) to a transferee who takes delivery of such interest through a Regulation S Global Note, upon receipt by the Registrar of a duly completed Transfer Certificate from the transferor to the effect that such transfer is being made in accordance with Regulation S and that in the case of a Regulation S Global Note registered in the name of a nominee for DTC, the interests in the Notes being transferred will be held immediately thereafter through Euroclear and/or Clearstream, Luxembourg; or

(2) to a transferee who takes delivery of such interest through a Legended Note where the transferee is a person that is a QP whom the transferor reasonably believes is also a QIB in a transaction meeting the requirements of Rule 144A, without certification; or

(3) to a transferee who takes delivery of such interest through Notes represented by a Combined Global Note, from a holder of Notes represented by that Combined Global Note:

(3.1) prior to the expiry of the Distribution Compliance Period only, upon receipt by the Registrar of a duly completed Transfer Certificate from the transferor to the effect that such transfer is being made either (x) to a person that is a QP whom the transferor reasonably believes is also a QIB in a transaction meeting the requirements of Rule 144A or (y) to a person that is not a U.S. person in an offshore transaction pursuant to Regulation S; and

(3.2) after the expiry of the Distribution Compliance Period, either (x) to a person that is a QP whom the transferor reasonably believes is also a QIB in a transaction meeting the requirements of Rule 144A or (y) to a person that is not a U.S. person in an offshore transaction pursuant to Regulation S but, in either case, without certification;

(4) otherwise pursuant to the Securities Act or an exemption therefrom, subject to receipt by the Issuer of such satisfactory evidence as the Issuer may reasonably require, which may include an opinion of U.S. counsel, that such transfer is in compliance with the Securities Act, the Investment Company Act and any applicable securities laws of any State of the United States,

and, in each case, in accordance with any applicable securities laws of any State of the United States or any other jurisdiction. Additional certifications may be required as set out in the applicable Final Terms.

Upon the transfer, exchange or replacement of Legended Notes, or upon specific request for removal of the Legend, the Registrar shall deliver only Legended Notes or refuse to remove the Legend, as the case may be, unless there is delivered to the Issuer such satisfactory evidence as may reasonably be required by the Issuer, which may include an opinion of U.S. counsel, that neither the Legend nor the restrictions on transfer set forth therein are required to ensure compliance with the provisions of the Investment Company Act and the Securities Act.

1.2.7 *Exchanges and transfers of Registered Notes generally*

Holders of Definitive Registered Notes may exchange such Notes for interests in a Registered Global Note of the same type at any time.

1.2.8 *Issuer's Register*

This Condition 1.2.8 applies to SG Issuer only.

For the avoidance of doubt, notwithstanding any provision to the contrary included in these Conditions, in the event of discrepancies between the information contained in any register maintained in connection with any Notes governed by the Conditions and the information contained in the register of Notes in registered form kept at the Issuer's registered office (hereinafter the **Issuer Register**), the Issuer Register shall prevail for Luxembourg law purposes. Under Luxembourg law, ownership in respect of Notes in registered form is established exclusively by the relevant registration (inscription) in the Issuer Register. Certificates representing Notes in registered form may be issued but they are not a proof of ownership.

1.2.9 *Definitions*

In this Condition 1.2, the following expressions shall have the following meanings:

Combined Global Note means a Registered Global Note representing Notes eligible for sale in the United States to QIBs that are also QPs pursuant to Rule 144A and to a person that is not a U.S. persons outside the United States in reliance on Regulation S. Combined Global Notes may not be cleared or settled through DTC;

Distribution Compliance Period means the period that ends 40 days after the completion of the distribution of the relevant Notes as determined by the relevant lead manager;

Investment Company Act means the U.S. Investment Company Act of 1940, as amended;

Legended Note means a Registered Note (whether in definitive form or represented by a Registered Global Note) sold in private transactions to persons that are both QIBs and QPs in accordance with the requirements of Rule 144A;

Non-U.S. Registered Global Note means a Registered Global Note representing Non-U.S. Registered Notes;

Non-U.S. Registered Notes means Registered Notes sold exclusively outside the United States in reliance on Regulation S and permanently restricted from sale, transfer or delivery in the United States or to a U.S. person;

QIB means a "qualified institutional buyer" within the meaning of Rule 144A;

QP means a "qualified purchaser" as defined in Section 2(a)(51) of the Investment Company Act and the rules thereunder;

Regulation S means Regulation S under the Securities Act;

Regulation S Global Note means a Registered Global Note representing Notes sold outside the United States in reliance on Regulation S other than Non-U.S. Registered Notes;

Rule 144A means Rule 144A under the Securities Act;

Rule 144A Global Note means a Registered Global Note representing Notes sold in the United States or to QIBs that are also QPs;

Securities Act means the U.S. Securities Act of 1933, as amended; and

U.S. Person means a "U.S. person" as defined in Regulation S.

1.2.10 *EUI Notes*

All transactions in respect of EUI Notes (including transfers thereof) in the open market or otherwise must be effected through an account at the Operator subject to and in accordance with the rules and procedures for the time being of the Operator. Title will pass upon registration of the transfer in the Operator register of corporate securities.

1.3 Swedish Notes

The Issuer and the Agents will (except as otherwise required by law) deem and treat the bearer of any Note, Receipt, Coupon or Talon as the absolute owner thereof (whether or not overdue and notwithstanding any notice of ownership or writing thereon or notice of any previous loss or theft thereof) for all purposes but, in the case of any Global Note, without prejudice to the provisions set out in the following paragraph.

For so long as any of the Swedish Notes is represented by a Global Note held on behalf of Euroclear Bank S.A./N.V. (**Euroclear**), each person who is for the time being shown in the records of the Euroclear Sweden AB or any successor thereto acceptable to the Issuer (the **Swedish CSD**) as the holder of a particular nominal amount of such Notes (in which regard any electronic record, record statement, certificate or other information issued by the Swedish CSD as to the nominal amount of such Notes standing to the account of any person (including but not limited to any person duly authorised to act as a nominee (*Sw. förvaltare*)) shall be conclusive and binding for all purposes save in the case of manifest or proven error) shall be treated by the Issuer and the Agents as the holder of such nominal amount of such Notes for all purposes other than with respect to the payment of principal or interest (or any other amounts due and payable) on such nominal amount of such Notes, for which purpose the bearer of the relevant Global Note shall be treated by the Issuer and any Agent as the holder of such nominal amount of such Notes in accordance with and subject to the terms of the relevant Global Note and the expressions ‘‘Noteholder’’ and ‘‘holder’’ and related expressions shall be construed accordingly.

The beneficial interests will be held in Swedish uncertificated and dematerialised book-entry form in accordance with the Swedish Financial Instruments Accounts Act (*Sw. lag (1998:1479) om kontoföring av finansiella instrument*) and all such other Swedish laws, regulations and operating procedures applicable to and/or issued by the Swedish CSD (the **CSD Rules**). Such beneficial interests in the Swedish Notes shown in the records of the Swedish CSD will be treated as negotiable instruments and

not subject to any restrictions on free negotiability under Swedish law. No beneficial owner is entitled to transfer (and the Swedish CSD will not allow any such transfer) its interest in any Swedish Notes directly to the records of Euroclear and thereby removing such beneficial interests from the records of the Swedish CSD.
Beneficial interests in Swedish Notes will be transferable only in accordance with the Swedish CSD Rules. Title to such beneficial interests in the Swedish Notes shall pass in the records maintained by the Swedish CSD in accordance with the CSD Rules.

The Issuer and/or the Swedish Issuer Agent shall be entitled to obtain information from the register of the Swedish CSD in accordance with the CSD Rules.

All Swedish Notes of the same Series shall have the same denomination.

For so long as it is a requirement of the CSD Rules, the Specified Currency for Swedish Notes may only be SEK or EUR, as specified in the relevant Final Terms

2. STATUS OF THE NOTES AND GUARANTEE

2.1 Unsecured Notes issued Société Générale, SG Issuer, SGA Société Générale Acceptance N.V. and SG Option Europe

Unsecured Notes issued by Société Générale, SG Issuer, SGA Société Générale Acceptance N.V. and SG Option Europe will be direct, unconditional, unsecured and unsubordinated obligations of the relevant Issuer and will rank *pari passu* without any preference among themselves and (subject to such exceptions as from time to time exist under applicable law) at least *pari passu* with all other outstanding direct, unconditional, unsecured and unsubordinated obligations of the relevant Issuer, present and future.

2.2 Secured Notes issued by SG Issuer

Secured Notes issued by SG Issuer will be direct, unconditional, secured, limited recourse and unsubordinated obligations of SG Issuer and will rank *pari passu* without any preference among themselves and (subject to such exceptions as from time to time exist under applicable law) at least *pari passu* with all other outstanding direct, unconditional, secured, limited recourse and unsubordinated obligations of SG Issuer, present and future.

2.3 Guarantee in the case of Notes issued by SG Issuer, SGA Société Générale Acceptance N.V. and SG Option Europe

The due and punctual payment of any amounts due by the Issuer in respect of any Series of Notes issued by SG Issuer, SGA Société Générale Acceptance N.V. or SG Option Europe is unconditionally and irrevocably guaranteed by the Guarantor as provided in the deed of guarantee dated 29 April 2013 (the **Guarantee**); provided that (i) the Guarantee shall not apply to any Series of Notes issued on or after the date of the Guarantee by SG Issuer, SGA Société Générale Acceptance N.V. or SG Option Europe to the extent that, at the Issue Date of such Series of Notes, the sum of (A) the Aggregate Nominal Amount of such Series of Notes, as specified in the applicable Final Terms (the **Aggregate Nominal Amount**) and (B) the sum of the Aggregate Nominal Amounts of each Series of Notes issued by SG Issuer, SGA Société Générale Acceptance N.V. or SG Option Europe and outstanding (as defined in the Agency Agreement) on such Issue Date, in each case, converted into euro at the relevant spot rate of exchange on such Issue Date, is equal to an amount which exceeds €125.000.000.000 (the **Guarantee Limit**) and (ii) in the case of any Physical Delivery Notes in respect of which the relevant guaranteed obligation of the Issuer is an obligation to transfer the Deliverable Asset(s) in respect of a Physical Delivery Amount (as specified in the applicable Final Terms, a **Physical Delivery Amount**), the Guarantor shall, in lieu of such transfer, be obliged to pay a cash amount in the relevant Specified Currency equal to the fair market value (as determined by the Calculation Agent in its sole discretion, but in a commercially reasonable manner, on or about the due date for transfer of the relevant

Deliverable Asset(s) in respect of the Physical Delivery Amount) of the Deliverable Asset(s) in respect of the Physical Delivery Amount.

The Guarantee constitutes a direct, unconditional, unsecured and general obligation of the Guarantor and ranks and will rank *pari passu* with all other existing and future direct, unconditional, unsecured and general obligations of the Guarantor, including those in respect of deposits, but excluding any debts for the time being preferred by law and senior to any subordinated obligations.

3. INTEREST

The applicable Final Terms will indicate if (i) "*Fixed Rate Note Provisions*", (ii) "*Floating Rate Note Provisions*", (iii) "*Structured Interest Note Provisions*" and/or (iv) "*Zero Coupon Notes Provision*" are applicable.

For the purpose of this Condition 3, any reference to Interest Amount shall be deemed to be a reference to Fixed Coupon Amount, Floating Coupon Amount or Structured Interest Amount (each as defined below) when the context requires.

3.1 Interest on Fixed Rate Notes

When the applicable Final Terms specify that "*Fixed Rate Note Provisions*" is applicable, this Condition 3.1 applies.

The applicable Final Terms contain provisions applicable to the determination of fixed coupon amount (the **Fixed Coupon Amount**) and must be read in conjunction with this Condition 3.1 for full information on the manner in which interest is calculated on Fixed Rate Notes.
In particular, the applicable Final Terms will specify the Interest Commencement Date, the Rate(s) of Interest, the Interest Payment Date(s), the Business Day Convention, the Fixed Coupon Amount(s), any applicable Broken Amount(s), Calculation Amount, Day Count Fraction and any applicable Determination Date.

A **Fixed Rate Note** means a Note which bears a fixed rate of interest (the **Rate of Interest**).

Fixed Rate Notes may provide for a method of calculating interest which does not require any Day Count Fraction as interest payable on each specified Interest Payment Date is determined by applying the Rate of Interest to the Specified Denomination as it shall be set out in the applicable Final Terms.

A Fixed Rate Note will be either an Ajusted Fixed Rate Note or an Undajusted Fixed Rate Note.

An **Adjusted Fixed Rate Note** means a Fixed Rate Note in respect of which the interest amount and the Interest Payment Date are subject to modification in accordance with Condition 3.1.2.

An **Unadjusted Fixed Rate Note** means a Fixed Rate Note in respect of which the interest amount and the Interest Payment Date remain, for the purposes of this Condition 3 (and without prejudice to the provisions of Condition 4.7), unchanged and are calculated as provided in Condition 3.1.1.

3.1.1 *Unadjusted Fixed Rate Notes*

Each Unadjusted Fixed Rate Note bears interest from (and including or, in respect of Uncertificated Swedish Notes, but excluding) the Interest Commencement Date at the rate(s) per annum equal to the Rate(s) of Interest. Interest will be payable in arrear on the Interest Payment Date(s) in each year up to (and including) the Maturity Date, as specified in the applicable Final Terms.

If the Notes are Definitive Bearer Notes, the amount of interest payable on each Interest Payment Date in respect of the Interest Period ending on such date will amount to the Fixed Coupon Amount.

Payments of interest on any Interest Payment Date will, if so specified in the applicable Final Terms, amount to the Broken Amount so specified (the **Broken Amount**).

Except in the case of Notes which are Definitive Bearer Notes where an applicable Fixed Coupon Amount or Broken Amount is specified in the applicable Final Terms, interest shall be calculated in respect of any period by applying the Rate of Interest specified in the applicable Final Terms to:

(1) in the case of Fixed Rate Notes which are Uncertificated Notes or Notes represented by a Global Note, the aggregate outstanding nominal amount of the Notes of the relevant Series (or, if they are Partly Paid Notes, the aggregate amount paid up); or

(2) in the case of Fixed Rate Notes which are Definitive Bearer Notes or Definitive Registered Notes, the Calculation Amount,

and, in each case, multiplying such sum by the applicable Day Count Fraction, and rounding the resultant figure to the nearest sub-unit (defined below) of the relevant Specified Currency, half of any such sub-unit being rounded upwards. Where the Specified Denomination of a Fixed Rate Note which is a Definitive Bearer Note or a Definitive Registered Note is a multiple of the Calculation Amount, the amount of interest payable in respect of such Fixed Rate Note shall be the product of the amount (determined in the manner provided above) for the Calculation Amount and the amount by which the Calculation Amount is multiplied to reach the Specified Denomination, without any further rounding.

3.1.2 *Adjusted Fixed Rate Notes*

3.1.2.1 Each Adjusted Fixed Rate Note bears interest from (and including or, in respect of Uncertificated Swedish Notes, but excluding) the Interest Commencement Date specified in the applicable Final Terms, and such interest will be payable in respect of each Interest Period and in arrear on the Interest Payment Date(s) in each year specified in the applicable Final Terms; provided that (x) if there is no numerically corresponding day in the calendar month in which an Interest Payment Date should occur or (y) if any Interest Payment Date would otherwise fall on a day which is not a Business Day, then, if the Business Day Convention specified is:

(1) the **Following Business Day Convention**, such Interest Payment Date (or other date) shall be postponed to the next day which is a Business Day; or

(2) the **Modified Following Business Day Convention**, such Interest Payment Date (or other date) shall be postponed to the next day which is a Business Day unless it would thereby fall into the next calendar month, in which event such Interest Payment Date (or other date) shall be brought forward to the immediately preceding Business Day; or

(3) the **Preceding Business Day Convention**, such Interest Payment Date (or other date) shall be brought forward to the immediately preceding Business Day,

and the expression **Interest Payment Date** shall be construed accordingly.

3.1.2.2 The Calculation Agent will calculate the amount of interest (the **Adjusted Fixed Rate Interest Amount**) payable on the Adjusted Fixed Rate Notes for the relevant Interest Period by applying the Rate of Interest to:

(1) in the case of Adjusted Fixed Rate Notes which are Uncertificated Notes or Notes represented by a Global Note, the aggregate outstanding nominal amount of the Notes of the relevant Series (or, if they are Partly Paid Notes, the aggregate amount paid up); or

(2) in the case of Adjusted Fixed Rate Notes which are Definitive Bearer Notes or Definitive Registered Notes, the Calculation Amount;

and, in each case, multiplying such sum by the applicable Day Count Fraction, and rounding the resultant figure to the nearest sub-unit of the relevant Specified Currency, half of any such sub-unit being rounded upwards or otherwise in accordance with applicable market convention. Where the Specified Denomination of an Adjusted Fixed Rate Note which is a Definitive Bearer Note or a Definitive Registered Note is a multiple of the Calculation Amount, the Adjusted Fixed Rate Interest Amount payable in respect of such Note shall be the product of the amount (determined in the manner provided above) for the Calculation Amount and the amount by which the Calculation Amount is multiplied to reach the Specified Denomination, without any further rounding.

The Calculation Agent will cause the Adjusted Fixed Rate Interest Amount for each Interest Period and the relevant Interest Payment Date to be notified to the Issuer, the Guarantor and any stock exchange on which the relevant Adjusted Fixed Rate Notes are for the time being listed and notice thereof to be published in accordance with Condition 13 as soon as possible after the calculation or determination thereof (provided that, in the case of notification to any stock exchange, such notice will be given by no later than the first day of the relevant Interest Period or, if that is impossible due to the date fixed for such determination or calculation, as soon as practicable on or after such date). Each Adjusted Fixed Rate Interest Amount and Interest Payment Date so notified may subsequently be amended (or appropriate alternative arrangements made by way of adjustment) without prior notice in the event of an extension or shortening of the Interest Period. Any such amendment will be promptly notified to each stock exchange on which the relevant Fixed Rate Notes are for the time being listed and to the Noteholders in accordance with Condition 13. For the purposes of these Conditions, the expression **Luxembourg Business Day** means a day (other than a Saturday or a Sunday) on which banks and foreign exchange markets are open for general business in Luxembourg.

3.2 Interest on Floating Rate Notes

When the applicable Final Terms specify that "*Floating Rate Note Provisions*" is applicable, this Condition 3.2 applies.

The applicable Final Terms contain provisions applicable to the determination of floating coupon amount (the **Floating Coupon Amount**) and must be read in conjunction with this Condition 3.2 for full information on the manner in which interest is calculated on Floating Rate Notes.
In particular, the applicable Final Terms will specify the Interest Commencement Date, the Floating Coupon Amount(s), the Interest Payment Date(s), the Business Day Convention, whether ISDA Determination or Screen Rate Determination applies to the calculation of interest, any Margin(s)/Spread(s), any Minimum Rate of Interest or Maximum Rate of Interest and any Day Count Fraction.
Where Screen Rate Determination applies, the applicable Final Terms will also specify the applicable Reference Rate, Interest Determination Date(s), Specified Time and Relevant Screen Page.
Where ISDA Determination applies, the applicable Final Terms will also specify the applicable Floating Rate Option, Designated Maturity and Reset Date.

3.2.1 *Interest Payment Dates*

3.2.1.1 Each Floating Rate Note bears interest from (and including) the Interest Commencement Date and such interest will be payable in respect of each Interest Period and in arrear on either:

(1) the Interest Payment Date(s) in each year specified in the applicable Final Terms; or

(2) if no Interest Payment Date(s) is/are specified in the applicable Final Terms, each date (each such date, together with each Interest Payment Date specified in the applicable Final Terms an **Interest Payment Date**) which falls the number of months or other period specified as the Specified Period in the applicable Final Terms after the preceding Interest Payment Date or, in the case of the first Interest Payment Date, after the Interest Commencement Date.

3.2.1.2 If a Business Day Convention is specified in the applicable Final Terms and (x) if there is no numerically corresponding day in the calendar month in which an Interest Payment Date should occur or (y) if any Interest Payment Date would otherwise fall on a day which is not a Business Day, then, if the Business Day Convention specified is:

(1) in any case where Specified Periods are specified in accordance with Condition 3.2.1.1 (2), the **Floating Rate Convention**, such Interest Payment Date (a) in the case of (x) above, shall be the last day that is a Business Day in the relevant month and the provisions of (2) below shall apply *mutatis mutandis* or (b) in the case of (y) above, shall be postponed to the next day which is a Business Day unless it would thereby fall into the next calendar month, in which event (i) such Interest Payment Date shall be brought forward to the immediately preceding Business Day and (ii) each subsequent Interest Payment Date shall be the last Business Day in the month which falls within the Specified Period after the preceeding applicable Interest Payment Date occurred; or

(2) the **Following Business Day Convention**, such Interest Payment Date (or other date) shall be postponed to the next day which is a Business Day; or

(3) the **Modified Following Business Day Convention**, such Interest Payment Date (or other date) shall be postponed to the next day which is a Business Day unless it would thereby fall into the next calendar month, in which event such Interest Payment Date (or other date) shall be brought forward to the immediately preceding Business Day; or

(4) the **Preceding Business Day Convention**, such Interest Payment Date (or other date) shall be brought forward to the immediately preceding Business Day.

Notwithstanding the foregoing, where the applicable Final Terms specifies that the relevant Business Day Convention is to be applied on an **unadjusted** basis, the Interest Amount payable on any date shall not be affected by the application of such Business Day Convention.

In this Condition 3, **Business Day** means a day which is both:

- a day on which commercial banks and foreign exchange markets settle payments and are open for general business (including dealings in foreign exchange and foreign currency deposits) in any business centre(s) (the **Business Centre(s)**) specified in the applicable Final Terms; and

- either (x) in relation to any sum payable in a Specified Currency other than euro, a day on which commercial banks and foreign exchange markets settle payments and are open for general business (including dealings in foreign exchange and foreign currency deposits) in the principal financial centre(s) of the country of the relevant Specified Currency (if other than any Business Centre(s) and which, if the Specified Currency is Australian dollars, shall be Sydney, if the Specified Currency is Canadian dollars, shall be Montreal and, if the Specified Currency is Renminbi, shall be Hong Kong) or (y) in relation to any sum payable in euro, a day on which the TARGET2 System is open (a **TARGET2 Business Day**). In these Terms and Conditions, **TARGET2 System** means the Trans-European Automated Real-Time Gross Settlement Express Transfer (TARGET2) System.

3.2.2 *Floating Coupon Amount*

The Floating Coupon Amount payable in respect of the Floating Rate Notes will be determined by applying the Rate of Interest to the Specified Denomination as specified in the applicable Final Terms.

3.2.3 *Rate of Interest*

The Rate of Interest will be determined in the manner specified in the applicable Final Terms, which may be:

3.2.3.1 **ISDA Determination**

Where ISDA determination (**ISDA Determination**) is specified in the applicable Final Terms as the manner in which the Rate of Interest is to be determined, the Rate of Interest for each Interest Period will be the relevant ISDA Rate plus or minus (as indicated in the applicable Final Terms) the margin(s), if any, (the **Margin(s)**) which, for the avoidance of doubt, may be referred to as the **Spread(s)** in the applicable Final Terms. Any reference hereinafter to "Margin" shall be also deemed to be a reference to "Spread").

For the purposes of this Condition 3.2.3:

ISDA Rate means, for an Interest Period, a rate equal to the Floating Rate that would be determined by the Calculation Agent specified in the applicable Final Terms, under an interest rate swap transaction if the Fiscal Agent or that other person were acting as Calculation Agent for that swap transaction under the terms of an agreement incorporating the ISDA Definitions (as defined below) and under which:

(1) the Floating Rate Option is as specified in the applicable Final Terms;

(2) the Designated Maturity is a period specified in the applicable Final Terms; and

(3) the relevant Reset Date is the first day of that Interest Period.

Floating Rate, **Calculation Agent**, **Floating Rate Option**, **Designated Maturity** and **Reset Date** have the meanings given to those terms in the 2006 ISDA Definitions published by the International Swaps and Derivatives Association, Inc. (hereinafter the **2006 ISDA Definitions**) and as amended and updated as at the Issue Date of the first Tranche of the Notes of the relevant Series.

Where ISDA Determination is specified in the applicable Final Terms as the manner in which the Rate of Interest is to be determined, the Minimum Rate of Interest (as defined below) shall be deemed to be zero.

3.2.3.2 **Screen Rate Determination**

Where screen rate determination (**Screen Rate Determination**) is specified in the applicable Final Terms as the manner in which the Rate of Interest is to be determined, the Rate of Interest for each Interest Period will, subject as provided below, be either:

(1) the offered quotation; or

(2) the arithmetic mean (rounded if necessary to the fifth decimal place, with 0.000005 being rounded upwards) of the offered quotations,

(expressed as a percentage rate per annum), for the reference rate(s) (the **Reference Rate(s)**) which appears or appear, as the case may be, on the relevant screen page (the **Relevant Screen Page**) (which will be, for instance, 11:00 a.m., London time, in the case of a LIBOR rate, or 11:00 a.m., Brussels time, in the case of an EURIBOR rate) as at the specified time (the **Specified Time**) on the interest determination date (the **Interest Determination Date**), as specified in the applicable Final Terms, in question plus or minus (as indicated in the applicable Final Terms) the Margin (if any), all as determined by the Calculation Agent. If five or more of such offered quotations are available on the Relevant Screen Page, the highest (or, if there is more than one such highest quotation, one only of such quotations) and the lowest (or, if there is more than one such lowest quotation, one only of such

quotations) shall be disregarded by the Calculation Agent for the purpose of determining the arithmetic mean (rounded as provided above) of such offered quotations.

If the Relevant Screen Page is not available or if in the case of (1) above, no such offered quotation appears or, in the case of (2) above, fewer than three such offered quotations appear, in each case as at the Specified Time, the Calculation Agent shall request the principal office of each of the Reference Banks (as defined below) to provide the Calculation Agent with its offered quotation (expressed as a percentage rate per annum) for the Reference Rate at approximately the Specified Time on the Interest Determination Date in question. If two or more of the Reference Banks provide the Calculation Agent with such offered quotations, the Rate of Interest for such Interest Period shall be the arithmetic mean (rounded if necessary to the fifth decimal place with 0.000005 being rounded upwards) of such offered quotations plus or minus (as appropriate) the Margin (if any), all as determined by the Calculation Agent.

If on any Interest Determination Date one only or none of the Reference Banks provides the Calculation Agent with an offered quotation as provided in the preceding paragraph, the Rate of Interest for the relevant Interest Period shall be the rate per annum which the CalculationAgent determines as being the arithmetic mean (rounded if necessary to the fifth decimal place, with 0.000005 being rounded upwards) of the rates, as communicated to (and at the request of) the CalculationAgent by the Reference Banks or any two or more of them, at which such banks were offered, at approximately the Specified Time on the relevant Interest Determination Date, deposits in the Specified Currency for a period equal to that which would have been used for the Reference Rate by the Reference Banks plus or minus (as appropriate) the Margin (if any) or, if fewer than two of the Reference Banks provide the CalculationAgent with such offered rates, the offered rate for deposits in the Specified Currency for a period equal to that which would have been used for the Reference Rate, or the arithmetic mean (rounded as provided above) of the offered rates for deposits in the Specified Currency for a period equal to that which would have been used for the Reference Rate, at which, at approximately the Specified Time on the relevant Interest Determination Date, any one or more banks (which bank or banks is or are in the opinion of the Issuer and the CalculationAgent suitable for such purpose) informs the CalculationAgent it is quoting to Reference Banks (or, as the case may be, the quotations of such bank or banks to the CalculationAgent) plus or minus (as appropriate) the Margin (if any), provided that, if the Rate of Interest cannot be determined in accordance with the foregoing provisions of this paragraph, the Rate of Interest shall be determined as at the last preceding Interest Determination Date (though substituting, where a different Margin is to be applied to the relevant Interest Period from that which applied to the last preceding Interest Period, the Margin relating to the relevant Interest Period in place of the Margin relating to that last preceding Interest Period).

Reference Banks have the meaning given to it, for each Reference Rate, in the 2006 ISDA Definitions as amended and updated as at the Issue Date of the first Tranche of the Notes of the relevant Series. For instance, in case of a LIBOR rate, the Reference Banks will be the principal London office of four major banks in the London inter-bank market, in case of a EURIBOR rate, the Reference Banks will be the principal Euro-zone office of four major banks in the Euro-zone inter-bank market.

Where Screen Rate Determination is specified in the applicable Final Terms as the manner in which the Rate of Interest is to be determined, the Minimum Rate of Interest (as defined below) shall be deemed to be zero.

3.2.4 *Minimum and/or Maximum Rate of Interest and/or Rate Multiplier*

Subject to the provisions of Condition 3.2.2.1, if the applicable Final Terms specifies a minimum rate of interest (the **Minimum Rate of Interest**) for any Interest Period, then, in the event that the Rate of Interest in respect of any such Interest Period determined in accordance with the provisions of paragraph (ii) above is less than such Minimum Rate of Interest, the Rate of Interest for such Interest Period shall be such Minimum Rate of Interest.

If the applicable Final Terms specifies a maximum rate of interest (the **Maximum Rate of Interest**) for any Interest Period, then, in the event that the Rate of Interest in respect of any such Interest Period

determined in accordance with the provisions of paragraph (ii) above is greater than such Maximum Rate of Interest, the Rate of Interest for such Interest Period shall be such Maximum Rate of Interest.

If the applicable Final Terms specifies a rate multiplier (the **Rate Multiplier**) for any Interest Period, then the Rate of Interest in respect of any such Interest Period shall be multiplied by the relevant Rate Multiplier, subject always to the Minimum and/or Maximum Rate of Interest as described above.

If n/N or n_b/N_b is specified as the Rate Multiplier in the applicable Final Terms, the following definitions shall apply:

n means the number of calendar days in the relevant Interest Period in respect of which the Benchmark was equal to or greater than the Lower Limit and equal to or lower than the Upper Limit, in each case as determined by the Calculation Agent.

N means the total number of calendar days within the relevant Interest Period.

n_b means the number of Business Days in the relevant Interest Period in respect of which the Benchmark was equal to or greater than the Lower Limit and equal to or lower than the Upper Limit, in each case as determined by the Calculation Agent.

N_b means the total number of Business Days within the relevant Interest Period.

Lower Limit means, in respect of the relevant Interest Period, the limit specified in the applicable Final Terms.

Benchmark means, in respect of any calendar day (in respect of the definition of n) or, as applicable, Business Day (in respect of the definition of n_b) of the relevant Interest Period:

- if Reference Rate **USD-LIBOR** is specified as the applicable Benchmark in the Final Terms, the rate equal to the Floating Rate for such day that would be determined by the Calculation Agent under an interest rate swap transaction if it were acting as Calculation Agent for that swap transaction under the terms of an agreement incorporating the 2006 ISDA Definitions and under which the Floating Rate Option is "USD-LIBOR-BBA" (as defined in the 2006 ISDA Definitions) for a period of the Designated Maturity as specified in the Final Terms (without reference to any Reset Date). If on any Benchmark Day, such rate does not appear on Reuters Screen LIBOR01 Page, USD-LIBOR will be determined by the Calculation Agent as aforesaid in accordance with the Floating Rate Option "USD-LIBOR-Reference Banks" (as defined in the 2006 ISDA Definitions) for a period of the Designated Maturity as specified in the Final Terms (without reference to any Reset Date).

- if Reference Rate **GBP-LIBOR** is specified as the applicable Benchmark in the Final Terms, the rate equal to the Floating Rate for such day that would be determined by the Calculation Agent under an interest rate swap transaction if it were acting as Calculation Agent for that swap transaction under the terms of an agreement incorporating the 2006 ISDA Definitions and under which the Floating Rate Option is "GBP-LIBOR-BBA" (as defined in the 2006 ISDA Definitions) for a period of the Designated Maturity as specified in the Final Terms (without reference to any Reset Date). If on any Benchmark Day, such rate does not appear on Reuters Screen LIBOR01 Page, GBP-LIBOR will be determined by the Calculation Agent as aforesaid in accordance with the Floating Rate Option "GBP-LIBOR-Reference Banks" (as defined in the 2006 ISDA Definitions) for a period of the Designated Maturity as specified in the Final Terms (without reference to any Reset Date).

- if Reference Rate **EURIBOR** is specified as the applicable Benchmark in the Final Terms, the rate equal to the Floating Rate for such day that would be determined by the Calculation Agent under an interest rate swap transaction if it were acting as Calculation Agent for that swap transaction under the terms of an agreement incorporating the 2006 ISDA Definitions and under which the Floating

Rate Option is "EUR-EURIBOR-Reuters" (as defined in the 2006 ISDA Definitions) for a period of the Designated Maturity as specified in the Final Terms (without reference to any Reset Date). If on any Benchmark Day, such rate does not appear on Reuters Screen EURIBOR01 Page, EURIBOR will be determined by the Calculation Agent as aforesaid in accordance with the Floating Rate Option "EUR-EURIBOR-Reference Banks" (as defined in the 2006 ISDA Definitions) for a period of the Designated Maturity as specified in the Final Terms (without reference to any Reset Date).

- if Reference Rate **EUR-CMS** is specified as the applicable Benchmark in the Final Terms, the rate equal to the Floating Rate for such day that would be determined by the Calculation Agent under an interest rate swap transaction if it were acting as Calculation Agent for that swap transaction under the terms of an agreement incorporating the 2006 ISDA Definitions and under which the Floating Rate Option is "EUR-ISDA-EURIBOR Swap Rate-11:00" (as defined in the 2006 ISDA Definitions) for a period of the Designated Maturity as specified in the Final Terms (without Reference to any Reset Date), and appearing on Reuters Screen ISDAFIX2 Page as at 11.00 a.m. (Frankfurt time) under the heading "EURIBOR BASIS – FRF" and above the caption "11:00 AM FRANKFURT". If on any Benchmark Day, such rate does not appear on Reuters Screen ISDAFIX2 Page, EUR-CMS will be determined by the Calculation Agent as aforesaid in accordance with the Floating Rate Option "EUR-Annual Swap Rate-Reference Banks" (as defined in the 2006 ISDA Definitions) for a period of the Designated Maturity specified in the applicable Final Terms (without reference to any Reset Date).

- if Reference Rate **USD-CMS** is specified as the applicable Benchmark in the Final Terms, the rate equal to the Floating Rate for such day that would be determined by the Calculation Agent under an interest rate swap transaction if it were acting as Calculation Agent for that swap transaction under the terms of an agreement incorporating the 2006 ISDA Definitions and under which the Floating Rate Option is "USD-ISDA-Swap Rate" (as defined in the 2006 ISDA Definitions) for a period of the Designated Maturity as specified in the Final Terms (without Reference to any Reset Date), and appearing on Reuters Screen ISDAFIX1 Page as at 11.00 a.m. (New York time). If on any Benchmark day, such rate does not appear on Reuters Screen ISDAFIX1 Page, USD-CMS will be determined by the Calculation Agent as aforesaid in accordance with the Floating Rate Option "USD-CMS-Reference Banks" (as defined in the 2006 ISDA Definitions) for a period of the Designated Maturity as specified in the Final Terms (without reference to any Reset Date).

For the purposes hereof, (i) the value of the Benchmark on any calendar day of the relevant Interest Period which is not a Benchmark Day shall be deemed to be the value ascribed to the Benchmark on the first preceding Benchmark Day and (ii) the value of the Benchmark on each of the last four TARGET2 Business Days of any Interest Period shall be deemed to be the value ascribed to the Benchmark on the fifth TARGET2 Business Day (or the Benchmark Day immediately preceding such fifth TARGET2 Business Day if such fifth TARGET2 Business Day is not a Benchmark Day) preceding the Interest Payment Date relating to such Interest Period.

Benchmark Day means, if the relevant Benchmark is:

- USD-LIBOR or GBP-LIBOR, a day (other than a Saturday or Sunday) on which banks are open for business (including dealings in foreign exchange and deposit in USD) in London;
- EURIBOR or EUR-CMS, a day (other than a Saturday or Sunday) on which the TARGET2 System is operating; and
- USD-CMS, a day (other than a Saturday or Sunday) on which banks are open for business in New York.

Upper Limit means, in respect of the relevant Interest Period, the limit specified in the applicable Final Terms.

3.2.5 *Determination of Rate of Interest and Interest Amount in respect of Floating Rate Notes*

The Calculation Agent will at or as soon as practicable after each time at which the Rate of Interest is to be determined, determine the Rate of Interest for the relevant Interest Period.

The CalculationAgent will calculate the amount of interest (the **Interest Amount**) payable on the Floating Rate Notes in respect of each Specified Denomination for the relevant Interest Period. Each Interest Amount shall be calculated by applying the Rate of Interest to each Specified Denomination, multiplying such sum by the applicable Day Count Fraction, and rounding the resultant figure to the nearest sub-unit (defined below) of the relevant Specified Currency, half of any such sub-unit being rounded upwards or otherwise in accordance with applicable market convention.

Floating Rate Notes may provide for a method of calculating interest which does not require any Day Count Fraction as interest payable on each specified Interest Payment Date is determined by applying the Rate of Interest to the Specified Denomination, as detailed in the applicable Final Terms.

3.2.6 *Notification of Rate of Interest and Interest Amount*

The CalculationAgent will cause the Rate of Interest and the Interest Amount for each Interest Period and the relevant Interest Payment Date to be notified to the Issuer, the Guarantor and any stock exchange on which the relevant Floating Rate Notes are for the time being listed and notice thereof to be published in accordance with Condition 13 as soon as possible after the calculation or determination thereof (provided that, in the case of notification to any stock exchange, such notice will be given by no later than the first day of the relevant Interest Period or, if that is impossible due to the date fixed for such determination or calculation, as soon as practicable on or after such date). Each Interest Amount and Interest Payment Date so notified may subsequently be amended (or appropriate alternative arrangements made by way of adjustment) without prior notice in the event of an extension or shortening of the Interest Period. Any such amendment will be promptly notified to each stock exchange on which the relevant Floating Rate Notes are for the time being listed and to the Noteholders in accordance with Condition 13. For the purposes of these Conditions, the expression **Luxembourg Business Day** means a day (other than a Saturday or a Sunday) on which banks and foreign exchange markets are open for general business in Luxembourg.

3.2.7 *Provisions specific to SHIBOR rate*

SHIBOR means the Shanghai Interbank Offered Rate as published on http://www.shibor.org, by China Foreign Exchange Trade System & National Interbank Funding Centre under the authorisation of the People's Bank of China, at around 11.30 a.m., Beijing time on each business day, including 8 critical terms, i.e. O/N, 1W, 2W, 1M, 3M, 6M, 9M, 1Y, each representing the rate for the corresponding period.

If Reference Rate is specified in the Final Terms as SHIBOR, "SHIBOR" will be the rate determined by the Issuer acting by and through its Hong Kong Branch (or, if one is specified in the Final Terms, the Calculation Agent instead of the issuer acting by and through its Hong Kong Branch) on the following basis:

(i) If, at or around 11:30 a.m. (Beijing time) on the Interest Determination Date, a relevant SHIBOR is published on http://www.shibor.org, then the relevant SHIBOR will be that rate; and for the purposes of these Conditions, the relevant SHIBOR means SHIBOR in a critical term corresponding to the relevant Interest Period.

(ii) If for any reason the relevant SHIBOR is not published in respect of a certain Interest Determination Date, the relevant SHIBOR in respect of the business day immediately preceding that Interest Determination Date shall be applied in place thereof.

3.3 Interest on Structured Notes

When the applicable Final Terms specify that "*Structured Interest Note Provisions*" is applicable, this Condition 3.2 applies.

The applicable Final Terms contain provisions applicable to the determination of interest amount and must be read in conjunction with this Condition 3.2 for full information on the manner in which interest is calculated on Structured Notes. In particular, the applicable Final Terms will specify the Interest Commencement Date, the Interest Payment Date(s), the Structured Interest Amount, the Business Day Convention and the relevant Day Count Fraction if applicable.

3.3.1 *Structured Interest Amount(s)*

The Structured Interest Amount payable in respect of the Structured Notes shall be determined as follows:

Structured Interest Amount = Specified Denomination multiplied by the Product Formula described in the Additional Terms and Conditions relating to Formulae corresponding to the Reference of the Product specified in the applicable Final Terms.

For the purpose of this Condition 3.3.1:

Product Formula shall have the meaning given to it in the Additional Terms and Conditions relating to Formulae.

3.3.2 *Calculation of Interest Amount in respect of Structured Notes*

The Calculation Agent will at or as soon as practicable after each time at which the Interest Amount is to be calculated, calculate the Interest Amount for the relevant Interest Period. The Calculation Agent will notify the CalculationAgent of the Interest Amount for the relevant Interest Period as soon as practicable after calculating the same (but in no event later than the first Business Day after such calculation).

The Calculation Agent will calculate the Interest Amount payable on the Structured Notes in respect of each Specified Denomination for the relevant Interest Period. Each Interest Amount shall be calculated in accordance with the Product Formula as specified in the Additional Terms and Conditions relating to Formulae, multiplying such sum by the applicable Day Count Fraction, and rounding the resultant figure to the nearest sub-unit (defined below) of the relevant Specified Currency, half of any such sub-unit being rounded upwards or otherwise in accordance with applicable market convention.

Structured Notes may provide for a method of calculating interest which does not require any Day Count Fraction as interest payable on each specified Interest Payment Date is determined by applying the Structured Interest Amount to the Specified Denomination, as detailed in the applicable Final Terms.

3.3.3 *Notification of Rate of Interest and Interest Amount*

The CalculationAgent will cause the Interest Amount for each Interest Period and the relevant Interest Payment Date to be notified to the Issuer, the Guarantor and any stock exchange on which the relevant Structured Notes are for the time being listed and notice thereof to be published in accordance with Condition 13 as soon as possible after the calculation thereof (provided that, in the case of notification to any stock exchange, such notice will be given by no later than the first day of the relevant Interest Period or, if that is impossible due to the date fixed for such calculation, as soon as practicable on or after such date). Each Interest Amount and Interest Payment Date so notified may subsequently be amended (or appropriate alternative arrangements made by way of adjustment) without prior notice in the event of an extension or shortening of the Interest Period. Any such amendment will be promptly notified to each stock exchange on which the relevant Structured Notes are for the time being listed and to the Noteholders in accordance with Condition 13. For the purposes of these Conditions, the expression **Luxembourg Business Day** means a day (other than a Saturday or a Sunday) on which banks and foreign exchange markets are open for general business in Luxembourg.

3.4 Zero Coupon Notes

When the applicable Final Terms specify that "*Zero Coupon Note Provisions*" is applicable, this Condition 3.4 applies.

In particular, the applicable Final Terms will specify the Accrual Yield, the Reference Price and the Day Count Fraction in relation to Early Redemption Amounts and late payment (pursuant to the provisions of Condition 5.8 and 5.15).

Where a Zero Coupon Note becomes due and repayable and is not paid when due, the amount due and repayable (the **Amortised Face Amount**) shall be an amount equal to:

(A) the Reference Price; and

(B) the product of the Accrual Yield (compounded annually) being applied to the Reference Price from (and including or, in respect of Uncertificated Swedish Notes, but excluding) the Issue Date to (but excluding or, in respect of Uncertificated Swedish Notes, and including) the date fixed for redemption or (as the case may be) the date upon which such Note becomes due and repayable;

and notified in accordance with Condition 3.2.7, *mutatis mutandis*.

3.5 Partly Paid Notes

In the case of Partly Paid Notes (other than Partly Paid Notes which are Zero Coupon Notes), interest will accrue as aforesaid on the paid-up nominal amount of such Notes.

3.6 Accrual of Interest

Each Note (or in the case of the redemption of part only of a Note, that part only of such Note) will cease to bear interest (if applicable) from the due date for its redemption unless payment of principal (or, in the case of any Physical Delivery Note, transfer of the Deliverable Asset(s) in respect of the Physical Delivery Amount) is improperly withheld or refused (provided that, in the case of any Physical Delivery Amount, transfer shall not be deemed to have been improperly withheld or refused where such transfer is delayed by reason of circumstances beyond the control of the relevant Issuer or any of its Agents). In such event, interest will continue to be calculated and to accrue until whichever is the earlier of:

(1) the date on which all amounts due in respect of such Note have been paid; and

(2) five days after the date on which the full amount of the moneys payable in respect of such Note has been received by the Fiscal Agent and notice to that effect has been given to the Noteholders in accordance with Condition 13.

3.7 Certain definitions relating to the calculation of interest

Day Count Fraction means, is so specified in the applicable Final Terms, in respect of the calculation of an amount of interest for any Interest Period, (provided that the Day Count Fraction applicable to Floating Rate Notes denominated in euro shall be Actual/360) any of the following:

- **Actual/Actual (ICMA)**:

(a) in the case of Notes where the number of days in the relevant period from (and including or, in respect of Uncertificated Swedish Notes, but excluding) the most recent Interest Payment Date (or, if none, the Interest Commencement Date) to (but excluding or, in respect of Uncertificated Swedish Notes, and including) the relevant payment date (the **Accrual Period**) is equal to or shorter than the Determination Period during which the Accrual Period ends, the number of

days in such Accrual Period divided by the product of (I) the number of days in such Determination Period and (II) the number of Determination Dates (as specified in the applicable Final Terms, the **Determination Dates** and each a **Determination Date**) that would occur in one calendar year; or

(b) in the case of Notes where the Accrual Period is longer than the Determination Period during which the Accrual Period ends, the sum of:

(I) the number of days in such Accrual Period falling in the Determination Period in which the Accrual Period begins divided by the product of (x) the number of days in such Determination Period and (y) the number of Determination Dates that would occur in one calendar year; and

(II) the number of days in such Accrual Period falling in the next Determination Period divided by the product of (x) the number of days in such Determination Period and (y) the number of Determination Dates that would occur in one calendar year;

- **30/360** and the Notes are Fixed Rate Notes, the number of days in the period from (and including) the most recent Interest Payment Date (or, if none, the Interest Commencement Date) to (but excluding or, in respect of Uncertificated Swedish Notes, and including) the relevant payment date (such number of days being calculated on the basis of a year of 360 days with 12 30-day months) divided by 360;

- **Actual/Actual (ISDA)** or **Actual/Actual** the actual number of days in the Interest Period divided by 365 (or, if any portion of that Interest Period falls in a leap year, the sum of (I) the actual number of days in that portion of the Interest Period falling in a leap year divided by 366 and (II) the actual number of days in that portion of the Interest Period falling in a non-leap year divided by 365);

- **Actual/365 (Fixed)**, the actual number of days in the Interest Period divided by 365;

- **Actual/365 (Sterling)**, the actual number of days in the Interest Period divided by 365 or, in the case of an Interest Payment Date falling in a leap year, 366;

- **Actual/360**, the actual number of days in the Interest Period divided by 360;

- **30/360**, **360/360** or **Bond Basis** and the Notes are variable rate Notes, the number of days in the Interest Period divided by 360, calculated on a formula basis as follows:

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

where:

Y_1 is the year, expressed as a number, in which the first day of the Interest Period falls;

Y_2 is the year, expressed as a number, in which the day immediately following the last day of the Interest Period falls;

M_1 is the calendar month, expressed as a number, in which the first day of the Interest Period falls;

M_2 is the calendar month, expressed as a number, in which the day immediately following the last day of the Interest Period falls;

D_1 is the first calendar day, expressed as a number, of the Interest Period, unless such number is 31, in which case D_1 will be 30; and

D_2 is the calendar day, expressed as a number, immediately following the last day included in the Interest Period, unless such number would be 31 and D_1 is greater than 29, in which case D_2 will be 30;

- **30E/360** or **Eurobond Basis**, the number of days in the Interest Period divided by 360, calculated on a formula basis as follows:

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

where:

Y_1 is the year, expressed as a number, in which the first day of the Interest Period falls;

Y_2 is the year, expressed as a number, in which the day immediately following the last day of the Interest Period falls;

M_1 is the calendar month, expressed as a number, in which the first day of the Interest Period falls;

M_2 is the calendar month, expressed as a number, in which the day immediately following the last day of the Interest Period falls;

D_1 is the first calendar day, expressed as a number, of the Interest Period, unless such number would be 31, in which case D_1 will be 30; and

D_2 is the calendar day, expressed as a number, immediately following the last day included in the Interest Period, unless such number would be 31, in which case D_2 will be 30;

- **30E/360 (ISDA)**, the number of days in the Interest Period divided by 360, calculated on a formula basis as follows:

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

where:

Y_1 is the year, expressed as a number, in which the first day of the Interest Period falls;

Y_2 is the year, expressed as a number, in which the day immediately following the last day of the Interest Period falls;

M_1 is the calendar month, expressed as a number, in which the first day of the Interest Period falls;

M_2 is the calendar month, expressed as a number, in which the day immediately following the last day of the Interest Period falls;

D_1 is the first calendar day, expressed as a number, of the Interest Period, unless (i) that day is the last day of February or (ii) such number would be 31, in which case D_1 will be 30; and

D_2 is the calendar day, expressed as a number, immediately following the last day included in the Interest Period, unless (i) that day is the last day of February but not the Maturity Date or (ii) such number would be 31, in which case D_2 will be 30.

Determination Period means each period from (and including or, in respect of Uncertificated Swedish Notes, but excluding) a Determination Date to (but excluding or, in respect of Uncertificated Swedish Notes, and including) the next Determination Date (including, where either the Interest Commencement

Date or the final Interest Payment Date is not a Determination Date, the period commencing on the first Determination Date prior to, and ending on the first Determination Date falling after, such date).

Interest Commencement Date means the date from which a Note accrues interest (as specified in the applicable Final Terms). If no Interest Commencement Date is specified in the applicable Final Terms, the Issue Date shall be deemed to be the Interest Commencement Date.

Interest Period means the period beginning on (and including or, in respect of Uncertificated Swedish Notes, but excluding) the Interest Commencement Date and ending on (but excluding or, in respect of Uncertificated Swedish Notes, and including) the first Interest Payment Date and each successive period beginning on (and including or, in respect of Uncertificated Swedish Notes, but excluding) an Interest Payment Date and ending on (but excluding or, in respect of Uncertificated Swedish Notes, and including) the next Interest Payment Date or such other period as is specified in the applicable Final Terms.

Interest Rate$_{(i-1)}$ means, in respect of an Interest Period, the Rate of Interest determined by the Calculation Agent in respect of the immediately preceding Interest Period. For the avoidance of doubt, Interest Rate$_{(i-1)}$ is expressed as a rate per annum.

Issue Date means the date specified as such in the applicable Final Terms. On the Issue Date the relevant clearing systems debit and credit accounts in accordance with instructions received by them.

sub-unit means, with respect to any currency other than euro, the lowest amount of such currency that is available as legal tender in the country of such currency and, with respect to euro, means one cent.

3.8 Rounding generally

In connection with the calculation of any amount payable in respect of the Notes (including, without limitation, interest) and unless otherwise provided in these Terms and Conditions, such amounts will, if necessary, be rounded to the nearest sub-unit (as defined above) of the relevant Specified Currency, half of any such sub-unit being rounded upwards.

3.9 Certificates to be final

All certificates, communications, opinions, determinations, calculations, quotations and decisions given, expressed, made or obtained for the purposes of the provisions of this Condition 3, by the Fiscal Agent or, if applicable, the Calculation Agent, shall (in the absence of wilful default, bad faith, manifest error or proven error) be binding on the Issuer, the Guarantor, the Fiscal Agent, the Calculation Agent (if applicable) the other Paying Agents and all Noteholders, Receiptholders and Couponholders and (in the absence of wilful default or bad faith) no liability to the Issuer, the Guarantor, the Noteholders, the Receiptholders or the Couponholders shall attach to the Fiscal Agent or, if applicable, the Calculation Agent, in connection with the exercise or non-exercise by it of its powers, duties and discretions pursuant to such provisions.

3.10 Swedish Notes

For the purposes of the Swedish Notes, where any period is expressed to run from (and including) a particular date to (but excluding) another date, such period shall instead run from (but excluding) the first date to (and including) the second date.

4. PAYMENTS

For the purposes of this Condition 4, references to payment or repayment (as the case may be) of principal and/or interest and other similar expressions will, where the context so admits, be deemed also to refer to Delivery of the Deliverable Asset(s) with respect to any Physical Delivery Amount(s).

4.1 Method of Payment

Subject as provided below and, in the case of Physical Delivery Notes, Registered Notes or Uncertificated Notes, subject also as provided in the applicable Final Terms:

(1) payments in a Specified Currency (other than euro or Renminbi) will be made by credit or transfer to an account in the relevant Specified Currency maintained by the payee with, or, at the option of the payee, except in the case of Registered Notes, by a cheque in such Specified Currency drawn on, a bank in the principal financial centre(s) of the country of such Specified Currency (which if the Specified Currency is Australian dollars, shall be Sydney and, if the Specified Currency is Canadian dollars, shall be Montreal);

(2) payments in euro will be made by credit or transfer to a euro account (or any other account to which euro may be credited or transferred) specified by the payee or, at the option of the payee, except in the case of Registered Notes, by a euro cheque;

(3) payments in Renminbi shall be made solely by credit to a Renminbi bank account maintained at a bank in Hong Kong in accordance with applicable laws, rules, regulations and guidelines issued from time to time;

(4) in the case of any Note which is a Physical Delivery Note that is to be redeemed by the transfer of the Deliverable Asset(s), transfer of the Deliverable Asset(s) in respect of any Physical Delivery Amount will be effected (a) by the Delivery to, or to the order of, the Noteholder of the relevant Deliverable Asset(s), (b) to, or to the order of, the Noteholder at the risk of the relevant Noteholder in such manner as may be specified in the transfer notice (the **Transfer Notice**, the form of which is annexed to the Agency Agreement) and subject to compliance with applicable securities laws; and

(5) in the case of Physical Delivery Notes, if the applicable Final Terms specify that "*Issuer's option to vary method of settlement*" is "Yes" (pursuant to the provisions of Condition 5.12) or where a Settlement Disruption Event (pursuant to the provisions of Condition 16) has occurred.

Payments will be subject in all cases to any fiscal or other laws and regulations applicable thereto in the place of payment, but without prejudice to the provisions of Condition 6.

In this Condition 4.1:

Deliver means, in respect of any Deliverable Asset, to deliver, novate, transfer (including, where the applicable Deliverable Asset is a guarantee, transfer the benefit of the guarantee), assign or sell, as appropriate, in a manner customary for the settlement of the applicable Deliverable Asset (which shall include executing all necessary documentation and taking any other necessary actions), in order to convey all right, title and interest in the Deliverable Asset free and clear of any and all liens, charges, claims or encumbrances (including, without limitation, any counterclaim, defence (other than an Exempt Counterclaim or Defence) or right of set off by or of the obligor with respect to the Deliverable Asset); provided that where the Deliverable Asset is a Loan Participation, **Deliver** means to create (or procure the creation) of a participation in favour of the Noteholder and, where the Deliverable Asset is a guarantee, **Deliver** means to Deliver both the guarantee and the underlying obligation to which such guarantee relates. **Delivery** and **Delivered** will be construed accordingly. In the case of a loan (being any obligation that is documented by a term loan agreement, revolving loan agreement or other similar credit agreement), Delivery shall be effected using documentation substantially in the form of the documentation customarily used in the relevant market for Delivery of such loan at that time;

Exempt Counterclaim or Defence means, in respect of any Deliverable Asset, any defence based upon (a) any lack or alleged lack of authority or capacity of the relevant obligor with respect to the Deliverable Asset to enter into the Deliverable Asset or, where the Deliverable Asset is a guarantee, the

obligor in respect of the guarantee and/or the obligor in respect of the underlying obligation to which such guarantee relates, (b) any actual or alleged unenforceability, illegality, impossibility or invalidity with respect to any Deliverable Asset or, where the Deliverable Asset is a guarantee, the guarantee and/or the underlying obligation to which such guarantee relates, however described, (c) any applicable law, order, regulation, decree or notice, however described, or the promulgation of, or any change in, the interpretation by any court, tribunal, regulatory authority or similar administrative or judicial body with competent or apparent jurisdiction of any applicable law, order, regulation, decree or notice, however described, or (d) the imposition of, or any change in, any exchange controls, capital restrictions or any other similar restrictions imposed by any monetary or other authority, however described; and

Loan Participation means a loan in respect of which, pursuant to a participation agreement, the relevant Issuer is capable of creating, or procuring the creation of, a contractual right in favour of the relevant Noteholder that provides the Noteholder with recourse to the participation seller for a specified share in any payments due under the relevant loan which are received by such participation seller, any such agreement to be entered into between the Noteholder and the Issuer (to the extent the Issuer is then a lender or a member of the relevant lending syndicate).

4.2 Presentation of Definitive Bearer Notes, Receipts and Coupons

Payments of principal in respect of Definitive Bearer Notes will (subject as provided below) be made in the manner provided in Condition 4.1 only against presentation and surrender (or, in the case of part payment of any sum due, endorsement) of such Definitive Bearer Notes, and payments of interest in respect of Definitive Bearer Notes will (subject as provided below) be made as aforesaid only against presentation and surrender (or, in the case of part payment of any sum due, endorsement) of Coupons, in each case at the specified office of any Paying Agent outside the United States (which expression, as used herein, means the United States of America (including the States and the District of Columbia and its possessions)). Payments under Condition 4.1 made, at the option of the bearer of such Note or Coupon, by cheque shall be mailed or delivered to an address outside the United States furnished by such bearer. Subject to any applicable laws and regulations, such payments made by transfer will be made in immediately available funds to an account maintained by the payee with a bank located outside the United States. Subject as provided below, no payment in respect of any Definitive Bearer Note or Coupon will be made upon presentation of such Definitive Bearer Note or Coupon at any office or agency of the Issuer, the Guarantor or any Paying Agent in the United States, nor will any such payment be made by transfer to an account, or by mail to an address, in the United States.

Payments of instalments of principal (if any) in respect of Definitive Bearer Notes, other than the final instalment, will (subject as provided below) be made in the manner provided in Condition 4.1 only against presentation and surrender (or, in the case of part payment of any sum due, endorsement) of the relevant Receipt in accordance with the preceding paragraph. Payment of the final instalment will be made in the manner provided in Condition 4.1 only against presentation and surrender (or, in the case of part payment of any sum due, endorsement) of the relevant Bearer Note in accordance with the preceding paragraph. Each Receipt must be presented for payment of the relevant instalment together with the Definitive Bearer Note to which it appertains. Receipts presented without the Definitive Bearer Note to which they appertain do not constitute valid obligations of the Issuer or, if applicable, the Guarantor. Upon the date on which any Definitive Bearer Note becomes due and repayable, unmatured Receipts (if any) relating thereto (whether or not attached) shall become void and no payment shall be made in respect thereof.

Fixed Rate Notes which are Definitive Bearer Notes (other than Structured Notes or Physical Delivery Notes) should be presented for payment together with all unmatured Coupons appertaining thereto (which expression shall for this purpose include Coupons falling to be issued on exchange of matured Talons), failing which the amount of any missing unmatured Coupon (or, in the case of payment not being made in full, the same proportion of the amount of such missing unmatured Coupon as the sum so paid bears to the sum due) will be deducted from the sum due for payment. Each amount of principal so deducted will be paid in the manner mentioned above against surrender of the relative missing

Coupon at any time before the expiry of ten years after the Relevant Date (as defined in Condition 6) in respect of such principal (whether or not such Coupon would otherwise have become void under Condition 7) or, if later, five years from the date on which such Coupon would otherwise have become due, but in no event thereafter.

Upon any Fixed Rate Note which is a Definitive Bearer Note becoming due and repayable prior to its Maturity Date, all unmatured Talons (if any) appertaining thereto will become void and no further Coupons will be issued in respect thereof.

Upon the date on which any Floating Rate Note, Structured Note or Physical Delivery Note which is a Definitive Bearer Note becomes due and repayable, unmatured Coupons and Talons (if any) relating thereto (whether or not attached) shall become void and no payment or, as the case may be, exchange for further Coupons shall be made in respect thereof. Where any Floating Rate Note, Structured Note or Physical Delivery Note which is settled by way of cash is presented for redemption without all unmatured Coupons appertaining thereto, payment of all amounts due in relation to such Note shall be made only against the provision of such indemnity as the relevant Issuer and (if applicable) the Guarantor may decide.

If the due date for redemption of any Definitive Bearer Note is not an Interest Payment Date, interest (if any) accrued in respect of such Note from (and including) the preceding Interest Payment Date or, as the case may be, the Interest Commencement Date shall be payable only against surrender of the relevant Definitive Bearer Note.

4.3 Payments in respect of Bearer Global Notes

Payments of principal and interest (if any) in respect of Notes represented by any Bearer Global Note will (subject as provided below) be made in the manner specified above in relation to Definitive Bearer Notes or otherwise in the manner specified in the relevant Bearer Global Note against presentation or surrender, as the case may be, of such Bearer Global Note at the specified office of any Paying Agent outside the United States. A record of each payment made, distinguishing between any payment of principal and any payment of interest, will be made either on such Bearer Global Note by the relevant Paying Agent or in the records of Euroclear and Clearstream, Luxembourg (as applicable).

Notwithstanding the foregoing, payments due in respect of Swedish Notes shall be made to the bearer of the relevant Global Note and each payment so made will discharge the Issuer's obligations in respect thereof. Each holder of beneficial interests in the Swedish Notes must look solely to the Swedish CSD for its share of the payments made to the bearer of the relevant Global Note. The Swedish CSD does not assume the obligations of the Issuer and is only obliged to distribute payments it has received in its capacity as Swedish CSD in respect of the Swedish Notes. Unless otherwise specified in the applicable Final Terms, it is expected that payments of principal and/or interest (or any other amounts due and payable) in respect of Swedish Notes will be received by holders of the beneficial interests in such Swedish Notes holding such interests at an account with the Swedish CSD no later than the seventh business day (as defined by the then applicable CSD Rules) after the date on which such payment becomes due and payable in accordance with the terms and conditions applicable to the relevant Swedish Notes as specified in the applicable Final Terms. Pursuant to the CSD Rules, payments of principal and/or interest (or any other amounts due and payable) in respect of the beneficial interests in any Swedish Notes shall be made to the Noteholders shown as such on the fifth business day (as defined by the then applicable CSD Rules) before the due date for such payment, or such other business day falling closer to the due date as then may be stipulated in the CSD Rules. Such day shall be the **Record Date** in respect of the Notes in accordance with the CSD Rules. Payments will be subject in all cases to any fiscal or other laws and regulations applicable thereto in the place of payment and will be made in accordance with the CSD Rules.

4.4 Payments in respect of Registered Notes

Payments of principal (other than instalments of principal prior to the final instalment) in respect of each Registered Note (whether or not in global form) will be made against presentation and surrender (or, in the case of part payment of any sum due, endorsement) of the Registered Note at the specified office of the Registrar or any of the Paying Agents. Such payments will be made by transfer to the Designated Account (as defined below) of the holder (or the first named of joint holders) of the Registered Note appearing in the register of holders of the Registered Notes maintained by the Registrar (the **Register**) (i) where in global form, at the close of the business day (being for this purpose a day on which the relevant clearing system in which the Notes are held is open for business) before the relevant due date, and (ii) where in definitive form, at the close of business on the third business day (being for this purpose a day on which banks are open for business in the city where the specified office of the Registrar is located) before the relevant due date. Notwithstanding the previous sentence, if (i) a holder does not have a Designated Account or (ii) the principal amount of the Notes held by a holder is less than U.S.$250,000 (or its approximate equivalent in any other Specified Currency), payment will instead be made by a cheque in the Specified Currency drawn on a Designated Bank (as defined below). For these purposes, **Designated Account** means the account maintained by a holder with a Designated Bank and identified as such in the Register and **Designated Bank** means (in the case of payment in a Specified Currency other than euro or Renminbi) a bank in the principal financial centre of the country of such Specified Currency (which, if the Specified Currency is Australian dollars, shall be Sydney and, if the Specified Currency is Canadian dollars, shall be Montreal and, if the Specified Currency is Renminbi, shall be Hong Kong) and (in the case of a payment in euro) any bank which processes payments in euro.

Payments of interest and payments of instalments of principal (other than the final instalment) in respect of each Registered Note (whether or not in global form) will be made by a cheque in the Specified Currency drawn on a Designated Bank and mailed by uninsured mail on the business day in the city where the specified office of the Registrar is located immediately preceding the relevant due date to the holder (or the first named of joint holders) of the Registered Note appearing in the Register (i) where in global form, at the close of the business day (being for this purpose a day on which the relevant clearing system in which the Notes are held is open for business) before the relevant due date, and (ii) where in definitive form, at the close of business on the fifteenth day (whether or not such fifteenth day is a business day) before the relevant due date (the **Record Date**) at such holder's address shown in the Register on the Record Date and at his risk. Upon application of the holder to the specified office of the Registrar not less than three business days in the city where the specified office of the Registrar is located before the due date for any payment of interest in respect of a Registered Note, the payment may be made by transfer on the due date in the manner provided in the preceding paragraph. Any such application for transfer shall be deemed to relate to all future payments of interest (other than interest due on redemption) and instalments of principal (other than the final instalment) in respect of the Registered Notes which become payable to the holder who has made the initial application until such time as the Registrar is notified in writing to the contrary by such holder. Payment of the interest due in respect of each Registered Note on redemption and the final instalment of principal will be made in the same manner as payment of the principal amount of such Registered Note.

Holders of Registered Notes will not be entitled to any interest or other payment for any delay in receiving any amount due in respect of any Registered Note as a result of a cheque posted in accordance with this Condition arriving after the due date for payment or being lost in the post. No commissions or expenses shall be charged to such holders by the Registrar in respect of any payments of principal or interest in respect of the Registered Notes.

Where applicable pursuant to an election by a relevant holder, all amounts payable to DTC or its nominee as registered holder of a Registered Global Note in respect of Notes denominated in a Specified Currency other than U.S. dollars shall be paid by transfer by the Registrar to an account in the relevant Specified Currency of the Exchange Agent on behalf of DTC or its nominee for conversion into and payment in U.S. dollars in accordance with the provisions of the Agency Agreement.

None of the Issuer, the Guarantor (if applicable) or the Agents will have any responsibility or liability for any aspect of the records relating to, or payments made on account of, beneficial ownership interests in the Registered Global Notes or for maintaining, supervising or reviewing any records relating to such beneficial ownership interests.

4.5 Payments in respect of Uncertificated Nordic Notes

Payments of principal and interest in respect of Uncertificated Nordic Notes will be made to the persons registered as Noteholders in the register maintained by the relevant central securities depositary and clearing institution, in the case of Uncertificated Swedish Notes, on the fifth Payment Business Day (or otherwise in accordance with the rules and procedures applied by Euroclear Sweden from time to time) or, in the case of Uncertificated Finnish Notes, on the first Payment Business Day (or otherwise in accordance with the rules and procedures applied by Euroclear Finland from time to time) or in the case of Uncertificated Norwegian Notes, on the first Payment Business Day (or otherwise in accordance with the rules and procedures applied by the Norwegian Central Security Depositary (Verdipapirsentralen) from time to time), prior to the due date for such payment. If the date for payment of any amount in respect of Uncertificated Nordic Notes is not a Payment Business Day, the holder thereof shall not be entitled to payment until the next following Payment Business Day and shall not be entitled to any further interest or other payment in respect of such delay. For the purposes of this Condition 4.5, Payment Business Day shall mean any day on which commercial banks are open for general business in Stockholm (in the case of Uncertificated Swedish Notes) or Helsinki (in the case of Uncertificated Finnish Notes) or Oslo (in case of Uncertificated Norwegian Notes).

In the event of late payment with respect to any Uncertificated Nordic Note, penalty interest will be payable on the overdue amount from the due date up to and including the date on which payment is made at an interest rate corresponding to, in the case of Uncertificated Swedish Notes, STIBOR (as defined below) plus one percentage point, in the case of Uncertificated Norwegian Notes, NIBOR (as defined below) plus one percentage point or, in the case of Uncertificated Finnish Notes, EURIBOR (as defined below) plus one percentage point. No capitalisation of interest will be made.

STIBOR means the average of the interest rates quoted at approximately 11 a.m. on the first day (such day being a day on which commercial banks are open for general business in Stockholm) after the day on which the relevant payment was due on Reuter's page "SIDE" (or such other system or other page as shall replace Reuter's page "SIDE") in respect of a loan with a designated interest period of one week, or, if no such quotation is given, the average of the interest rates which is stated by three major Swedish banks (such banks being an appointed Stibor bank by the Stibor committee established by the The Swedish Bankers' Association (Sw. *Svenska Bankföreningen*)) selected by Société Générale to be their funding cost at that time in respect of a loan with a designated interest period of one week in Swedish Kronor in the Stockholm interbank market; provided that, if the interest rate for the relevant period cannot be determined in accordance with any of the methods mentioned above, then the interest rate for such period shall be the last available quote on Reuter's page "SIDE" (or such other system or other page as shall replace the Reuter's page "SIDE") in respect of such period.

NIBOR means the average of the interest rates for deposits in Norwegian Kroner with maturities one week published by the NIBOR panel banks at about 12.00 noon (Oslo time) (or at 10 a.m. on days with shorter market opening hours) on days on which commercial banks are open for general business in Oslo, appearing on the Thomson Reuters screen-based information system and other information systems specified by Finance Norway. The average rate is calculated by the party appointed by Finance Norway to act as calculation agent.

EURIBOR means the rate for deposits in EUR which is defined under, and shall be determined by the Calculation Agent in accordance with, the Floating Rate Option "EUR-EURIBOR-Telerate" in the 2006 ISDA Definitions for a period (Designated Maturity) of sixth months with a Reset Date being the first day of the relevant calculation period.

An additional Paying Agent will be appointed and identified in the applicable Final Terms with respect to any Uncertificated Nordic Notes and such additional Paying Agent shall have the characteristics described in Condition 4.8.

4.6 General provisions applicable to payments

The holder of a Global Note (other than a SIS Note) shall be the only person entitled to receive payments in respect of Notes represented by such Global Note and the payment obligations of the Issuer or, as the case may be, the Guarantor will be discharged by payment to, or to the order of, the holder of such Global Note in respect of each amount so paid. Each of the persons shown in the records of Euroclear, Clearstream, Luxembourg or DTC as the beneficial holder of a particular nominal amount of Notes represented by a Global Note must look solely to Euroclear, Clearstream, Luxembourg or DTC, as the case may be, for his share of each payment so made by the Issuer or, as the case may be, the Guarantor to, or to the order of, the holder of such Global Note. No person other than the holder of such Global Note shall have any claim against the Issuer or, as the case may be, the Guarantor in respect of any payments due on that Global Note.

Notwithstanding the foregoing, U.S. dollar payments of principal and/or interest in respect of Bearer Notes (if any) will be made at the specified office of a Paying Agent in the United States (which expression, as used herein, means the United States of America (including the States and the District of Columbia and its possessions)) if:

(1) the Issuer and the Guarantor have appointed Paying Agents with specified offices outside the United States with the reasonable expectation that such Paying Agents would be able to make payment in U.S. dollars at such specified offices outside the United States of the full amount of principal and interest on the Bearer Notes in the manner provided above when due;

(2) payment of the full amount of such principal and interest at all such specified offices outside the United States is illegal or effectively precluded by exchange controls or other similar restrictions on the full payment or receipt of principal and interest in U.S. dollars; and

(3) such payment is then permitted under United States law without involving, in the opinion of the Issuer and the Guarantor, adverse tax consequences for the Issuer or the Guarantor.

4.7 Payments subject to fiscal laws

All payments are subject in all cases to any applicable fiscal or other laws, regulations and directives in any jurisdiction (whether by operation of law or agreement of the relevant Issuer or its Agents) and the relevant Issuer will not be liable for any taxes or duties of whatever nature imposed or levied by such laws, regulations, directives or agreements, but without prejudice to the provisions of Condition 6.

4.8 Payment Business Day

If the date for payment of any amount in respect of any Note, Receipt or Coupon is not a Payment Business Day, the holder thereof shall instead be entitled to payment: (i) on the next following Payment Business Day in the relevant place, if "Following Payment Business Day" is specified in the applicable Final Terms; or (ii) on the next following Payment Business Day in the relevant place, unless the date for payment would thereby fall into the next calendar month, in which event such date for payment shall be brought forward to the immediately preceding Payment Business Day in the relevant place, if "Modified Following Payment Business Day" is specified in the applicable Final Terms; provided that if neither "Following Payment Business Day" nor "Modified Following Payment Business Day" is specified in the applicable Final Terms, "Following Payment Business Day" shall be deemed to apply. In the event that any adjustment is made to the date for payment in accordance with this Condition 4.8, the relevant amount due in respect of any Note, Receipt or Coupon shall not be affected by any such adjustment, unless otherwise specified in the applicable Final Terms.

For these purposes, except as specified in Condition 4.4, **Payment Business Day** means any day which is:

(1) subject to the provisions of the Agency Agreement, a day on which commercial banks and foreign exchange markets settle payments and are open for general business (including dealing in foreign exchange and foreign currency deposits) in:

- in the case of Notes in definitive form only, the relevant place of presentation or, in respect of Uncertificated Notes, the place of registration; and

- each Financial Centre(s) specified in the applicable Final Terms;

(2) either (A) in relation to any sum payable in a Specified Currency other than euro, a day on which commercial banks and foreign exchange markets settle payments and are open for general business (including dealing in foreign exchange and foreign currency deposits) in the principal financial centre of the country of the relevant Specified Currency (which if the Specified Currency is Australian dollars, shall be Sydney and, if the Specified Currency is Canadian dollars, shall be Montreal and, if the Specified Currency is Renminbi, shall be Hong Kong) or (B) in relation to any sum payable in euro, a day on which the TARGET2 System is open; and

(3) in the case of any payment in respect of a Registered Global Note denominated in a Specified Currency other than U.S. dollars and registered in the name of DTC or its nominee and in respect of which an accountholder of DTC (with an interest in such Registered Global Note) has elected to receive any part of such payment in U.S. dollars, a day on which commercial banks are not authorised or required by law or regulation to be closed in New York City.

4.9 Payments on SIS Notes, and other English Law Notes listed on the SIX Swiss Exchange

In the case of SIS Notes, and other English Law Notes listed on the SIX Swiss Exchange, the relevant Swiss Paying Agency Agreement shall supplement and modify the Agency Agreement for the purposes of the relevant Notes, including providing for the appointment of a Principal Swiss Paying Agent (which, in the case of Notes listed on the SIX Swiss Exchange shall at all times be a bank or securities dealer that is subject to supervision by the Swiss Financial Market Supervisory Authority FINMA) that will perform certain duties including, *inter alia,* those which relate to Swiss capital market customs and payment instructions and providing for the appointment of Swiss Paying Agents to act as paying agents in Switzerland for the Notes.

The Issuer shall make all payments of principal and interest due under the SIS Notes to the Principal Swiss Paying Agent in accordance with the Swiss Paying Agency Agreement and the Terms and Conditions. Payments of principal and interest in respect of any SIS Notes denominated in Swiss Francs shall be made in freely disposable Swiss Francs, and in the case of SIS Notes denominated in a currency other than Swiss Francs in such other currency, which shall also be freely disposable, without collection costs and whatever the circumstances may be, irrespective of the nationality, domicile or residence of the holder of any SIS Notes and without requiring any certification, affidavit or the fulfilment of any other formality. The receipt by the Principal Swiss Paying Agent of the due and punctual payment of such funds in Switzerland shall discharge the Issuer's obligations under (i) the Permanent Global SIS Note or (ii) the Definitive Bearer SIS Notes, Receipts and Coupons, if printed, or (iii) the Uncertificated SIS Notes, as the case may be, with respect to the payment of, as the case may be, principal, interest, costs and additional amounts on the Notes and the paying agency fees, in each case to the extent of the funds received.

4.10 Payments on EUI Notes

The Issuer shall pay or cause to be paid any amount due to an EUI Holder under an EUI Note to such EUI Holder's cash account with the Operator for value on the relevant payment date, such payment to

be made in accordance with the rules of the Operator. The Issuer's obligations in relation to such amounts in respect of the EUI Notes will be discharged by payment to, or to the order of, the Operator. Each of the persons shown in the Operator register of corporate securities as the holder of a particular nominal amount of EUI Notes must look solely to the Operator for his share of each such payment so made by the Issuer to, or to the order of, the Operator.

4.11 Bank

For the purpose of this Condition 4, **Bank** means a bank in the principal financial centre of the relevant currency or, in the case of euro, in a city in which banks have access to the TARGET2 System.

4.12 Interpretation of Principal and Interest

Any reference in these Terms and Conditions to principal in respect of the Notes shall be deemed to include, as applicable:

(1) the Optional Redemption Amount(s) (if any) of the Notes (as specified in the applicable Final Terms);

(2) the Automatic Early Redemption Amount(s) of the Notes (as specified in the applicable Final Terms);

(3) the Final Redemption Amount of the Notes or, in the case of Italian Certificates, the Final Exercise Amount (as specified in the applicable Final Terms);

(4) the Early Trigger Level Redemption Amount of the Notes (as defined in Condition 5.6);

(5) the Early Redemption Amount(s) of the Notes (as specified in the applicable Final Terms) payable on redemption for taxation reasons or upon the occurrence of an Event of Default;

(6) in relation to Instalment Notes, the Instalment Amount(s) (as specified in the applicable Final Terms);

(7) in relation to Zero Coupon Notes, the Amortised Face Amount (as defined in Condition 3.4); and

(8) any additional amounts which may be payable with respect to principal under Condition 6;

(9) any premium and any other amounts (other than interest) which may be payable by the Issuer under or in respect of the Notes.

Any reference in these Terms and Conditions to "interest" in respect of the Notes shall be deemed to include, as applicable, any additional amounts which may be payable with respect to interest under Condition 6.

Any reference in these Terms and Conditions to "interest accrued" or "accrued interest" shall be deemed to include any Arrears of Interest suspended as provided in Condition 3.6.

In the case of Physical Delivery Notes, references in these Terms and Conditions to principal and/or interest and Physical Delivery Amount(s) shall mean such amount less any expenses, fees, stamp duty, levies or other amounts including, but not limited to, any taxes or duties arising from the delivery or transfer of Deliverable Asset(s) payable on or in respect of the relevant Physical Delivery Amount(s).

4.13 Currency unavailability

This Condition shall apply when payment is due to be made in respect of any Note, Receipt or Coupon in the Specified Currency and the Specified Currency is not available to the Issuer or the Guarantor (as applicable) due to the imposition of exchange controls, the Specified Currency's replacement or disuse or other circumstances beyond the control of the Issuer or the Guarantor (as applicable) (**Currency Unavailability**). In the event of Currency Unavailability, the Issuer or the Guarantor (as applicable) will be entitled to satisfy its obligations to the holder of such Note, Receipt or Coupon by making payment in euro or U.S. dollars on the basis of the spot exchange rate at which the Specified Currency is offered in exchange for euro or U.S. dollars (as applicable) in an appropriate inter-bank market at noon, Paris time, four Business Days prior to the date on which payment is due or, if such spot exchange rate is not available on that date, as of the most recent prior practicable date. Any payment made in euro or U.S. dollars (as applicable) in accordance with this Condition will not constitute an Event of Default.

This Condition shall not apply to Preference Share Linked Notes or Warrant Linked Notes.

4.14 Provisions specific to CNY currency event

If "CNY Currency Event" is specified in the applicable Final Terms and a CNY Currency Event, as determined by the Calculation Agent in its sole and absolute discretion, exists on a date for payment of any amount in respect of any Note, Receipt or Coupon, the Issuer may determine one or more of the following, and require the Calculation Agent to take such action or make such determination accordingly, in its sole and absolute discretion:

(a) the relevant payment of the Issuer be postponed to 10 Business Days after the date on which the CNY Currency Event ceases to exist or, if that would not be possible (as determined by the Issuer acting in good faith) as soon as reasonably practicable thereafter;

(b) that the Issuer's obligation to make a payment in CNY under the terms of the Notes be replaced by an obligation to pay such amount in the Relevant Currency (converted at the Alternate Settlement Rate determined by the Calculation Agent as of a time selected in good faith by the Calculation Agent); and

(c) by giving notice to the Noteholders in accordance with the Conditions, the Issuer, in its sole and absolute discretion, may redeem all, but not some only, of the Notes, each Note being redeemed at its Early Redemption Amount.

Upon the occurrence of a CNY Currency Event, the Issuer shall give notice, as soon as practicable, to the Noteholders in accordance with the Conditions stating the occurrence of the CNY Currency Event, giving brief details thereof and the action proposed to be taken in relation thereto.

For the purpose herein and unless stated otherwise in the applicable Final Terms:

Alternate Settlement Rate means the spot rate between CNY and the Relevant Currency determined by the Calculation Agent, taking into consideration all available information which the Calculation Agent deems relevant (including, but not limited to, the pricing information obtained from the CNY non-deliverable market outside the PRC and/or the CNY exchange market inside the PRC).

CNY Currency Events means any one of CNY Illiquidity, CNY Non-Transferability and CNY Inconvertibility.

CNY Illiquidity means the general CNY exchange market in Hong Kong becomes illiquid as a result of which the Issuer and/or any of its affiliates cannot obtain sufficient CNY in order to make a payment or perform any other of its obligations under the Notes, as determined by the Calculation Agent in good faith and in a commercially reasonable manner.

CNY Inconvertibility means the occurrence of any event that makes it impossible, impracticable or illegal for the Issuer and/or any of its affiliates to convert any amount into or from CNY as may be required to be paid by the Issuer under the Notes on any payment date or such other amount as may be determined by the Calculation Agent in its sole and absolute discretion at the general CNY exchange market in Hong Kong, other than where such impossibility, impracticability or illegality is due solely to the failure of that party to comply with any law, rule or regulation enacted by any Governmental Authority (unless such law, rule or regulation is enacted after the Issue Date of the relevant Series of Notes and it is impossible for the Issuer and/or any of its affiliates, due to an event beyond the control of the Issuer or the relevant affiliate, to comply with such law, rule or regulation).

CNY Non-Transferability means the occurrence of any event that makes it impossible, impracticable or illegal for the Issuer and/or any of its affiliates to deliver CNY between accounts inside Hong Kong or from an account inside Hong Kong to an account outside Hong Kong, other than where such impossibility, impracticability or illegality is due solely to the failure of the Issuer and/or the relevant affiliate to comply with any law, rule or regulation enacted by any Governmental Authority (unless such law, rule or regulation is enacted after the Issue Date and it is impossible for the Issuer and/or any of its affiliates, due to an event beyond the control of the Issuer and/or the relevant affiliate, to comply with such law, rule or regulation).

Governmental Authority means any *de facto* or *de jure* government (or any agency or instrumentality thereof), court, tribunal, administrative or other governmental authority or any other entity (private or public) charged with the regulation of the financial markets (including the central bank) of Hong Kong.

Relevant Currency means US Dollar, Hong Kong Dollar or such other currency as may be specified in the applicable Final Terms.

5. REDEMPTION AND PURCHASE

5.1 Redemption at maturity

5.1.1 *Final Redemption Amount*

Unless previously redeemed or purchased and cancelled as specified in the Conditions below, each Note will be redeemed by the Issuer, on the Maturity Date, at a final redemption amount specified in the applicable Final Terms (the **Final Redemption Amount**).

The Final Redemption Amount shall be determined in accordance with one of the following options:

Option 1:

Final Redemption Amount = At par

Option 2:

Final Redemption Amount = Specified Denomination multiplied by a percentage specified in the applicable Final Terms;

Option 3:

Final Redemption Amount = Specified Denomination multiplied by the Product Formula described in the Additional Terms and Conditions relating to Formulae corresponding to the Reference of the Product specified in the applicable Final Terms.

In the case of Physical Delivery Notes, such Notes will be redeemed by the transfer of the Deliverable Asset(s) specified in the applicable Final Terms, or determined in the manner specified in the Additional Terms and Conditions relating to Formulae, in the relevant Specified Currency or, if applicable, converted into the relevant Specified Currency, on the Maturity Date.

5.1.2 *Final Exercise Amount*

This Condition 5.1.2 applies for Italian Certificates only.

Unless previously redeemed or purchased and cancelled as specified in the Conditions below, each Note will be redeemed by the Issuer, on the Final Exercise Date (as defined below), at a final exercise amount specified in the applicable Final Terms (the **Final Exercise Amount**).

The Final Exercise Amount shall be determined in accordance with one of the following options:

Option 1

Final Exercise Amount = At par

Option 2

Final Exercise Amount = Specified Denomination multiplied by a percentage specified in the applicable Final Terms;

Option 3

Final Exercise Amount = Specified Denomination multiplied by a Product Formula described in the Additional Terms and Conditions relating to Formulae corresponding to the Reference of the Product specified in the applicable Final Terms;

Provided that, for the purpose of Italian Certificates, any reference to "Final Redemption Amount" and "Maturity Date" in the Additional Terms and Conditions relating to Formulae shall be deemed to be a reference to "Final Exercise Amount" and "Final Exercise Date" respectively.

In the case of Italian Listed Certificates whose underlying is a share listed on the Italian Exchange or an index managed by Borsa Italiana S.p.A., the Final Exercise Amount shall be paid on the Final Exercise Date, if specified as such in the applicable Final Terms, otherwise on the Final Payment Date.

For the purpose of this Condition 5.1.2:

Final Exercise Date means the date specified in the applicable Final Terms on which the automatic exercise (the **Automatic Exercise**) of the Certificates occurs.

Final Payment Date means (a) the date specified as such in the applicable Final Terms or (b), in the case of Italian Listed Certificates whose underlying is a share listed on the Italian Exchange or an index managed by Borsa Italiana S.p.A. (such as the FTSE MIB Index), at least five Exchange Business Days following the Final Valuation Date, unless otherwise specified in the applicable Final Terms.

Final Valuation Date means the date specified as such in the applicable Final Terms. In the case of Italian Listed Certificates, the Final Valuation Date must comply with any relevant provisions of the Rules and Regulations of Borsa Italiana S.p.A., as applicable from time to time.

Initial Closing Price means the amount equal to the Closing Price on the date specified in the applicable Final Terms, as determined by the Calculation Agent and without regard to any subsequently published adjustment(s).

Italian Certificates means certificates to be distributed in Italy, which expression shall include the Italian Certificates to be listed on the Italian exchange and admitted to trading on SeDex and/or other regulated or unregulated markets with similar listing requirements, the **Italian Listed Certificates**.

Final Closing Price means the amount equal to the Closing Price on the date specified in the applicable Final Terms, as determined by the Calculation Agent and without regard to any subsequently published amendment(s). In the case of Italian Listed Certificates, the Final Closing Price must comply with any relevant provisions of the Rules and Regulations of Borsa Italiana S.p.A., as applicable from time to time.

Minimum Trading Lot means the minimum number of Certificates specified in the applicable Final Terms that may be traded on any applicable regulated or unregulated markets, as determined by the relevant regulated or unregulated markets, if applicable.

Multiplier means, in respect of each Certificate, the number of Underlying(s). In the case of Italian Listed Certificates, the Multiplier must comply with any relevant provisions of the Rules and Regulations of Borsa Italiana S.p.A., as applicable from time to time;

Notice Date means 10:00 CET of the Exchange Business Day immediately following the Valuation Date, if not specified differently in the applicable Final Terms.

Waive of Automatic Exercise at Final Exercise Date means the Holder may waive the Automatic Exercise at Final Exercise Date, in whole or in part, by delivering a Waiver Notice that must be received by the Paying Agent by the Notice Date.

The Waiver Notice shall specify:

(1) the Series Number, the ISIN code and the number of Certificates held by the Holder;

(2) the number of Certificates, equal at least to the Minimum Exercise Amount and multiples thereof, in respect of which Automatic Exercise is being waived by the Holder;

(3) the number of the account of the Holder with the intermediary adhering to Monte Titoli or any other relevant Clearing System where the Certificates that are the subject of the waiver are held;

(4) name, address, telephone and fax number of the Holder.

Any Waiver Notice that has not been delivered in compliance with this paragraph and/or not received by the Paying Agent on or prior to the Notice Date shall be deemed invalid.

If the right to waive the Automatic Exercise is not validly exercised, the Automatic Exercise of the Certificates shall apply on the specified Final Exercise Date.

The Waiver Notice shall be sent via fax to the Paying Agent.

The Waiver Notice shall be deemed to have been received by the Paying Agent at the time indicated on the facsimile transmission report.

An incomplete Waiver Notice or a Waiver Notice which has not been timely sent shall be deemed to be void and ineffective. Any assessment relating to the validity, both from a substantial and a formal perspective, of the Waiver Notice will be performed by the Paying Agent and will be final and binding for both the Issuer and the Holder. Any Waiver Notice which, in accordance with the mentioned above, is deemed to be incomplete or not completed will be considered as void and ineffective.

In the event that such Waiver Notice is subsequently amended in such a way that is satisfactory to the Paying Agent, such Waiver Notice, as amended, will be deemed as a new Waiver Notice filed at the time such amendments are received by the Paying Agent.

When the Paying Agent deems the Waiver Notice to be invalid or incomplete, such Paying Agent undertakes to notify such invalidity or incompleteness to the relevant Holder as soon as practicable.

Notification of the Waiver Notice: the Holder, by way of sending the Waiver Notice, irrevocably exercises the right to waive the Automatic Exercise of the relevant Certificate.

Waiver Notices may not be withdrawn after their receipt by the Paying Agent. After a Waiver Notice is sent, the Certificate to which it refers may no longer be transferred.

For the purpose of this Condition 5.1:

Product Formula shall have the meaning given to it in the Additional Terms and Conditions relating to Formulae.

5.2 Redemption for tax reasons

The Notes may be redeemed at the option of the Issuer or, as the case may be, the Guarantor in whole, but not in part, at any time (in the case of the Notes other than Floating Rate Notes or any other interest bearing Notes in respect of which the Rate of Interest is not calculated on a fixed rate basis (Structured Interest Notes)) or on any Interest Payment Date (in the case of Floating Rate Notes or Structured Interest Notes) on giving not less than 30 nor more than 45 days' notice to the Fiscal Agent and, in accordance with Condition 13, the Noteholders (which notice shall be irrevocable), if:

(1) immediately prior to the giving of such notice the Issuer or the Guarantor has or will become obliged to pay additional amounts as provided or referred to in Condition 6 as a result of any change in, or amendment to, the laws or regulations of a Tax Jurisdiction (as defined in Condition 6) or any change in the application or official interpretation of such laws or regulations, which change or amendment becomes effective on or after the Issue Date of the first Tranche of the Notes; and

(2) such obligation cannot be avoided by the Issuer or, as the case may be, the Guarantor taking reasonable measures available to it,

provided that no such notice of redemption shall be given earlier than 90 days prior to the earliest date on which the Issuer or, as the case may be, the Guarantor would be obliged to pay such additional amounts were a payment in respect of the Notes then due.

Notes redeemed pursuant to this Condition will be redeemed at their Early Redemption Amount (the **Early Redemption Amount**) referred to in Condition 5.8 together (if appropriate) with accrued interest to (but excluding or, in respect of Uncertificated Swedish Notes, and including) the date of redemption.

5.3 Special tax redemption

If the Issuer or, as the case may be, the Guarantor would, on the occasion of the next payment of principal or interest in respect of the Notes, be prevented by the law of a Tax Jurisdiction (as defined in Condition 6) from causing payment to be made to the Noteholders of the full amount then due and payable, notwithstanding the undertaking to pay additional amounts contained in Condition 6.1, then the Issuer or the Guarantor, as the case may be, shall forthwith give notice of such fact to the Fiscal Agent and the Issuer or the Guarantor, as the case may be, shall, upon giving not less than seven nor more than 45 days' prior notice to the Noteholders in accordance with Condition 13, forthwith redeem all, but not some only, of the Notes at their Early Redemption Amount, together, if appropriate, with accrued interest, on the latest practicable Interest Payment Date on which the Issuer or the Guarantor, as the case may be, could make payment of the full amount then due and payable in respect of the Notes,

provided that if such notice would expire after such Interest Payment Date the date for redemption pursuant to such notice to Noteholders shall be the later of:

(1) the latest practicable date on which the Issuer or the Guarantor, as the case may be, could make payment of the full amount then due and payable in respect of the Notes; and

(2) 14 days after giving notice to the Fiscal Agent as aforesaid.

5.4 Final Terms

Notes cannot be redeemed prior to their Maturity Date (except as otherwise provided in Conditions 4.2 and 4.3 and in Condition 7), except if the applicable Final Terms applicable to the Notes indicate that such Notes will be (i) redeemable at the option of the Issuer (in accordance with the provisions of Conditions 5.5 and 5.6 and/or the Noteholders (in accordance with the provisions of Condition 5.7) or (ii) early redeemable (in accordance with the provisions of Conditions 5.8 and 5.9) prior to such Maturity Date on the date or dates and at the amount or amounts indicated in the applicable Final Terms.

5.5 Redemption at the option of the Issuer

This Condition applies to Notes which are subject to redemption prior to the Maturity Date at the option of the Issuer other than for taxation reasons.

When the applicable Final Terms specify that "*Redemption at the option of the Issuer*"" is applicable, this Condition 5.5 applies. The applicable Final Terms will specify the optional redemption amount(s) (the **Optional Redemption Amount(s)**), the optional redemption date(s) (the **Optional Redemption Date(s)**) and the Notice Period (as defined below).

5.5.1 *Optional Redemption Amount(s)*

In the case of Notes other than Preference Share Linked Notes and Warrants Linked Notes:
The Optional Redemption Amount(s) shall be determined in accordance with one of the following options:

Option 1:

Optional Redemption Amount = Specified Denomination multiplied by a percentage indicated in the applicable Final Terms

Option 2:

Optional Redemption Amount shall be determined on the basis of the Final Redemption Amount as defined in the applicable Final Terms, calculated on the valuation date linked to the relevant Optional Redemption Date.

Option 3:

Optional Redemption Amount shall be equal to the Market Value (as defined in Condition 5.8 below);

and for each of the options above, if relevant and appropriate, with interest accrued to (but excluding or, in respect of Uncertificated Swedish Notes, and including) the relevant Optional Redemption Date(s).

In the case of Preference Share Linked Notes and Warrants Linked Notes:

The Optional Redemption Amount(s) shall be equal to the Early Redemption Amount per Calculation Amount, as defined in the Additional Terms and Conditions for Preference Share Linked Notes and the Additional Terms and Conditions for Warrant Linked Notes, respectively.

Any such redemption in respect of Swedish Notes shall be in accordance with the CSD Rules and the notice to Noteholders shall also specify the Swedish Notes or amounts of the Swedish Notes to be redeemed or in respect of which such option has been so exercised and the procedures for partial redemptions laid down in the CSD Rules.

5.5.2 *Redemption in part*

If "*Redemption in part*" is applicable, the applicable Final Terms will specify the Minimum Redemption Amount and the Maximum Redemption Amount.

5.5.2.1 Minimum Redemption Amount and Maximum Redemption Amount

Any such partial redemption must be equal to a nominal amount not less than a minimum redemption amount (the **Minimum Redemption Amount**) and not more than a maximum redemption amount (the **Maximum Redemption Amount**), each amount as specified in the applicable Final Terms.

5.5.2.2 Method of Redemption

In the case of a redemption of some only of the Notes, the Notes to be redeemed (**Redeemed Notes**) will be selected individually by lot, in the case of Redeemed Notes represented by definitive Notes, and in accordance with the rules of Euroclear and/or Clearstream, Luxembourg, in the case of Redeemed Notes represented by a Global Note, not more than thirty (30) days prior to the date fixed for redemption (such date of selection being hereinafter called the **Selection Date**). In the case of Redeemed Notes represented by definitive Notes, a list of the serial numbers of such Redeemed Notes will be published in accordance with Condition 13 not less than fiftenn (15) days prior to the date fixed for redemption. In the case of Redeemed Notes represented by a Global Note, the selection will be reflected (at the discretion of Euroclear and/or Clearstream, Luxembourg) either as a pool factor or a reduction in aggregate principal amount. No exchange of the relevant Global Note will be permitted during the period from (and including) the Selection Date to (and including) the date fixed for redemption pursuant to this Condition 5.5.2.2 and notice to that effect shall be given by the Issuer to the Noteholders in accordance with Condition 13 at least five (5) days prior to the Selection Date.

5.5.3 *Notice Period*

The Issuer may having given notice to the Noteholders (in accordance with Condition 13) pursuant to a notice period (the **Notice Period**) specified in the applicable Final Terms (which notice shall be irrevocable and shall specify the date fixed for redemption), redeem all or some only of the Notes then outstanding on any Optional Redemption Date(s) and the Optional Redemption Amount(s).

In respect of any Note, any notice given by the Issuer pursuant to this Condition 5.5.3 shall be void and of no effect in relation to that Note in the event that, prior to the giving of such notice by the Issuer, the holder of such Note had already delivered a Put Notice in relation to that Note in accordance with Condition 5.7.

5.6 Trigger redemption at the option of the Issuer

This Condition applies to Notes which are subject to redemption prior to the Maturity Date at the option of the Issuer, in the event that at any time during the life of the Notes and for any reason whatsoever, the Aggregate Outstanding Nominal Amount of the Notes equals or falls below the Outstanding Amount Trigger Level. Then the Issuer shall have the right at its sole and absolute discretion exercised reasonably, and subject to any applicable law and regulation, to redeem all (but not some only) of the remaining outstanding Notes early at their Early Trigger Level Redemption Amount upon giving not less than fifteen (15) Business Days' notice in accordance with Condition 13 specifying the basis upon which such early redemption was effected.

When the applicable Final Terms specify that "*Trigger redemption at the option of the Issuer*" is applicable, this Condition 5.6 applies. The applicable Final Terms will specify the Oustanding Amount Trigger Level, subject to the provisions of the definition of Oustanding Amount Trigger Level below.

For the purpose of this Condition:

Aggregate Outstanding Nominal Amount means, at any time, the product of (a) the Specified Denomination and (b) the number of Notes outstanding held at such time by Noteholders other than Société Générale or its affiliates for their own account as determined in good faith by the Fiscal Agent in consultation with the clearing institution(s) in or through which the Notes are held and transactions in such Notes are cleared.

Early Trigger Level Redemption Amount means the Early Redemption Amount for such Notes as determined in accordance with Condition 5.8(5) or, in the case of Preference Share Linked Notes or Warrant Linked Notes, determined in the manner set out in the Additional Terms and Conditions for Preference Share Linked Notes or the Additional Terms and Conditions for Warrant Linked Notes.

Outstanding Amount Trigger Level means 10% of the Aggregate Nominal Amount of the Notes initially issued or, if different from 10%, the level specified as such in the applicable Final Terms.

5.7 Redemption at the option of the Noteholders

This Condition applies to Notes which are subject to redemption prior to the Maturity Date at the option of the Noteholders.

This Condition 5.7 shall not apply to Preference Share Linked Notes and Warrant Linked Notes.

When the applicable Final Terms specify that "*Redemption at the option of the Noteholders*" is applicable, this Condition 5.7 applies. The applicable Final Terms will specify the optional redemption amount(s) (the **Optional Redemption Amount(s)**), the optional redemption date(s) (the **Optional Redemption Date(s)**) and the Notice Period (as defined below).

5.7.1 *Optional Redemption Amount(s)*

The Optional Redemption Amount(s) shall be determined in accordance with one of the following options:

Option 1:

Optional Redemption Amount = Specified Denomination multiplied by a percentage as indicated in the applicable Final Terms

Option 2:

Optional Redemption Amount shall be determined on the basis of the Final Redemption Amount as defined in the applicable Final Terms, calculated on the valuation date linked to the relevant Optional Redemption Date.

Option 3:

Optional Redemption Amount shall be equal to the Market Value (as defined in Condition 5.8 below);

and for each of the options above, if relevant and appropriate, with interest accrued to (but excluding or, in respect of Uncertificated Swedish Notes, and including) the relevant Optional Redemption Date(s).

5.7.2 *Notice Period*

A Noteholder shall have the option to require the Issuer to redeem any Note, upon such Noteholder giving notice to the Issuer (in accordance with Condition 13) pursuant to a notice period (the **Notice Period**) specified in the applicable Final Terms.

The Issuer will, upon the expiry of such notice, redeem, subject to, and in accordance with, the terms specified in the applicable Final Terms, in whole (but not in part), such Note on the Optional Redemption Date(s) and at the Optional Redemption Amount(s) specified in the applicable Final Terms. It may be that before an option to require the Issuer to redeem any Note can be exercised, certain conditions and/or circumstances will need to be satisfied.

To exercise the right to require redemption of a Note, the Noteholder, if the Note is in definitive form and held outside Euroclear and Clearstream, Luxembourg, must deliver, to the specified office of any Paying Agent (in the case of Bearer Notes) or the Registrar (in the case of Registered Notes) at any time during normal business hours of such Paying Agent or, as the case may be, the Registrar falling within the notice period, a duly completed and signed notice of exercise in the form (for the time being current) obtainable from any specified office of any Paying Agent or, as the case may be, the Registrar (a **Put Notice**) and in which the holder must specify a bank account (or, if payment is required to be made by cheque, an address) to which payment is to be made under this Condition and, in the case of Registered Notes, the nominal amount thereof to be redeemed and, if less than the full nominal amount of the Registered Notes so surrendered is to be redeemed, an address to which a new Registered Note in respect of the balance of such Registered Notes is to be sent subject to and in accordance with the provisions of Condition 1. If this Note is in definitive form, the Put Notice must be accompanied by this Note or evidence satisfactory to the Paying Agent concerned that this Note will, following delivery of the Put Notice, be held to the order or under its control. If the Note is represented by a Global Note or is in definitive form and held through Euroclear or Clearstream, Luxembourg, to exercise the right to require redemption of the Note, the Noteholder must, within the notice period, give notice to the Fiscal Agent of such exercise in accordance with the standard procedures of Euroclear and Clearstream, Luxembourg (which may include notice being given on his instruction by Euroclear or Clearstream, Luxembourg or any common depositary or common safekeeper, as the case may be, for them to the Fiscal Agent by electronic means) in a form acceptable to Euroclear and Clearstream, Luxembourg from time to time.

In the case of Uncertificated Notes, a Put Notice will not be effective against the Issuer before the date on which the relevant Notes have been transferred to the account designated by the Paying Agent specified in the applicable Final Terms (which, for the purposes of the Uncertificated Notes, will be an account operator specifically authorised by the relevant central securities depositary and clearing institution to process and register issues in the system of the relevant central securities depositary and clearing institution), and blocked by such Paying Agent to prevent further transfer as of the Optional Redemption Date.

Notwithstanding the foregoing, in the case of Uncertificated Notes, the right to require redemption of such Notes in accordance with this Condition 5.7 must be exercised in accordance with the rules and procedures of the relevant Clearing System and if there is any inconsistency between the above and the rules and procedures of the relevant Clearing System, then the rules and procedures of the relevant Clearing System shall prevail.

Any Put Notice given by a holder of any Note pursuant to this Condition 5.7.2 shall be:

(1) irrevocable except where prior to the due date of redemption an Event of Default has occurred and is continuing in which event such holder, at its option, may elect by notice to the Issuer to withdraw the notice given pursuant to this Condition and instead to declare such Note forthwith due and payable pursuant to Condition 7 below; and

(2) void and of no effect in relation to such Note in the event that, prior to the giving of such Put Notice by the relevant holder (A) such Note constituted a Redeemed Note (as defined in Condition 5.5.2.2 above), or (B) the Issuer had notified the Noteholders of its intention to

redeem all of the Notes in a Series then outstanding, in each case pursuant to Condition 5.5 above.

5.8 Early Redemption Amounts

For the purpose of Condition 5.2 and Condition 8, the Notes will be redeemed at the Early Redemption Amount calculated as follows:

(1) in the case of Notes with a Final Redemption Amount equal to the Issue Price, at the Final Redemption Amount thereof; or

(2) in the case of Notes (other than Zero Coupon Notes) with a Final Redemption Amount which is or may be less or greater than the Issue Price or which is payable in a Specified Currency other than that in which the Notes are denominated, at the amount determined and calculated pursuant the provisions of Condition 5.1, at their nominal amount; or

(3) in the case of Physical Delivery Notes, at the Physical Delivery Amount specified in the applicable Final Terms; or

(4) in the case of Zero Coupon Notes, at the Amortised Face Amount; or

(5) if Market Value is specified in the applicable Final Terms as the Early Redemption Amount, (i) at an amount determined by the Calculation Agent, which, on the due date for the redemption of the Note, shall represent the fair market value of the Notes and shall have the effect (after taking into account the costs of unwinding any hedging arrangements entered into in respect of the Notes) of preserving for the Noteholders the economic equivalent of the obligations of the Issuer to make the payments in respect of the Notes which would, but for such early redemption, have fallen due after the relevant early redemption date. For the avoidance of doubt, for the purpose of calculating the Market Value following an Event of Default pursuant to Condition 8 only, in determining the fair market value of the Notes, no account shall be taken of the creditworthiness of:

(i) the Issuer, who shall be deemed to be able to perform fully its obligations in respect of the Notes or

(ii) the Guarantor, which shall be deemed to be able to perform fully its obligations in respect of the Guarantee. In respect of Notes bearing interest, notwithstanding the last sentence of Condition 5.2, the ninth line of Condition 5.3 and the first paragraph of Condition 7, the Early Redemption Amount, as determined by the Calculation Agent in accordance with this paragraph shall include any accrued interest to (but excluding or, in respect of Uncertificated Swedish Notes, and including) the relevant early redemption date and apart from any such interest included in the Early Redemption Amount, no interest, accrued or otherwise, or any other amount whatsoever will be payable by the Issuer or, as the case may be, the Guarantor in respect of such redemption. Where such calculation is to be made for a period of less than a full year, it shall be made on the basis of the Day Count Fraction, if applicable, as specified in the applicable Final Terms; or

(iii) in case of Italian Certificates only, at an amount determined in good faith and in a commercially reasonable manner by the Calculation Agent to be the fair market value of the Certificates immediately prior (and ignoring the circumstances leading) to such early termination; or

(6) in the case of Preference Share Linked Notes and Warrant Linked Notes, at an amount specified in the applicable Final Terms.

5.9 Automatic Early Redemption Amount(s)

When the applicable Final Terms specify that "*Automatic Early Redemption*" is applicable, this Condition 5.9 applies. The applicable Final Terms will specify the automatic early redemption amount(s) (**Automatic Early Redemption Amount(s)**) and the automatic early redemption date(s) (**Automatic Early Redemption Date(s)**).

The Automatic Early Redemption Amount shall be determined as follows:

Automatic Early Redemption Amount = Specified Denomination multiplied by a Product Formula described in the Additional Terms and Conditions relating to Formulae corresponding to the Reference of the Product specified in the applicable Final Terms.

In the case of automatic early redemption for Preference Share Linked Notes and Warrant Linked Notes, the Automatic Early Redemption Amount per Calculation Amount will be determined and calculated in accordance with the Additional Terms and Conditions for Preference Share Linked Notes and the Additional Terms and Conditions for Warrant Linked Notes.

For the purpose of this Condition 5.9:

Product Formula shall have the meaning given to it in the Additional Terms and Conditions relating to Formulae.

5.10 Instalment Notes

When the applicable Final Terms specify that "*Instalment Notes Provisions*" is applicable, this Condition 5.10 applies. The applicable Final Terms will specify the instalment amount(s) (**Instalment Amount(s)**) and the instalment date(s) (**Instalment Date(s)**).

In the case of early redemption, the Early Redemption Amount will be determined pursuant to Condition 5.8.

5.11 Partly Paid Notes

When the applicable Final Terms specify that "*Partly Paid Notes Provisions*" is applicable, this Condition 5.11 applies. The applicable Final Terms will specify the part payment amount(s) (**Part Payment Amount(s)**) and the part payment date(s) (**Part Payment Date(s)**).

Partly Paid Notes will be subscribed at the Part Payment Amount(s) and on the Part Payment Date(s) specified in the applicable Final Terms. The obligation to pay a Part Payment Amount on the relevant Part Payment Date is only incurred by the holders of the Notes on such Part Payment Date;

Partly Paid Notes will be redeemed on the Maturity Date at their nominal amount and on any Optional Redemption Date at their paid-up nominal amount as at the date fixed for redemption; and in the event that any Noteholder fails to pay a Part Payment Amount on the relevant Part Payment Date (such date a **Part Payment Default Date**), any such Notes held by such Noteholder shall automatically be redeemed on the relevant Early Redemption Date, at the Settlement Amount.

For the purposes of this Condition 5.11:

Early Redemption Date means, in respect of any Note, the seventh Payment Business Day following a Part Payment Default Date;

Settlement Amount means, in respect of any Note, an amount determined by the Calculation Agent in accordance with the following formula:

Max [0; [Paid-up Nominal Amount – Unwinding Costs]]

where:

Paid-up Nominal Amount means, in respect of any Part Payment Date, the paid-up nominal amount of the relevant Note up to (and including) the applicable Part Payment Date. Interest will neither accrue nor be payable in respect of the period from and including the applicable Part Payment Default Date to and including the applicable Early Redemption Date; and

Unwinding Costs means the pro rata share, in respect of each Note, of the losses (expressed as a positive number) or the gains (expressed as a negative number) of unwinding all hedging arrangements (taking into account the present value of any Part Payment Amount(s) remaining to be paid in respect of the Notes) entered into or purchased by the Issuer and/or the Guarantor in respect of the Notes.

5.12 Physical Delivery Notes

When the applicable Final Terms specify that "*Physical Delivery Note Provisions*" is applicable, this Condition 5.12 applies. In particular, the applicable Final Terms will specify the Deliverable Asset(s), the Physical Delivery Amount, the provisions governing whether transfer of Deliverable Asset(s) or payment of a cash sum will apply, Issuer's option to vary method of settlement, the method of transfer of Deliverable Asset(s) in respect of Physical Delivery Amount.

For the purpose of these Terms and Conditions:

Deliverable Asset(s) means the deliverable asset(s) which may be either (i) the Underlying(s) of the Notes specified under the paragraph "*Underlying(s)*" in the applicable Final Terms or (ii) if different from the Underlying(s) of the Notes, the share(s) and/or the American depositary receipt(s) and/or the exchange traded fund(s) specified under the paragraph "Deliverable Asset(s)" in the applicable Final Terms o or (iii) in the case of Credit Linked Notes, the Specified Deliverable Obligation(s) subject to the provisions of the Additional Terms and Conditions for Credit Linked Notes.

5.12.1 *Physical Delivery Amount*

The Physical Delivery Amount will be determined:

(i) if "*Deliverable Asset(s)*" is specified in the applicable Final Terms as being the Underlying(s) which may be a Share, an ADR or an ETF, and calculated in the manner described in the applicable Final Terms under the paragraph "*Final Redemption Amount*" and if applicable, the paragraph "*Automatic Early Redemption Amount(s)*"; or

(ii) if "*Deliverable Asset(s)*" is different from the Underlying(s) specified in the applicable Final Terms and may be a share, an American depositary receipt or an exchange traded fund, and calculated in the manner described in the applicable Final Terms under the paragraph "*Final Redemption Amount*" and if applicable, the paragraph "*Automatic Early Redemption Amount(s)*"; or

(iii) with "*Deliverable Asset(s)*", in respect of Credit Linked Notes, as being specified in the applicable Final Terms as "Specified Deliverable Obligation(s)", in the manner described in the applicable Final Terms under the paragraph "*Final Redemption Amount*" and if applicable, the paragraph "*Automatic Early Redemption Amount(s)*".

5.12.2 *Method of transfer of Deliverable Asset(s) in respect of Physical Delivery Amount*

When the settlement of a Physical Delivery Note is by way of physical delivery, the delivery of any Physical Delivery Amount in respect of Physical Delivery Notes (including, without limitation, liability for the costs of transfer of Deliverable Asset(s)) will be made through Clearstream, Luxembourg or Euroclear or other relevant clearance institution (a **Clearing System**).

The Deliverable Asset(s) will be delivered at the risk of the relevant Noteholder in such manner as may be specified in the transfer notice pursuant to which such Deliverable Assets are delivered (the **Transfer**

Notice), the form of which is annexed to the Agency Agreement) and, notwithstanding Condition 1.2, no additional payment or delivery will be due to a Noteholder where any Deliverable Asset(s) is/are delivered after their due date in circumstances beyond the control of either the relevant Issuer or the Settlement Agent. The Transfer Notice will be delivered using the transfer procedures currently utilised by the relevant Clearing System.

A Noteholder's entitlement to any Physical Delivery Amount will be evidenced:

(i) by the Noteholder's account balance appearing on the records of the relevant Clearing System and

(ii) in the case of Credit Linked Notes, by the account balances appearing in the records of the Relevant Clearing System or, if necessary, the number of Notes held by each Noteholder as notified to the Fiscal Agent by the Relevant Clearing System.

Any delivery of Deliverable Assets will only be made in compliance with applicable securities laws.

5.12.3 *Issuer's option to vary method of settlement*

When the applicable Final Terms specify that "*Issuer's option to vary method of settlement*" is applicable, the Issuer may, in its sole and absolute discretion, elect to pay or cause to be paid Noteholders the Final Redemption Amount on the Maturity Date in lieu of its obligation to deliver or procure delivery of the Physical Delivery Amount. Notification of any such election will be given to Noteholders in accordance with Condition 13.

5.13 Purchases

The Issuer or (if applicable) the Guarantor shall have the right at all times to purchase Notes (provided that, in the case of Definitive Bearer Notes, all unmatured Receipts, Coupons and Talons appertaining thereto are purchased (in the case of Preference Share Linked Notes or Warrant Linked Notes, by the Issuer) therewith) at any price in the open market or otherwise, in accordance with applicable laws and regulations.

In the case of Notes issued by Société Générale or SG Option Europe, all Notes purchased by the relevant Issuer may be purchased and held in accordance with Article L. 213-1-A of the French *Code monétaire et financier* for the purpose of enhancing the liquidity of the Notes. Such Issuers may not hold Notes for a period of more than one year from the date of purchase in accordance with Article D. 213-1-A of the French *Code monétaire et financier*.

5.14 Cancellation

All Notes purchased for cancellation by or on behalf of the Issuer will forthwith be cancelled (together with, in the case of Definitive Bearer Notes, all unmatured Receipts, Coupons and Talons appertaining thereto or surrendered therewith). All Notes purchased and cancelled (together with, in the case of Definitive Bearer Notes, all unmatured Receipts, Coupons and Talons cancelled therewith) shall be forwarded to the Fiscal Agent (or, in the case of Registered Notes, the Registrar) and cannot be reissued or resold and the obligations of the Issuer in respect of any such Notes shall be discharged.

5.15 Late Payment on Zero Coupon Notes

If the amount payable in respect of any Zero Coupon Note upon redemption of such Zero Coupon Note, except for Registered Notes, pursuant to Conditions 5.1, 5.2, 5.3, 5.5 and 5.7 or upon its becoming due and repayable as provided in Condition 8 is improperly withheld or refused, the amount due and repayable in respect of such Zero Coupon Note shall be the amount calculated as provided in Condition 3.4 as though the references therein to the date fixed for the redemption or the date upon which the

Zero Coupon Note becomes due and repayable were replaced by references to the date which is the earlier of:

(i) the date on which all amounts due in respect of the Zero Coupon Note have been paid; and

(ii) five days after the date on which the full amount of the moneys payable in respect of such Zero Coupon Notes has been received by the Fiscal Agent and notice to that effect has been given to the Noteholders in accordance with Condition 13.

5.16 Redemption or forced transfer of Registered Notes

If the Issuer determines at any time that a holder of Registered Notes in the United States or that a U.S. Person was not a QIB and a QP at the time it purchased or acquired such Notes in breach of the deemed or actual representations given by such holder upon the purchase of such Notes, the Issuer may (a) redeem such Notes, or (b) direct such holder to sell or transfer its Notes to a person that is both a QIB and a QP or to a non-U.S. Person outside the United States within 30 days following receipt of such notice, and if such holder fails to sell or transfer its Notes within such 30 day period, the Issuer may transfer or sell such Notes on behalf of such holder.

No payments will be made on the affected Notes from the date notice of the sale requirement is sent to the date on which the affected Notes are sold.

There can be no assurance that a holder of Notes, or an interest therein, who is required to sell Notes, or whose Notes are sold on his behalf (pursuant to this Condition) will not incur a significant loss as a result of the need for the relevant Issuer, or for the transferor, to find a qualifying transferee willing to purchase the Notes. Neither the relevant Issuer, the Guarantor (if applicable) nor any other party shall be liable to a holder for any such loss.

6. TAXATION

6.1 All payments in respect of Notes, Receipts and Coupons or under the Guarantee shall be made free and clear of, and without withholding or deduction for or on account of, any present or future taxes, duties, assessments or governmental charges of whatever nature imposed, levied, collected, withheld or assessed by or on behalf of any Tax Jurisdiction unless such withholding or deduction is required by law.

6.2 In the event that any amounts are required to be deducted or withheld for, or on behalf of, any Tax Jurisdiction, the relevant Issuer or, as the case may be, the Guarantor shall, to the fullest extent permitted by law, pay such additional amount as may be necessary, in order that each Noteholder, Receiptholder or Couponholder, after deduction or withholding of such taxes, duties, assessments or governmental charges, will receive the full amount then due and payable provided that no such additional amount shall be payable with respect to any Note, Receipt or Coupon:

(1) the holder of which is liable to such taxes, duties, assessments or governmental charges in respect of such Note, Receipt or Coupon by reason of his being connected with Luxembourg (in the case of payments by SG Issuer) or Curaçao (in the case of payments by SGA Société Générale Acceptance N.V.) or France (in the case of payments by Société Générale or SG Option Europe) other than by the mere holding of such Note, Receipt or Coupon; or

(2) presented for payment more than 30 days after the Relevant Date (as defined below), except to the extent that the holder thereof would have been entitled to an additional amount on presenting the same for payment on such thirtieth day assuming that day to have been a Payment Business Day (as defined in Condition 4.8); or

(3) in respect of an issue of Notes which have been privately placed, if the applicable Final Terms indicate that no such additional amounts shall be payable; or

(4) where such withholding or deduction (i) is imposed on a payment to an individual beneficial owner or a residual entity and is required to be made pursuant to European Council Directive 2003/48/EC on the taxation of savings income or any law (whether in or outside the European Union) implementing or complying with, or introduced in order to conform to, such Directive or (ii) is required to be made pursuant to any agreements between the European Community and other countries or territories providing for measures equivalent to those laid down in the EU Savings Tax Directive or any law or other governmental regulation implementing or complying with, or introduced in order to conform to, such agreements; or

(5) where such withholding or deduction is imposed on a payment and is required to be made pursuant to laws enacted by Switzerland providing for the taxation of payments according to principles similar to those laid down in the European Council Directive 2003/48/EC on the taxation of savings income, in particular the principle to have a person other than the Issuer or Guarantor to withhold or deduct the tax, such as, without limitation, any paying agent; or

(6) presented for payment by or on behalf of a holder who would have been able to avoid such withholding or deduction by presenting the relevant Note, Receipt or Coupon to another Paying Agent in a Member State of the European Union.

In these Terms and Conditions:

Tax Jurisdiction means Luxembourg or any political subdivision or any authority thereof or therein having power to tax (in the case of payments by SG Issuer) or Curaçao or any political subdivision or any authority thereof or therein having power to tax (in the case of payments by SGA Société Générale Acceptance N.V.) or France or any political subdivision or any authority thereof or therein having power to tax (in the case of payments by Société Générale or SG Option Europe); and

Relevant Date means the date on which the relevant payment first becomes due, except that, if the full amount of the moneys payable has not been duly received by the Fiscal Agent (or, in the case of Uncertificated Notes, the holders of such Uncertificated Notes) on or prior to such due date, it means the date on which, the full amount of such moneys having been so received, notice to that effect is duly given to the Noteholders in accordance with Condition 13.

7. PRESCRIPTION

Bearer Notes (and any relative Receipts and Coupons) and Registered Notes will become void unless claims in respect of principal and/or interest are made within a period of ten years (in the case of principal) and five years (in the case of interest) after the Relevant Date (as defined in Condition 6) therefor.

The Luxembourg act dated 3 September 1996 on the involuntary dispossession of bearer securities, as amended (the **Involuntary Dispossession Act 1996**) requires that any amount that is payable under the Notes, (but has not yet been paid to the holders of the Notes), in the event that (i) an opposition has been filed in relation to the Notes and (ii) the Notes mature prior to becoming forfeited (as provided for in the Involuntary Dispossession Act 1996), is paid to the *Caisse des consignations* in Luxembourg until the opposition has been withdrawn or the forfeiture of the Notes occurs.

There shall not be included in any Coupon sheet issued on exchange of a Talon any Coupon the claim for payment in respect of which would be void pursuant to this Condition 7 or Condition 4.2 or any Talon which would be void pursuant to Condition 4.2.

In the case of Uncertificated Swedish Notes and Uncertificated Finnish Notes, claims against the Issuer for the payment of principal and interest payable in respect of the Notes shall become void, in the case of Uncertificated Swedish Notes, unless made within ten years (in the case of principal) and five years (in the case of interest) or, in the case of Uncertificated Finnish Notes, unless made within three years, in each case after the Relevant Date (as defined in Condition 6).

8. EVENTS OF DEFAULT

The holder of any such Note may give written notice to the relevant Issuer and (if applicable) the Guarantor that the Notes are, and they shall accordingly forthwith become, immediately due and repayable at their Early Redemption Amount, together with, if appropriate and subject as otherwise provided herein, interest accrued to the date of repayment, upon the occurrence of any of the following events (each an **Event of Default**):

(1) default by the Issuer is made in the payment of any interest or principal due in respect of the Notes of a Series or any of them and such default continues for a period of 30 days unless the Guarantor shall have remedied such default before the expiry of such period, and save that the late delivery of any Deliverable Assets in the circumstances referred to in Condition 4 shall not constitute an Event of Default; or

(2) the Issuer fails to perform or observe any of its other obligations under or in respect of the Notes of a Series and the failure continues for a period of 60 days next following the service on the Issuer and (if applicable) the Guarantor of a notice requiring the same to be remedied (except in any case where such failure is incapable of remedy, by the Issuer or the Guarantor, in which case no such continuation hereabove mentioned will be required); or

(3) the Issuer institutes or has instituted against it by a regulator, supervisor or any similar official with primary insolvency, rehabilitative or regulatory jurisdiction over it in the jurisdiction of its incorporation or the jurisdiction of its head office, or the Issuer consents to a proceeding seeking a judgment of insolvency or bankruptcy or any other relief under any bankruptcy or insolvency law or other similar law affecting creditors' rights, or the Issuer consents to a petition for its winding-up or liquidation by it or by such regulator, supervisor or similar official, provided that proceedings instituted or petitions presented by creditors and not consented to by the Issuer shall not constitute an Event of Default; or

(4) in the case of any Series of Notes in respect of which the Guarantee is stated as being applicable, the Guarantee ceases to be in full force and effect in respect of such Series of Notes, the Receipts or the Coupons, or notice is given by the Guarantor which would cause the Guarantee to cease to be in full force and effect in respect of such Series of Notes, the Receipts or the Coupons, or is rendered void for any cause or by any means whatsoever or any legislation is introduced the result of which would be to remove the benefit of the Guarantee from the Notes, the Receipts or the Coupons, or terminate or amend the same in a manner materially adverse to the interests of the Noteholders, the Receiptholders or the Couponholders, or the Guarantor is unable to perform its obligations thereunder for any reason; or

(5) in the case of Secured Notes issued by SG Issuer, if the Collateral Monitoring Agent delivers a Required Collateral Default Notice in relation to a Collateral Pool securing such Secured Notes.

9. REPLACEMENT OF NOTES, RECEIPTS, COUPONS AND TALONS

Should any Note (except any Uncertificated Note) or (in the case of any Bearer Note) Receipt, Coupon or Talon be lost, stolen, mutilated, defaced or destroyed, it may be replaced at the specified office of the Fiscal Agent (in the case of Bearer Notes) or the Registrar (in the case of Registered Notes), subject to relevant stock exchange requirements and all applicable laws, upon payment by the claimant of such costs and expenses as may be incurred in connection therewith and on such terms as to evidence, security and indemnity and otherwise as the Issuer or, if applicable, the Guarantor may reasonably require. Mutilated or defaced Notes, Receipts, Coupons or Talons must be surrendered before replacements will be issued. The replacement of Notes in bearer form and receipts, coupons and talons relating to Notes in bearer form, in the case of loss or theft, is subject to the procedure of the Involuntary Dispossession Act 1996.

10. APPOINTMENT OF AGENTS

The names of the initial Fiscal Agent, the initial Registrar and the other initial Paying Agent(s) and their initial specified offices are set out below (except with respect to Uncertificated Notes and SIS Notes) and the name(s) and the specified office of the Calculation Agent(s) are specified in the applicable Final Terms.

In addition, the Fiscal Agent may, (if so specified in the Final Terms) delegate certain of its functions and duties in relation to Physical Delivery Notes to a settlement agent (the **Settlement Agent**).

In relation to SIS Notes and any other English Law Notes listed on the SIX Swiss Exchange, the Issuer will maintain a Principal Swiss Paying Agent having a specified office in Switzerland (which, in the case of Notes listed on the SIX Swiss Exchange, shall at all times be a bank or securities dealer that is subject to supervision by the Swiss Financial Market Supervisory Authority (FINMA)) whose duties will be set out in the Swiss Paying Agency Agreement, and the Issuer will at no time maintain a Paying Agent in respect of CHF SIS Notes having a specified office outside Switzerland.. In relation to SIS Notes, any reference in these Conditions to the **Fiscal Agent** shall so far as the context permits be deemed to be a reference to the Principal Swiss Paying Agent.

In relation to EUI Notes, the Issuer will appoint (and in the case of CDIs permanently maintain) a EUI Agent.

The Issuer and (if applicable) the Guarantor are entitled to vary or terminate the appointment of any Paying Agent or Settlement Agent and/or appoint additional or other Paying Agents or Settlement Agents and/or approve any change in the specified office through which any Paying Agent or Settlement Agent acts, provided that (except with respect to Uncertificated Notes):

(1) so long as the Notes are listed on any stock exchange or admitted to trading or listing by another relevant authority, there will at all times be a Paying Agent (which may be the Fiscal Agent) and a Transfer Agent (which may be the Registrar) with a specified office in such place as may be required by the rules and regulations of the relevant stock exchange; and

(2) there will at all times be a Paying Agent (which may be the Fiscal Agent) with a specified office in a city in Europe; and

(3) so long as any Registered Global Notes are registered in the name of a nominee for DTC, there will at all times be an Exchange Agent and a Paying Agent with a specified office in New York; and

(4) there will be one or more Calculation Agent(s) where the Conditions so require; and

(5) there will be a Redenomination Agent and/or a Consolidation Agent where the Conditions so require; and

(6) there will at all times be a Paying Agent in a Member State of the European Union (a **Member State**) that will not be obliged to withhold or deduct tax pursuant to European Council Directive 2003/48/EC or any law implementing or complying with, or introduced in order to conform to, such Directive (any such Directive or law, an **EU Savings Directive Tax Law**) to the extent that any Member State does not maintain any obligation to so withhold or deduct pursuant to any EU Savings Directive Tax Law; and

(7) there will at all times be a Fiscal Agent and a Registrar.

In addition, the Issuer and the Guarantor shall forthwith appoint a Paying Agent having a specified office in New York City in the circumstances described in the second paragraph of Condition 4.6. Any variation, termination, appointment or change shall only take effect (other than in the case of insolvency,

when it shall be of immediate effect) after not less than 30 or more than 45 days' prior notice thereof shall have been given to the Noteholders in accordance with Condition 13.

Notwithstanding the foregoing, in respect of Uncertificated Notes, the Issuer may appoint or (as the case may be) maintain a paying agent in each jurisdiction where Uncertificated Notes are registered and, if appropriate, for so long as any Uncertificated Notes are listed on the Luxembourg Stock Exchange, the Issuer will maintain a paying agent with a specified office in Luxembourg, all as specified in the applicable Final Terms. In respect of any Uncertificated Notes, the Issuer is entitled to vary or terminate the appointment of the relevant central securities depositary and clearing institution or the Additional Paying Agent, provided that the Issuer will appoint another central securities depositary and clearing institution or Additional Paying Agent(s), as the case may be, each of them to be duly authorised, in the case of Uncertificated Swedish Notes, under the Swedish Financial Instruments Accounts Act (SFS 1998:1479) or, in the case of Uncertificated Finnish Notes, under the Finnish Act on the Book-Entry System and Clearing Operations (749/2012). The central securities depositary and clearing institution and the Additional Paying Agent(s) appointed in respect of Uncertificated Notes act solely as agents of the Issuer and do not assume any obligation to, or relationship of agency or trust with, any Noteholders. The Issuer shall be entitled to obtain information from the registers maintained by the relevant central securities depositary and clearing institution for the purposes of performing its obligations under any Uncertificated Notes. In respect of Uncertificated Swedish Notes, the Issuer will, in accordance with the Swedish Financial Instruments Accounts Act (SFS 1998:1479), appoint (i) Euroclear Sweden as the central securities depositary and clearing institution and (ii) an Additional Paying Agent for Swedish purposes. Such Additional Paying Agent shall be specified in the relevant Final Terms and shall have the characteristics described in Condition 10. In respect of Uncertificated Finnish Notes, Euroclear Finland will act as the central securities depositary and clearing institution and the Issuer will appoint an Additional Paying Agent for Finnish purposes as specified in the applicable Final Terms. In addition, the Issuer will appoint an Issuer Agent referred to in the rules of Euroclear Finland for Finnish purposes as specified in the applicable Final Terms.

In acting under the Agency Agreement, the Paying Agents act solely as agents of the Issuer and, if applicable, the Guarantor and do not assume any obligation to, or relationship of agency or trust with, any Noteholders, Receiptholders or Couponholders. The Agency Agreement contains provisions permitting any entity into which any Paying Agent is merged or converted or with which it is consolidated or to which it transfers all or substantially all of its assets to become the successor paying agent.

References in the Conditions to the "Paying Agent" shall include the Swedish Issuer Agent or any additional or successor Swedish Issuer agent. The Issuer reserves the right at any time to vary or terminate the appointment of the Swedish CSD and the Swedish Issuer Agent and to appoint a substitute Swedish central securities depository or agent, provided that the Issuer shall at all times maintain a Swedish CSD which shall be a duly authorised central securities depository under the Swedish Financial Instruments Accounts Act and a Swedish Issuer Agent in Sweden duly authorised under the CSD Rules.

The Swedish Issuer Agent acts solely as agent of the Issuer and does not assume any obligation to, or relationship of agency or trust with the Noteholders, other than to the extent any such obligations result from mandatory provisions in the Swedish Financial Instruments Accounts Act (Sw. *lag (1998:1479) om kontoföring av finansiella instrument*).

If in connection with any Series of Notes:

(i) the Calculation Agent specified in the applicable Final Terms is Société Générale or Société Générale Bank & Trust, its appointment will be governed by the terms of the calculation agency agreement set out in the Agency Agreement (the **Calculation Agency Agreement**); or

(ii) in the event that a Calculation Agent other than Société Générale or Société Générale Bank & Trust is appointed in connection with any such Series of Notes, the terms of its appointment will be summarised in the applicable Final Terms.

11. EXCHANGE OF TALONS

On and after the Interest Payment Date on which the final Coupon comprised in any Coupon sheet matures, the Talon (if any) forming part of such Coupon sheet may be surrendered at the specified office of the Fiscal Agent or any other Paying Agent in exchange for a further Coupon sheet including (if such further Coupon sheet does not include Coupons to (and including) the final date for the payment of interest due in respect of the Note to which it appertains) a further Talon, subject to the provisions of Condition 7. Each Talon shall, for the purposes of these Terms and Conditions, be deemed to mature on the Interest Payment Date on which the final Coupon comprised in the relative Coupon sheet matures.

12. SUBSTITUTION

In the case of Notes issued by SG Issuer, SGA Société Générale Acceptance N.V. or SG Option Europe, the Issuer may be replaced and the Guarantor or any subsidiary of the Guarantor may be substituted for the Issuer as principal debtor in respect of the Notes, Receipts and Coupons, without the consent of the Noteholders, Couponholders or Receiptholders. If SG Issuer, SGA Société Générale Acceptance N.V. or SG Option Europe determines that the Guarantor or any such subsidiary shall become the principal debtor (in such capacity, the **Substituted Debtor**), it shall give not less than 30 nor more than 45 days' notice, in accordance with Condition 13, to the Noteholders of such event and, immediately on the expiry of such notice, the Substituted Debtor shall become the principal debtor in respect of the Notes, Receipts and the Coupons in place of the Issuer and the Noteholders, Receiptholders and Couponholders shall thereupon cease to have any rights or claims whatsoever against the Issuer. However, no such substitution shall take effect:

(1) if the effect of such substitution would, at the time of such substitution, be that payments in respect of the Notes would be required to be made subject to any withholding or deduction which would not otherwise arise in the absence of such substitution;

(2) if the Substituted Debtor is not the Guarantor, until the Guarantor shall have entered into an unconditional and irrevocable guarantee substantially in the form of the Guarantee in respect of the obligations of such Substituted Debtor;

(3) in any case, until the Substituted Debtor shall have provided to the Fiscal Agent such documents as may be necessary to make the Notes and the Agency Agreement its legal, valid and binding obligations; and

(4) until such Substituted Debtor shall have been approved in writing by the relevant authorities as able to issue the relevant Notes.

Upon any such substitution, the Notes, Receipts, Coupons and Talons will be modified as required, and the Noteholders will be notified of the modified terms and conditions of such Notes, Receipts, Coupons and Talons in accordance with Condition 13.

For the purposes of this Condition 13, it is expressly agreed that by subscribing to, acquiring or otherwise purchasing the Notes, the holders of the Notes are expressly deemed to have consented to the substitution of the Issuer by the Substituted Debtor and to the release of the Issuer from any and all obligations in respect of the Notes and all the agreements attached thereto and are expressly deemed to have accepted such substitution and the consequences thereof.

In respect of any such substitution of the Issuer of any Series of Swedish Notes, the substitution will, in addition to the other criteria set forth above in this Condition, be subject to the prior written consent of the Swedish CSD so long as the Notes are in global form.

13. NOTICES

13.1 Notices regarding Notes other than SIS Notes and EUI Notes

13.1.1 All notices regarding the Notes shall be deemed to be validly given if published in a leading English language daily newspaper of general circulation in Europe (which is expected to be the *Financial Times*) provided that, so long as such Notes are listed on any stock exchange(s) and the rules applicable to such stock exchange so require, notices shall be valid if published in a daily financial newspaper with general circulation in the city/ies where the relevant stock exchange(s) are located, which, in the case of the Luxembourg Stock Exchange, is expected to be the *Luxemburger Wort* (or the *Tageblatt*) or if published on www.bourse.lu and on the Issuer's website (http://prospectus.socgen.com).

13.1.2 The Issuer shall also ensure that notices are duly published in a manner which complies with the rules and regulations applicable on any regulated market or other stock exchange on which the Notes are for the time being listed and of any relevant authority by which they have been admitted to trading. Any such notice will be deemed to have been given (i) on the date of the first publication or, where required to be published in more than one newspaper, on the date of the first publication in all required newspaper(s) or (ii) in the case of publication on a website, on the date on which such notice is first posted on the relevant website.

13.1.3 Until such time as any Notes in definitive form are issued, there may, so long as the Global Note(s) representing the Notes is or are held in its or their entirety on behalf of Euroclear and/or Clearstream, Luxembourg and/or DTC, be substituted for such publication in such newspaper(s) as referred to in Condition 13.1.1, the delivery of the relevant notice to Euroclear and/or Clearstream, Luxembourg and/or DTC for communication by them to the holders of the Notes and in addition, for so long as any Notes are listed on any regulated market or other stock exchange or are admitted to trading by another relevant authority and the rules of such regulated market or such stock exchange or relevant authority so require, such notice will be published in accordance with such rules. Any such notice shall be deemed to have been given to the holders of the Notes on the day on which the said notice was given to Euroclear and/or Clearstream, Luxembourg and/or DTC.

13.1.4 In addition to the above, all notices regarding the Registered Notes will be deemed to be validly given if sent by first class mail or by airmail (if posted to an address overseas) to the holders (or the first named of joint holders) at their respective addresses recorded in the Register and will be deemed to have been given on the fourth day after mailing and, in addition, for so long as any Registered Notes are listed on a stock exchange and the rules of that stock exchange (or any other relevant authority) so require, such notice will be published in a daily newspaper of general circulation in the place or places required by those rules.

13.1.5 In addition to the above, all notices to holders of Uncertificated Notes shall be deemed to have been duly given if sent by mail to a Noteholder on the address registered for such Noteholder in the system of the relevant central securities depositary and clearing institution or in accordance with the legislation, rules and regulations applicable to, and/or issued by, the relevant central securities depositary and clearing institution. Any such notice shall be deemed to have been given, if sent by mail to the Noteholder, on the fourth day following the day the notice was sent by mail.

13.1.6 All notices given to Noteholders (irrespective of how given) shall also be delivered in writing to:

(1) Euroclear, Clearstream, Luxembourg and/or DTC, as the case may be (except in the case of Uncertificated Notes); and

(2) in the case of Notes listed on a stock exchange or admitted to trading by another relevant authority, to the relevant stock exchange or authority.

13.1.7 Notices to be given by any Noteholder (except in the case of Uncertificated Notes) shall be in writing and given by lodging the same, together (in the case of any Note in definitive form) with the relative Note or Notes, with the Fiscal Agent (in the case of Bearer Notes) or the Registrar (in the case of Registered Notes). Whilst any of the Notes are represented by a Global Note, such notice may be given by any holder of a Note to the Fiscal Agent or the Registrar (as applicable) via Euroclear and/or Clearstream, Luxembourg and/or DTC, as the case may be, in such manner as the Fiscal Agent or the Registrar (as

applicable) and Euroclear and/or Clearstream, Luxembourg and/or DTC, as the case may be, may approve for this purpose.

13.2 Notices regarding SIS Notes

13.2.1 So long as SIS Notes are listed on the SIX Swiss Exchange and so long as the rules of the SIX Swiss Exchange so require, all notices in respect of such Notes will be validly given without cost to the holders of the Notes through the Principal Swiss Paying Agent either:

(1) by means of electronic publication on the internet website of the SIX Swiss Exchange (www.six-swiss-exchange.com), where notices are currently published under the address www.six-swiss-exchange.com/news/official_notices/search_en.html; or

(2) otherwise in accordance with the regulations of SIX Swiss Exchange.

Any notices so given will be deemed to have been validly given on the date of such publication or if published more than once, on the first date of such publication.

13.2.2 All notices concerning SIS Notes that are not listed on the SIX Swiss Exchange shall be published in a leading daily newspaper (which is likely to be the *Neue Zürcher Zeitung*) having general circulation in Switzerland. Any notice so given shall be deemed to have been validly given on the date of such publication (or, if published more than once, on the date of the first such publication). Alternatively notices regarding SIS Notes not listed on the SIX Swiss Exchange may also be given by communication through the Principal Swiss Paying Agent to the Intermediary for forwarding to the holders of the Notes. Any notice so given shall be deemed to have been validly given with the communication to the Intermediary.

13.3 Notices regarding EUI Notes

All notices to the EUI Holders shall be valid if:

(1) delivered to the address of the EUI Holder appearing in the Record by first class post or by hand or, if such address is not in the United Kingdom, by airmail post (such notices to be delivered or sent in accordance with this Condition 13.3 (1) shall be sent at the risk of the relevant EUI Holder); or

(2) published in a daily newspaper with general circulation in the United Kingdom which is expected to be the Financial Times; or

(3) for so long as the EUI Notes are listed or admitted to trading on any stock exchange published in accordance with the rules of such stock exchange.

Any such notice shall be deemed to have been given on the second Business Day following, in the case of Condition 13.3 (1), such delivery or, in the case of Condition 13.3 (2), the date of such publication or, if published more than once, on the date of the first such publication and in the case of Condition 13.3 (3) for so long as the EUI Notes are listed on any stock exchange published in accordance with the rules of such stock exchange.

13.3 Notices regarding Swedish Notes

Notwithstanding the foregoing, all notices regarding the Swedish Notes will be deemed to be validly given if sent by mail to beneficial owners at the address for such Noteholder in the records maintained by the Swedish CSD in accordance with the CSD rules. Any such notice shall be deemed to have been given, if sent by mail to the Noteholders, on the fourth day following the day the notice was sent by mail. Notices to be given by any holder shall be in writing and given by lodging the same with the Swedish Issuer Agent.

14. MEETINGS OF NOTEHOLDERS, MODIFICATION AND WAIVER

The Agency Agreement contains provisions for convening meetings of the Noteholders (except holders of the Uncertificated Notes) to consider any matter affecting their interests, including the sanctioning by extraordinary resolution (an **Extraordinary Resolution**) of a modification of the Notes (except the Uncertificated Notes) the Receipts, the Coupons or certain provisions of the Agency Agreement. Such a meeting may be convened by the Issuer or the Guarantor at any time or by Noteholders holding not less than 10 per cent. in nominal amount of the Notes for the time being outstanding. The quorum at any such meeting for passing such Extraordinary Resolution is one or more persons holding or representing in the aggregate not less than 50 per cent. in nominal amount of the Notes for the time being outstanding, or at any adjourned meeting one or more persons being or representing Noteholders whatever the nominal amount of the Notes so held or represented, except that at any meeting the business of which includes the modification of certain provisions of the Notes, Receipts or Coupons (including but not limited to modifying the date of maturity of the Notes, reducing or cancelling the amount of principal or the rate of interest payable in respect of the Notes or altering the currency of payment of the Notes, Receipts or Coupons, modifying of the majority required to pass an Extraordinary Resolution, sanctioning of any scheme or proposal for the exchange or sale of the Notes for, or the conversion of the Notes into, or the cancellation of the Notes in consideration of, shares, stock, notes, bonds, debentures, debenture stock and/or other obligations and/or securities of the Issuer (as further described in the Agency Agreement)), the necessary quorum for passing an Extraordinary Resolution will be one or more persons holding or representing not less than two-thirds, or at any adjourned such meeting not less than one-third, in nominal amount of the Notes for the time being outstanding. An Extraordinary Resolution passed at any meeting of the Noteholders shall be binding on all the Noteholders, whether or not they are present at the meeting, and on all Receiptholders and Couponholders.

The Fiscal Agent, the Issuer and the Guarantor may agree, without the consent of the Noteholders, Receiptholders or Couponholders, to any modification of the Notes, the Receipts, the Coupons or the Agency Agreement which is (i) to cure or correct any ambiguity or defective or inconsistent provision contained therein, or which is of a formal, minor or technical nature or (ii) not prejudicial to the interests of the Noteholders, the Receiptholders and/or the Couponholders (provided the proposed modification does not relate to a matter in respect of which an Extraordinary Resolution would be required if a meeting of Noteholders were held to consider such modification) or (iii) to correct a manifest error or proven error or (iv) to comply with mandatory provisions of the law. Any such modification shall be binding on the Noteholders, the Receiptholders and the Couponholders and any such modification shall be notified to the Noteholders in accordance with Condition 13.

In respect of Uncertificated Notes other than EUI Notes, the Issuer may decide, without the consent of the Noteholders to (a) any modification of the Notes which is not materially prejudicial to the interests of the Noteholders; or (b) any modification of the Notes which is of formal, minor or technical nature or is made to correct a manifest error or proven error or to comply with mandatory provisions of the law of the jurisdiction in which the Issuer is incorporated. Any such modification shall be binding on the relevant Noteholders and any such modification shall be notified to such Noteholders in accordance with Condition 13.

The EUI Agency Agreement contains provisions for convening meetings of the EUI Holders to consider any matter affecting their interests, including the sanctioning by Extraordinary Resolution (as defined in the EUI Agency Agreement) of a modification of the EUI Notes or any of the provisions of the EUI Agency Agreement. Such a meeting may be convened by the Issuer or the Guarantor. At least 21 clear days' notice specifying the place, date and hour of the meeting shall be given to the EUI Holders. The quorum at any such meeting for passing an Extraordinary Resolution is one or more persons holding or representing in the aggregate not less than 50 per cent. of the EUI Notes for the time being unexercised or outstanding, as the case may be, or at any adjourned meeting one or more persons being or representing EUI Holders whatever the number of EUI Notes so held or represented, except that at any meeting the business of which includes the modification of certain provisions of the EUI Notes (including but not limited to modifying the date of maturity of the EUI Notes, reducing or cancelling the amount of

principal or the rate of interest payable in respect of the EUI Notes or altering the currency of payment of the EUI Notes, modifying of the majority required to pass an Extraordinary Resolution, sanctioning of any scheme or proposal for the exchange or sale of the Notes for, or the conversion of the Notes into, or the cancellation of the Notes in consideration of, shares, stock, notes, bonds, debentures, debenture stock and/or other obligations and/or securities of the Issuer (as further described in the EUI Agency Agreement)), the quorum shall be one or more persons holding or representing in the aggregate not less than two-thirds of the EUI Notes for the time being unexercised or outstanding, as the case may be, or at any adjourned such meeting one or more persons holding or representing not less than one-third of the EUI Notes for the time being unexercised or outstanding, as the case may be. An Extraordinary Resolution passed at any meeting of the EUI Holders shall be binding on all the EUI Holders, whether or not they are present at the meeting. Resolutions can be passed in writing if passed unanimously.

The EUI Agent and the Issuer may agree, without the consent of the Holders, to:

(1) any modification (except as mentioned above) of the EUI Notes or EUI Agency Agreement which is not prejudicial to the interests of the EUI Holders; or

(2) any modification of the EUI Notes or the EUI Agency Agreement which is of a formal, minor or technical nature or is made to correct a manifest or proven error, to cure any ambiguity or to comply with mandatory provisions of law.

Any such modification shall be binding on the EUI Holders and any such modification shall be notified to the EUI Holders as soon as practicable thereafter, provided that failure to give, or non-receipt of, such notice will not affect the validity of any such modification.

In respect of SG Issuer only, the provisions of articles 86 to 94-8 of the Luxembourg Act dated 10 August 1915 on commercial companies, as amended, shall not apply to the Notes. Notwithstanding the foregoing, any resolution of the holders of the Notes to amend the corporate objects of the Issuer, the form of the Issuer, to change the nationality of the Issuer and/or increasing the commitments of the shareholders of the Issuer may exclusively be taken, and any meetings of holders of Notes resolving thereupon must be convened and held, in accordance with the Luxembourg act dated 10 August 1915 on commercial companies, as amended (the **Companies Act 1915**), as long as any specific requirements exist under the Companies Act 1915.

15. FURTHER ISSUES AND CONSOLIDATION

The Issuer shall be at liberty from time to time without the consent of the Noteholders, Receiptholders or Couponholders to create and issue further notes ranking *pari passu* in all respects and on the same Terms and Conditions (save for their Issue Date, Interest Commencement Date, Issue Price and/or the amount and date of the first payment of interest thereon), and so that the same shall be consolidated and form a single series with, the outstanding Notes.

The Issuer may from time to time on any Interest Payment Date occurring on or after the date specified for a redenomination of the Notes pursuant to Condition 1, on giving not less than 30 days' prior notice to the Noteholders in accordance with Condition 13, without the consent of Noteholders, Receiptholders or Couponholders, consolidate the Notes with one or more issues of other notes issued by it, whether or not originally issued in one of the European national currencies or in Euro, provided such other notes have been redenominated in Euro (if not originally denominated in Euro) and which otherwise have, in respect of all periods subsequent to such consolidation, the same terms and conditions as the Notes.

The provisions of this Condition 15 shall not apply to Preference Share Linked Notes or Warrant Linked Notes.

16. ADJUSTMENTS AND DISRUPTION – CALCULATIONS AND DETERMINATIONS

16.1 Provisions applicable to Structured Notes

When the applicable Final Terms specify that "*Type of Structured Notes*" is Share Linked Notes and/or ADR Linked Notes and/or ETF Linked Notes and/or Dividend Linked Notes and/or Index Linked Notes and/or SGI Index Linked Notes and/or Fund Linked Notes and/or Commodity Linked Notes and/or Inflation Linked Notes and/or Credit Linked Notes and/or Foreign Exchange Rate Linked Notes and/or Reference Rate Linked Notes and/or Bond Linked Notes and/or Warrant Linked Notes and/or Preference Share Linked Notes, this Condition 16.1 applies.

Share Linked Notes shall be subject to the provisions of the Additional Terms and Conditions for Share Linked Notes;

ADR Linked Notes shall be subject to the provisions of the Additional Terms and Conditions for ADR Linked Notes;

ETF Linked Notes shall be subject to the provisions of the Additional Terms and Conditions for ETF Linked Notes;

Index Linked Notes shall be subject to the provisions of the Additional Terms and Conditions for Index Linked Notes;

SGI Index Linked Notes shall be subject to the provisions of the Additional Terms and Conditions for SGI Index Linked Notes;

Inflation Linked Notes shall be subject to the provisions of the Additional Terms and Conditions for Inflation Linked Notes;

Dividend Linked Notes shall be subject to the provisions of the Additional Terms and Conditions for Dividend Linked Notes;

Fund Linked Notes shall be subject to the provisions of the Additional Terms and Conditions for Fund Linked Notes;

Commodity Linked Notes shall be subject to the provisions of the Additional Terms and Conditions for Commodity Linked Notes;

Foreign Exchange Rate Linked Notes shall be subject to the provisions of the Additional Terms and Conditions for Foreign Exchange Rate Linked Notes

Reference Rate Linked Notes shall be subject to the provisions of the Additional Terms and Conditions for Reference Rate Linked Notes;

Credit Linked Notes shall be subject to the provisions of the Additional Terms and Conditions for Credit Linked Notes;

Bond Linked Notes shall be subject to the provisions of the Additional Terms and Conditions for Bond Linked Notes;

Preference Share Linked Notes shall be subject to the provisions of the Additional Terms and Conditions for Preference Share Linked Notes; and

Warrant Linked Notes shall be subject to the provisions of the Additional Terms and Conditions for Warrants Linked Notes.

Each of these Additional Terms and Conditions contain, amongst others, provisions for determining any amount where calculation is impossible or impracticable and provisions relating to adjustments with respect to Underlying(s) (when applicable) and any market disruption (including, without limitation and where necessary, appropriate definitions of **Potential Adjustment Events**, **Extraordinary Events** and **Market Disruption Events** and details of the consequences of such events).

16.2 Provisions applicable to Secured Notes

When the applicable Final Terms specify that "*Secured Notes Provisions*" is applicable, this Condition 16.2 applies.

Secured Notes shall be subject to the provisions of the Additional Terms ans Conditions relating to Secured Notes which contain provisions relating to disruption events (including, without limitation and where necessary, appropriate definitions of **Collateral Disruption Event** and **Collateral Settlement Disruption** and details of the consequences of such events).

16.3 Provisions applicable to Physical Delivery Notes

When the applicable Final Terms specify that "*Physical Delivery Note Provisions*" is applicable, this Condition 16.3 applies.

16.3.1 *Provisions applicable to Deliverable Asset(s)*

(i) When "*Deliverable Asset(s)*" is specified in the applicable Final Terms as being the Underlying(s) which may be a Share and/or ADR and/or an ETF, the provisions of the Additional Terms and Conditions for Share Linked Notes and/or the Additional Terms and Conditions for ADR Linked Notes and/or the Additional Terms and Conditions for ETF Linked Notes shall apply;

(ii) When "*Deliverable Asset(s)*" is different from the Underlying(s) specified in the applicable Final Terms and may be a share and/or an American depositary receipt and/or an exchange traded fund, the provisions of the Additional Terms and Conditions for Share Linked Notes and/or the Additional Terms and Conditions for ADR Linked Notes and/or the Additional Terms and Conditions for ETF Linked Notes shall apply;

(iii) When "*Deliverable Asset(s)*" is, in respect of Credit Linked Notes, specified in the applicable Final Terms as being "Specified Deliverable Obligation(s)", the provisions of the Additional Terms and Conditions for Credit Linked Notes shall apply.

16.3.2 *Settlement Disruption Event*

If a Settlement Disruption Event does prevent delivery of the Physical Delivery Amount on the Maturity Date, then, such delivery shall occur on the first succeeding day on which delivery of the Physical Delivery Amount can take place through the relevant Clearing System (the **Settlement Date**) unless a Settlement Disruption Event prevents delivery for a period of 20 Clearing System Days immediately following the original date that would have been the Settlement Date (the **Delivery Period**). In that latter case, the Issuer shall, in lieu of delivering the Physical Delivery Amount, pay, in respect of each Note, the fair market value of the number of Deliverable Asset(s) to be delivered (the **Fair Market Value**) converted into the Specified Currency at the current exchange rate, if applicable.
The Fair Market Value will be determined by the Calculation Agent on the basis of the market conditions on the first Business Day following the Delivery Period.

(a) If a dividend is paid in respect of the Deliverable Asset(s) from and including the Valuation Date to and, as the case may be, (a) excluding the Delivery Date or (b) including, in the event of a Settlement Disruption Event, the date on which the Fair Market Value is calculated, then, the net dividend amount relating to the number of Deliverable Asset(s) to be delivered per Note (excluding any related tax credit) converted into the Specified Currency at the current exchange rate, if applicable, will be paid in cash to the Noteholders as soon as practicable.

(b) All stamp duties, or other similar taxes and/or duties, in respect of physical delivery of Deliverable Asset(s) shall be borne by the Noteholders.

Provided that in the case of Credit Linked Notes, upon the occurrence of a Settlement Disruption Event, the relevant Issuer shall, in lieu of delivering the Physical Delivery Amount, pay, in respect of each Note, the Cash Redemption Amount per Undeliverable Obligations (as defined in the Additional Terms and

Conditions for Credit Linked Notes) to be delivered converted into the Specified Currency at the current exchange rate, if applicable..

As used in this Condition 16.3.2:

Clearing System Day means, in respect of a Clearing System, any day on which such Clearing System is open for the acceptance and execution of settlement instructions.

Delivery Date means, as the case may be, (a) the Maturity Date or (b) in the event of a Settlement Disruption Event, the Settlement Date (as defined above).

Settlement Disruption Event means any event beyond the control of the Issuer as a result of which the relevant Clearing System cannot clear the transfer of the Physical Delivery Amount.

16.4 Calculations and determinations

With respect to Notes to which the Additional Terms and Conditions for Share Linked Notes and/or Additional Terms and Conditions for ADR Linked Notes and/or Additional Terms and Conditions for ETF Linked Notes and/or Additional Terms and Conditions for Dividend Linked Notes and/or Additional Terms and Conditions for Index Linked Notes and/or Additional Terms and Conditions for SGI Index Linked Notes and/or Additional Terms and Conditions for Fund Linked Notes and/or Additional Terms and Conditions for Commodity Linked Notes and/or Additional Terms and Conditions for Inflation Linked Notes and/or Additional Terms and Conditions for Credit Linked Notes and/or Additional Terms and Conditions for Foreign Exchange Rate Linked Notes and/or Additional Terms and Conditions for Reference Rate Linked Notes and/or Additional Terms and Conditions for Bond Linked Notes and/or Additional Terms and Conditions for Warrant Linked Notes and/or Additional Terms and Conditions for Preference Share Linked Notes apply, the Calculation Agent responsible for determining and calculating any rate, rate of interest, interest payable and any amount payable shall be the Calculation Agent specified in the applicable Final Terms (pursuant to the provisions of Condition 10).

The calculations and determinations of the Calculation Agent will be conclusive and binding upon the Issuer, the Guarantor, the Agent and the Noteholders, in the absence of manifest error or proven error.

Following the occurrence of an event giving rise to an adjustment which is substantial in the opinion of the Calculation Agent or of an extraordinary event affecting:

(i) an Underlying in respect of the Additional Terms and Conditions for Share Linked Notes and/or Additional Terms and Conditions for ADR Linked Notes and/or Additional Terms and Conditions for ETF Linked Notes and/or Additional Terms and Conditions for Dividend Linked Notes and/or Additional Terms and Conditions for Index Linked Notes and/or Additional Terms and Conditions for SGI Index Linked Notes and/or Additional Terms and Conditions for Fund Linked Notes and/or Additional Terms and Conditions for Commodity Linked Notes and/or Additional Terms and Conditions for Inflation Linked Notes and/or Additional Terms and Conditions for Foreign Exchange Rate Linked Notes and/or Additional Terms and Conditions for Reference Rate Linked Notes and/or Additional Terms and Conditions for Warrant Linked Notes and/or Additional Terms and Conditions for Preference Share Linked Notes and/or

(ii) affecting a Selected Obligation or a Deliverable Obligation in respect of the Additional Terms and Conditions for Credit Linked Notes, and/or

(iii) affecting a Bond in respect of the Additional Terms and Conditions for Bond Linked Notes,

the Calculation Agent shall notify the Issuer, which shall in its turn notify the Agent and the Noteholders, pursuant to the provisions of Condition 13, of the relevant adjustment made or decision taken by the Calculation Agent. Details of such adjustment made or decision taken can be obtained by the Noteholders upon request at the Calculation Agent's address specified in the applicable Final Terms.

17. CONTRACTS (RIGHTS OF THIRD PARTIES) ACT 1999

The Notes shall not confer any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of the Notes, but this does not affect any right or remedy of a third party which may exist or is available apart from that Act.

18. GOVERNING LAW AND SUBMISSION TO JURISDICTION

18.1 English Law Notes (including SIS Notes and EUI Notes)

18.1.1 *Governing Law*

The Agency Agreement, the EUI Agency Agreement, the Swiss Paying Agency Agreement, the Deed of Covenant, the Deed Poll and the Guarantee and any non-contractual obligations arising out of or in connection with the Agency Agreement, the EUI Agency Agreement, the Swiss Paying Agency Agreement, the Deed of Covenant, the Deed Poll and the Guarantee will be governed by, and shall be construed in accordance with, English law.

If the applicable Final Terms indicate that *"Governing law"* is English law:
The Notes, the Receipts and the Coupons and any non-contractual obligations arising out of or in connection with the Notes, the Receipts and the Coupons will be governed by, and shall be construed in accordance with, English law.

18.1.2 *Submission to jurisdiction*

The Issuer irrevocably agrees, for the benefit of the Noteholders, the Receiptholders and the Couponholders, that the courts of England are to have exclusive jurisdiction to settle any disputes which may arise out of or in connection with the Notes, the Receipts and/or the Coupons and accordingly submits to the exclusive jurisdiction of the English courts.

The Issuer waives any objection to the courts of England on the grounds that they are an inconvenient or inappropriate forum. The Noteholders, the Receiptholders and the Couponholders may take any suit, action or proceedings (together referred to as **Proceedings**) arising out of or in connection with the Notes, the Receipts and the Coupons and any non-contractual obligations arising out of or in connection with the Notes, the Receipts and the Coupons against the Issuer in any other court of competent jurisdiction and concurrent Proceedings in any number of jurisdictions.

The Issuer appoints Société Générale, London Branch (**SGLB**), currently of SG House, 41 Tower Hill, London EC3N 4SG, as its agent for service of process, and undertakes that, in the event of SGLB ceasing so to act or ceasing to be registered in England, it will appoint another person as its agent for service of process in England in respect of any Proceedings. Nothing herein shall affect the right to serve proceedings in any other manner permitted by law.

The Issuer and, where applicable, the Guarantor have in the Agency Agreement, the EUI Agency Agreement, the Deed of Covenant, the Deed Poll and the Guarantee submitted to the jurisdiction of the English courts and appointed an agent for service of process in terms substantially similar to those set out above.

18.2 Uncertificated Nordic Notes

If the applicable Final Terms indicate that *"Governing law"* is Swedish law:
The Uncertificated Swedish Notes and any non-contractual obligations arising out of or in connection with such Notes shall be governed by, and construed in accordance with, Swedish Law.

If the applicable Final Terms indicate that *"Governing law*" is Finnish law:

The Uncertificated Finnish Notes and any non-contractual obligations arising out of or in connection with such Notes shall be governed by, and construed in accordance with, Finnish Law.

If the applicable Final Terms indicate that *"Governing law*" is Norwegian law:
The Uncertificated Norwegian Notes and any non-contractual obligations arising out of or in connection with such Notes shall be governed by, and construed in accordance with, Norwegian Law.

TERMS AND CONDITIONS OF THE FRENCH LAW NOTES

The following terms and conditions, together with (if applicable) the Additional Terms and Conditions for Share Linked Notes, the Additional Terms and Conditions for Index Linked Notes, the Additional Terms and Conditions for SGI Index Linked Notes, the Additional Terms and Conditions for ADR Linked Notes, the Additional Terms and Conditions for Dividend Linked Notes, the Additional Terms and Conditions for ETF Linked Notes, the Additional Terms and Conditions for Commodity Linked Notes, the Additional Terms and Conditions for Fund Linked Notes, the Additional Terms and Conditions for Reference Rate Linked Notes, the Additional Terms and Conditions for Foreign Exchange Rate Linked Notes, the Additional Terms and Conditions for Bond Linked Notes, the Additional Terms and Conditions for Credit Linked Notes, the Additional Terms and Conditions for Inflation Index Linked Notes and (if applicable), the Additional Terms and Conditions relating to Formulae and the Additional Terms and Conditions for Secured Notes, are the Terms and Conditions of the Notes to be issued under French law (the **Terms and Conditions** or the **Conditions**), that, as completed in accordance with the provisions of the applicable Final Terms, shall be applicable to the Notes. In the case of Dematerialised Notes, neither each of the additional terms and conditions, nor the text of the Terms and Conditions will be endorsed on physical documents of title, but will be constituted by the following text, together with the relevant additional terms and conditions (if applicable), as completed by the applicable Final Terms.

In the case of Materialised Notes, either (i) the full text of these Terms and Conditions, together with the relevant Additional terms and Conditions (if applicable) and the applicable Final Terms or (ii) these Terms and Conditions, together with the relevant Additional terms and Conditions (if applicable), as so completed (and subject to simplification by the deletion of inapplicable provisions) shall be endorsed on Definitive Materialised Bearer Notes. All capitalised terms that are not defined in these Terms and Conditions or with the additional terms and conditions (if applicable) will have the meanings given to them in the applicable Final Terms. References in the Terms and Conditions to "the Notes" are to the Notes of one Series only, not to all Notes under the Programme.

For the purposes of these Terms and Conditions, **Underlying** shall mean, as specified in the applicable Final Terms, a Share and/or an ADR and/or a Dividend and/or Index and/or a SGI Index and/or a Fund and/or an ETF and/or a Commodity and/or Commodity Index and/or Inflation Index and/or Reference Rate and/or Foreign Exchange Rate or a basket thereof (each as defined in the Additional Terms and Conditions relating to the relevant Underlying).

French law Dematerialised Notes which are designated in the Final Terms as Permanently Restricted Notes, or any interest therein, may not at any time be offered, sold, resold, traded, pledged, redeemed, transferred or delivered, directly or indirectly, in the United States or to, or for the account or benefit of, a U.S. Person and any offer, sale, resale, trade, pledge, redemption, transfer or delivery made, directly or indirectly, within the United States or to, or for the account or benefit of, a U.S. Person will not be recognised. French Law Notes may not be legally or beneficially owned at any time by any U.S. Person and accordingly are being offered and sold outside the United States to persons that are not U.S. Persons in reliance on Regulation S.

French law Dematerialised Notes which are not designated as Permanently Restricted Notes and French law Materialised Notes, or any interest therein, may not be offered or sold in the United States or to, or for the account or benefit of, U.S. Persons except pursuant to an exemption from the registration requirements of the Securities Act in a transaction that will not cause the Issuer or the Guarantor, as the case may be, to become required to register under the Investment Company Act.

References herein to the **Issuer** shall be references to the party specified as such in the applicable Final Terms (as defined below).

The Notes are issued by the Issuer with the benefit of an agency agreement dated 29 April 2013 (the **French Law Agency Agreement**, which expression includes the same as it may be modified and/or supplemented and/or restated from time to time) and made between, *inter alios*, the Issuer, the Guarantor (as defined below), Société Générale Bank & Trust as fiscal agent and, if so specified in the applicable Final Terms, as calculation agent (the **Fiscal Agent** and the **Calculation Agent** respectively, which expressions shall include, in each case,

any additional or successor agent or any other calculation agent appointed from time to time and specified in the applicable Final Terms) and the other paying agents named therein (such paying agents, together with the Fiscal Agent, the **Paying Agents**, which expression shall include any additional or successor paying agents appointed from time to time).

Any issue of Dematerialised Notes or Materialised Notes (each term as defined below) to be listed on the SIX Swiss Exchange will have the benefit of a Swiss paying agency agreement (the **Swiss Paying Agency Agreement**, which expression shall be construed as a reference to any such agreement as the same may be amended, supplemented or restated from time to time) between, amongst others, the Issuer, the Guarantor, the principal Swiss paying agent and the other Swiss paying agents (if any) (the **Principle Swiss Paying Agent** and the **Swiss Paying Agents**, respectively, and the term Paying Agent as defined above shall include such Principal Swiss Paying Agent and Swiss Paying Agents). The form of the Swiss Paying Agency Agreement is scheduled to the Agency Agreement.

The holders of Dematerialised Notes and Materialised Notes (each term as defined below) and the holders of the interest coupons (the **Coupons**) relating to interest bearing Materialised Notes and, where applicable in the case of such Notes, talons (the **Talons**) for further Coupons (the **Couponholders**) and the holders of the receipts (the **Receipts**) for the payment of instalments of principal (the **Receiptholders**) relating to Materialised Notes of which the principal is payable in instalments are deemed to have notice of all of the provisions of the French Law Agency Agreement applicable to them.

Any reference herein to Euroclear France, Euroclear and/or Clearstream, Luxembourg (each as defined below) shall, whenever the context so permits, be deemed to include a reference to any additional or alternative clearing system specified in the applicable Final Terms.

The final terms for this Note (or other relevant provisions thereof) are set out in Part A of the Final Terms. The applicable Final Terms (or other relevant provisions thereof) complete these Terms and Conditions for the purposes of the relevant Notes.

References herein to the **applicable Final Terms** are to Part A of the Final Terms (or other relevant provisions thereof).

As used herein, **Tranche** means Notes which are identical in all respects and **Series** means a Tranche of Notes together with any further Tranche or Tranches of Notes which are (a) expressed to be consolidated and form a single series and (b) identical in all respects except for their respective Issue Dates, Interest Commencement Dates and/or Issue Prices.

Copies of the French Law Agency Agreement, the Swiss Paying Agency Agreement (where applicable), and the Guarantee (where applicable) are available for inspection during normal business hours from the head office of each of the relevant Issuer and (if applicable) the Guarantor and from the specified office of each of the Paying Agents. Copies of the applicable Final Terms are available for viewing at www.bourse.lu and copies may be obtained from the head office of the relevant Issuer and (if applicable) the Guarantor and the specified office of each of the Paying Agents save that, if this Note is a Private Placement Note (as defined below), the applicable Final Terms will only be obtainable by a Noteholder holding one or more such Notes and such Noteholder must produce evidence satisfactory to the relevant Issuer, (if applicable) the Guarantor or, as the case may be, the relevant Paying Agent as to its holding of such Notes and identity, provided that for public distribution in Switzerland, investors or potential investors in Switzerland may obtain the applicable Final Terms from Société Générale, Paris, Zurich Branch without producing any such evidence. The Noteholders, the Receiptholders and the Couponholders are deemed to have notice of, and are entitled to the benefit of, all the provisions of the French Law Agency Agreement, the Guarantee (where applicable) and the applicable Final Terms. The statements in the Conditions include summaries of, and are subject to, the detailed provisions of the French Law Agency Agreement and the Swiss Paying Agency Agreement (where applicable). In this paragraph, **Private Placement Note** means any Note that is not (i) offered to the public in the EEA for the purposes of article 3.1 of Directive 2003/71/EC (as amended by Directive 2010/73/EU (the **2010 PD Amending Directive**)) (the **Prospectus Directive**) (except as specified under article 3.2 of the Prospectus Directive) or (ii) admitted to trading on a Regulated Market in the EEA for the purposes of article 3.3 of the Prospectus Directive.

Words and expressions defined in the French Law Agency Agreement or used in the applicable Final Terms shall have the same meanings where used in these Terms and Conditions unless the context otherwise requires or unless otherwise stated and provided that, in the event of any inconsistency between the French Law Agency Agreement and the applicable Final Terms, the applicable Final Terms will prevail.

In these Terms and Conditions, the **Guarantor** shall mean Société Générale in its capacity as guarantor pursuant to the Guarantee (as defined in Condition 2.3) in respect of any Notes issued by SG Issuer, SGA Société Générale Acceptance N.V. and SG Option Europe. Accordingly, references herein to the Guarantor are applicable only in the context of such Notes.

1. FORM, DENOMINATION, REDENOMINATION AND TITLE

1.1 Form

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

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

Dematerialised Notes are issued, at the option of the Issuer, in either bearer dematerialised form (*au porteur*), which will be inscribed in the books of Euroclear France, a subsidiary of Euroclear Bank S.A./N.V. (**Euroclear France**) which shall credit the accounts of Euroclear France Account Holders, or in registered dematerialised form (*nominatif*) and, in such latter case, at the option of the relevant Noteholder in either administered registered form (*nominatif administré*) inscribed in the books of a Euroclear France Account Holder or in fully registered form (*nominatif pur*) inscribed in an account in the books of Euroclear France maintained by the Issuer or by the registration agent (designated in the relevant Final Terms) acting on behalf of the Issuer (the **Registration Agent**).

For the purpose of these Conditions, **Euroclear France Account Holder** means any authorised financial intermediary institution entitled to hold accounts, directly or indirectly, on behalf of its customers with Euroclear France, and includes Euroclear Bank S.A./N.V. (**Euroclear**), the depositary bank for Clearstream Banking, société anonyme, Luxembourg (**Clearstream, Luxembourg**) or, in case of Notes listed on SIX Swiss Exchange, the depository bank of SIX SIS Ltd., the Swiss securities services corporation (**SIS**).

1.1.2 Materialised Notes are issued in bearer form (**Materialised Bearer Notes**). Materialised Bearer Notes are serially numbered and are issued with Coupons (and, where appropriate, a Talon) attached, save in the case of Zero Coupon Notes in which case references to interest (other than in relation to interest due after the Maturity Date), Coupons and Talons in these Conditions are not applicable. Instalment Notes are issued with one or more Receipts attached.

In accordance with article L.211-3 and R.211-1 of the French Code monétaire et financier*, Materialised Notes (constituting* "valeurs mobilières"*) and governed by French law must be issued outside France.*

1.1.3 This Note is a Fixed Rate Note, a Floating Rate Note, a Zero Coupon Note, a Structured Note, a Fixed/Floating Rate Note, a Physical Delivery Note or a Partly Paid Note or a combination of any of the foregoing, depending upon the Interest/Payment/Redemption Basis shown in the applicable Final Terms, or such other type of Note as indicated in the applicable Final Terms.

Any reference herein to **Physical Delivery Notes** shall mean any Series of Notes specified as such in the applicable Final Terms, which Notes are linked to the Deliverable Asset(s) described in the applicable Final Terms.

1.2 Denomination

Notes shall be issued in the specified denomination(s) as set out in the relevant Final Terms (the **Specified Denomination**(**s**)) save that the minimum denomination of each Note issued by Société Générale or SG Option Europe and admitted to trading on a Regulated Market within the European Economic Area (**EEA**) other than a Regulated Market in France or offered to the public in a Member State of the EEA other than France in circumstances which require the publication of a prospectus under the Prospectus Directive will be €1,000 (or, if the Notes are denominated in a currency other than euro, the equivalent amount in such currency).

Dematerialised Notes shall be issued in one Specified Denomination only.

1.3 Title

1.3.1 Title to Dematerialised Notes in bearer dematerialised form (*au porteur*) and in administered registered form (*au nominatif administré*) shall pass upon, and transfer of such Notes may only be effected through, registration of the transfer in the accounts of Euroclear France Account Holders. Title to Dematerialised Notes in fully registered form (*au nominatif pur*) shall pass upon, and transfer of such Notes may only be effected through, registration of the transfer in the accounts in the books of Euroclear France maintained by the Issuer or by the Registration Agent.

1.3.2 Title to Materialised Bearer Notes in definitive form having, where appropriate, Coupons, Receipt(s) and/or a Talon attached thereto on issue (**Definitive Materialised Bearer Notes**), shall pass by delivery.

1.3.3 Except as ordered by a court of competent jurisdiction or as required by law, the holder of any Note, Receipt, Coupon or Talon shall be deemed to be and may be treated as its absolute owner for all purposes, whether or not it is overdue and regardless of any notice of ownership, or an interest in it, any writing on it or its theft or loss and no person shall be liable for so treating the holder.

1.3.4 In these Conditions, Noteholder or holder means (i) in the case of Dematerialised Notes, the person whose name appears in the account of the relevant Euroclear France Account Holder, the Issuer or the Registration Agent (as the case may be) as being entitled to such Notes and (ii) in the case of Materialised Notes, the bearer of any Definitive Materialised Bearer Note and the Receipts, Coupons, or Talon relating to it, and capitalised terms have the meanings given to them in the relevant Final Terms, the absence of any such meaning indicating that such term is not applicable to the Notes.

1.4 Conversion of Dematerialised Notes

1.4.1 Dematerialised Notes issued in bearer dematerialised form (*au porteur*) may not be converted into Dematerialised Notes in registered dematerialised form, whether in fully registered form (*nominatif pur*) or in administered registered form (*nominatif administré*).

1.4.2 Dematerialised Notes issued in registered dematerialised form (*au nominatif*) may not be converted into Dematerialised Notes in bearer dematerialised form (*au porteur*).

1.4.3 Dematerialised Notes issued in fully registered form (*nominatif pur*) may, at the option of the Noteholder, be converted into Notes in administered registered form (*nominatif administré*), and vice versa. The exercise of any option by the Noteholder shall be made in accordance with article R. 211-4 of the *Code monétaire et financier.* Any such conversion shall be effected at the cost of the Noteholder.

1.5 Exchange of Materialised Notes

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

1.6 Redenomination

The Issuer may (if so specified in the applicable Final Terms), on any Interest Payment Date as specified in the applicable Final Terms, without the consent of the Noteholders, by giving at least 30 days' notice in accordance with Condition 13, and on or after the date on which the European Member State in whose national currency the Notes are denominated has become a participating Member State in the third stage of the European Economic and Monetary Union (as provided in the Treaty on the Functioning of the European Union (the **EU**), as amended from time to time (the **Treaty**)) or events have occurred which have substantially the same effects (in either case, **EMU**), redenominate all, but not some only, of the Notes of any series into Euro and adjust the aggregate principal amount and the Denomination(s) set out hereon accordingly, as described below. The date on which such redenomination becomes effective shall be referred to in these Terms and Conditions as the **Redenomination Date**.

The redenomination of the Notes pursuant to the above paragraph shall be made by converting the principal amount of each Note from the relevant national currency into Euro using the fixed relevant national currency Euro conversion rate established by the Council of the European Union pursuant to Article 140 of the Treaty and rounding the resultant figure to the nearest 0.01 Euro (with 0.005 Euro being rounded upwards), provided that, if the Issuer determines, with the agreement of the Fiscal Agent that the then market practice in respect of the redenomination in euro of internationally offered securities is different from the provisions specified above, such provisions shall be deemed to be amended so as to comply with such market practice and the Issuer shall promptly notify the Noteholders, the stock exchange (if any) on which the Notes may be listed and the Paying Agents of such deemed amendments.

If the Issuer so elects, the figure resulting from conversion of the principal amount of each Note using the fixed relevant national currency Euro conversion rate shall be rounded down to the nearest Euro. The Euro denominations of the Notes so determined shall be notified to Noteholders in accordance with Condition 13. Any balance remaining from the redenomination with a denomination higher than 0.01 Euro shall be paid by way of cash adjustment rounded to the nearest 0.01 Euro (with 0.005 Euro being rounded upwards). Such cash adjustment will be payable in Euros on the Redenomination Date in the manner notified to Noteholders by the Issuer.

Upon redenomination of the Notes, any reference hereon to the relevant national currency shall be construed as a reference to Euro.

Unless otherwise specified hereon, the Issuer may, with prior approval of the Fiscal Agent, in connection with any redenomination pursuant to this Condition or any consolidation pursuant to Condition 14, without the consent of the Noteholders, make any changes or additions to these Conditions which it reasonably believes to be necessary or desirable to give effect to the provisions of this Condition or Condition 14 (including, without limitation, any change to any applicable business day definition, business day convention, principal financial centre of the country of the Specified Currency, interest accrual basis or benchmark), taking into account market practice in respect of redenominated euromarket debt obligations and which it believes are not prejudicial to the interests of the Noteholders. Any such changes or additions shall, in the absence of manifest error, be binding on the holders of Notes, Receipts, Coupons and Talons and shall be notified to Noteholders in accordance with Condition 13 as soon as practicable thereafter.

Neither the Issuer nor any Paying Agent shall be liable to any Noteholder or other person for any commissions, costs, losses or expenses in relation to or resulting from the credit or transfer of Euro or any currency conversion or rounding effected in connection therewith.

2. STATUS OF THE NOTES AND GUARANTEE

2.1 Unsecured Notes issued by Société Générale, SG Issuer, SGA Société Générale Acceptance N.V. and SG Option Europe

Unsecured Notes issued by Société Générale, SG Issuer, SGA Société Générale Acceptance N.V. and SG Option Europe will be direct, unconditional, unsecured and unsubordinated obligations of the relevant Issuer and will rank *pari passu* without any preference among themselves and (subject to such exceptions as from time to time exist under applicable law) at least *pari passu* with all other outstanding direct, unconditional, unsecured and unsubordinated obligations of the relevant Issuer, present and future.

2.2 Secured Notes issued by SG Issuer

Secured Notes issued by SG Issuer will be direct, unconditional, secured, limited recourse and unsubordinated obligations of SG Issuer and will rank *pari passu* without any preference among themselves and (subject to such exceptions as from time to time exist under applicable law) at least *pari passu* with all other outstanding direct, unconditional, secured, limited recourse and unsubordinated obligations of SG Issuer, present and future.

2.3 Guarantee in the case of Notes issued by SG Issuer, SGA Société Générale Acceptance N.V. and SG Option Europe

The due and punctual payment of any amounts due by the Issuer in respect of any Series of Notes issued by SG Issuer, SGA Société Générale Acceptance N.V. or SG Option Europe is unconditionally and irrevocably guaranteed by the Guarantor as provided in the deed of guarantee dated 29 April 2013 (the **Guarantee**); provided that (i) the Guarantee shall not apply to any Series of Notes issued on or after the date of the Guarantee by SG Issuer, SGA Société Générale Acceptance N.V. or SG Option Europe to the extent that, at the Issue Date of such Series of Notes, the sum of (A) the Aggregate Nominal Amount of such Series of Notes, as specified in the applicable Final Terms (the **Aggregate Nominal Amount**) and (B) the sum of the Aggregate Nominal Amounts of each Series of Notes issued by SG Issuer, SGA Société Générale Acceptance N.V. and SG Option Europe and outstanding (as defined in the French Law Agency Agreement) on such Issue Date, in each case, converted into euro at the relevant spot rate of exchange on such Issue Date, is equal to an amount which exceeds €125,000,000,000 (the **Guarantee Limit**) and (ii) in the case of any Physical Delivery Notes in respect of which the relevant guaranteed obligation of the Issuer is an obligation to transfer the Deliverable Asset(s) in respect of a Physical Delivery Amount (as specified in the applicable Final Terms, a **Physical Delivery Amount**), the Guarantor shall, in lieu of such transfer, be obliged to pay a cash amount in the relevant Specified Currency equal to the fair market value (as determined by the Calculation Agent in its sole discretion, but in a commercially reasonable manner, on or about the due date for transfer of the relevant Deliverable Asset(s) in respect of the Physical Delivery Amount) of the Deliverable Asset(s) in respect of the Physical Delivery Amount.

The Guarantee constitutes a direct, unconditional, unsecured and general obligation of the Guarantor and ranks and will rank *pari passu* with all other existing and future direct, unconditional, unsecured and general obligations of the Guarantor, including those in respect of deposits, but excluding any debts for the time being preferred by law and senior to any subordinated obligations.

3. INTEREST

The applicable Final Terms will indicate if (i) "*Fixed Rate Note Provisions*", (ii) "*Floating Rate Note Provisions*", (iii) "*Structured Interest Note Provisions*" and/or (iv) "*Zero Coupon Notes Provision*" are applicable.

For the purpose of this Condition 3, any reference to Interest Amount shall be deemed to be a reference to Fixed Coupon Amount, Floating Coupon Amount or Structured Interest Amount (each as defined below) when the context requires.

3.1 Interest on Fixed Rate Notes

When the applicable Final Terms specify that "*Fixed Rate Note Provisions*" is applicable, this Condition 3.1 applies.

The applicable Final Terms contain provisions applicable to the determination of fixed coupon amount (the **Fixed Coupon Amount**) and must be read in conjunction with this Condition 3.1 for full information on the manner in which interest is calculated on Fixed Rate Notes.
In particular, the applicable Final Terms will specify the Interest Commencement Date, the Rate(s) of Interest, the Interest Payment Date(s), the Business Day Convention, the Fixed Coupon Amount(s), any applicable Broken Amount(s), calculation amount, Day Count Fraction and any applicable Determination Date.

A **Fixed Rate Note** means a Note which bears a fixed rate of interest (the **Rate of Interest**).

Fixed Rate Notes may provide for a method of calculating interest which does not require any Day Count Fraction as interest payable on each specified Interest Payment Date is determined by applying the Rate of Interest to the Specified Denomination as it shall be set out in the applicable Final Terms.

A Fixed Rate Note will be either an Ajusted Fixed Rate Note or an Undajusted Fixed Rate Note.

An **Adjusted Fixed Rate Note** means a Fixed Rate Note in respect of which the interest amount and the Interest Payment Date are subject to modification in accordance with Condition 3.1.2.

An **Unadjusted Fixed Rate Note** means a Fixed Rate Note in respect of which the interest amount and the Interest Payment Date remain, for the purposes of this Condition 3 (and without prejudice to the provisions of Condition 5.7), unchanged and are calculated as provided in Condition 3.1.1.

3.1.1 *Unadjusted Fixed Rate Notes*

Each Unadjusted Fixed Rate Note bears interest from (and including) the Interest Commencement Date at the rate(s) per annum equal to the Rate(s) of Interest. Interest will be payable in arrear on the Interest Payment Date(s) in each year up to (and including) the Maturity Date (as specified in the applicable Final Terms).

If the Notes are Definitive Bearer Notes, the amount of interest payable on each Interest Payment Date in respect of the Interest Period ending on such date will amount to the Fixed Coupon Amount. Payments of interest on any Interest Payment Date will, if so specified in the applicable Final Terms, amount to the Broken Amount so specified (the **Broken Amount**).

Except in the case of Notes which are Definitive Bearer Notes where an applicable Fixed Coupon Amount or Broken Amount is specified in the applicable Final Terms, interest shall be calculated in respect of any period by applying the Rate of Interest specified in the applicable Final Terms to:

(1) in the case of Fixed Rate Notes which are Uncertificated Notes or Notes represented by a Global Note, the aggregate outstanding nominal amount of the Notes of the relevant Series (or, if they are Partly Paid Notes, the aggregate amount paid up); or

(2) in the case of Fixed Rate Notes which are Definitive Bearer Notes or Definitive Registered Notes, the Calculation Amount,

and, in each case, multiplying such sum by the applicable Day Count Fraction, and rounding the resultant figure to the nearest sub-unit (defined below) of the relevant Specified Currency, half of any such sub-unit being rounded upwards or otherwise as specified in the applicable Final Terms. Where the Specified Denomination of a Fixed Rate Note which is a Definitive Bearer Note or a Definitive Registered Note is a multiple of the Calculation Amount, the amount of interest payable in respect of such Fixed Rate Note shall be the product of the amount (determined in the manner provided above) for the Calculation Amount and the amount by which the Calculation Amount is multiplied to reach the Specified Denomination, without any further rounding.

3.1.2 *Adjusted Fixed Rate Notes*

3.1.2.1 Each Adjusted Fixed Rate Note bears interest from (and including) the Interest Commencement Date specified in the applicable Final Terms, and such interest will be payable in respect of each Interest Period and in arrear on the Interest Payment Date(s) in each year specified in the applicable Final Terms; provided that (x) if there is no numerically corresponding day in the calendar month in which an Interest Payment Date should occur or (y) if any Interest Payment Date would otherwise fall on a day which is not a Business Day, then, if the Business Day Convention specified is:

(1) the **Following Business Day Convention**, such Interest Payment Date (or other date) shall be postponed to the next day which is a Business Day; or

(2) the **Modified Following Business Day Convention**, such Interest Payment Date (or other date) shall be postponed to the next day which is a Business Day unless it would thereby fall into the next calendar month, in which event such Interest Payment Date (or other date) shall be brought forward to the immediately preceding Business Day; or

(3) the **Preceding Business Day Convention**, such Interest Payment Date (or other date) shall be brought forward to the immediately preceding Business Day,

and the expression **Interest Payment Date** shall be construed accordingly.

3.1.2.2 The Calculation Agent will calculate the amount of interest (the **Adjusted Fixed Rate Interest Amount**) payable on the Adjusted Fixed Rate Notes in respect of each Specified Denomination for the relevant Interest Period. Each Interest Amount shall be calculated by applying the Rate of Interest to each Specified Denomination, multiplying such sum by the applicable Day Count Fraction, and rounding the resultant figure to the nearest sub-unit (as defined below) of the relevant Specified Currency, half of any such sub-unit being rounded upwards or otherwise in accordance with applicable market convention.

The Calculation Agent will cause the Adjusted Fixed Rate Interest Amount for each Interest Period and the relevant Interest Payment Date to be notified to the Issuer, the Guarantor and any stock exchange on which the relevant Adjusted Fixed Rate Notes are for the time being listed and notice thereof to be published in accordance with Condition 13 as soon as possible after the calculation or determination thereof (provided that, in the case of notification to any stock exchange, such notice will be given by no later than the first day of the relevant Interest Period or, if that is impossible due to the date fixed for such determination or calculation, as soon as practicable on or after such date). Each Adjusted Fixed Rate Interest Amount and Interest Payment Date so notified may subsequently be amended (or appropriate alternative arrangements made by way of adjustment) without prior notice in the event of an extension or shortening of the Interest Period. Any such amendment will be promptly notified to each stock exchange on which the relevant Fixed Rate Notes are for the time being listed and to the Noteholders in accordance with Condition 13 For the purposes of these Conditions, the expression **Luxembourg Business Day** means a day (other than a Saturday or a Sunday) on which banks and foreign exchange markets are open for general business in Luxembourg.

3.2 Interest on Floating Rate Notes

When the applicable Final Terms specify that "*Floating Rate Note Provisions*" is applicable, this Condition 3.2 applies.

The applicable Final Terms contain provisions applicable to the determination of floating coupon amount (the **Floating Coupon Amount**) and must be read in conjunction with this Condition 3.2 for full information on the manner in which interest is calculated on Floating Rate Notes.
In particular, the applicable Final Terms will specify the Interest Commencement Date, the Floating Coupon Amount(s), the Interest Payment Date(s), the Business Day Convention, whether ISDA Determination or Screen Rate Determination applies to the calculation of interest, any Margin(s)/Spread(s), any Minimum Rate of Interest or Maximum Rate of Interest and any Day Count Fraction.
Where Screen Rate Determination applies, the applicable Final Terms will also specify the applicable Reference Rate, Interest Determination Date(s), Specified Time and Relevant Screen Page.
Where ISDA Determination applies, the applicable Final Terms will also specify the applicable Floating Rate Option, Designated Maturity and Reset Date.

3.2.1 *Interest Payment Dates*

3.2.1.1 Each Floating Rate Note bears interest from (and including) the Interest Commencement Date and such interest will be payable in respect of each Interest Period and in arrear on either:

(1) the Interest Payment Date(s) in each year specified in the applicable Final Terms; or

(2) if no Interest Payment Date(s) is/are specified in the applicable Final Terms, each date (each such date, together with each Interest Payment Date specified in the applicable Final Terms an **Interest Payment Date**) which falls the number of months or other period specified as the Specified Period in the applicable Final Terms after the preceding Interest Payment Date or, in the case of the first Interest Payment Date, after the Interest Commencement Date.

3.2.1.2 If a Business Day Convention is specified in the applicable Final Terms and (x) if there is no numerically corresponding day in the calendar month in which an Interest Payment Date should occur or (y) if any Interest Payment Date would otherwise fall on a day which is not a Business Day, then, if the Business Day Convention specified is:

(1) in any case where Specified Periods are specified in accordance with Condition 3.2.1.1 (2), the **Floating Rate Convention**, such Interest Payment Date (a) in the case of (x) above, shall be the last day that is a Business Day in the relevant month and the provisions of (2) below shall apply *mutatis mutandis* or (b) in the case of (y) above, shall be postponed to the next day which is a Business Day unless it would thereby fall into the next calendar month, in which event (i) such Interest Payment Date shall be brought forward to the immediately preceding Business Day and (ii) each subsequent Interest Payment Date shall be the last Business Day in the month which falls within the Specified Period after the preceding applicable Interest Payment Date occurred; or

(2) the **Following Business Day Convention**, such Interest Payment Date (or other date) shall be postponed to the next day which is a Business Day; or

(3) the **Modified Following Business Day Convention**, such Interest Payment Date (or other date) shall be postponed to the next day which is a Business Day unless it would thereby fall into the next calendar month, in which event such Interest Payment Date (or other date) shall be brought forward to the immediately preceding Business Day; or

(4) the **Preceding Business Day Convention**, such Interest Payment Date (or other date) shall be brought forward to the immediately preceding Business Day.

Notwithstanding the foregoing, where the applicable Final Terms specifies that the relevant Business Day Convention is to be applied on an **unadjusted** basis, the Interest Amount payable on any date shall not be affected by the application of such Business Day Convention.

In this Condition 3, **Business Day** means a day which is both:

- a day on which commercial banks and foreign exchange markets settle payments and are open for general business (including dealings in foreign exchange and foreign currency deposits) in each Business Centre(s) specified in the applicable Final Terms; and

- either (x) in relation to any sum payable in a Specified Currency other than euro, a day on which commercial banks and foreign exchange markets settle payments and are open for general business (including dealings in foreign exchange and foreign currency deposits) in the principal financial centre(s) of the country of the relevant Specified Currency (which if the Specified Currency is Australian dollars, shall be Sydney, if the Specified Currency is Canadian dollars, shall be Montreal or (y) in relation to any sum payable in euro, a day on which the TARGET2 System is open (a **TARGET2 Business Day**). In these Terms and Conditions, **TARGET2 System** means the Trans-European Automated Real-Time Gross Settlement Express Transfer (TARGET2) System.

3.2.2 *Floating Coupon Amount*

The Floating Coupon Amount payable in respect of the Floating Rate Notes will be determined by applying the Rate of Interest to the Specified Denomination as specified in the applicable Final Terms.

3.2.3 *Rate of Interest*

The Rate of Interest will be determined in the manner specified in the applicable Final Terms, which may be:

3.2.3.1 **ISDA Determination**

Where ISDA determination (**ISDA Determination**) is specified in the applicable Final Terms as the manner in which the Rate of Interest is to be determined, the Rate of Interest for each Interest Period will be the relevant ISDA Rate plus or minus (as indicated in the applicable Final Terms) the margin(s), if any, (the **Margin(s)**) which, for the avoidance of doubt, may be referred to as the **Spread(s)** in the applicable Final Terms. Any reference hereinafter to "Margin" shall be also deemed to be a reference to "Spread").

For the purposes of this Condition 3.2.3.1:

ISDA Rate for an Interest Period means a rate equal to the Floating Rate that would be determined by the Calculation Agent specified in the applicable Final Terms, under an interest rate swap transaction if the Fiscal Agent or that other person were acting as Calculation Agent for that swap transaction under the terms of an agreement incorporating the ISDA Definitions (as defined below) and under which:

(1) the Floating Rate Option is as specified in the applicable Final Terms;

(2) the Designated Maturity is a period specified in the applicable Final Terms; and

(3) the relevant Reset Date is the first day of that Interest Period.

Floating Rate, **Calculation Agent**, **Floating Rate Option**, **Designated Maturity** and **Reset Date** have the meanings given to those terms in the 2006 ISDA Definitions published by the International Swaps and Derivatives Association, Inc. (hereinafter the **2006 ISDA Definitions**) and as amended and updated as at the Issue Date of the first Tranche of the Notes of the relevant Series.

Where ISDA Determination is specified in the applicable Final Terms as the manner in which the Rate of Interest is to be determined, unless otherwise stated in the applicable Final Terms, the Minimum Rate of Interest shall be deemed to be zero.

3.2.3.2 **Screen Rate Determination**

Where screen rate determination (**Screen Rate Determination**) is specified in the applicable Final Terms as the manner in which the Rate of Interest is to be determined, the Rate of Interest for each Interest Period will, subject as provided below, be either:

(1) the offered quotation; or

(2) the arithmetic mean (rounded if necessary to the fifth decimal place, with 0.000005 being rounded upwards) of the offered quotations,

(expressed as a percentage rate per annum), for the reference rate(s) (the **Reference Rate(s)**) which appears or appear, as the case may be, on the relevant screen page (the **Relevant Screen Page**) (which will be, for instance, 11:00 a.m., London time, in the case of a LIBOR rate, or 11:00 a.m., Brussels time, in the case of an EURIBOR rate) as at the specified time (the **Specified Time**) on the interest determination date (the **Interest Determination Date**), as specified in the applicable Final Terms, in question plus or minus (as indicated in the applicable Final Terms) the Margin (if any), all as determined by the Calculation Agent. If five or more of such offered quotations are available on the Relevant Screen Page, the highest (or, if there is more than one such highest quotation, one only of such quotations) and the lowest (or, if there is more than one such lowest quotation, one only of such quotations) shall be disregarded by the Calculation Agent for the purpose of determining the arithmetic mean (rounded as provided above) of such offered quotations.

If the Relevant Screen Page is not available or if in the case of (1) above, no such offered quotation appears or, in the case of (2) above, fewer than three such offered quotations appear, in each case as at the Specified Time, the Calculation Agent shall request the principal office of each of the Reference Banks (as defined below) to provide the Calculation Agent with its offered quotation (expressed as a percentage rate per annum) for the Reference Rate at approximately the Specified Time on the Interest Determination Date in question. If two or more of the Reference Banks provide the Calculation Agent with such offered quotations, the Rate of Interest for such Interest Period shall be the arithmetic mean (rounded if necessary to the fifth decimal place with 0.000005 being rounded upwards) of such offered quotations plus or minus (as appropriate) the Margin (if any), all as determined by the Calculation Agent.

If on any Interest Determination Date one only or none of the Reference Banks provides the Calculation Agent with an offered quotation as provided in the preceding paragraph, the Rate of Interest for the relevant Interest Period shall be the rate per annum which the CalculationAgent determines as being the arithmetic mean (rounded if necessary to the fifth decimal place, with 0.000005 being rounded upwards) of the rates, as communicated to (and at the request of) the CalculationAgent by the Reference Banks or any two or more of them, at which such banks were offered, at approximately the Specified Time on the relevant Interest Determination Date, deposits in the Specified Currency for a period equal to that which would have been used for the Reference Rate by the Reference Banks plus or minus (as appropriate) the Margin (if any) or, if fewer than two of the Reference Banks provide the CalculationAgent with such offered rates, the offered rate for deposits in the Specified Currency for a period equal to that which would have been used for the Reference Rate, or the arithmetic mean (rounded as provided above) of the offered rates for deposits in the Specified Currency for a period equal to that which would have been used for the Reference Rate, at which, at approximately the Specified Time on the relevant Interest Determination Date, any one or more banks (which bank or banks is or are in the opinion of the Issuer and the CalculationAgent suitable for such purpose) informs the CalculationAgent it is quoting to Reference Banks (or, as the case may be, the quotations of such bank or banks to the CalculationAgent) plus or minus (as appropriate) the Margin (if any), provided that, if the Rate of Interest cannot be determined in accordance with the foregoing provisions of this paragraph, the Rate of Interest shall be determined as at the last preceding Interest Determination Date

(though substituting, where a different Margin is to be applied to the relevant Interest Period from that which applied to the last preceding Interest Period, the Margin relating to the relevant Interest Period in place of the Margin relating to that last preceding Interest Period).

Reference Banks have the meaning given to it, for each Reference Rate, in the 2006 ISDA Definitions as amended and updated as at the Issue Date of the first Tranche of the Notes of the relevant Series. For instance, in case of a LIBOR rate, the Reference Banks will be the principal London office of four major banks in the London inter-bank market, in case of a EURIBOR rate, the Reference Banks will be the principal Euro-zone office of four major banks in the Euro-zone inter-bank market.

Where Screen Rate Determination is specified in the applicable Final Terms as the manner in which the Rate of Interest is to be determined, the Minimum Rate of Interest (as defined below) shall be deemed to be zero.

3.2.4 *Minimum and/or Maximum Rate of Interest and/or Rate Multiplier*

Subject to the provisions of Condition 3.2.2.1, if the applicable Final Terms specifies a minimum rate of interest (the **Minimum Rate of Interest**) for any Interest Period, then, in the event that the Rate of Interest in respect of any such Interest Period determined in accordance with the provisions of paragraph (ii) above is less than such Minimum Rate of Interest, the Rate of Interest for such Interest Period shall be such Minimum Rate of Interest.

If the applicable Final Terms specifies a maximum rate of interest (the **Maximum Rate of Interest**) for any Interest Period, then, in the event that the Rate of Interest in respect of any such Interest Period determined in accordance with the provisions of paragraph (ii) above is greater than such Maximum Rate of Interest, the Rate of Interest for such Interest Period shall be such Maximum Rate of Interest.

If the applicable Final Terms specifies a rate multiplier (the **Rate Multiplier**) for any Interest Period, then the Rate of Interest in respect of any such Interest Period shall be multiplied by the relevant Rate Multiplier, subject always to the Minimum and/or Maximum Rate of Interest as described above.

If n/N or n_b/N_b is specified as the Rate Multiplier in the applicable Final Terms, the following definitions shall apply:

n means the number of calendar days in the relevant Interest Period in respect of which the Benchmark was equal to or greater than the Lower Limit and equal to or lower than the Upper Limit, in each case as determined by the Calculation Agent.

N means the total number of calendar days within the relevant Interest Period.

n_b means the number of Business Days in the relevant Interest Period in respect of which the Benchmark was equal to or greater than the Lower Limit and equal to or lower than the Upper Limit, in each case as determined by the Calculation Agent.

N_b means the total number of Business Days within the relevant Interest Period.

Lower Limit means, in respect of the relevant Interest Period, the limit specified in the applicable Final Terms.

Benchmark means, in respect of any calendar day (in respect of the definition of **n**) or, as applicable, Business Day (in respect of the definition of **n_b**) of the relevant Interest Period:

- if Reference Rate **USD-LIBOR** is specified as the applicable Benchmark in the Final Terms, the rate equal to the Floating Rate for such day that would be determined by the Calculation Agent under an interest rate swap transaction if it were acting as Calculation Agent for that swap transaction under the terms of an agreement incorporating the 2006 ISDA Definitions and under

which the Floating Rate Option is "USD-LIBOR-BBA" (as defined in the 2006 ISDA Definitions) for a period of the Designated Maturity as specified in the Final Terms (without reference to any Reset Date). If on any Benchmark Day, such rate does not appear on Reuters Screen LIBOR01 Page, USD-LIBOR will be determined by the Calculation Agent as aforesaid in accordance with the Floating Rate Option "USD-LIBOR-Reference Banks" (as defined in the 2006 ISDA Definitions) for a period of the Designated Maturity as specified in the Final Terms (without reference to any Reset Date).

- if Reference Rate **GBP-LIBOR** is specified as the applicable Benchmark in the Final Terms, the rate equal to the Floating Rate for such day that would be determined by the Calculation Agent under an interest rate swap transaction if it were acting as Calculation Agent for that swap transaction under the terms of an agreement incorporating the 2006 ISDA Definitions and under which the Floating Rate Option is "GBP-LIBOR-BBA" (as defined in the 2006 ISDA Definitions) for a period of the Designated Maturity as specified in the Final Terms (without reference to any Reset Date). If on any Benchmark Day, such rate does not appear on Reuters Screen LIBOR01 Page, GBP-LIBOR will be determined by the Calculation Agent as aforesaid in accordance with the Floating Rate Option "GBP-LIBOR-Reference Banks" (as defined in the 2006 ISDA Definitions) for a period of the Designated Maturity as specified in the Final Terms (without reference to any Reset Date).

- if Reference Rate **EURIBOR** is specified as the applicable Benchmark in the Final Terms, the rate equal to the Floating Rate for such day that would be determined by the Calculation Agent under an interest rate swap transaction if it were acting as Calculation Agent for that swap transaction under the terms of an agreement incorporating the 2006 ISDA Definitions and under which the Floating Rate Option is "EUR-EURIBOR-Reuters" (as defined in the 2006 ISDA Definitions) for a period of the Designated Maturity as specified in the Final Terms (without reference to any Reset Date). If on any Benchmark Day, such rate does not appear on Reuters Screen EURIBOR01 Page, EURIBOR will be determined by the Calculation Agent as aforesaid in accordance with the Floating Rate Option "EUR-EURIBOR-Reference Banks" (as defined in the 2006 ISDA Definitions) for a period of the Designated Maturity as specified in the Final Terms (without reference to any Reset Date).

- if Reference Rate **EUR-CMS** is specified as the applicable Benchmark in the Final Terms, the rate equal to the Floating Rate for such day that would be determined by the Calculation Agent under an interest rate swap transaction if it were acting as Calculation Agent for that swap transaction under the terms of an agreement incorporating the 2006 ISDA Definitions and under which the Floating Rate Option is "EUR-ISDA-EURIBOR Swap Rate-11:00" (as defined in the 2006 ISDA Definitions) for a period of the Designated Maturity as specified in the Final Terms (without Reference to any Reset Date), and appearing on Reuters Screen ISDAFIX2 Page as at 11.00 a.m. (Frankfurt time) under the heading "EURIBOR BASIS – FRF" and above the caption "11:00 AM FRANKFURT". If on any Benchmark Day, such rate does not appear on Reuters Screen ISDAFIX2 Page, EUR-CMS will be determined by the Calculation Agent as aforesaid in accordance with the Floating Rate Option "EUR-Annual Swap Rate-Reference Banks" (as defined in the 2006 ISDA Definitions) for a period of the Designated Maturity specified in the applicable Final Terms (without reference to any Reset Date).

- if Reference Rate **USD-CMS** is specified as the applicable Benchmark in the Final Terms, the rate equal to the Floating Rate for such day that would be determined by the Calculation Agent under an interest rate swap transaction if it were acting as Calculation Agent for that swap transaction under the terms of an agreement incorporating the 2006 ISDA Definitions and under which the Floating Rate Option is "USD-ISDA-Swap Rate" (as defined in the 2006 ISDA Definitions) for a period of the Designated Maturity as specified in the Final Terms (without Reference to any Reset Date), and appearing on Reuters Screen ISDAFIX1 Page as at 11.00 a.m. (New York time). If on any Benchmark day, such rate does not appear on Reuters Screen ISDAFIX1 Page, USD-CMS will be determined by the Calculation Agent as aforesaid in accordance with the Floating Rate Option

"USD-CMS-Reference Banks" (as defined in the 2006 ISDA Definitions) for a period of the Designated Maturity as specified in the Final Terms (without reference to any Reset Date).

For the purposes hereof, (i) the value of the Benchmark on any calendar day of the relevant Interest Period which is not a Benchmark Day shall be deemed to be the value ascribed to the Benchmark on the first preceding Benchmark Day and (ii) the value of the Benchmark on each of the last four TARGET2 Business Days of any Interest Period shall be deemed to be the value ascribed to the Benchmark on the fifth TARGET2 Business Day (or the Benchmark Day immediately preceding such fifth TARGET2 Business Day if such fifth TARGET2 Business Day is not a Benchmark Day) preceding the Interest Payment Date relating to such Interest Period.

Benchmark Day means, if the relevant Benchmark is:

- USD-LIBOR or GBP-LIBOR, a day (other than a Saturday or Sunday) on which banks are open for business (including dealings in foreign exchange and deposit in USD) in London;

- EURIBOR or EUR-CMS, a day (other than a Saturday or Sunday) on which the TARGET2 System is operating; and

- USD-CMS, a day (other than a Saturday or Sunday) on which banks are open for business in New York.

Upper Limit means, in respect of the relevant Interest Period, the limit specified in the applicable Final Terms.

3.2.5 *Determination of Rate of Interest and Interest Amount in respect of Floating Rate Notes*

The Calculation Agent will at or as soon as practicable after each time at which the Rate of Interest is to be determined, determine the Rate of Interest for the relevant Interest Period.

The CalculationAgent will calculate the amount of interest (the **Interest Amount**) payable on the Floating Rate Notes in respect of each Specified Denomination for the relevant Interest Period. Each Interest Amount shall be calculated by applying the Rate of Interest to each Specified Denomination, multiplying such sum by the applicable Day Count Fraction, and rounding the resultant figure to the nearest sub-unit (defined below) of the relevant Specified Currency, half of any such sub-unit being rounded upwards or otherwise in accordance with applicable market convention.

Floating Rate Notes may provide for a method of calculating interest which does not require any Day Count Fraction as interest payable on each specified Interest Payment Date is determined by applying the Rate of Interest to the Specified Denomination, as detailed in the applicable Final Terms.

3.2.6 *Notification of Rate of Interest and Interest Amount*

The CalculationAgent will cause the Interest Amount for each Interest Period and the relevant Interest Payment Date to be notified to the Issuer, the Guarantor and any stock exchange on which the relevant Structured Notes are for the time being listed and notice thereof to be published in accordance with Condition 13 as soon as possible after the calculation thereof (provided that, in the case of notification to any stock exchange, such notice will be given by no later than the first day of the relevant Interest Period or, if that is impossible due to the date fixed for such calculation, as soon as practicable on or after such date). Each Interest Amount and Interest Payment Date so notified may subsequently be amended (or appropriate alternative arrangements made by way of adjustment) without prior notice in the event of an extension or shortening of the Interest Period. Any such amendment will be promptly notified to each stock exchange on which the relevant Structured Notes are for the time being listed and to the Noteholders in accordance with Condition 13. For the purposes of these Conditions, the expression **Luxembourg Business Day** means a day (other than a Saturday or a Sunday) on which banks and foreign exchange markets are open for general business in Luxembourg.

3.3 Interest on Structured Notes

When the applicable Final Terms specify that "*Structured Interest Note Provisions*" is applicable, this Condition 3.3 applies.

The applicable Final Terms contain provisions applicable to the determination of interest amount and must be read in conjunction with this Condition 3.3 for full information on the manner in which interest is calculated on Structured Notes. In particular, the applicable Final Terms will specify the Interest Commencement Date, the Interest Payment Date(s), the Structured Interest Amount, the Business Day Convention and the relevant Day Count Fraction if applicable.

3.3.1 *Structured Interest Amount(s)*

The Structured Interest Amount payable in respect of the Structured Notes shall be determined as follows:

Structured Interest Amount = Specified Denomination multiplied by the Product Formula described in the Additional Terms and Conditions relating to Formulae corresponding to the Reference of the Product specified in the applicable Final Terms.

For the purpose of this Condition 3.3.1:

Product Formula shall have the meaning given to it in the Additional Terms and Conditions relating to Formulae.

3.3.2 *Calculation of Interest Amount in respect of Structured Notes*

The Calculation Agent will at or as soon as practicable after each time at which the Interest Amount is to be calculated, calculate the Interest Amount for the relevant Interest Period. The Calculation Agent will notify the CalculationAgent of the Interest Amount for the relevant Interest Period as soon as practicable after calculating the same (but in no event later than the first Business Day after such calculation).

The Calculation Agent will calculate the Interest Amount payable on the Structured Notes in respect of each Specified Denomination for the relevant Interest Period. Each Interest Amount shall be calculated in accordance with the formula as specified in the Additional Terms and Conditions relating to formulae, multiplying such sum by the applicable Day Count Fraction, and rounding the resultant figure to the nearest sub-unit (defined below) of the relevant Specified Currency, half of any such sub-unit being rounded upwards or otherwise in accordance with applicable market convention.

Structured Notes may provide for a method of calculating interest which does not require any Day Count Fraction as interest payable on each specified Interest Payment Date is determined by applying the Structured Interest Amount to the Specified Denomination, as detailed in the applicable Final Terms.

3.3.3 *Notification of Rate of Interest and Interest Amount*

The CalculationAgent will cause the Interest Amount for each Interest Period and the relevant Interest Payment Date to be notified to the Issuer, the Guarantor and any stock exchange on which the relevant Structured Notes are for the time being listed and notice thereof to be published in accordance with Condition 13 as soon as possible after the calculation thereof (provided that, in the case of notification to any stock exchange, such notice will be given by no later than the first day of the relevant Interest Period or, if that is impossible due to the date fixed for such calculation, as soon as practicable on or after such date). Each Interest Amount and Interest Payment Date so notified may subsequently be amended (or appropriate alternative arrangements made by way of adjustment) without prior notice in the event of an extension or shortening of the Interest Period. Any such amendment will be promptly notified to each stock exchange on which the relevant Structured Notes are for the time being listed and to the Noteholders in accordance with Condition 13. For the purposes of these Conditions, the

expression **Luxembourg Business Day** means a day (other than a Saturday or a Sunday) on which banks and foreign exchange markets are open for general business in Luxembourg.

3.4 Zero Coupon Notes

When the applicable Final Terms specify that "*Zero Coupon Note Provisions*" is applicable, this Condition 3.4 applies.

In particular, the applicable Final Terms will specify the Accrual Yield, the Reference Price and the Day Count Fraction in relation to Early Redemption Amounts and late payment (pursuant to the provisions of Condition 5.8 and 5.15).

Where a Zero Coupon Note becomes due and repayable and is not paid when due, the amount due and repayable (the **Amortised Face Amount**) shall be an amount equal to:

(A) the Reference Price; and

(B) the product the product of the Accrual Yield (compounded annually) being applied to the Reference Price from the date fixed for redemption or (as the case may be) the date upon which such Note becomes due and repayable

and notified in accordance with Condition 3.2.5, *mutatis mutandis*.

3.5 Partly Paid Notes

In the case of Partly Paid Notes (other than Partly Paid Notes which are Zero Coupon Notes), interest will accrue as aforesaid on the paid-up nominal amount of such Notes.

3.6 Accrual of Interest

Each Note (or in the case of the redemption of part only of a Note, that part only of such Note) will cease to bear interest (if applicable) from the due date for its redemption unless payment of principal (or, in the case of any Physical Delivery Note, transfer of the Deliverable Asset(s) in respect of the Physical Delivery Amount) is improperly withheld or refused (provided that, in the case of any Physical Delivery Amount, transfer shall not be deemed to have been improperly withheld or refused where such transfer is delayed by reason of circumstances beyond the control of the relevant Issuer or any of its Agents). In such event, interest will continue to be calculated and to accrue until whichever is the earlier of:

(1) the date on which all amounts due in respect of such Note have been paid; and

(2) five days after the date on which the full amount of the moneys payable in respect of such Note has been received by the Fiscal Agent and notice to that effect has been given to the Noteholders in accordance with Condition 13.

3.7 Certain definitions relating to the calculation of interest

Day Count Fraction means, in respect of the calculation of an amount of interest for any Interest Period, the following (provided that the Day Count Fraction applicable to Floating Rate Notes denominated in euro shall be Actual/360):

- if **Actual/Actual (ICMA)** is specified in the applicable Final Terms:

(a) in the case of Notes where the number of days in the relevant period from (and including) the most recent Interest Payment Date (or, if none, the Interest Commencement Date) to (but excluding) the relevant payment date (the **Accrual Period**) is equal to or shorter than the Determination Period during which the Accrual Period ends, the number of days in such

Accrual Period divided by the product of (I) the number of days in such Determination Period and (II) the number of Determination Dates (as specified in the applicable Final Terms, the **Determination Dates** and each a **Determination Date**) that would occur in one calendar year; or

(b) in the case of Notes where the Accrual Period is longer than the Determination Period during which the Accrual Period ends, the sum of:

(I) the number of days in such Accrual Period falling in the Determination Period in which the Accrual Period begins divided by the product of (x) the number of days in such Determination Period and (y) the number of Determination Dates that would occur in one calendar year; and

(II) the number of days in such Accrual Period falling in the next Determination Period divided by the product of (x) the number of days in such Determination Period and (y) the number of Determination Dates that would occur in one calendar year;

- if **30/360** is specified in the applicable Final Terms and the Notes are Fixed Rate Notes, the number of days in the period from (and including) the most recent Interest Payment Date (or, if none, the Interest Commencement Date) to (but excluding) the relevant payment date (such number of days being calculated on the basis of a year of 360 days with 12 30-day months) divided by 360;

- if **Actual/Actual (ISDA)** or **Actual/Actual** is specified in the applicable Final Terms, the actual number of days in the Interest Period divided by 365 (or, if any portion of that Interest Period falls in a leap year, the sum of (I) the actual number of days in that portion of the Interest Period falling in a leap year divided by 366 and (II) the actual number of days in that portion of the Interest Period falling in a non-leap year divided by 365);

- if **Actual/365 (Fixed)** is specified in the applicable Final Terms, the actual number of days in the Interest Period divided by 365;

- if **Actual/365 (Sterling)** is specified in the applicable Final Terms, the actual number of days in the Interest Period divided by 365 or, in the case of an Interest Payment Date falling in a leap year, 366;

- if **Actual/360** is specified in the applicable Final Terms, the actual number of days in the Interest Period divided by 360;

- if **30/360**, **360/360** or **Bond Basis** is specified in the applicable Final Terms and the Notes are variable rate Notes, the number of days in the Interest Period divided by 360, calculated on a formula basis as follows:

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

where:

Y_1 is the year, expressed as a number, in which the first day of the Interest Period falls;

Y_2 is the year, expressed as a number, in which the day immediately following the last day of the Interest Period falls;

M_1 is the calendar month, expressed as a number, in which the first day of the Interest Period falls;

M_2 is the calendar month, expressed as a number, in which the day immediately following the last day of the Interest Period falls;

D_1 is the first calendar day, expressed as a number, of the Interest Period, unless such number is 31, in which case D_1 will be 30; and

D_2 is the calendar day, expressed as a number, immediately following the last day included in the Interest Period, unless such number would be 31 and D_1 is greater than 29, in which case D_2 will be 30;

- if **30E/360** or **Eurobond Basis** is specified in the applicable Final Terms, the number of days in the Interest Period divided by 360, calculated on a formula basis as follows:

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

where:

Y_1 is the year, expressed as a number, in which the first day of the Interest Period falls;

Y_2 is the year, expressed as a number, in which the day immediately following the last day of the Interest Period falls;

M_1 is the calendar month, expressed as a number, in which the first day of the Interest Period falls;

M_2 is the calendar month, expressed as a number, in which the day immediately following the last day of the Interest Period falls;

D_1 is the first calendar day, expressed as a number, of the Interest Period, unless such number would be 31, in which case D_1 will be 30; and

D_2 is the calendar day, expressed as a number, immediately following the last day included in the Interest Period, unless such number would be 31, in which case D_2 will be 30;

- if **30E/360 (ISDA)** is specified in the applicable Final Terms, the number of days in the Interest Period divided by 360, calculated on a formula basis as follows:

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

where:

Y_1 is the year, expressed as a number, in which the first day of the Interest Period falls;

Y_2 is the year, expressed as a number, in which the day immediately following the last day of the Interest Period falls;

M_1 is the calendar month, expressed as a number, in which the first day of the Interest Period falls;

M_2 is the calendar month, expressed as a number, in which the day immediately following the last day of the Interest Period falls;

D_1 is the first calendar day, expressed as a number, of the Interest Period, unless (i) that day is the last day of February or (ii) such number would be 31, in which case D_1 will be 30; and

D_2 is the calendar day, expressed as a number, immediately following the last day included in the Interest Period, unless (i) that day is the last day of February but not the Maturity Date or (ii) such number would be 31, in which case D_2 will be 30.

Determination Period means each period from (and including) a Determination Date to (but excluding) the next Determination Date (including, where either the Interest Commencement Date or the final Interest Payment Date is not a Determination Date, the period commencing on the first Determination Date prior to, and ending on the first Determination Date falling after, such date).

Interest Commencement Date means the date from which a Note accrues interest (as specified in the applicable Final Terms). If no Interest Commencement Date is specified in the applicable Final Terms, the Issue Date shall be deemed to be the Interest Commencement Date.

Interest Period means, unless otherwise specified in the applicable Final Terms, the period beginning on (and including) the Interest Commencement Date and ending on (but excluding) the first Interest Payment Date and each successive period beginning on (and including) an Interest Payment Date and ending on (but excluding) the next Interest Payment Date or such other period as is specified in the applicable Final Terms.

Interest Rate$_{(i-1)}$ means, in respect of an Interest Period, the Rate of Interest determined by the Calculation Agent in respect of the immediately preceding Interest Period. For the avoidance of doubt, Interest Rate$_{(i-1)}$ is expressed as a rate per annum.

Issue Date means the date specified as such in the applicable Final Terms. On the Issue Date, the relevant clearing systems debit and credit accounts in accordance with instructions received by them.

sub-unit means, with respect to any currency other than euro, the lowest amount of such currency that is available as legal tender in the country of such currency and, with respect to euro, means one cent.

3.7 Rounding generally

In connection with the calculation of any amount payable in respect of the Notes (including, without limitation, interest) and unless otherwise provided in these Terms and Conditions, such amounts will, if necessary, be rounded to the nearest sub-unit (as defined above) of the relevant Specified Currency, half of any such sub-unit being rounded upwards.

3.8 Certificates to be final

All certificates, communications, opinions, determinations, calculations, quotations and decisions given, expressed, made or obtained for the purposes of the provisions of this Condition 3, by the Fiscal Agent or, if applicable, the Calculation Agent, shall (in the absence of wilful default, bad faith, manifest error or proven error) be binding on the Issuer, the Guarantor, the Fiscal Agent, the Calculation Agent (if applicable) the other Paying Agents and all Noteholders, Receiptholders and Couponholders and (in the absence of wilful default or bad faith) no liability to the Issuer, the Guarantor, the Noteholders, the Receiptholders or the Couponholders shall attach to the Fiscal Agent or, if applicable, the Calculation Agent, in connection with the exercise or non-exercise by it of its powers, duties and discretions pursuant to such provisions.

4. PAYMENTS

For the purposes of this Condition 4, references to payment or repayment (as the case may be) of principal and/or interest and other similar expressions will, where the context so admits, be deemed also to refer to Delivery of the Deliverable Asset(s) with respect to any Physical Delivery Amount(s).

4.1 Method of Payment

4.1.1 *Dematerialised Notes*

Payments of principal and interest in respect of Dematerialised Notes shall (in the case of Dematerialised Notes in bearer dematerialised form or administered registered form) be made by

transfer to the account (denominated in the relevant currency) of the relevant Euroclear France Account Holders for the benefit of the Noteholders and (in the case of Dematerialised Notes in fully registered form) to accounts (denominated in the relevant currency) with a Bank designated by the Noteholders. All payments validly made to such accounts of such Euroclear France Account Holders or Noteholders will be an effective discharge of the Issuer in respect of such payments.

4.1.2 *Materialised Bearer Notes*

Subject as provided below and, in the case of Physical Delivery Notes, subject also as provided in the applicable Final Terms:

(1) payments in a Specified Currency (other than euro or Renminbi) will be made by credit or transfer to an account in the relevant Specified Currency maintained by the payee with, or, at the option of the payee, by a cheque in such Specified Currency drawn on, a bank in the principal financial centre(s) of the country of such Specified Currency (which, if the Specified Currency is Australian dollars, shall be Sydney and, if the Specified Currency is Canadian dollars, shall be Montreal);

(2) payments in euro will be made by credit or transfer to a euro account (or any other account to which euro may be credited or transferred) specified by the payee or, at the option of the payee, by a euro cheque;

(3) payments in Renminbi shall be made solely by credit to a Renminbi bank account maintained at a bank in Hong Kong in accordance with applicable laws, rules, regulations and guidelines issued from time to time;

(4) in the case of any Note which is a Physical Delivery Note that is to be redeemed by the transfer of the Deliverable Asset(s), transfer of the Deliverable Asset(s) in respect of any Physical Delivery Amount will be effected (a) by the Delivery to, or to the order of, the Noteholder of the relevant Deliverable Asset(s), (b) to, or to the order of, the Noteholder at the risk of the relevant Noteholder in such manner as may be specified in the transfer notice (the **Transfer Notice**, the form of which is annexed to the French law Agency Agreement) and subject to compliance with applicable securities laws; and

(5) in the case of Physical Delivery Notes, if the applicable Final Terms specify that "*Issuer's option to vary method of settlement*" is "Yes" (pursuant to the provisions of Condition 5.12) or where a Settlement Disruption Event (pursuant to the provisions of Condition 16) has occurred.

Payments will be subject in all cases to any fiscal or other laws and regulations applicable thereto in the place of payment, but without prejudice to the provisions of Condition 6.

In this Condition 4.1:

Deliver means, in respect of any Deliverable Asset, to deliver, novate, transfer (including, where the applicable Deliverable Asset is a guarantee, transfer the benefit of the guarantee), assign or sell, as appropriate, in a manner customary for the settlement of the applicable Deliverable Asset (which shall include executing all necessary documentation and taking any other necessary actions), in order to convey all right, title and interest in the Deliverable Asset free and clear of any and all liens, charges, claims or encumbrances (including, without limitation, any counterclaim, defence (other than an Exempt Counterclaim or Defence) or right of set off by or of the obligor with respect to the Deliverable Asset); provided that where the Deliverable Asset is a Loan Participation, **Deliver** means to create (or procure the creation) of a participation in favour of the Noteholder and, where the Deliverable Asset is a guarantee, **Deliver** means to Deliver both the guarantee and the underlying obligation to which such guarantee relates. **Delivery** and **Delivered** will be construed accordingly. In the case of a loan (being any obligation that is documented by a term loan agreement, revolving loan agreement or other similar

credit agreement), Delivery shall be effected using documentation substantially in the form of the documentation customarily used in the relevant market for Delivery of such loan at that time;

Exempt Counterclaim or **Defence** means, in respect of any Deliverable Asset, any defence based upon (a) any lack or alleged lack of authority or capacity of the relevant obligor with respect to the Deliverable Asset to enter into the Deliverable Asset or, where the Deliverable Asset is a guarantee, the obligor in respect of the guarantee and/or the obligor in respect of the underlying obligation to which such guarantee relates, (b) any actual or alleged unenforceability, illegality, impossibility or invalidity with respect to any Deliverable Asset or, where the Deliverable Asset is a guarantee, the guarantee and/or the underlying obligation to which such guarantee relates, however described, (c) any applicable law, order, regulation, decree or notice, however described, or the promulgation of, or any change in, the interpretation by any court, tribunal, regulatory authority or similar administrative or judicial body with competent or apparent jurisdiction of any applicable law, order, regulation, decree or notice, however described, or (d) the imposition of, or any change in, any exchange controls, capital restrictions or any other similar restrictions imposed by any monetary or other authority, however described; and

Loan Participation means a loan in respect of which, pursuant to a participation agreement, the relevant Issuer is capable of creating, or procuring the creation of, a contractual right in favour of the relevant Noteholder that provides the Noteholder with recourse to the participation seller for a specified share in any payments due under the relevant loan which are received by such participation seller, any such agreement to be entered into between the Noteholder and the Issuer (to the extent the Issuer is then a lender or a member of the relevant lending syndicate).

4.2 Presentation of Definitive Materialised Bearer Notes, Receipts and Coupons

Payments of principal in respect of Definitive Materialised Bearer Notes will (subject as provided below) be made in the manner provided in paragraph (i) above only against presentation and surrender (or, in the case of part payment of any sum due, endorsement) of such Notes, and payments of interest in respect of Definitive Materialised Bearer Notes will (subject as provided below) be made as aforesaid only against presentation and surrender (or, in the case of part payment of any sum due, endorsement) of Coupons, in each case at the specified office of any Paying Agent outside the United States (which expression, as used herein, means the United States of America (including the States and the District of Columbia, and its possessions)). Payments under paragraph (i) above made, at the option of the bearer of such Note or Coupon, by cheque shall be mailed or delivered to an address outside the United States furnished by such bearer. Subject to any applicable laws and regulations, such payments made by transfer will be made in immediately available funds to an account maintained by the payee with a bank located outside the United States. No payment in respect of any definitive Note or Coupon will be made upon presentation of such definitive Note or Coupon at any office or agency of the Issuer, the Guarantor or any Paying Agent in the United States, nor will any such payment be made by transfer to an account, or by mail to an address, in the United States.

Payments of instalments of principal (if any) in respect of Definitive Materialised Bearer Notes, other than the final instalment, will (subject as provided below) be made in the manner provided in paragraph (i) above only against presentation and surrender (or, in the case of part payment of any sum due, endorsement) of the relevant Receipt in accordance with the preceding paragraph. Payment of the final instalment will be made in the manner provided in paragraph (i) above only against presentation and surrender (or, in the case of part payment of any sum due, endorsement) of the relevant Note in accordance with the preceding paragraph. Each Receipt must be presented for payment of the relevant instalment together with the definitive Note to which it appertains. Receipts presented without the Definitive Materialised Bearer Note to which they appertain do not constitute valid obligations of the Issuer or, if applicable, the Guarantor.

Upon the date upon which any Definitive Materialised Bearer Note becomes due and repayable, unmatured Receipts (if any) relating thereto (whether or not attached) shall become void and no payment will be made in respect thereof.

Fixed Rate Notes in definitive form (other than Structured Notes or Physical Delivery Notes) should be presented for payment together with all unmatured Coupons appertaining thereto (which expression shall for this purpose include Coupons falling to be issued on exchange of matured Talons), failing which the amount of any missing unmatured Coupon (or, in the case of payment not being made in full, the same proportion of the amount of such missing unmatured Coupon as the sum so paid bears to the sum due) will be deducted from the sum due for payment. Each amount of principal so deducted will be paid in the manner mentioned above against surrender of the relative missing Coupon at any time before the expiry of ten years after the Relevant Date (as defined in Condition 6) in respect of such principal (whether or not such Coupon would otherwise have become void under Condition 7) or, if later, five years from the date on which such Coupon would otherwise have become due, but in no event thereafter.

Upon any Fixed Rate Note in definitive form becoming due and repayable prior to its Maturity Date, all unmatured Talons (if any) appertaining thereto will become void and no further Coupons will be issued in respect thereof.

Upon the date on which any Floating Rate Note, Structured Note or Physical Delivery Note in definitive form becomes due and repayable, unmatured Coupons and Talons (if any) relating thereto (whether or not attached) shall become void and no payment or, as the case may be, exchange for further Coupons shall be made in respect thereof. Where any Floating Rate Note, Structured Note or Physical Delivery Note which is settled by way of cash is presented for redemption without all unmatured Coupons appertaining thereto, payment of all amounts due in relation to such Note shall be made only against the provision of such indemnity as the relevant Issuer and (if applicable) the Guarantor may decide.

If the due date for redemption of any Definitive Materialised Bearer Note is not an Interest Payment Date, interest (if any) accrued in respect of such Note from (and including) the preceding Interest Payment Date or, as the case may be, the Interest Commencement Date shall be payable only against surrender of the relevant Definitive Materialised Bearer Note.

4.3 Payments subject to Fiscal Laws

All payments are subject in all cases to any applicable fiscal or other laws, regulations and directives in any jurisdiction (whether by operation of law or agreement of the Issuer or its Agents) and the Issuer will not be liable for any taxes or duties or whatever nature imposed or levied by such laws, regulations, directives or agreements but without prejudice to the provisions of Condition 6. No commission or expenses shall be charged to the Noteholders or Couponholders in respect of such payments.

4.4 Payment Business Day

If the date for payment of any amount in respect of any Note, Receipt or Coupon is not a Payment Business Day, the holder thereof shall instead be entitled to payment: (i) on the next following Payment Business Day in the relevant place, if "Following Payment Business Day" is specified in the applicable Final Terms; or (ii) on the next following Payment Business Day in the relevant place, unless the date for payment would thereby fall into the next calendar month, in which event such date for payment shall be brought forward to the immediately preceding Payment Business Day in the relevant place, if "Modified Following Payment Business Day" is specified in the applicable Final Terms; provided that if neither "Following Payment Business Day" nor "Modified Following Payment Business Day" is specified in the applicable Final Terms, "Following Payment Business Day" shall be deemed to apply. In the event that any adjustment is made to the date for payment in accordance with this Condition 4.4, the relevant amount due in respect of any Note, Receipt or Coupon shall not be affected by any such adjustment.

For these purposes, **Payment Business Day** means a day (other than a Saturday or a Sunday) (A) (i) in the case of Dematerialised Notes, on which Euroclear France is open for business or (ii) in the case of Definitive Materialised Bearer Notes, on which banks and foreign exchange markets are open for business in the relevant place of presentation, (B) in such jurisdictions as shall be specified as **Financial Centre(s)** in the applicable Final Terms and (C) (i) in the case of a payment in a currency other than

euro, where payment is to be made by transfer to an account maintained with a bank in the relevant currency, on which foreign exchange transactions may be carried on in the relevant currency in the principal financial centre of the country of such currency (which, if the relevant currency is Renminbi, shall be Hong Kong) or (ii) in the case of a payment in euro, on which the TARGET2 System is open.

4.5 Bank

For the purpose of this Condition 4, **Bank** means a bank in the principal financial centre of the relevant currency or, in the case of euro, in a city in which banks have access to the TARGET2 System.

4.6 Interpretation of Principal and Interest

Any reference in these Terms and Conditions to "principal" in respect of the Notes shall be deemed to include, as applicable:

(1) the Optional Redemption Amount(s) (if any) of the Notes (as specified in the applicable Final Terms);

(2) the Automatic Early Redemption Amount(s) of the Notes (as specified in the applicable Final Terms);

(3) the Final Redemption Amount of the Notes or, in the case of Italian Certificates, the Final Exercise Amount (as specified in the applicable Final Terms);

(4) the Early Trigger Level Redemption Amount of the Notes (as defined in Condition 5.6);

(5) the Early Redemption Amount(s) of the Notes (as specified in the applicable Final Terms) payable on redemption for taxation reasons or upon the occurrence of an Event of Default;

(6) in relation to Instalment Notes, the Instalment Amount(s) (as specified in the applicable Final Terms);

(7) in relation to Zero Coupon Notes, the Amortised Face Amount (as defined in Condition 3.4); and

(8) any additional amounts which may be payable with respect to principal under Condition 6;

(9) any premium and any other amounts (other than interest) which may be payable by the Issuer under or in respect of the Notes.

Any reference in these Terms and Conditions to “interest” in respect of the Notes shall be deemed to include, as applicable, any additional amounts which may be payable with respect to interest under Condition 6.

Any reference in these Terms and Conditions to "interest accrued" or "accrued interest" shall be deemed to include any Arrears of Interest suspended as provided in Condition 3.6.

In the case of Physical Delivery Notes, references in these Terms and Conditions to principal and/or interest and Physical Delivery Amount(s) shall mean such amount less any expenses, fees, stamp duty, levies or other amounts including, but not limited to, any taxes or duties arising from the delivery or transfer of Deliverable Assets payable on or in respect of the relevant Physical Delivery Amount(s).

4.7 Currency unavailability

This paragraph shall apply when payment is due to be made in respect of any Note, Receipt or Coupon in the Specified Currency and the Specified Currency is not available to the Issuer or the Guarantor (as applicable) due to the imposition of exchange controls, the Specified Currency's replacement or disuse or other circumstances beyond the control of the Issuer or the Guarantor (as applicable) (**Currency Unavailability**). In the event of Currency Unavailability, the Issuer or the Guarantor (as applicable) will be entitled to satisfy its obligations to the holder of such Note, Receipt or Coupon by making payment in euro or U.S. dollars on the basis of the spot exchange rate at which the Specified Currency is offered in exchange for euro or U.S. dollars (as applicable) in an appropriate inter-bank market at noon, Paris time, four Business Days prior to the date on which payment is due or, if such spot exchange rate is not available on that date, as of the most recent prior practicable date. Any payment made in euro or U.S. dollars (as applicable) in accordance with this paragraph will not constitute an Event of Default.

4.8 Payment on French Law Notes listed on SIX Swiss Exchange

In the case of French Law Notes listend on the SIX Swiss Exchange, the relevant Swiss Paying Agency Agreement shall supplement and modify the Agency Agreement for the purposes of the relevant Notes, including providing for the appointment of a Principal Swiss Paying Agent (which shall at all times be a bank or securities dealer that is subject to supervision by the Swiss Financial Market Supervisory Authority FINMA) that will perform certain duties including, *inter alia,* those which relate to Swiss capital market customs and payment instructions and providing for the appointment of Swiss Paying Agents to act as paying agents in Switzerland for the Notes.

5. REDEMPTION AND PURCHASE

5.1 Redemption at maturity

Unless previously redeemed or purchased and cancelled as specified in the Conditions below, each Note will be redeemed by the Issuer, on the Maturity Date, at a Final Redemption Amount specified in the applicable Final Terms (the **Final Redemption Amount**).

The Final Redemption Amount shall be determined in accordance with one of the following options:

Option 1:

Final Redemption Amount = at par

Option2:

Final Redemption Amount = Specified Denomination multiplied by a percentage specified in the applicable Final Terms;

Options 3:

Final Redemption Amount = Specified Denomination multiplied by a Product Formula described in the Additional Terms and Conditions relating to Formulae corresponding to the Reference of the Product specified in the applicable Final Terms.

In the case of Physical Delivery Notes, such Notes will be redeemed by the transfer of the Deliverable Asset(s) specified in the applicable Final Terms, or determined in the manner specified in the Additional Terms and Conditions relating to Formulae, in the relevant Specified Currency or, if applicable, converted into the relevant Specified Currency, on the Maturity Date.

5.2 Redemption for tax reasons

The Notes may be redeemed at the option of the Issuer or, as the case may be, the Guarantor in whole, but not in part, at any time (in the case of the Notes other than Floating Rate Notes or any other interest bearing Notes in respect of which the Rate of Interest is not calculated on a fixed rate basis (Structured Interest Notes)) or on any Interest Payment Date (in the case of Floating Rate Notes or Structured Interest Notes), on giving not less than 30 nor more than 45 days' notice to the Fiscal Agent and, in accordance with Condition 13, the Noteholders (which notice shall be irrevocable), if:

(1) immediately prior to the giving of such notice the Issuer or the Guarantor has or will become obliged to pay additional amounts as provided or referred to in Condition 6 as a result of any change in, or amendment to, the laws or regulations of a Tax Jurisdiction (as defined in Condition 6) or any change in the application or official interpretation of such laws or regulations, which change or amendment becomes effective on or after the Issue Date of the first Tranche of the Notes; and

(2) such obligation cannot be avoided by the Issuer or, as the case may be, the Guarantor taking reasonable measures available to it,

provided that no such notice of redemption shall be given earlier than 90 days prior to the earliest date on which the Issuer or, as the case may be, the Guarantor would be obliged to pay such additional amounts were a payment in respect of the Notes then due.

Notes redeemed pursuant to this Condition 5.2 will be redeemed at their Early Redemption Amount referred to in paragraph 0 below together (if appropriate) with accrued interest to (but excluding) the date of redemption.

5.3 Special Tax Redemption

If the Issuer or, as the case may be, the Guarantor would, on the occasion of the next payment of principal or interest in respect of the Notes, be prevented by the law of a Tax Jurisdiction from causing payment to be made to the Noteholders of the full amount then due and payable, notwithstanding the undertaking to pay additional amounts contained in Condition 6, then the Issuer or the Guarantor, as the case may be, shall forthwith give notice of such fact to the Fiscal Agent and the Issuer or the Guarantor, as the case may be, shall, upon giving not less than seven nor more than 45 days' prior notice to the Noteholders in accordance with Condition 13, forthwith redeem all, but not some only, of the Notes at their Early Redemption Amount, together, if appropriate, with accrued interest, on the latest practicable Interest Payment Date on which the Issuer or the Guarantor, as the case may be, could make payment of the full amount then due and payable in respect of the Notes, provided that if such notice would expire after such Interest Payment Date the date for redemption pursuant to such notice to Noteholders shall be the later of:

(1) the latest practicable date on which the Issuer or the Guarantor, as the case may be, could make payment of the full amount then due and payable in respect of the Notes; and

(2) 14 days after giving notice to the Fiscal Agent as aforesaid.

5.4 Final Terms

Notes cannot be redeemed prior to their Maturity Date (except as otherwise provided in Conditions 4.2 and 4.3 and in Condition 8), except if the applicable Final Terms applicable to the Notes indicate that such Notes will be (i) redeemable at the option of the Issuer (in accordance with the provisions of Conditions 5.5 and 5.6 and/or the Noteholders (in accordance with the provisions of Condition 5.7) or (ii) early redeemable (in accordance with the provisions of Conditions 5.8 and 5.9) prior to such Maturity Date on the date or dates and at the amount or amounts indicated in the applicable Final Terms.

5.5 Redemption at the option of the Issuer

This Condition applies to Notes which are subject to redemption prior to the Maturity Date at the option of the Issuer other than for taxation reasons.

When the applicable Final Terms specify that "*Redemption at the option of the Issuer*"" is applicable, this Condition 5.5 applies.

The applicable Final Terms will specify the optional redemption amount(s) (the **Optional Redemption Amount(s)**), the optional redemption date(s) (the **Optional Redemption Date(s)**) and the Notice Period.

5.5.1 *Optional Redemption Amount(s)*

The Optional Redemption Amount(s) shall be determined in accordance with one of the following options:

Option 1

Optional Redemption Amount = Specified Denomination multiplied by a percentage indicated in the applicable Final Terms

Option 2

Optional Redemption Amount shall be determined on the basis of the Final Redemption Amount as defined in te applicable Final Terms, calculated on the valuation date linked to the relevant Optional Redemption Date.

Option 3

Optional Redemption Amount shall be equal to the Market Value (as defined in Condition 5.8 below);

and for each of the options above, if relevant and appropriate, with interest accrued to the relevant Optional Redemption Date(s).

5.5.2 *Redemption in part*

If "*Redemption in part*" is applicable, the applicable Final Terms will specify the Minimum Redemption Amount and the Maximum Redemption Amount.

5.5.2.1 Minimum Redemption Amount and Maximum Redemption Amount

Any such partial redemption must be equal to a nominal amount not less than a minimum redemption amount (the **Minimum Redemption Amount**) and not more than a maximum redemption amount (the **Maximum Redemption Amount**), each amount as specified in the applicable Final Terms.

In the case of a redemption of some Materialised Notes only, the notice to holders of such Materialised Notes shall also contain the serial numbers of the Definitive Materialised Bearer Notes to be redeemed which shall have been drawn in such place and in such manner as may be fair and reasonable in the circumstances, taking account of prevailing market practices, subject to compliance with any applicable laws and stock exchange requirements.

In the case of a partial redemption of Dematerialised Notes, the redemption may be effected either (i) by reducing the nominal amount of all such Dematerialised Notes in a Series in proportion to the aggregate nominal amount redeemed by application of a pool factor or (ii) by redeeming in full some only of such Dematerialised Notes (a reduction in nominal amount) and, in such latter case, the choice between

those Dematerialised Notes that will be fully redeemed and those Dematerialised Notes of any Series that will not be redeemed shall be made in accordance with article R. 213-16 of the *Code monétaire et financier*, subject to compliance with any other applicable laws and stock exchange requirements.

5.5.3 *Notice Period*

The Issuer may having given notice to the Noteholders (in accordance with Condition 13) pursuant to a notice period (the **Notice Period**) specified in the applicable Final Terms (which notice shall be irrevocable and shall specify the date fixed for redemption), redeem all or some only of the Notes then outstanding on any Optional Redemption Date(s) and the Optional Redemption Amount(s).

All Notes in respect of which any such notice is given shall be redeemed on the date specified in such notice in accordance with this Condition.

In respect of any Note, any notice given by the Issuer pursuant to this Condition 5.5.3 shall be void and of no effect in relation to that Note in the event that, prior to the giving of such notice by the Issuer, the holder of such Note had already delivered a Put Notice in relation to that Note in accordance with Condition 5.7.

5.6 Trigger redemption at the option of the Isssuer

This Condition applies to Notes which are subject to redemption prior to the Maturity Date at the option of the Issuer, in the event that at any time during the life of the Notes and for any reason whatsoever, the Aggregate Outstanding Nominal Amount of the Notes equals or falls below the Outstanding Amount Trigger Level. Then the Issuer shall have the right at its sole and absolute discretion exercised reasonably, and subject to any applicable law and regulation, to redeem all (but not some only) of the remaining outstanding Notes early at their Early Trigger Level Redemption Amount upon giving not less than fifteen (15) Business Days' notice in accordance with Condition 13 specifying the basis upon which such early redemption was effected.

For the purpose of this Condition:

Aggregate Outstanding Nominal Amount means, at any time, the product of (a) the Specified Denomination and (b) the number of Notes outstanding held at such time by Noteholders other than Société Générale or its affiliates for their own account as determined in good faith by the Fiscal Agent in consultation with the clearing institution(s) in or through which the Notes are held and transactions in such Notes are cleared.

Early Trigger Level Redemption Amount means the Early Redemption Amount for such Notes as determined in accordance with Condition 5.8(5).

Outstanding Amount Trigger Level means 10% of the Aggregate Nominal Amount of the Notes initially issued or, if different from 10%, the level specified as such in the applicable Final Terms.

5.7 Redemption at the option of the Noteholders

This Condition applies to Notes which are subject to redemption prior to the Maturity Date at the option of the Noteholders.

When the applicable Final Terms specify that "*Redemption at the option of the Noteholders*"" is applicable, this Condition 5.7 applies. The applicable Final Terms will specify the optional redemption amount(s) (the **Optional Redemption Amount(s)**), the optional redemption date(s) (the **Optional Redemption Date(s)**) and the Notice Period (as defined below).

5.7.1 *Optional Redemption Amount(s)*

The Optional Redemption Amount(s) shall be determined in accordance with one of the following options:

Option 1

Optional Redemption Amount = Specified Denomination multiplied by a percentage as indicated in the applicable Final Terms

Option 2

Optional Redemption Amount shall be determined on the basis of the Final Redemption Amount as defined in the applicable Final Terms, calculated on the valuation date linked to the relevant Optional Redemption Date.

Option 3

Optional Redemption Amount shall be equal to the Market Value (as defined in Condition 5.8 below);

and for each of the options above, if relevant and appropriate, with interest accrued to the relevant Optional Redemption Date

A Noteholder shall have the option to require the Issuer to redeem any Note, upon such Noteholder giving notice to the Issuer (in accordance with Condition 13) pursuant to a notice period (the **Notice Period**) specified in the applicable Final Terms.

The Issuer will, upon the expiry of such notice, redeem, subject to, and in accordance with, the terms specified in the applicable Final Terms, in whole (but not in part), such Note on the Optional Redemption Date**(s** and at the Optional Redemption Amount(s specified in the applicable Final Terms together, if appropriate, with interest accrued to but excluding the Optional Redemption Date(s). It may be that before an option to require the Issuer to redeem any Note can be exercised, certain conditions and/or circumstances will need to be satisfied.

To exercise the right to require redemption of a Note the Noteholder must, if the Note is a Materialised Bearer Note or a Dematerialised Note and is held outside a Clearing System, deposit with any Paying Agent at its specified office a duly completed option exercise notice (the **Put Notice**) in the form obtained from any Paying Agent or the Registration Agent, as the case may be, within the notice period. In the case of Materialised Bearer Notes, the Put Notice shall have attached to it such Note(s) (together with all unmatured Receipts and Coupons and unexchanged Talons). In the case of Dematerialised Notes, the Noteholder shall transfer, or cause to be transferred, the Dematerialised Notes to be redeemed to the account of the Paying Agent specified in the Put Notice.

If the Note is a Materialised Bearer Note and is held through a Clearing System, to exercise the right to require redemption of the Note, the Noteholder must, within the notice period, give notice to the Fiscal Agent of such exercise in accordance with the standard procedures of the Clearing System (which may include notice being given on his instruction by such Clearing System or any common depositary for them to the Fiscal Agent by electronic means) in a form acceptable to such Clearing System from time to time.

Notwithstanding the foregoing, the right to require redemption of such Notes in accordance with this Condition 5.7 must be exercised in accordance with the rules and procedures of the Clearing System and if there is any inconsistency between the above and the rules and procedures of the relevant Clearing System, then the rules and procedures of the relevant Clearing System shall prevail.

For the purposes of this Condition, **Clearing System** shall mean Euroclear France, Euroclear, Clearstream, Luxembourg and/or any other clearing system or institution through which the Notes are

held for the time being and such shall include (where appropriate) any relevant central securities depository relating thereto.

Any Put Notice given by a holder of any Note pursuant to this paragraph (g) shall be:

(1) irrevocable except where prior to the due date of redemption an Event of Default has occurred and is continuing in which event such holder, at its option, may elect by notice to the Issuer to withdraw the notice given pursuant to this Condition and instead to declare such Note forthwith due and payable pursuant to Condition 7 below; and

(2) void and of no effect in relation to such Note in the event that, prior to the giving of such Put Notice by the relevant holder (A) such Note constituted a Redeemed Note (as defined in Condition 5.5.2.2 above), or (B) the Issuer had notified the Noteholders of its intention to redeem all of the Notes in a Series then outstanding, in each case pursuant to Condition 5.5.

5.8 Early Redemption Amounts

For the purpose of Condition 5.2 and Condition 7, the Notes will be redeemed at the Early Redemption Amount calculated as follows:

(1) in the case of Notes with a Final Redemption Amount equal to the Issue Price, at the Final Redemption Amount thereof; or

(2) in the case of Notes (other than Zero Coupon Notes) with a Final Redemption Amount which is or may be less or greater than the Issue Price or which is payable in a Specified Currency other than that in which the Notes are denominated, at the amount specified in the applicable Final Terms or, if no such amount is so specified in the Final Terms, at their nominal amount; or

(3) in the case of Physical Delivery Notes, as determined in the manner specified in the applicable Final Terms; or

(4) in the case of Zero Coupon Notes, at the Amortised Face Amount; or

(5) if Market Value is specified in the applicable Final Terms as the Early Redemption Amount, at an amount determined by the Calculation Agent, which, on the due date for the redemption of the Note, shall represent the fair market value of the Notes and shall have the effect (after taking into account the costs of unwinding any hedging arrangements entered into in respect of the Notes) of preserving for the Noteholders the economic equivalent of the obligations of the Issuer to make the payments in respect of the Notes which would, but for such early redemption, have fallen due after the relevant early redemption date. For the avoidance of doubt, for the purpose of calculating the Market Value following an Event of Default pursuant to Condition 8 only, in determining the fair market value of the Notes, no account shall be taken of the creditworthiness of

(i) the Issuer, who shall be deemed to be able to perform fully its obligations in respect of the Notes or

(ii) the Guarantor, which shall be deemed to be able to perform fully its obligations in respect of the Guarantee. In respect of Notes bearing interest, notwithstanding the last sentence of Condition 5.2, the ninth line of Condition 5.3 and the first paragraph of Condition 7, the Early Redemption Amount, as determined by the Calculation Agent in accordance with this paragraph shall include any accrued interest to (but excluding) the relevant early redemption date and apart from any such interest included in the Early Redemption Amount, no interest, accrued or otherwise, or any other amount whatsoever will be payable by the Issuer or, as the case may be, the Guarantor in respect of such redemption; or

Where such calculation is to be made for a period of less than a full year, it shall be made on the basis of the Day Count Fraction, if applicable, specified in the applicable Final Terms.

5.9 Automatic Early Redemption Amount(s)

When the applicable Final Terms specify that "*Automatic Early Redemption*" is applicable, this Condition 5.9 applies. The applicable Final Terms will specify the automatic early redemption amount(s) (**Automatic Early Redemption Amount(s)**) and the automatic early redemption date(s) (**Automatic Early Redemption Date(s)**).

The Automatic Early Redemption Amount shall be determined as follows:

Automatic Early Redemption Amount = Specified Denomination multiplied by a Product Formula described in the Additional Terms and Conditions relating to Formulae corresponding to the Reference of the Product specified in the applicable Final Terms.

For the purpose of this Condition 5.9:

Product Formula shall have the meaning given to it in the Additional Terms and Conditions relating to Formulae.

5.10 Instalments Notes

When the applicable Final Terms specify that "*Instalment Notes Provisions*" is applicable, this Condition 5.10 applies. The applicable Final Terms will specify the instalment amount(s) (**Instalment Amount(s)**) and the instalment date(s) (**Instalment Date(s)**).

In the case of early redemption, the Early Redemption Amount will be determined pursuant to Condition 5.8.

5.11 Partly Paid Notes

When the applicable Final Terms specify that "*Partly Paid Notes Provisions*" is applicable, this Condition 5.11 applies. The applicable Final Terms will specify the part payment amount(s) (**Part Payment Amount(s)**) and the part payment date(s) (**Part Payment Date(s)**).

Partly Paid Notes will be subscribed at the Part Payment Amounts and on the Part Payment Dates. The obligation to pay a Part Payment Amount on the relevant Part Payment Date is only incurred by the holders of the Notes on such Part Payment Date.

Partly Paid Notes will be redeemed on the Maturity Date at their nominal amount and on any Optional Redemption Date or Optional Redemption Date at their paid-up nominal amount as at the date fixed for redemption.

In the event that any Noteholder fails to pay a Part Payment Amount on the relevant Part Payment Date (such date a **Part Payment Default Date**), any such Notes held by such Noteholder shall automatically be redeemed on the relevant Early Redemption Date, at the Settlement Amount.

For the purposes of this Condition 5.11:

Early Redemption Date means, in respect of any Note, the seventh Payment Business Day following a Part Payment Default Date;

Settlement Amount means, in respect of any Note, an amount determined by the Calculation Agent in accordance with the following formula:

Max [0; [Paid-up Nominal Amount – Unwinding Costs]]

where:

Paid-up Nominal Amount means, in respect of any Part Payment Date, the paid-up nominal amount of the relevant Note up to (and including) the applicable Part Payment Date. Interest will neither accrue nor be payable in respect of the period from and including the applicable Part Payment Default Date to and including the applicable Early Redemption Date; and

Unwinding Costs means the pro-rata share, in respect of each Note, of the losses (expressed as a positive number) or the gains (expressed as a negative number) of unwinding all hedging arrangements (taking into account the present value of any Part Payment Amount(s) remaining to be paid in respect of the Notes) entered into or purchased by the Issuer and/or the Guarantor in respect of the Notes.

5.12 Physical Delivery Notes

When the applicable Final Terms specify that "*Physical Delivery Note Provisions*" is applicable, this Condition 5.12 applies. In particular, the applicable Final Terms will specify the Deliverable Asset(s), the Physical Delivery Amount, the provisions governing whether transfer of Deliverable Asset(s) or payment of a cash sum will apply, Issuer's option to vary method of settlement, the method of transfer of Deliverable Asset(s) in respect of Physical Delivery Amount.

For the purpose of these Terms and Conditions:

Deliverable Asset(s) means the deliverable asset(s) which may be either (i) the Underlying(s) of the Notes specified under the paragraph "*Underlying(s)*" in the applicable Final Terms or (ii) a component of the Underlying(s) of the Notes specified under the subparagraph "*Deliverable Asset(s)*" in the applicable Final Terms or (iii) in the case of Credit Linked Notes, the Specified Deliverable Obligation(s) subject to the provisions of the Additional Terms and Conditions for Credit Linked Notes.

5.12.1 *Physical Delivery Amount*

The Physical Delivery Amount will be determined:

(i) if "*Deliverable Asset(s)*" is specified in the applicable Final Terms as being the Underlying(s) which may be a Share, an ADR or an ETF, and calculated in the manner described in the applicable Final Terms under the paragraph "*Final Redemption Amount*" and if applicable, the paragraph "*Automatic Early Redemption Amount(s)*"; or

(ii) if "*Deliverable Asset(s)*" is different from the Underlying(s) specified in the applicable Final Terms and may be a share, an American depositary receipt or an exchange traded fund, and calculated in the manner described in the applicable Final Terms under the paragraph "*Final Redemption Amount*" and if applicable, the paragraph "*Automatic Early Redemption Amount(s)*"; or

(iii) with "*Deliverable Asset(s)*", in respect of Credit Linked Notes, as being specified in the applicable Final Terms as "Specified Deliverable Obligation(s), in the manner described in the applicable Final Terms under the paragraph "*Final Redemption Amount*" and if applicable, the paragraph "*Automatic Early Redemption Amount(s)*".

5.12.2 *Method of transfer of Deliverable Asset(s) in respect of Physical Delivery Amount*

When the settlement of a Physical Delivery Note is by way of physical delivery, the delivery any Physical Delivery Amount in respect of Physical Delivery Notes (including, without limitation, liability for the costs of transfer of Deliverable Asset(s)) will be made through Clearstream, Luxembourg or Euroclear or other relevant clearance institution (a **Clearing System**).

The Deliverable Asset(s) will be delivered at the risk of the relevant Noteholder in such manner as may be specified in the transfer notice pursuant to which such Deliverable Assets are delivered (the **Transfer Notice**), the form of which is annexed to the Agency Agreement) and, notwithstanding Condition 1.2, no

additional payment or delivery will be due to a Noteholder where any Deliverable Asset(s) is/are delivered after their due date in circumstances beyond the control of either the relevant Issuer or the Settlement Agent. The Transfer Notice will be delivered using the transfer procedures currently utilised by the relevant Clearing System.

A Noteholder's entitlement to any Physical Delivery Amount will be evidenced:

(i) by the Noteholder's account balance appearing on the records of the relevant Clearing System and

(ii) in the case of Credit Linked Notes, by the account balances appearing in the records of the Relevant Clearing System or, if necessary, the number of Notes held by each Noteholder as notified to the Fiscal Agent by the Relevant Clearing System.

Any delivery of Deliverable Assets will only be made in compliance with applicable securities laws.

5.12.3 *Issuer's option to vary method of settlement*

When the applicable Final Terms specify that "*Issuer's option to vary method of settlement*" is applicable, the Issuer may, in its sole and absolute discretion, elect to pay or cause to be paid Noteholders the Final Redemption Amount on the Maturity Date in lieu of its obligation to deliver or procure delivery of the Physical Delivery Amount. Notification of any such election will be given to Noteholders in accordance with Condition 13.

5.13 Purchases

The Issuer or (if applicable) the Guarantor shall have the right at all times to purchase Notes (provided that, in the case of Materialised Notes, all unmatured Receipts, Coupons and Talons appertaining thereto are purchased at any price in the open market or otherwise, in accordance with applicable laws and regulations.

In the case of Notes issued by Société Générale or SG Option Europe, all Notes purchased by the Issuer may be held and resold in accordance with Article L. 213-1-A of the French *Code monétaire et financier* for the purpose of enhancing the liquidity of the Notes. Such Issuers may not hold Notes for a period of more than one year from the date of purchase in accordance with Article D. 213-1-A of the French *Code monétaire et financier*.

5.12 Cancellation

All Notes purchased for cancellation by or on behalf of the Issuer will forthwith be cancelled, in the case of Dematerialised Notes, by transfer to an account in accordance with the rules and procedures of Euroclear France and, in the case of Materialised Bearer Notes, by surrendering the Temporary Global Certificate and the Definitive Materialised Bearer Notes in question together with all unmatured Receipts and Coupons and all unexchanged Talons to a Paying Agent and, in each case, if so transferred or surrendered, shall, together with all Notes redeemed by the Issuer be cancelled forthwith (together with, in the case of Dematerialised Notes, all rights relating to payment of interest and other amounts relating to such Dematerialised Notes and, in the case of Materialised Notes, all unmatured Receipts, Coupons and Talons appertaining thereto or surrendered therewith). Any Notes so cancelled or, where applicable, transferred or surrendered for cancellation may not be reissued or resold and the obligations of the Issuer in respect of any such Notes shall be discharged.

5.13 Late Payment on Zero Coupon Notes

If the amount payable in respect of any Zero Coupon Note upon redemption of such Zero Coupon Note, pursuant to paragraph Conditions 5.1, 5.2, 5.3, 5.5 and 5.7 or upon its becoming due and repayable as provided in Condition 8 is improperly withheld or refused, the amount due and repayable in respect of

such Zero Coupon Note shall be the amount calculated as provided in Condition 5.8 (4) as though the references therein to the date fixed for the redemption or the date upon which the Zero Coupon Note becomes due and repayable were replaced by references to the date which is the earlier of:

(1) the date on which all amounts due in respect of the Zero Coupon Note have been paid; and

(2) five days after the date on which the full amount of the moneys payable in respect of such Zero Coupon Notes has been received by the Fiscal Agent and notice to that effect has been given to the Noteholders in accordance with Condition 13.

6. TAXATION

6.1 In the case of Notes issued by SG Issuer, Société Générale, SG Option Europe or SGA Société Générale Acceptance N.V., all payments in respect of such Notes, Receipts and Coupons or under the Guarantee shall be made free and clear of, and without withholding or deduction for or on account of, any present or future taxes, duties, assessments or governmental charges of whatever nature imposed, levied, collected, withheld or assessed by or on behalf of any Tax Jurisdiction unless such withholding or deduction is required by law.

6.2 In the event that any amounts are required to be deducted or withheld for, or on behalf of, any Tax Jurisdiction, the relevant Issuer or, as the case may be, the Guarantor shall, to the fullest extent permitted by law, pay such additional amount as may be necessary, in order that each Noteholder, Receiptholder or Couponholder, after deduction or withholding of such taxes, duties, assessments or governmental charges, will receive the full amount then due and payable provided that no such additional amount shall be payable with respect to any Note, Receipt or Coupon:

(1) the holder of which is liable to such taxes, duties, assessments or governmental charges in respect of such Note, Receipt or Coupon by reason of his being connected with Luxembourg (in the case of payments by SG Issuer) Curaçao (in the case of payments by SGA Société Générale Acceptance N.V.) or France (in the case of payments by Société Générale or SG Option Europe) other than by the mere holding of such Note, Receipt or Coupon; or

(2) presented for payment more than 30 days after the Relevant Date (as defined below), except to the extent that the holder thereof would have been entitled to an additional amount on presenting the same for payment on such 30th day assuming that day to have been a Payment Business Day (as defined in Condition 4.7); or

(3) in respect of Private Placement Notes, if the applicable Final Terms indicate that no such additional amounts shall be payable; or

(4) where such withholding or deduction (i) is imposed on a payment to an individual beneficial owner or a residual entity and is required to be made pursuant to European Council Directive 2003/48/EC on the taxation of savings income or any law (whether in or outside the European Union) implementing or complying with, or introduced in order to conform to, such Directive or (ii) is required to be made pursuant to any agreements between the European Community and other countries or territories providing for measures equivalent to those laid down in the EU Savings Tax Directive or any law or other governmental regulation implementing or complying with, or introduced in order to conform to, such agreements; or

(5) where such withholding or deduction is imposed on a payment and is required to be made pursuant to laws enacted by Switzerland providing for the taxation of payments according to principles similar to those laid down in the European Council Directive 2003/48/EC on the taxation of savings income, in particular the principle to have a person other than the Issuer or Guarantor to withhold or deduct the tax, such as, without limitation, any paying agent; or

(6) presented for payment by or on behalf of a holder who would have been able to avoid such withholding or deduction by presenting the relevant Note, Receipt or Coupon to another Paying Agent in a Member State of the European Union.

In these Terms and Conditions:

Tax Jurisdiction means Luxembourg or any political subdivision or any authority thereof or therein having power to tax (in the case of payments by SG Issuer), Curaçao or any political subdivision or any authority thereof or therein having power to tax (in the case of payments by SGA Société Générale Acceptance N.V.) or France or any political subdivision or any authority thereof or therein having power to tax (in the case of payments by Société Générale or SG Option Europe); and

Relevant Date means the date on which the relevant payment first becomes due, except that, if the full amount of the moneys payable has not been duly received by the Fiscal Agent (or, in the case of Materialised Notes, the holders of such Materialised Notes) on or prior to such due date, it means the date on which, the full amount of such moneys having been so received, notice to that effect is duly given to the Noteholders in accordance with Condition 13.

7. PRESCRIPTION

The Notes (and any relative Receipts and Coupons) will become void unless claims in respect of principal and/or interest are made within a period of ten years (in the case of principal) and five years (in the case of interest) after the Relevant Date (as defined in Condition 6) therefor.

The Luxembourg act dated 3 September 1996 on the involuntary dispossession of bearer securities, as amended (the **Involuntary Dispossession Act 1996**) requires that any amount that(is payable under the Notes, (but has not yet been paid to the holders of the Notes), in the event that (i) an opposition has been filed in relation to the Notes and (ii) the Notes mature prior to becoming forfeited (as provided for in the Involuntary Dispossession Act 1996), is paid to the Caisse des consignations in Luxembourg until the opposition has been withdrawn or the forfeiture of the Notes occurs.

8. EVENTS OF DEFAULT

The holder of any such Note may give written notice to the relevant Issuer and (if applicable) the Guarantor that the Notes are, and they shall accordingly forthwith become, immediately due and repayable at their Early Redemption Amount, together with, if appropriate and subject as otherwise provided herein, interest accrued to the date of repayment, upon the occurrence of any of the following events (each an **Event of Default**):

(1) default by the Issuer is made in the payment of any interest or principal due in respect of the Notes of a Series or any of them and such default continues for a period of 30 days unless the Guarantor shall have remedied such default before the expiry of such period, and save that the late delivery of any Deliverable Assets in the circumstances referred to in Condition 4 shall not constitute an Event of Default hereunder; or

(2) the Issuer fails to perform or observe any of its other obligations under or in respect of the Notes of a Series and the failure continues for a period of 60 days next following the service on the Issuer and (if applicable) the Guarantor of a notice requiring the same to be remedied (except in any case where such failure is incapable of remedy, by the Issuer or the Guarantor, in which case no such continuation hereabove mentioned will be required); or

(3) the Issuer institutes or has instituted against it by a regulator, supervisor or any similar official with primary insolvency, rehabilitative or regulatory jurisdiction over it in the jurisdiction of its incorporation or the jurisdiction of its head office, or the Issuer consents to a proceeding seeking a judgment of insolvency or bankruptcy or any other relief under any bankruptcy or insolvency law or other similar law affecting creditors' rights, or the Issuer consents to a petition

for its winding-up or liquidation by it or by such regulator, supervisor or similar official, provided that proceedings instituted or petitions presented by creditors and not consented to by the Issuer shall not constitute an Event of Default; or

(4) in the case of any Series of Notes in respect of which the Guarantee is stated as being applicable, the Guarantee ceases to be in full force and effect in respect of such Series of Notes, the Receipts or the Coupons, or notice is given by the Guarantor which would cause the Guarantee to cease to be in full force and effect in respect of such Series of Notes, the Receipts or the Coupons, or is rendered void for any cause or by any means whatsoever or any legislation is introduced the result of which would be to remove the benefit of the Guarantee from the Notes, the Receipts or the Coupons, or terminate or amend the same in a manner materially adverse to the interests of the Noteholders, the Receiptholders or the Couponholders, or the Guarantor is unable to perform its obligations thereunder for any reason; or

(5) in the case of any Secured Notes, if the Collateral Monitoring Agent delivers a Required Collateral Default Notice in relation to a Collateral Pool securing such Secured Notes.

9. REPLACEMENT OF NOTES, RECEIPTS, COUPONS AND TALONS

If, in the case of any Materialised Bearer Notes, a Definitive Materialised Bearer Note (and/or any Receipt, Coupon or Talon appertaining thereto) is lost, stolen, mutilated, defaced or destroyed, it may be replaced, subject to applicable laws, regulations and stock exchange regulations at the specified office of the Fiscal Agent, in each case on payment by the claimant of the costs and expenses as may be incurred in connection therewith and on such terms as to evidence, security and indemnity (which may provide, *inter alia*, that if any allegedly lost, stolen or destroyed Definitive Materialised Bearer Note (and/or any Receipt, Coupon or Talon appertaining thereto) is subsequently presented for payment or, as the case may be, for exchange for further Coupons, there shall be paid to the Issuer on demand the amount payable by the Issuer in respect of such Definitive Materialised Bearer Notes (and/or, as the case may be, Receipts, Coupons or further Coupons appertaining thereto)) and otherwise as the Issuer and, if applicable, the Guarantor may reasonably require. Mutilated or defaced Definitive Materialised Bearer Notes (and/or any Receipt, Coupon or Talon appertaining thereto) must be surrendered before replacements will be issued. The replacement of Notes in bearer form and receipts, coupons and talons relating to Notes in bearer form, in the case of loss or theft, is subject to the procedure of the Involuntary Dispossession Act 1996.

10. APPOINTMENT OF AGENTS

The names of the initial Fiscal Agent and the other initial Paying Agent and their initial specified offices are set out below (except with respect to Materialised Notes). In addition, the Fiscal Agent may (with the prior written consent of the relevant Issuer and (if applicable) the Guarantor) delegate certain of its functions and duties in relation to Physical Delivery Notes to a settlement agent (the **Settlement Agent**).

In relation to Notes listed on the SIX Swiss Exchange, the Issuer will maintain a Principal Swiss Paying Agent having a specified office in Switzerland (which shall at all times be a bank or securities dealer that is subject to supervision by the Swiss Financial Market Supervisory Authority (FINMA)) whose duties will be set out in the Swiss Paying Agency Agreement.

The Issuer and (if applicable) the Guarantor are entitled to vary or terminate the appointment of any Paying Agent or Settlement Agent and/or appoint additional or other Paying Agents or Settlement Agents and/or approve any change in the specified office through which any Paying Agent or Settlement Agent acts, provided that (except with respect to Materialised Notes):

(1) so long as the Notes are listed on any stock exchange or admitted to trading or listing by another relevant authority, there will at all times be a Paying Agent (which may be the Fiscal

Agent) with a specified office in such place as may be required by the rules and regulations of the relevant stock exchange; and

(2) there will at all times be a Paying Agent (which may be the Fiscal Agent) with a specified office in a city in Europe; and

(3) in the case of Dematerialised Notes in fully registered form, there will at all times be a Registration Agent; and

(4) there will at all times be a Paying Agent in a Member State of the European Union (a **Member State**) that will not be obliged to withhold or deduct tax pursuant to European Council Directive 2003/48/EC or any law implementing or complying with, or introduced in order to conform to, such Directive (any such Directive or law, an **EU Savings Directive Tax Law**) to the extent that any Member State does not maintain any obligation to so withhold or deduct pursuant to any EU Savings Directive Tax Law; and

(5) there will at all times be a Fiscal Agent.

Any variation, termination, appointment or change shall only take effect (other than in the case of insolvency, when it shall be of immediate effect) after not less than 30 or more than 45 days' prior notice thereof shall have been given to the Noteholders in accordance with Condition 13.

If in connection with any Series of Notes:

(i) the Calculation Agent specified in the applicable Final Terms is Société Générale or Société Générale Bank & Trust, its appointment will be governed by the terms of the calculation agency agreement set out in the Agency Agreement (the **Calculation Agency Agreement**); or

(ii) in the event that a Calculation Agent other than Société Générale or Société Générale Bank & Trust is appointed in connection with any such Series of Notes, the terms of its appointment will be summarised in the applicable Final Terms.

11. EXCHANGE OF TALONS

On and after the Interest Payment Date on which the final Coupon comprised in any Coupon sheet issued in respect of any Materialised Bearer Note, matures, the Talon (if any) forming part of such Coupon sheet may be surrendered at the specified office of the Fiscal Agent or any other Paying Agent in exchange for a further Coupon sheet including (if such further Coupon sheet does not include Coupons to (and including) the final date for the payment of interest due in respect of the Note to which it appertains) a further Talon, subject to the provisions of Condition 7. Each Talon shall, for the purposes of these Terms and Conditions, be deemed to mature on the Interest Payment Date on which the final Coupon comprised in the relative Coupon sheet matures.

12. REPRESENTATION OF NOTEHOLDERS

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

Except if the applicable Final Terms specifiy that the Masse will be governed by the full provisions of the French *Code de Commerce* applicable to the Masse, the Masse will be governed by the provisions of the French *Code de Commerce* with the exception of articles L. 228-48, L. 228-59, R. 228-63, R. 228-67 and R. 228-69 of the French *Code de Commerce* and subject to the following provisions:

12.1 Legal Personality

The Masse will be a separate legal entity and will act in part through a representative (the **Representative**) and in part through a general meeting of the Noteholders (the **General Meeting**).

The Masse alone, to the exclusion of all individual Noteholders, shall exercise the common rights, actions and benefits which now or in the future may accrue respectively with respect to the Notes.

12.2 Representative

The office of Representative may be conferred on a person of any nationality. However, the following persons may not be chosen as Representatives:

(1) the Issuer, the members of its Supervisory Board (*Commission de Surveillance*), its general manager (*directeur général*), its statutory auditors, or its employees as well as their ascendants, descendants and spouse; or

(2) companies guaranteeing all or part of the obligations of the Issuer, their respective managers (*gérants*), general managers, members of their Board of Directors (*Conseil d'administration)*, Management Board (*Directoire* or *Comité de Direction*), or Supervisory Board (*Conseil de surveillance* or *Commission de Surveillance*), their statutory auditors, or employees as well as their ascendants, descendants and spouse; or

(3) companies holding 10 per cent. or more of the share capital of the Issuer or companies having 10 per cent. or more of their share capital held by the Issuer; or

(4) persons to whom the practice of banker is forbidden or who have been deprived of the right of directing, administering or managing an enterprise in whatever capacity.

The names and addresses of the initial Representative of the Masse and its alternate will be set out in the relevant Final Terms. The Representative appointed in respect of the first Tranche of any Series of Notes will be the Representative of the single Masse of all Tranches in such Series.

The Representative will be entitled to such remuneration in connection with its functions or duties as set out in the relevant Final Terms.

In the event of death, retirement or revocation of appointment of the Representative, such Representative will be replaced by another Representative. In the event of the death, retirement or revocation of appointment of the alternate Representative, an alternate will be elected by the General Meeting.

All interested parties will at all times have the right to obtain the name and address of the Representative and the alternate Representative at the head office of the Issuer and the specified offices of any of the Paying Agents.

12.3 Powers of Representative

The Representative shall have the power to take all acts of management necessary in order to defend the common interests of the Noteholders.

All legal proceedings against the Noteholders, or initiated by them, must be brought by or against the Representative.

The Representative may not be involved in the management of the affairs of the Issuer.

12.4 General Meeting

A General Meeting may be held at any time, on convocation either by the Issuer or by the Representative. One or more Noteholders, holding together at least one-30th of the principal amount of the Notes outstanding, may address to the Issuer and the Representative a demand for convocation of the General Meeting. If such General Meeting has not been convened within two months after such request, the Noteholders may commission one of their members to petition a competent court in Paris to appoint an agent (*mandataire*) who will call the General Meeting.

Notice of the date, hour, place and agenda of any General Meeting will be published as provided under Condition 13.

Each Noteholder has the right to participate in a General Meeting in person or by proxy. Each Note carries the right to one vote or, in the case of Notes issued with more than one Specified Denomination, one vote in respect of each multiple of the lowest Specified Denomination comprised in the principal amount of the Specified Denomination of such Note.

12.5 Powers of the General Meetings

The General Meeting is empowered to deliberate on the dismissal and replacement of the Representative and the alternate Representative and to act with respect to any other matter that relates to the common rights, actions and benefits which may accrue now or in the future with respect to the Notes, including authorising the Representative to act (in legal proceedings) as plaintiff or defendant.

The General Meeting may further deliberate on any proposal relating to the modification of the Conditions including any proposal, whether for arbitration or settlement, relating to rights in controversy or which were the subject of judicial decisions, it being specified, however, that the General Meeting may not increase amounts payable by Noteholders, nor establish any unequal treatment between the Noteholders.

General Meetings may deliberate validly on first convocation only if Noteholders present or represented hold at least a fifth of the principal amount of the Notes at such time outstanding. On second convocation, no quorum shall be required. Decisions at meetings shall be taken by a two-third majority of votes cast by Noteholders attending such General Meetings or represented thereat.

In accordance with Article R.228-71 of the French *Code de commerce*, the right of each Noteholder to participate in General Meetings will be evidenced by the entries in the books of the relevant Euroclear France Account Holder of the name of such Noteholder as of 0:00, Paris time, on the third business day in Paris preceding the date set for the meeting of the relevant general assembly.

Decisions of General Meetings must be published in accordance with the provisions in Condition 13.

12.6 Information to Noteholders

Each Noteholder or Representative thereof will have the right, during the 15-day period preceding the holding of each General Meeting, to consult or make a copy of the text of the resolutions which will be proposed and of the reports which will be presented at the General Meeting, all of which will be available for inspection by the relevant Noteholders at the principal office of the Issuer, at the specified offices of any of the Paying Agents and at any other place specified in the notice of the General Meeting.

12.7 Expenses

The Issuer will pay all expenses relating to the operation of the Masse, including expenses relating to the calling and holding of General Meetings and, more generally, all administrative expenses resolved upon by the General Meeting, it being expressly stipulated that no expenses may be imputed against interest payable under the Notes.

12.8 Single Masse

The holders of Notes of the same Series, and the holders of Notes of any other Series which have been assimilated with the Notes of another Series in accordance with Condition 13, shall, for the defence of their respective common interests, be grouped in a single Masse. The Representative appointed in respect of the first Series of Notes issued will be the Representative of the single Masse of all such Series.

12.9 In respect of SG Issuer only, the provisions of articles 86 to 94-8 of the Luxembourg Act dated 10 August 1915 on commercial companies, as amended, shall not apply to the Notes. Notwithstanding the foregoing, any resolution of the holders of the Notes to amend the corporate objects of the Issuer, the form of the Issuer, to change the nationality of the Issuer and/or increasing the commitments of the shareholders of the Issuer may exclusively be taken, and any meetings of holders of Notes resolving thereupon must be convened and held, in accordance with the Luxembourg act dated 10 August 1915 on commercial companies, as amended (the **Companies Act 1915**), as long as any specific requirements exist under the Companies Act 1915.

For the avoidance of doubt, in this Condition 12, "outstanding" (as such term is defined in the French Law Agency Agreement) shall not include those Notes purchased by the Issuer pursuant to Article L.213-1 A of the French *Code monétaire et financier* that are held by it and not cancelled.

13. NOTICES

13.1 Subject as provided in Condition 13.3, all notices to the holders of Materialised Bearer Notes and Dematerialised Notes in bearer form shall be deemed to be validly given if published in a leading English language daily newspaper of general circulation in Europe (which is expected to be the *Financial Times*) provided that, so long as such Notes are listed on any stock exchange(s) and the rules applicable to such stock exchange so require, notices shall be valid if published in a daily financial newspaper with general circulation in the city/ies where the stock exchange(s) on which such Notes is/are listed, which, in the case of the Luxembourg Stock Exchange, is expected to be the Luxemburger Wort (or the *Tageblatt*) or if published on www.bourse.lu.

The Issuer shall also ensure that notices are duly published in a manner which complies with the rules and regulations of any stock exchange or other relevant authority on which the Notes are for the time being listed or by which they have been admitted to trading. Any such notice will be deemed to have been given (i) on the date of the first publication or, where required to be published in more than one newspaper, on the date of the first publication in all required newspaper(s) or (ii) in the case of publication on a website, on the date on which such notice is first posted on the relevant website.

13.2 Subject as provided in Condition 13.3 and Condition 13.4, all notices to the holders of Dematerialised Notes in registered form (*au nominatif*) shall be deemed to be validly given if either, (i) they are mailed to them at their respective addresses, in which case they will be deemed to have been given on the fourth weekday (being a day other than a Saturday or a Sunday) after the mailing, or, (ii) at the option of the Issuer, they are published in a leading daily newspaper of general circulation in Europe (which is expected to be the *Financial Times*) provided that, so long as such Notes are listed on any stock exchange(s) and the rules applicable to such stock exchange so require, notices shall be valid if published in a daily financial newspaper with general circulation in the city/ies where the stock exchange(s) on which such Notes is/are listed, which, in the case of the Luxembourg Stock Exchange, is expected to be the *Luxemburger Wort* (or the *Tageblatt*) or if published on www.bourse.lu.

13.3 Subject as provided in Condition 13.4, Notices required to be given to the holders of Dematerialised Notes (whether in registered or in bearer form) pursuant to these Conditions may be given by delivery of the relevant notice to Euroclear France, Euroclear, Clearstream, Luxembourg and any other clearing system through which the Notes are for the time being cleared in substitution for the mailing and publication as required by Conditions 13.1 and 13.2; except that (i) so long as such Notes are listed on any stock exchange(s) and the applicable rules to that stock exchange so require, notices shall also be published in a daily financial newspaper with general circulation in the city/ies where the stock

exchange(s) on which such Notes are listed, which, in the case of the Luxembourg Stock Exchange, is expected to be the *Luxemburger Wort* (or the *Tageblatt*) or if published on www.bourse.lu and (ii) notices relating to the convocation and decision(s) of the General Meetings pursuant to Condition 12 shall also be published in a leading daily newspaper of general circulation in Europe (which is expected to be the *Financial Times*).

13.4 In the case of either Condition 13.2 or Condition 13.3, the Issuer shall also ensure that notices are duly published in a manner which complies with the rules and regulations of any stock exchange or other relevant authority on which the Notes are for the time being listed or by which they have been admitted to trading.

13.5 If any such publication pursuant to this Condition is not practicable, notice shall be validly given if published in a leading daily financial newspaper with general circulation in Europe. Any such notice shall be deemed to have been given on the date of such publication or, if published more than once or on different dates, on the date of the first publication as provided above. Couponholders shall be deemed for all purposes to have notice of the contents of any notice given to the holders of Materialised Notes in accordance with this Condition.

14. FURTHER ISSUES AND CONSOLIDATION

The Issuer shall be at liberty from time to time without the consent of the Noteholders, Receiptholders or Couponholders to create and issue further notes ranking *pari passu* in all respects and on the same Terms and Conditions (save for their Issue Date, Interest Commencement Date, Issue Price and/or the amount and date of the first payment of interest thereon), and so that the same shall be consolidated and form a single series with, the outstanding Notes.

The Issuer may from time to time on any Interest Payment Date occurring on or after the date specified for a redenomination of the Notes pursuant to Condition 1, on giving not less than 30 days' prior notice to the Noteholders in accordance with Condition 13, without the consent of Noteholders, Receiptholders or Couponholders, consolidate the Notes with one or more issues of other notes issued by it, whether or not originally issued in one of the European national currencies or in Euro, provided such other notes have been redenominated in Euro (if not originally denominated in Euro) and which otherwise have, in respect of all periods subsequent to such consolidation, the same terms and conditions as the Notes.

15. ADJUSTMENTS AND DISRUPTION – CALCULATIONS AND DETERMINATIONS

15.1 Provisions applicable to Structured Notes

When the applicable Final Terms specify that "*Type of Structured Notes*" is Share Linked Notes and/or ADR Linked Notes and/or ETF Linked Notes and/or Dividend Linked Notes and/or Index Linked Notes and/or SGI Index Linked Notes and/or Fund Linked Notes and/or Commodity Linked Notes and/or Inflation Linked Notes and/or Credit Linked Notes and/or Foreign Exchange Rate Linked Notes and/or Reference Rate Linked Notes and/or Bond Linked Notes, this Condition 15.1 applies.

Share Linked Notes shall be subject to the provisions of the Additional Terms and Conditions for Share Linked Notes;

ADR Linked Notes shall be subject to the provisions of the Additional Terms and Conditions for ADR Linked Notes;

ETF Linked Notes shall be subject to the provisions of the Additional Terms and Conditions for ETF Linked Notes;

Index Linked Notes shall be subject to the provisions of the Additional Terms and Conditions for Index Linked Notes;

SGI Index Linked Notes shall be subject to the provisions of the Additional Terms and Conditions for SGI Index Linked Notes;

Inflation Linked Notes shall be subject to the provisions of the Additional Terms and Conditions for Inflation Linked Notes;

Dividend Linked Notes shall be subject to the provisions of the Additional Terms and Conditions for Dividend Linked Notes;

Fund Linked Notes shall be subject to the provisions of the Additional Terms and Conditions for Fund Linked Notes;

Commodity Linked Notes shall be subject to the provisions of the Additional Terms and Conditions for Commodity Linked Notes;

Foreign Exchange Rate Linked Notes shall be subject to the provisions of the Additional Terms and Conditions for Foreign Exchange Rate Linked Notes

Reference Rate Linked Notes shall be subject to the provisions of the Additional Terms and Conditions for Reference Rate Linked Notes;

Credit Linked Notes shall be subject to the provisions of the Additional Terms and Conditions for Credit Linked Notes;

Bond Linked Notes shall be subject to the provisions of the Additional Terms and Conditions for Bond Linked Notes;

Each of these Additional Terms and Conditions contain, amongst others, provisions for determining any amount where calculation is impossible or impracticable and provisions relating to adjustments with respect to Underlying(s) (when applicable) and any market disruption (including, without limitation and where necessary, appropriate definitions of **Potential Adjustment Events**, **Extraordinary Events** and **Market Disruption Events** and details of the consequences of such events).

15.2 Provisions applicable to Secured Notes

When the applicable Final Terms specify that "*Secured Notes Provisions*" is applicable, this Condition 15.2 applies.

Secured Notes shall be subject to the provisions of the Additional Terms ans Conditions relating to Secured Notes which contain provisions relating to disruption events (including, without limitation and where necessary, appropriate definitions of **Collateral Disruption Event** and **Collateral Settlement Disruption** and details of the consequences of such events).

15.3 Provisions applicable to Physical Delivery Notes

When the applicable Final Terms specify that "*Physical Delivery Note Provisions*" is applicable, this Condition 15.3 applies.

16.3.1 *Provisions applicable to Deliverable Asset(s)*

(i) When "*Deliverable Asset(s)*" is specified in the applicable Final Terms as being the Underlying(s) which may be a Share and/or ADR and/or an ETF, the provisions of the Additional Terms and Conditions for Share Linked Notes and/or the Additional Terms and Conditions for ADR Linked Notes and/or the Additional Terms and Conditions for ETF Linked Notes shall apply;

(ii) When "*Deliverable Asset(s)*" is different from the Underlying(s) specified in the applicable Final Terms and may be a share and/or an American depositary receipt and/or an exchange traded fund, the provisions of the Additional Terms and Conditions for Share Linked Notes and/or the Additional

Terms and Conditions for ADR Linked Notes and/or the Additional Terms and Conditions for ETF Linked Notes shall apply;

(iii) When "*Deliverable Asset(s)*" is, in respect of Credit Linked Notes, specified in the applicable Final Terms as being "Specified Deliverable Obligation(s)", the provisions of the Additional Terms and Conditions for Credit Linked Notes shall apply;

16.3.2 *Settlement Disruption Event*

If a Settlement Disruption Event does prevent delivery of the Physical Delivery Amount on the Maturity Date, then, such delivery shall occur on the first succeeding day on which delivery of the Physical Delivery Amount can take place through the relevant Clearing System (the **Settlement Date**) unless a Settlement Disruption Event prevents delivery for a period of 20 Clearing System Days immediately following the original date that would have been the Settlement Date (the **Delivery Period**). In that latter case, the Issuer shall, in lieu of delivering the Physical Delivery Amount, pay, in respect of each Note, the fair market value of the number of Deliverable Asset(s) to be delivered (the **Fair Market Value**) converted into the Specified Currency at the current exchange rate, if applicable.
The Fair Market Value will be determined by the Calculation Agent on the basis of the market conditions on the first Business Day following the Delivery Period.

(a) If a dividend is paid in respect of the Deliverable Asset(s) from and including the Valuation Date to and, as the case may be, (a) excluding the Delivery Date or (b) including, in the event of a Settlement Disruption Event, the date on which the Fair Market Value is calculated, then, the net dividend amount relating to the number of Deliverable Asset(s) to be delivered per Note (excluding any related tax credit) converted into the Specified Currency at the current exchange rate, if applicable, will be paid in cash to the Noteholders as soon as practicable.

(b) All stamp duties, or other similar taxes and/or duties, in respect of physical delivery of Deliverable Asset(s) shall be borne by the Noteholders.

Provided that in the case of Credit Linked Notes, upon the occurrence of a Settlement Disruption Event, Delivery will be made through the Relevant Clearing System unless the Specified Deliverable Obligations are not eligible for clearance by the Relevant Clearing System or otherwise as specified in Condition 1 of the Additional Terms and Conditions for Credit Linked Notes, in which case transfer will take place outside the Relevant Clearing System as set out in Condition 1 of the Additional Terms and Conditions for Credit Linked Notes.

As used in this Condition 16.3.2:

Clearing System Day means, in respect of a Clearing System, any day on which such Clearing System is open for the acceptance and execution of settlement instructions.

Delivery Date means, as the case may be, (a) the Maturity Date or (b) in the event of a Settlement Disruption Event, the Settlement Date (as defined above).

Settlement Disruption Event means any event beyond the control of the Issuer as a result of which the relevant Clearing System cannot clear the transfer of the Physical Delivery Amount.

16.4 Calculations and determinations

With respect to Notes to which the Additional Terms and Conditions for Share Linked Notes and/or Additional Terms and Conditions for ADR Linked Notes and/or Additional Terms and Conditions for ETF Linked Notes and/or Additional Terms and Conditions for Dividend Linked Notes and/or Additional Terms and Conditions for Index Linked Notes and/or Additional Terms and Conditions for SGI Index Linked Notes and/or Additional Terms and Conditions for Fund Linked Notes and/or Additional Terms and Conditions for Commodity Linked Notes and/or Additional Terms and Conditions for Inflation Linked

Notes and/or Additional Terms and Conditions for Credit Linked Notes and/or Additional Terms and Conditions for Foreign Exchange Rate Linked Notes and/or Additional Terms and Conditions for Reference Rate Linked Notes and/or Additional Terms and Conditions for Bond Linked Notes apply, the Calculation Agent responsible for determining and calculating any rate, rate of interest, interest payable and any amount payable shall be the Calculation Agent specified in the applicable Final Terms (pursuant to the provisions of Condition 10).

The calculations and determinations of the Calculation Agent will be conclusive and binding upon the Issuer, the Guarantor, the Agent and the Noteholders, in the absence of manifest error or proven error.

Following the occurrence of an event giving rise to an adjustment which is substantial in the opinion of the Calculation Agent or of an extraordinary event affecting:

(i) an Underlying in respect of the Additional Terms and Conditions for Share Linked Notes and/or Additional Terms and Conditions for ADR Linked Notes and/or Additional Terms and Conditions for ETF Linked Notes and/or Additional Terms and Conditions for Dividend Linked Notes and/or Additional Terms and Conditions for Index Linked Notes and/or Additional Terms and Conditions for SGI Index Linked Notes and/or Additional Terms and Conditions for Fund Linked Notes and/or Additional Terms and Conditions for Commodity Linked Notes and/or Additional Terms and Conditions for Inflation Linked Notes and/or Additional Terms and Conditions for Foreign Exchange Rate Linked Notes and/or Additional Terms and Conditions for Reference Rate Linked Notes and/or

(ii) affecting a Selected Obligation or a Deliverable Obligation in respect of the Additional Terms and Conditions for Credit Linked Notes, and/or

(iii) affecting a Bond in respect of the Additional Terms and Conditions for Bond Linked Notes,

the Calculation Agent shall notify the Issuer, which shall in its turn notify the Agent and the Noteholders, pursuant to the provisions of Condition 13, of the relevant adjustment made or decision taken by the Calculation Agent. Details of such adjustment made or decision taken can be obtained by the Noteholders upon request at the Calculation Agent's address specified in the applicable Final Terms.

16. GOVERNING LAW AND SUBMISSION TO JURIDISCTION

16.1 Governing Law

If the applicable Final Terms indicate that "Governing Law" is French law:

The French Law Agency Agreement, the Notes, the Receipts and the Coupons and any non-contractual obligations arising out of or in connection with the French Law Agency Agreement, the Notes, the Receipts and the Coupons are governed by, and shall be construed in accordance with, French law.

The Guarantee and any non-contractual obligations arising out of or in connection with the Guarantee will be governed by, and shall be construed in accordance with, English law.

16.2 Submission to jurisdiction

Any claim against the Issuer in connection with any Notes, Receipts, Coupons or Talons and the French Law Agency Agreement may exclusively be brought before the competent courts in Paris.

ADDITIONAL TERMS AND CONDITIONS RELATING TO SECURED NOTES

The additional terms and conditions also contain provisions relating to Secured Notes (the **Additional Terms and Conditions for Secured Notes**).

The terms and conditions applicable to Secured Notes shall comprise (a) either (i) the Terms and Conditions of the English Law Notes and Uncertificated Notes or (ii) the Terms and Conditions of the French Law Notes and (b) these Additional Terms and Conditions, in each case subject to completion and/or amendment in the applicable Final Terms.

In the event of any inconsistency between the Terms and Conditions of the English Law Notes and Uncertificated Notes or the Terms and Conditions of the French Law Notes on the one hand and these Additional Terms and Conditions on the other hand, these Additional Terms and Conditions shall prevail.

In the event of any inconsistency between (i) the Terms and Conditions of the English Law Notes and Uncertificated Notes or the Terms and Conditions of the French Law Notes and/or these Additional Terms and Conditions (ii) the applicable Final Terms, the Final Terms shall prevail.

1. DEFINITIONS

Accelerated Secured Note means a Note in relation to which the relevant holder (or the Representative of the Masse in the case of French Law Notes acting pursuant to the request of a Noteholder) thereof has, following the occurrence of an Event of Default, given written notice to SG Issuer and the Guarantor that such Note is immediately due and repayable at its Early Redemption Amount (as defined in English law Condition 5.8 and French law Condition 5.8);

Aggregate Collateral Enforcement Proceeds Share means, in respect of a Series of Secured Notes, the product of the Collateral Ratio applicable to such Series of Secured Notes and the Collateral Enforcement Proceeds in respect of the Collateral Pool which secures such Series of Secured Notes;

Collateral Account has the meaning given to it in Condition 3.1;

Collateral Act 2005 means the Luxembourg act dated 5 August 2005 on financial collateral arrangements, as amended;

Collateral Arrangement Party means the Collateral Manager, the Collateral Monitoring Agent, the Collateral Custodian, the Security Trustee (in the case of English Law Notes), the Security Agent (in the case of French Law Notes), the Disposal Agent and the Substitute Paying Agent;

Collateral Assets means the assets delivered to the Collateral Custodian and held in a Collateral Account;

Collateral Assets Entitlement means, for each Non Waived Note in a Series of Secured Notes where Physical Delivery of Collateral Assets is applicable, Collateral Assets with a value (based on the valuations of such assets by the Collateral Monitoring Agent on the Collateral Test Date immediately preceding the delivery of the Collateral Enforcement Notice) equal to (a) the product of (i) the Collateral Ratio applicable to such Series of Secured Notes and (ii) the Final Collateral Value in respect of the Collateral Pool which secures such Series of Secured Notes divided by (b) the number of Non-Waived Notes of such Series of Secured Notes;

Collateral Business Day means a day on which commercial banks and foreign exchange markets settle payments and are open for general business (including dealings in foreign exchange and foreign currency deposits) in Paris, London and Luxembourg;

Collateral Currency Screen Page means if the Collateral Valuation Currency is Euro, Bloomberg WMCO page unless otherwise specified in the applicable Final Terms or if the Collateral Valuation Currency is other than Euro, the relevant screen page specified in the applicable Final Terms for the purpose of determining the relevant spot exchange rate;

Collateral Currency Specified Time means if the Collateral Valuation Currency is Euro, 5.30 PM (Paris time) unless otherwise specified in the applicable Final Terms or if the Collateral Valuation Currency is other than Euro, the specified time specified in the applicable Final Terms for the purpose of determining the relevant spot exchange rate;

Collateral Custodian means The Bank of New York Mellon (Luxembourg) S.A. (or any substitute or replacement entity appointed in respect thereof pursuant to the terms of the Collateral Custodian Agreement and/or these Additional Terms and Conditions) and, if applicable, any sub-custodian of, or any other entity appointed by the Collateral Custodian;

Collateral Custodian Agreement means the agreement between, *inter alia*, The Bank of New York Mellon (Luxembourg) S.A. as Collateral Custodian and SG Issuer as amended, restated and/or supplemented from time to time;

Collateral Delivery Date means, in relation to a Series of Secured Notes where Physical Delivery of Collateral Assets is applicable, the date on which the Security Trustee (in the case of English Law Notes) or the Security Agent (in the case of French Law Notes), or, in either case, the Substitute Paying Agent on their behalf, as applicable, intends to Deliver the Collateral Assets Entitlement to Noteholders;

Collateral Disruption Event means either:

(A) SG Issuer and/or any of its Affiliates considers, in its sole and absolute discretion that it:

(i) is unable, as a result of any legal, contractual or other restrictions or constraints (including, without limitation, any laws, regulations, court orders, other governmental or regulatory constraints), adverse market conditions or a lack of liquidity in the market or otherwise, after using commercially reasonable efforts to (A) acquire, establish, re-establish, substitute, maintain, unwind or dispose of any transaction(s) or asset(s) or any futures or option contracts it deems necessary to obtain Collateral Assets; or (B) freely realise, recover, remit, receive, re-patriate or transfer the proceeds of any such transactions(s) or assets(s) or futures or option contract(s) or any relevant hedge positions relating to the Collateral Assets; or

(ii) would incur a materially increased (as compared with circumstances existing on the date on which the issue of a Series of Secured Notes is first priced) amount of tax, duty, expense, fee (other than brokerage commissions) or other relevant cost (including, for the avoidance of doubt, any funding cost) to (A) acquire, borrow, substitute, or dispose of any Collateral Assets, (B) establish, re-establish, substitute, maintain, unwind or dispose of any transaction entered into by SG Issuer or any of its Affiliates in connection with the Collateral Assets or (C) realise, recover or remit the proceeds of any such Collateral Assets; or

(B) SG Issuer is unable, after using commercially reasonable efforts, to find a suitable substitute or replacement Collateral Arrangement Party following the termination of the relevant agreement or resignation or removal for any reason of a Collateral Arrangement Party; or

(C) Except in the case of a Collateral Settlement Disruption, at the end of the Required Settlement Period (i) the External Event(s) continue(s) to exist or (ii) the Collateral Assets for which the regular settlement period is greater than 10 Collateral Business Days under normal market conditions have not been settled. For the avoidance of doubt, in the case of a Collateral Settlement Disruption, If at the end of the 60 Collateral Business Day period (i) the External

Event(s) continue(s) to exist or (ii) the Collateral Assets for which the regular settlement period is greater than 10 Collateral Business Days under normal market conditions have not been settled, this shall constitute a Collateral Disruption Event and not an Event of Default;

Collateral Enforcement Notice means a notice in writing from a Noteholder (or the Representative of the Masse in the case of French Law Notes acting pursuant to the request of a Noteholder) to the Security Trustee (in the case of English Law Notes) or the Security Agent (in the case of French Law Notes) requesting that the relevant Pledge Agreement be enforced in accordance with the terms thereof;

Collateral Enforcement Proceeds means the net proceeds of realisation of, or enforcement with respect to, the Collateral Assets in a Collateral Pool following payment of all amounts payable to the Secured Parties ranking prior to the holders of Non Waived Notes in accordance with the Order of Priority specified in the applicable Final Terms;

Collateral Enforcement Proceeds Share means, in respect of a Series of Secured Notes, the pro rata share of the Aggregate Collateral Enforcement Proceeds Share attributable to each Secured Note in such Series of Secured Notes;

Collateral Management Agreement means the agreement between, *inter alia*, Société Générale as Collateral Manager and SG Issuer as amended, restated and/or supplemented from time to time;

Collateral Manager means Société Générale (or any substitute or replacement entity appointed in respect thereof pursuant to the terms of the Collateral Management Agreement and/or these Additional Terms and Conditions) and, if applicable, any sub-agent of, or any other entity appointed by the Collateral Manager;

Collateral Monitoring Agency Agreement means the agreement between, *inter alia*, The Bank of New York Mellon, London Branch as Collateral Monitoring Agent and SG Issuer as amended, restated and/or supplemented from time to time;

Collateral Monitoring Agent means The Bank of New York Mellon, London Branch (or any substitute or replacement entity appointed in respect thereof pursuant to the terms of the Collateral Monitoring Agency Agreement and/or these Additional Terms and Conditions), and, if applicable, any sub-agent of, or any other entity appointed by the Collateral Monitoring Agent;

Collateral Monitoring Agent Notice means a notice from the Collateral Monitoring Agent to the Collateral Manager providing details of why it considers that the Collateral Test is not satisfied or, if a Collateral Test Notice has been delivered, that the Collateral Test will not be satisfied (or will no longer be satisfied) after taking into account any adjustments specified in such Collateral Test Notice;

Collateralisation Percentage means the percentage level specified as such in the applicable Final Terms or the percentage level determined through the application of a formula specified in the applicable Final Terms. The applicable Final Terms may specify that the Collateralisation Percentage may vary during the term of the Notes, after a certain date, following the occurrence of a trigger event or in certain circumstances following a unanimous decision of the Noteholders.

If the applicable Final Terms specify that the Collateralisation Percentage may vary in certain circumstances following a unanimous decision of the Noteholders, to exercise such option, a Noteholder shall notify the unanimous decision of the Noteholders specifying the new Collateralisation Percentage and the date of variation of the Collateralisation Percentage, to the Issuer in accordance with English law Condition 13 or French law Condition 13 within the notice period specified in the applicable Final Terms;

Collateral Pool means a pool of Collateral Assets held in a Collateral Account and pledged pursuant to a Pledge Agreement. A Collateral Pool will be either a Single Series Collateral Pool or a Multiple Series Collateral Pool;

Collateral Ratio means, in respect of a Series of Secured Notes, the amount (expressed as a percentage) equal to the Final Required Collateral Value applicable to such Series of Secured Notes divided by the Pool Aggregate Final Required Collateral Value applicable to the Collateral Pool which secures such Series of Secured Notes. For the avoidance of doubt, the Collateral Ratio for a Single Series Collateral Pool shall be 100 per cent.;

Collateral Rules means the collateral rules specified in the applicable Final Terms relating to a Series of Secured Notes. For the avoidance of doubt, the Collateral Rules relating to a particular Collateral Pool will be satisfied to the extent that Eligible Collateral Assets with a Collateral Value equal to the Required Collateral Value together satisfy the Collateral Rules;

Collateral Settlement Disruption shall have the same meaning attributed to it in the definition of Required Settlement Period;

Collateral Test means a determination as to whether (i) the Collateral Rules are satisfied and (ii) the Collateral Value is greater than or equal to 97 per cent. of the Required Collateral Value (taking into account any Haircut to be applied to the Collateral Assets and the aggregate value of any Waived Notes). When determining whether the Collateral Test is satisfied, Collateral Assets for which instructions for the transfer to the relevant Collateral Account have been provided on or before such Collateral Test Date will be included for the purposes of such determination and Collateral Assets for which instructions for the removal from the relevant Collateral Account have been provided on or before such Collateral Test Date will be excluded for the purposes of such determination;

Collateral Test Date means each periodic date as is specified in the applicable Final Terms and any other date deemed to be a Collateral Test Date in accordance with these Additional Terms and Conditions;

Collateral Test Dispute Resolution Procedure means the dispute resolution procedure set out in the Collateral Management Agreement and the Collateral Monitoring Agency Agreement;

Collateral Test Notice means a notice sent or caused to be sent by the Collateral Manager to the Collateral Monitoring Agent and the Collateral Custodian (copied to SG Issuer and the Guarantor, as the case may be) in relation to a particular Collateral Pool specifying the adjustments to be made to the Collateral Pool (including *inter alia* the type and quantity of any Collateral Assets to be deposited and/or removed);

Collateral Transaction Documents means the Collateral Management Agreement, the Collateral Monitoring Agency Agreement, the Collateral Custodian Agreement, the Note Valuation Agency Agreement, the Disposal Agency Agreement, the Substitute Paying Agency Agreement and the Security Agency Agreement and each relevant Pledge Agreement and Security Trust Deed;

Collateral Valuation Currency means Euro except otherwise specified in the applicable Final Terms;

Collateral Valuation at Nominal Value shall have the same meaning attributed to it in the definition of Collateral Value;

Collateral Value means, except if Collateral Valuation at Nominal Value is specified as applicable in the applicable Final Terms, the aggregate value as of the relevant Valuation Point, expressed in the Collateral Valuation Currency, of the Eligible Collateral Assets in a Collateral Pool, in each case taking into account any Haircut applied in relation thereto. The Collateral Manager will determine the Collateral Value on the basis of such valuation method or methods as the Collateral Manager may, acting in good faith and in a commercially reasonable manner, determine in its discretion. Where the relevant currency of denomination of a Collateral Asset is other than the Collateral Valuation Currency, the Collateral Manager shall convert the value of such Collateral Asset at the relevant spot exchange rate. The relevant spot exchange rate shall be the rate displayed on the Collateral Currency Screen Page at the Collateral Currency Specified Time or, if no such Collateral Currency Screen Page is specified in the

applicable Final Terms or such Collateral Currency Screen Page is not available, the relevant spot rate shall be the rate determined by the Collateral Manager in good faith and in a commercially reasonable manner. When Collateral Valuation at Nominal Value is specified as applicable in the applicable Final Terms, only debt instruments shall be considered as Eligible Collateral Assets, the Collateral Value shall be deemed to be equal to the aggregate nominal value of the Collateral Assets constituting Eligible Collateral Assets (after taking into account any Haircut applied in relation thereto, as further described below) and "Collateral Value" shall be construed accordingly throughout these Additional Terms and Conditions;

Deliver means, in respect of any Collateral Asset forming part of a Collateral Assets Entitlement, to deliver, novate, transfer, assign or sell, as appropriate, in a manner customary for the settlement of the applicable Collateral Asset (which shall include executing all necessary documentation and taking any other necessary actions), in order to convey all right, title and interest in the Collateral Asset free and clear of any and all liens, charges, claims or encumbrances. **Delivery** and **Delivered** will be construed accordingly;

Disposal Agency Agreement means the agreement between, *inter alia*, The Bank of New York Mellon, London Branch as Disposal Agent and SG Issuer as amended, restated and/or supplemented from time to time;

Disposal Agent means The Bank of New York Mellon, London Branch (or any substitute or replacement entity appointed in respect thereof pursuant to the terms of the Disposal Agency Agreement and/or these Additional Terms and Conditions) and, if applicable, any sub-agent of, or any other entity appointed by the Disposal Agent;

Dispute Notice means a notice in writing from the Collateral Manager to the Collateral Monitoring Agent notifying the Collateral Monitoring Agent that the Collateral Manager disputes the contents of a Collateral Monitoring Agent Notice;

Dispute Resolution Procedure Notice means a notice in writing from the Collateral Manager to the Collateral Monitoring Agent confirming that the Collateral Manager intends to commence the Collateral Test Dispute Resolution Procedure to determine the adjustments (if any) to be made to the Collateral Pool;

Eligibility Criteria means the eligibility criteria specified in the applicable Final Terms relating to a Series of Secured Notes;

Eligible Collateral Assets means Collateral Assets which satisfy the Eligibility Criteria;

Extension Notice shall have the same meaning attributed to it in the definition of Pledge Agreement**;**

External Event shall have the same meaning attributed to it in the definition of Required Settlement Period**;**

Final Collateral Value means the Collateral Value determined by the Collateral Monitoring Agent on the Collateral Test Date immediately preceding the delivery of a Collateral Enforcement Notice less any amounts payable to the Secured Parties ranking prior to the holders of Non Waived Notes in accordance with the Order of Priority specified in the applicable Final Terms;

Final Required Collateral Value means the Required Collateral Value for a Series of Secured Notes as calculated by the Collateral Monitoring Agent at the Collateral Test Date immediately preceding the delivery of a Collateral Enforcement Notice;

First Level Revised Collateral Test Notice means a revised Collateral Test Notice sent by the Collateral Manager, following receipt by the Collateral Manager of a Collateral Monitoring Agent Notice the contents of which the Collateral Manager is in agreement with. A First Level Revised Collateral Test

Notice shall be provided by the Collateral Manager to the Collateral Monitoring Agent (copied to SG Issuer and the Guarantor, as the case may be) and shall be prepared in the same way and shall provide the same information as is required to be included in a Collateral Test Notice;

Haircut means, if specified as applicable in the applicable Final Terms, the percentage amount by which the value of each type of Collateral Asset contained in a Collateral Pool is discounted, as specified in the applicable Final Terms. For the avoidance of doubt, the applicable Final Terms may specify one Haircut value per type or class of Collateral Asset;

Liability means any loss, damage, cost, charge, claim, demand, expense, judgment, action, proceeding or other liability whatsoever (including, without limitation, in respect of taxes, duties, levies, imposts and other charges) and including any value added tax or similar tax charged or chargeable in respect thereof and legal fees and expenses on a full indemnity basis (and **Liabilities** shall be construed accordingly);

Multiple Series Collateral Pool means, if specified as applicable in the applicable Final Terms in respect of a Series of Secured Notes, such Series of Secured Notes may be secured by a Collateral Pool which secures more than one Series of Secured Notes. For the avoidance of doubt, each Series of Secured Notes secured pursuant to a Multiple Series Collateral Pool must (i) be subject to the same governing law (i.e. exclusively either English Law Notes or French Law Notes), (ii) be subject to the same method of distribution of Collateral Assets following enforcement of the relevant Pledge Agreement (i.e. exclusively either subject to "Physical Delivery of Collateral Assets" or not subject to "Physical Delivery of Collateral Assets"), (iii) be subject to the same Eligibility Criteria and Collateral Rules, (iv) be subject to the same Haircut value(s) for each type or class of Eligible Collateral Assets, and (v) have the same Collateral Test Dates;

Non-Waived Notes means, in relation to a Series of Secured Notes, those Secured Notes of such Series which are not Waived Notes;

Note Valuation Agency Agreement means the agreement between, *inter alia*, Société Générale as Note Valuation Agent and SG Issuer as amended, restated and/or supplemented from time to time;

Note Valuation Agent means Société Générale (or any substitute or replacement entity appointed in respect thereof pursuant to the terms of the Note Valuation Agency Agreement and/or these Additional Terms and Conditions) and, if applicable, any sub-agent of, or any other entity appointed by Société Générale;

Order of Priority means the order specified in the applicable Final Terms following which the Security Trustee (in the case of English Law Notes) or the Security Agent (in the case of French Law Notes) shall apply moneys received following enforcement of the relevant Pledge Agreement in accordance with Collateral Condition 5. The Order of Priority may be the Standard Order of Priority (as defined below) or any alternative order of item (a), (b), (c), (d), (e) and (f) below, as specified in the applicable Final Terms.

(a) payment or satisfaction of all Liabilities incurred by or payable to the Security Trustee (in the case of English Law Notes) or the Security Agent (in the case of French Law Notes) or, where applicable, the Disposal Agent and/or Substitute Paying Agent (which shall include any taxes required to be paid, the costs of realising any security (including the distribution of enforcement proceeds and/or, where Physical Delivery of Collateral Assets is applicable, Delivery of the Collateral Assets Entitlement to the Noteholders of the related Secured Notes) and the remuneration of the Security Trustee (in the case of English Law Notes) or the Security Agent (in the case of French Law Notes) or, where applicable, the Disposal Agent and/or Substitute Paying Agent);

(b) in payment of any amounts due to be paid or reimbursed to the Collateral Custodian by the Issuer;

(c) payment of any amounts due to be paid or reimbursed to the Collateral Monitoring Agent by the Issuer;

(d) in payment of any amounts due to holders of Non-Waived Notes in accordance with Collateral Condition 5;

(e) pro rata in payment of any amounts owed to the creditors (if any) whose claims have arisen as a result of the creation, operation or liquidation of the Collateral Assets (save to the extent that the claims of any such creditor fall within paragraphs (a) to (d) above; and;

(f) payment of the balance (if any) to the Issuer;

the "**Standard Order of Priority**" means that the Order of Priority shall follow the order (a), (b), (c), (d), (e), (f) specified above.

Physical Delivery of Collateral Assets means, if specified as applicable in the applicable Final Terms, that upon enforcement of a Pledge Agreement, the Security Trustee (in the case of English Law Notes) or the Security Agent (in the case of French Law Notes) will not sell, or cause to be sold, the Collateral Assets (unless there is a Physical Delivery of Collateral Assets Disruption Event and other than in order to pay any amounts payable to the Secured Parties ranking prior to the holders of Non Waived Notes in accordance with the Order of Priority specified in the applicable Final Terms) but will instead deliver or cause to be delivered the Collateral Assets Entitlement to each Noteholder in the manner set out in Condition 5.8;

Physical Delivery of Collateral Assets Disruption Event means any event beyond the control of SG Issuer, the Collateral Manager, the Substitute Paying Agent, the Security Trustee (in the case of English Law Notes) or the Security Agent (in the case of French Law Notes), as applicable, as a result of which the Relevant Clearing System (as defined in the applicable Final Terms) cannot Deliver some or all of the Collateral Assets Entitlement required to be delivered pursuant to the terms of these these Additional Terms and Conditions;

Pledge Agreement means a pledge agreement governed by Luxembourg law between SG Issuer, the Collateral Custodian and the Security Trustee (in the case of English Law Notes) or the Security Agent (in the case of French Law Notes) creating security over Collateral Assets contained in one or more Collateral Accounts in favour of the Security Trustee (in the case of English Law Notes) on behalf of itself and the relevant Noteholders or directly in favour of the relevant Noteholders as represented by the Security Agent (in the case of French Law Notes) and supplemented from time to time, with respect to Multiple Series Collateral Pool by an Extension Notice to extend the benefit of the pledge agreement to other Series or Tranche of Secured Notes;

Pool Aggregate Final Required Collateral Value means, in respect of a Collateral Pool, the aggregate of the Final Required Collateral Value of each Series of Secured Notes which is secured by such Collateral Pool;

Post Dispute Collateral Test Notice means a post dispute Collateral Test Notice sent by the Collateral Manager following the conclusion of a Collateral Test Dispute Resolution Procedure. A Post Dispute Collateral Test Notice shall be provided by the Collateral Manager to the Collateral Monitoring Agent (copied to SG Issuer and the Guarantor, as the case may be) and shall be prepared in the same way and shall provide the same information as is required to be included in a Collateral Test Notice;

Required Collateral Default means:

(A) following receipt of a Collateral Monitoring Agent Notice which indicates that the Collateral Test is not satisfied (or will not be satisfied after taking into account any adjustments specified in a Collateral Test Notice):

(1) no First Level Revised Collateral Test Notice or Dispute Notice has been sent; or

(2) no Second Level Revised Collateral Test Notice or Dispute Resolution Procedure Notice has been sent; or

(3) no Post Dispute Collateral Test Notice has been sent,

in each case on or before the fifth Collateral Business Day following the date on which the Collateral Manager had the obligation to send such notice to the Collateral Monitoring Agent; or

(B) SG Issuer or the Collateral Manager (on behalf of SG Issuer) fails to deliver the additional necessary Collateral Assets within the Required Settlement Period and such failure results in the Collateral Test not being satisfied for 5 consecutive Collateral Business Days following the end of such Required Settlement Period (when determining whether the Collateral Test has been so satisfied, only Collateral Assets which have actually been transferred to the relevant Collateral Account shall be taken into account);

Required Collateral Default Notice means a notice from the Collateral Monitoring Agent to SG Issuer, the Guarantor, the Collateral Manager, the Collateral Custodian, the Security Trustee (in the case of English Law Notes) and the Security Agent (in the case of French Law Notes), specifying that a Required Collateral Default has occurred;

Required Collateral Value means:

(A) in respect of a Single Series Collateral Pool:

(1) if MV Collateralisation is specified as the Type of Collateralisation applicable in the Final Terms relating thereto, the product of (a) the Collateralisation Percentage (b) the Secured Note Market Value of the relevant Series of Secured Notes and (c) the number of Non-Waived Notes in such Series of Secured Notes;

(2) if NV Collateralisation is specified as the Type of Collateralisation applicable in the Final Terms relating thereto, the product of (a) the Collateralisation Percentage and (b) the total aggregate nominal value of the Non-Waived Notes of the relevant Series of Secured Notes;

(3) if Min (MV, NV) Collateralisation is specified as the Type of Collateralisation applicable in the Final Terms relating thereto, the lower of:

(I) the product of (a) the Collateralisation Percentage (b) the Secured Note Market Value of the relevant Series of Secured Notes and (c) the number of Non-Waived Notes in such Series of Secured Notes; and

(II) the product of (a) the Collateralisation Percentage and (b) the total aggregate nominal value of the Non-Waived Notes of the relevant Series of Secured Notes; or

(4) if Max (MV, NV) Collateralisation is specified as the Type of Collateralisation applicable in the Final Terms relating thereto, the greater of:

(I) the product of (a) the Collateralisation Percentage (b) the Secured Note Market Value of the relevant Series of Secured Notes and (c) the number of Non-Waived Notes in such Series of Secured Notes ; and

(II) the product of (a) the Collateralisation Percentage and (b) the total aggregate nominal value of the Non-Waived Notes of the relevant Series of Secured Notes; or

(B) in respect of a Multiple Series Collateral Pool, the sum of the amounts calculated pursuant to each relevant subparagraph (1), (2), (3) or (4) above in respect of each Series of Secured Notes secured on such Multiple Series Collateral Pool.

In determining the Required Collateral Value, where the Specified Currency of any Secured Note is other than the Collateral Valuation Currency, the Collateral Manager shall convert the value of such Secured Note at the relevant spot exchange rate. The relevant spot exchange rate shall be the rate displayed on the Collateral Currency Screen Page at the Collateral Currency Specified Time or, if no such Collateral Currency Screen Page is specified in the applicable Final Terms or such Collateral Currency Screen Page is not available, the relevant spot rate shall be the rate determined by the Collateral Manager in good faith and in a commercially reasonable manner;;

Required Settlement Period means the required period for settlement of the Collateral Assets relating to the adjustments to be made to a Collateral Pool in accordance with a Collateral Test Notice, First Level Revised Collateral Test Notice, Second Level Revised Collateral Test Notice or Post Dispute Collateral Test Notice, as applicable. The Required Settlement Period shall be ten Collateral Business Days following delivery of a Collateral Test Notice or, where such Collateral Test Notice is followed by a Collateral Monitoring Agent Notice, ten Collateral Business Days following delivery of the First Level Revised Collateral Test Notice, Second Level Revised Collateral Test Notice or Post Dispute Collateral Test Notice, as applicable; provided however that this 10 Collateral Business Day period may be extended up to a maximum additional period of 60 Collateral Business Days (i) if the adjustments to be made to the Collateral Pool have not been settled as a result of an event beyond the control of the Collateral Manager, the Collateral Monitoring Agent and SG Issuer (including, but not limited to, as a result of a failure or inability of the relevant clearing system to clear the relevant Collateral Assets), an **External Event** or (ii) in relation to Collateral Assets for which the regular settlement period is greater than 10 Collateral Business Days under normal market conditions ((i) and (ii) being referred to as a **Collateral Settlement Disruption**). During the above additional 60 Collateral Business Day period the Collateral Manager may propose the replacement of the affected Collateral Assets by other Collateral Assets complying with the Collateral Rules and the Eligibility Criteria, or propose any other relevant measures so that the Collateral Test be satisfied. If at the end of the 60 Collateral Business Day period (i) the External Event(s) continue(s) to exist or (ii) the Collateral Assets for which the regular settlement period is greater than 10 Collateral Business Days under normal market conditions have not been settled, this shall constitute a Collateral Disruption Event;

Second Level Revised Collateral Test Notice means a revised Collateral Test Notice sent by the Collateral Manager after having (i) disputed the contents of a Collateral Monitoring Agent Notice, (ii) delivered a Dispute Notice in relation thereto and (iii) resolved and agreed such dispute with the Collateral Monitoring Agent. A Second Level Revised Collateral Test Notice shall be provided by the Collateral Manager to the Collateral Monitoring Agent (copied to SG Issuer and the Guarantor, as the case may be) and shall be prepared in the same way and shall provide the same information as is required to be included in a Collateral Test Notice;

Secured Note Acceleration Event means, following the occurrence of an Event of Default in relation to a Series of Secured Notes, a holder of any Secured Note (or the Representative of the Masse in the case of French Law Notes acting pursuant to the request of a Noteholder) gives written notice to SG Issuer and the Guarantor that the Notes of such Series held by it are immediately due and repayable at their Early Redemption Amount (as defined in English law Condition 5.8 and French law Condition 5.8, as applicable);

Secured Note Market Value means, in respect of a Series of Secured Notes in relation to which MV Collateralisation, Min (MV, NV) Collateralisation or Max (MV, NV) Collateralisation is applicable, the

amount determined by the Note Valuation Agent as the market value applicable to each relevant Secured Note of such Series of Secured Notes as of the Valuation Point and shall be calculated on the basis of such valuation method as the Note Valuation Agent may, acting in good faith and in a commercially reasonable manner and in accordance with the terms of the Note Valuation Agency Agreement, determine in its discretion;

Secured Parties means the parties referred to in sub-paragraphs (a) to (f) (inclusive) of the definition of Order of Priority (each, a **Secured Party**);

Security Agency Agreement means a security agency agreement governed by French law and entered into by the Security Agent and SG Issuer;

Security Agent means BNY Mellon Corporate Trustee Services Limited (or any substitute or replacement entity appointed in respect thereof pursuant to the terms of the Security Agency Agreement and/or these Additional Terms and Conditions), acting as *Agent des sûretés* pursuant to article 2328-1 of the French *Code Civil*;

Security Trustee means BNY Mellon Corporate Trustee Services Limited (or any substitute or replacement entity appointed in respect thereof pursuant to the terms of the relevant Security Trust Deed and/or these Additional Terms and Conditions);

Security Trust Deed means a security trust deed governed by English law and entered into by the Security Trustee and SG Issuer on each Issue Date specified in the applicable Final Terms for a Series of Secured Notes governed by English law;

Single Series Collateral Pool means, if specified as applicable in the applicable Final Terms in respect of a Series of Secured Notes, such Series of Secured Notes will be the only Series of Secured Notes to be secured by the relevant Collateral Pool;

Substitute Paying Agency Agreement means the substitute paying agency agreement between, *inter alia*, SG Issuer and the Substitute Paying Agent;

Substitute Paying Agent means The Bank of New York Mellon, London Branch (or any substitute or replacement entity appointed in respect thereof pursuant to the terms of the Substitute Paying Agency Agreement and/or these Additional Terms and Conditions);

Type of Collateralisation means MV Collateralisation, NV Collateralisation, Min (MV,NV) Collateralisation or Max (MV,NV) Collateralisation as specified in the applicable Final Terms;

Undeliverable Collateral Assets means Collateral Assets which the Security Trustee (in the case of English Law Notes) or the Security Agent (in the case of French Law Notes), or, in either case, the Substitute Paying Agent on their behalf, as applicable, is unable to Deliver in accordance with Condition 5.8 due to the occurrence of a Physical Delivery of Collateral Assets Disruption Event;

Valuation Point means, unless otherwise specified in the applicable Final Terms, the Collateral Business Day immediately preceding the Issue Date or the relevant Collateral Test Date, as the case may be, or, if a valuation of the relevant Collateral Asset or Secured Note, as applicable, is not available on such date, the date of the last available valuation of such Collateral Asset or Secured Note;

Waived Note means, if "Waiver of Rights" is specified as applicable in the applicable Final Terms, any Secured Notes in relation to which the Holder thereof has waived its rights by written notice (i) to receive the proceeds of realisation of the Collateral Assets securing such Series of Secured Notes (or where Physical Delivery of Collateral Assets is specified as applicable in the applicable final terms, delivery of the Collateral Assets) following the enforcement of the relevant Pledge Agreement and (ii) to give written notice to SG Issuer and the Guarantor that the Waived Notes are immediately due and repayable at their Early Redemption Amount on the occurrence of an Event of Default following the delivery of a

Required Collateral Default Notice. The Collateral Business Day following the date on which the Collateral Manager is notified of any transfer of Waived Notes will be deemed to be a Collateral Test Date. Notwithstanding the above, all Secured Notes held by Societe Generale or its affiliates, including but not limited to, in its capacity as market maker, will be deemed to be Waived Notes, unless otherwise notified in writing by Societe Generale or its affiliates to the Collateral Manager.

2. GENERAL

2.1 Security Trustee and Security Agent

(a) In relation to each Series of English Law Notes, BNY Mellon Corporate Trustee Services Limited shall be appointed as Security Trustee and shall undertake the duties of Security Trustee in respect of the Secured Notes as set out below and in the applicable Final Terms, the relevant Pledge Agreement and in each Security Trust Deed;

(b) in relation to each Series of French Law Notes, BNY Mellon Corporate Trustee Services Limited shall be appointed as Security Agent and shall undertake the duties of Security Agent in respect of the Secured Notes as set out below and in the applicable Final Terms, the relevant Pledge Agreement and in the Security Agency Agreement,

and the expression "Security Trustee" and "Security Agent" shall, in relation to the relevant Secured Notes, include any substitute or replacement entity appointed respectively as Security Trustee or Security Agent in respect thereof pursuant to the terms of the relevant Security Trust Deed or the Security Agency Agreement.

In relation to each Series of English Law Notes secured pursuant to a Pledge Agreement, the Security Trustee will enter into a Security Trust Deed. Under the terms of the Security Trust Deed, the Security Trustee will covenant that it will exercise its rights under the relevant Pledge Agreement on behalf of, and as trustee for, the Noteholders and the other relevant Secured Parties and will declare a trust in favour of the Noteholders and the other relevant Secured Parties over the rights granted to it under the relevant Pledge Agreement.

In relation to each Series of French Law Notes secured pursuant to a Pledge Agreement, the Security Agent is appointed as agent of the relevant Noteholders and the other relevant Secured Parties in order to create, manage and enforce the relevant Pledge Agreement and the security created thereunder in their name and on their behalf pursuant to article 2328-1 of the French Code Civil. The Security Agent will enter into the Security Agency Agreement governing the role of the Security Agent in relation to each Series of Secured Notes. By acquiring and holding French Law Notes secured pursuant to a Pledge Agreement, Noteholders of a Series of such Notes will be deemed to agree and accept the appointment of the Security Agent in respect thereof and will be deemed to have notice of the provisions of the relevant Pledge Agreement and the Security Agency Agreement. In case of a failure by the Security Agent to perform its obligations in respect of the Pledge Agreement, the Representative of the Masse of the Noteholders will be entitled to enforce directly the terms of the Pledge Agreement on behalf of the Noteholders.

2.2 Collateral Manager

Société Générale shall undertake the duties of Collateral Manager in respect of the Secured Notes as set out in these Additional Terms and Conditions and in the applicable Final Terms and as further provided for in the Collateral Management Agreement. The expression "Collateral Manager" shall, in relation to the relevant Secured Notes, include any successors.

2.3 Collateral Monitoring Agent

The Bank of New York Mellon, London Branch shall undertake the duties of Collateral Monitoring Agent in respect of the Secured Notes as set out in these Additional Terms and Conditions and in the

applicable Final Terms and as further provided for in the Collateral Monitoring Agency Agreement. The expression "Collateral Monitoring Agent" shall, in relation to the relevant Secured Notes, include any successors.

2.4 Collateral Custodian

The Bank of New York Mellon (Luxembourg) S.A. shall undertake the duties of Collateral Custodian in respect of the Secured Notes as set out in these Additional Terms and Conditions and in the applicable Final Terms and as further provided for in the Collateral Custodian Agreement. The expression "Collateral Custodian" shall, in relation to the relevant Secured Notes, include any successors.

2.5 Note Valuation Agent

Société Générale shall undertake the duties of Note Valuation Agent in respect of the Secured Notes as set out in these Additional Terms and Conditions and in the applicable Final Terms and as further provided for in the Note Valuation Agency Agreement. The expression "Note Valuation Agent" shall, in relation to the relevant Secured Notes, include any successors.

2.6 Disposal Agent

The Bank of New York Mellon, London Branch shall undertake the duties of Disposal Agent in respect of the Secured Notes as set out in these Additional Terms and Conditions and in the applicable Final Terms and as further provided for in the Disposal Agency Agreement. The expression "Disposal Agent" shall, in relation to the relevant Secured Notes, include any successors.

Under the Disposal Agency Agreement, the Disposal Agent may dispose of all or some of the Collateral assets on behalf of and only when instructed to do so by the Security Trustee (in the case of English Law Notes) or the Security Agent (in the case of French Law Notes).

2.7 Substitute Paying Agent

The Bank of New York Mellon, London Branch shall undertake the duties of Substitute Paying Agent in respect of the Secured Notes as set out in these Additional Terms and Conditions and in the applicable Final Terms and as further provided for in the Substitute Paying Agency Agreement. The expression "Substitute Paying Agent" shall, in relation to the relevant Secured Notes, include any successors.

2.8 Termination and replacement

Each of the Collateral Transaction Documents contain, or will contain, provisions for the termination of such agreement and, as the case may be, the removal or replacement of the role of the relevant Collateral Arrangement Party appointed thereunder. Any such termination, removal and/or replacement will be effected in accordance with the provisions of such agreements and these Additional Terms and Conditions and may be effected without the consent of Noteholders. No such termination or removal shall be effective until a replacement entity has been appointed. SG Issuer shall be required to give notice to Noteholders of any such termination, removal and/or replacement in accordance with English law Condition 13 or French law Condition 13, as applicable. Any reference to a Collateral Arrangement Party in these Additional Terms and Conditions shall be deemed to include a reference to any entity appointed as a replacement thereof pursuant to the terms of the relevant agreement and/or these Additional Terms and Conditions.

The replacement of the Collateral Custodian may only be effected when certain conditions relating to the substitute Collateral Custodian are fulfilled. Such conditions include, but are not limited to a requirement that: (i) the substitute Collateral Custodian is incorporated in an Organisation for Economic Co-operation and Development (OECD) member country, (ii) the substitute Collateral Custodian is a fully licensed credit institution in Luxembourg, (iii) in the reasonable opinion of SG Issuer and the Arranger, the substitute Collateral Custodian is able to act as Collateral Custodian and fulfil the obligations and duties

expressed to be binding on it pursuant to the terms of the Collateral Custodian Agreement and (iv) the substitute Collateral Custodian is chosen from a pre-established list of entities (including BBH, Citi, HSBC, JP Morgan, Northern Trust, RBC Dexia Investor Services, BP2S, State Street or Wells Fargo & Company Inc) or otherwise is a custodial entity of similar repute and good standing.

2.9 Notices

Where any provision of these Additional Terms and Conditions require one party to deliver a notice to another party, such notice may be delivered in any form agreed between the parties thereto, including but not limited to, by post, electronic message, fax, exchange of electronic files, SWIFT messages, messages through the relevant clearing system or by telephone (provided that any notice given by telephone must, as soon as reasonably practicable, be confirmed in writing between the parties to such telephone conversation).

3. SECURITY

3.1 Security

The obligations of SG Issuer in respect of the Secured Notes will be secured by a Pledge Agreement pursuant to which SG Issuer will grant a first ranking security interest in favour of the Security Trustee (in the case of English Law Notes) on behalf of itself and the relevant Noteholders and the other relevant Secured Parties or directly in favour of the relevant Noteholders and the other relevant Secured Parties as represented by the Security Agent (in the case of French Law Notes). The security interest granted shall be over all of SG Issuer's rights in and to the Collateral Assets delivered to the Collateral Custodian and held from time to time in the relevant account established with the Collateral Custodian for such purpose (the **Collateral Account**), excluding any interest or distributions paid on such Collateral Assets to the extent such amounts are not held in the relevant Collateral Account.

3.2 Single and Multiple Series Collateral Pools

A Collateral Pool may be either a Single Series Collateral Pool or a Multiple Series Collateral Pool. Where the Final Terms in respect of a Series of Secured Notes specify that "Single Series Collateral Pool" will be applicable to the Series of Secured Notes, such Series of Secured Notes will be the only Series of Secured Notes to be secured by the relevant Collateral Pool. Where the Final Terms specify that "Multiple Series Collateral Pool" will be applicable to the relevant Series of Secured Notes, such Series of Secured Notes may be secured by a Collateral Pool which secures more than one Series of Secured Notes.

Noteholders acquiring and holding Secured Notes where "Multiple Series Collateral Pool" is specified as being applicable in the applicable Final Terms will, by acquiring and holding such Secured Note, be deemed to acknowledge, accept and agree to the rights of other Noteholders of different Series of Secured Notes to share equally in the security created over the Collateral Assets in the Multiple Series Collateral Pool.

3.3 Initial Collateral Assets

On the Issue Date of a Series of Secured Notes, SG Issuer will deposit Collateral Assets in the relevant Collateral Account such that the Collateral Test is satisfied on such Issue Date.

3.4 Adjustments to Collateral Assets

Following receipt of a Collateral Test Notice, First Level Revised Collateral Test Notice, Second Level Revised Collateral Test Notice or Post Dispute Collateral Test Notice, as applicable, from the Collateral Manager which indicates that the Collateral Test is not satisfied, the Collateral Manager on behalf of SG Issuer will, as soon as reasonably practicable following receipt of such Collateral Test Notice or, where such Collateral Test Notice is followed by a Collateral Monitoring Agent Notice, the First Level Revised

Collateral Test Notice, Second Level Revised Collateral Test Notice or Post Dispute Collateral Test Notice, as applicable, and in any event within the Required Settlement Period, deliver, or procure the delivery of, additional or replacement Collateral Assets to or from the Collateral Account such that after such adjustment of Collateral Assets the Collateral Test will be satisfied.

3.5 Substitution of Collateral Assets

If "Collateral Substitution" is specified as applicable in the applicable Final Terms, SG Issuer (or the Collateral Manager on its behalf) may withdraw and/or replace Collateral Assets from the relevant Collateral Account provided that following such adjustment the Collateral Test continues to be satisfied. SG Issuer (or the Collateral Manager on its behalf) will send or cause to be sent a notice to the Collateral Monitoring Agent and the Collateral Custodian (copied to SG Issuer and the Guarantor, as the case may be) specifying the adjustments to be made to the Collateral Pool (including *inter alia* the type and quantity of any Collateral Assets to be deposited and/or removed). The Collateral Business Day immediately following a day on which such notice is given by SG Issuer (or the Collateral Manager on its behalf) for the substitution of Collateral Assets as described above will be deemed to be a Collateral Test Date.

3.6 Delegation to Collateral Manager

SG Issuer may, pursuant to the terms of the Collateral Management Agreement, delegate to the Collateral Manager the role of managing each Collateral Pool to comply with the requirements of these Additional Terms and Conditions (including, but not limited to, compliance with Conditions 3.4 and 3.5).

3.7 Required Collateral Default

Following the occurrence of a Required Collateral Default, the Collateral Monitoring Agent will be required to send a Required Collateral Default Notice to SG Issuer, the Guarantor, the Collateral Manager, the Collateral Custodian, the Security Trustee (in the case of English Law Notes) and the Security Agent (in the case of French Law Notes), specifying that a Required Collateral Default has occurred. SG Issuer or failing which the Security Trustee (in the case of English Law Notes) or the Security Agent (in the case of French Law Notes) shall give notice in accordance with English law Condition 13 or French law Condition 13, as applicable, as soon as reasonably practicable to all relevant Noteholders if a Required Collateral Default Notice has been received.

4. COLLATERAL MANAGER, COLLATERAL MONITORING AGENT AND NOTE VALUATION AGENT

In relation to each issue of Secured Notes, the Collateral Manager, Collateral Monitoring Agent and Note Valuation Agent act solely as agents of SG Issuer, and do not assume any obligation or duty to, or any relationship of agency or trust for or with, the Noteholders.

All calculations and determinations made in respect of the Secured Notes by the Collateral Manager, Collateral Monitoring Agent and Note Valuation Agent shall (save in the case of manifest error) be final, conclusive and binding on SG Issuer, the Guarantor, the Noteholders and the Security Trustee (in the case of English Law Notes) or the Security Agent (in the case of French Law Notes).

Each of the Collateral Manager, Collateral Monitoring Agent and Note Valuation Agent may, with the consent of SG Issuer, delegate any of their obligations and functions to a third party as provided for in the Collateral Management Agreement, Collateral Monitoring Agency Agreement and Note Valuation Agency Agreement, as applicable.

5. DEFAULT, ENFORCEMENT AND REALISATION

5.1 Default and Enforcement of Collateral

If a Secured Note Acceleration Event occurs, all Secured Notes which are secured by the same Collateral Pool as the one securing the relevant Accelerated Secured Note will also become immediately due and repayable at their Early Redemption Amount. SG Issuer or failing which the Security Trustee (in the case of English Law Notes) or the Security Agent (in the case of French Law Notes) shall give notice in accordance with English law Condition 13 or French law Condition 13, as applicable, as soon as reasonably practicable to all relevant Noteholders if a Secured Note Acceleration Event has occurred in relation to one or more Secured Notes which are secured by the same Collateral Pool as such Noteholders.

Following the occurrence of a Secured Note Acceleration Event in relation to a Secured Note, the Pledge Agreement relating to the Collateral Pool securing such Series of Secured Notes will not become immediately enforceable but instead Noteholders whose Notes have become immediately due and repayable in accordance with this Condition 5.1 will initially be entitled to claim for any outstanding amounts due to them under the terms of the Guarantee.

If neither SG Issuer nor the Guarantor has paid all amounts due to Noteholders of a Series of Notes in relation to which a Secured Note Acceleration Event has occurred within a period of 3 Collateral Business Days following notification to Noteholders of the occurrence of a Secured Note Acceleration Event, any holder of Notes of such Series (or the Representative of the Masse in the case of French Law Notes acting pursuant to the request of a holder of Notes of such Series) will be entitled to send a Collateral Enforcement Notice to the Security Trustee (in the case of English Law Notes) or the Security Agent (in the case of French Law Notes) requesting that the relevant Pledge Agreement be enforced in accordance with the terms thereof.

The Security Trustee (in the case of English Law Notes) or the Security Agent (in the case of French Law Notes) shall, following receipt of a Collateral Enforcement Notice, promptly give notice of the same to SG Issuer, the Guarantor, the Collateral Manager, the Collateral Custodian and the other Noteholders whose Notes are secured on the Collateral Pool in relation to which such Collateral Enforcement Notice relates.

5.2 Enforcement and Realisation of Collateral Assets

Upon receipt of a Collateral Enforcement Notice, the Security Trustee (in the case of English Law Notes) or the Security Agent (in the case of French Law Notes) will enforce the relevant Pledge Agreement relating to the relevant Collateral Pool in accordance with the terms thereof and these Additional Terms and Conditions (as completed by the applicable Final Terms) and will (i) give instructions to the Disposal Agent to liquidate or realise the Collateral Assets in each Collateral Pool which secures a Series of Secured Notes in accordance with Condition 5.6 and subsequently distribute the relevant Collateral Enforcement Proceeds Share to relevant Noteholders in accordance with Condition 5.5 or (ii) where Physical Delivery of Collateral Assets is specified as applicable in the applicable Final Terms, arrange for delivery of the relevant Collateral Assets Entitlement to the relevant Noteholders in accordance with Condition 5.8, in each case after payment of any amounts payable to the Secured Parties ranking prior to the holders of the Non Waived Notes in accordance with the Order of Priority specified in the applicable Final Terms (such amounts to be paid either out of the proceeds of such liquidation or realisation of Collateral Assets or out of the proceeds transferred by the Noteholders in accordance with Condition 5.8)).

5.3 Liability of the Security Trustee and the Security Agent

Neither the Security Trustee (in the case of English Law Notes) nor the Security Agent (in the case of French Law Notes) will, in the absence of negligence, fraud and wilful misconduct, have any liability as to the consequence of any enforcement or realisation action and neither will have regard to the effect of such action on individual Noteholders.

5.4 Enforcement and Realisation by Noteholders

No Noteholder or the Representative of the Masse in the case of French Law Notes shall be entitled to enforce a Pledge Agreement or to proceed directly against SG Issuer to enforce the other provisions of a Pledge Agreement unless the Security Trustee (in the case of English Law Notes) or the Security Agent (in the case of French Law Notes), having become bound to so enforce or proceed, fails so to do within a reasonable time and such failure is continuing or the Security Trustee (in the case of English Law Notes) or the Security Agent (in the case of French Law Notes) is prevented from enforcing a Pledge Agreement by any court order.

5.5 Application and distribution of proceeds of enforcement

Unless "*Physical Delivery of Collateral Assets*" is specified in the applicable Final Terms, in connection with the enforcement of a Pledge Agreement, after the realisation and liquidation in full of all the Collateral Assets in a Collateral Pool in accordance with Condition 5.6, the Security Trustee (in the case of English Law Notes) or the Security Agent (in the case of French Law Notes) shall use the proceeds of such realisation and liquidation of the Collateral Assets to make payment of any amounts payable to the Secured Parties ranking prior to the holders of Non Waived Notes in accordance with the Order of Priority specified in the applicable Final Terms. Following such payment the Security Trustee (in the case of English Law Notes) or the Security Agent (in the case of French Law Notes) shall determine the Collateral Enforcement Proceeds Share in respect of each Secured Note and shall notify such amounts to the Noteholders in accordance with English law Condition 13 or French law Condition 13, as applicable.

Subject as provided below, the remaining proceeds from the realisation of the Collateral Assets in a Collateral Pool will then be applied in meeting the claims of Noteholders under the Secured Notes which are secured by the relevant Collateral Pool (taking into account any amounts which have been paid to Noteholders by the Guarantor pursuant to the terms of the Guarantee) *pro rata* to the Collateral Enforcement Proceeds Share of each such Secured Note.

5.5.1 Where the Collateral Enforcement Proceeds Share for a particular Secured Note is greater than the Early Redemption Amount determined following an Event of Default by the Calculation Agent in accordance with English law Condition 5.8 or French law Condition 5.8 for such Secured Note, after taking into account any amounts which have been paid to such Noteholder by the Guarantor pursuant to the terms of the Guarantee (the **Amount Owed**) then:

(A) Where NV Collateralisation or Max (NV,MV) Collateralisation is specified as the Type of Collateralisation applicable in the Final Terms applicable to such Secured Note, such Noteholder shall be entitled to receive from the Collateral Enforcement Proceeds Share up to the greater of:

(1) the product of (i) the Collateralisation Percentage and (ii) the Nominal Amount of such Secured Note and

(2) the Amount Owed,

(the greater of (1) and (2) above being hereafter referred to as to the **NV Collateralisation Enforcement Proceeds Cap**). Any excess amount of the Collateral Enforcement Proceeds Share over the NV Collateralisation Enforcement Proceeds Cap will be distributed to the Secured Parties ranking after the holders of Non Waived Notes in accordance with the Order of Priority specified in the applicable Final Terms.

(B) Where MV Collateralisation or Min (NV,MV) Collateralisation is specified in the Final Terms applicable to such Secured Note, the Noteholder is only entitled to receive from the Collateral Enforcement Proceeds Share an amount equal to the Amount Owed. Any excess of the Collateral Enforcement Proceeds Share over the Amount Owed will then be distributed to the Secured Parties ranking after the holders of Non Waived Notes in accordance with the Order of Priority specified in the applicable Final Terms.

5.5.2 Where the Collateral Enforcement Proceeds Share for a particular Secured Note is less than the Amount Owed, in accordance with Collateral Condition 6 such Noteholder shall not be entitled to any further recourse against the Issuer for such Collateral Enforcement Loss Amount, but may claim any payment of such Collateral Enforcement Loss Amount from the Guarantor under the Guarantee.

5.6 Method of realisation of Collateral Assets

Subject as may otherwise be provided for in these Additional Terms and Conditions or the Final Terms, in effecting the sales, the Security Trustee (in the case of English Law Notes), the Security Agent (in the case of French Law Notes) or, in either case, the Disposal Agent on their behalf may sell the Collateral Assets in one single tranche or in smaller tranches as it considers appropriate in order to attempt reasonably to maximise the proceeds from such sale. The Security Trustee (in the case of English Law Notes), the Security Agent (in the case of French Law Notes) or, in either case, the Disposal Agent on their behalf may effect sales of the Collateral Assets (i) on any securities exchange or quotation service on which the Collateral Assets may be listed or quoted, (ii) in the over-the-counter market or (iii) in transactions otherwise than on such exchanges or in the over-the counter market.

In general the Security Trustee (in the case of English Law Notes) and the Security Agent (in the case of French Law Notes) shall be able to exercise any right regarding the realisation of the Collateral Assets in accordance with article 11 of the Collateral Act 2005 including but not limited to the appropriation of the Collateral Assets at their value as determined by the Collateral Manager as at the most recent Collateral Test Date.

Where the Security Trustee (in the case of English Law Notes), the Security Agent (in the case of French Law Notes) or, in either case, the Disposal Agent on their behalf is required or requested to dispose of any Collateral Assets other than on any securities exchange or quotation service on which the Collateral Assets may be listed or quoted then, in compliance with the relevant provisions of the Collateral Act 2005:

(a) the Security Trustee (in the case of English Law Notes), the Security Agent (in the case of French Law Notes) or, in either case, the Disposal Agent on their behalf shall seek firm bid quotations from at least three independent dealers in assets similar in nature to the relevant Collateral Assets (and, for such purpose, it may seek quotations in respect of such Collateral Assets in their entirety or in respect of designated tranches thereof, as it considers appropriate in order to maximise the proceeds of the sale of such Collateral Assets);

(b) for the purposes of obtaining the quotations referred to in (a) above, the Security Trustee (in the case of English Law Notes), the Security Agent (in the case of French Law Notes) or, in either case, the Disposal Agent on their behalf may itself provide a bid in respect of the relevant Collateral Assets or any tranche thereof; and

(c) the Security Trustee (in the case of English Law Notes), the Security Agent (in the case of French Law Notes) or, in either case, the Disposal Agent on their behalf shall be authorised to accept in respect of each relevant tranche or, as applicable, the entirety of the relevant Collateral Assets the highest quotation so obtained (which may be a quotation from the Security Trustee (in the case of English Law Notes), the Security Agent (in the case of French Law Notes) or, in either case, the Disposal Agent on their behalf (when providing such quotations themselves, the Security Trustee, the Security Agent or the Disposal Agent shall act in a commercially reasonable manner).

5.7 Inability to realise Collateral Assets

If the Security Trustee (in the case of English Law Notes), the Security Agent (in the case of French Law Notes) or, in either case, the Disposal Agent on their behalf is unable to sell the Collateral Assets on any securities exchange or quotation service on which the Collateral Assets may be listed or quoted or obtain the three quotations required for the sale of one or more Collateral Assets, in each case pursuant

to Condition 5.6, for a period of one year from the date of the relevant Secured Note Acceleration Event (such Collateral Assets being **Non-Realised Collateral Assets**), then in lieu of cash settlement of such Non-Realised Collateral Assets and notwithstanding any other provision hereof, the Security Trustee (in the case of English Law Notes) or the Security Agent (in the case of French Law Notes) shall be entitled to Deliver, or procure the Delivery of, such Non-Realised Collateral Assets to the relevant Noteholders in accordance with Condition 5.8 and the Order of Priority specified in the applicable Final Terms.

If Delivery of any Non-Realised Collateral Assets is not possible due to the occurrence of a Physical Delivery of Collateral Assets Disruption Event for a period of greater than 20 Collateral Business Days, the Security Trustee (in the case of English Law Notes), the Security Agent (in the case of French Law Notes) or the Disposal Agent on their behalf, shall be entitled to either (i) sell such Non-Realised Collateral Assets by accepting the first available price for such Non-Realised Collateral Assets or (ii) Deliver such Non-Realised Collateral Assets if Delivery subsequently becomes possible.

5.8 Physical Delivery of Collateral Assets

Where "*Physical Delivery of Collateral Assets*" is specified in the applicable Final Terms, following enforcement of a Pledge Agreement, the Security Trustee (in the case of English Law Notes) or the Security Agent (in the case of French Law Notes) will determine the Collateral Assets Entitlement (based on the valuations of the relevant Collateral Assets by the Collateral Monitoring Agent on the Collateral Test Date immediately preceding the delivery of the Collateral Enforcement Notice) in respect of each Secured Note and shall notify such amounts to the Noteholders in accordance with English law Condition 13 or French law Condition 13, as applicable.

Subject as provided below, the Security Trustee (in the case of English Law Notes) or the Security Agent (in the case of French Law Notes) will either:

- realise and liquidate sufficient Collateral Assets in accordance with Condition 5.6, to ensure payment of any amounts payable to the Secured Parties ranking prior to the holders of Non Waived Notes in accordance with the Order of Priority specified in the applicable Final Terms, or

- upon transfer of sufficient funds by the Noteholders, pay any such amount payable to the Secured Parties ranking prior to the holders of Non Waived Notes in accordance with the Order of Priority specified in the applicable Final Terms.

Following such payment, the Security Trustee (in the case of English Law Notes) or the Security Agent (in the case of French Law Notes) will notify Noteholders of the relevant Collateral Delivery Date and will Deliver the Collateral Assets Entitlement to the Noteholders of the Secured Notes secured by the relevant Collateral Pool in accordance with the method of transfer of Collateral Assets specified in the applicable Final Terms.

5.8.1 Where the value of the Collateral Assets contained in a Collateral Assets Entitlement (based on the valuations of such assets by the Collateral Monitoring Agent on the Collateral Test Date immediately preceding the delivery of the Collateral Enforcement Notice) for a particular Secured Note is greater than the Early Redemption Amount determined following an Event of Default by the Calculation Agent in accordance with English law Condition 5.8 or French law Condition 5.8, for such Secured Note, after taking into account any amounts which have been paid to such Noteholder by the Guarantor pursuant to the terms of the Guarantee (the Amount Owed) then:

(A) Where NV Collateralisation or Max (NV,MV) Collateralisation is specified as the Type of Collateralisation applicable in the Final Terms applicable to such Note, such Noteholder shall be entitled to receive Delivery of Collateral Assets with a value (based on the valuations of such assets by the Collateral Monitoring Agent on the Collateral Test Date immediately preceding the delivery of the Collateral Enforcement Notice) up to the greater of:

(1) the product of (i) the Collateralisation Percentage and (ii) the Nominal Amount of such Secured Note, and

(2) the Amount Owed,

(the greater of (1) and (2) being hereafter referred to as to the **NV Collateralisation Collateral Assets Delivery Cap**). Any remaining Collateral Assets in a Collateral Assets Entitlement after delivery of the NV Collateralisation Collateral Assets Delivery Cap will be distributed to the Secured Parties ranking after the holders of Non Waived Notes in accordance with the Order of Priority specified in the applicable Final Terms.

(B) Where MV Collateralisation or Min (NV,MV) Collateralisation is specified in the Final Terms applicable to such Secured Note, such Noteholder is only entitled to receive from the Collateral Assets Entitlement, Collateral Assets for a value equal to the Amount Owed. Any remaining Collateral Assets will be liquidated and the proceeds thereof distributed to the Secured Parties ranking after the holders of Non Waived Notes in accordance with the Order of Priority specified in the applicable Final Terms.

5.8.2 Where the value of the Collateral Assets contained in a Collateral Assets Entitlement (based on the valuations of such assets by the Collateral Monitoring Agent on the Collateral Test Date immediately preceding the delivery of the Collateral Enforcement Notice) for a particular Secured Note is less than the Amount Owed (such loss amount being hereafter referred to as a Collateral Enforcement Loss Amount), in accordance with Condition 6 such Noteholder shall not be entitled to any further recourse against SG Issuer for such Collateral Enforcement Loss Amount, but may claim any payment of such Collateral Enforcement Loss Amount from the Guarantor under the Guarantee."

5.9 Physical Delivery of Collateral Assets Disruption Event

5.9.1 If, in the opinion of the Substitute Paying Agent, the Security Trustee (in the case of English Law Notes) or the Security Agent (in the case of French Law Notes), Delivery of all or some of the Collateral Assets forming part of the Collateral Assets Entitlement using the method of delivery specified in the applicable Final Terms, or such other commercially reasonable manner as the Substitute Paying Agent, the Security Trustee (in the case of English Law Notes) or the Security Agent (in the case of French Law Notes) has determined, is not practicable by reason of a Physical Delivery of Collateral Assets Disruption Event having occurred and continuing on any Collateral Delivery Date, then such Collateral Delivery Date shall be postponed to the first following Collateral Business Day in respect of which there is no such Physical Delivery of Collateral Assets Disruption Event, provided that the Substitute Paying Agent, the Security Trustee (in the case of English Law Notes) or the Security Agent (in the case of French Law Notes) may elect in its sole discretion to Deliver the Collateral Assets forming part of the Collateral Assets Entitlement in such other commercially reasonable manner as it may select and in such event the Collateral Delivery Date shall be such day as the Substitute Paying Agent, the Security Trustee (in the case of English Law Notes) or the Security Agent (in the case of French Law Notes) deems appropriate in connection with delivery of the Collateral Assets forming part of the Collateral Assets Entitlement in such other commercially reasonable manner.

For the avoidance of doubt, where a Physical Delivery of Collateral Assets Disruption Event affects some but not all of the Collateral Assets forming part of the Collateral Assets Entitlement due to be delivered to a Noteholder, the Collateral Delivery Date for those Collateral Assets forming part of the Collateral Assets Entitlement which are able to be Delivered will be the Collateral Delivery Date on which such Collateral Assets are delivered.

5.9.2 If Delivery of any Collateral Assets forming part of the Collateral Assets Entitlement is not possible due to the occurrence of a Physical Delivery of Collateral Assets Disruption Event for a period of greater than 20 Collateral Business Days (or such other period specified in the Final Terms), then in lieu of physical settlement and notwithstanding any other provision hereof, the Security Trustee (in the case of English Law Notes) or the Security Agent (in the case of French Law Notes), or, in either case, the Disposal

Agent on their behalf, shall sell or realise the Undeliverable Collateral Assets and deliver the proceeds thereof to Noteholders in the manner set out in Conditions 5.5 and 5.6.

5.9.3 If the Security Trustee (in the case of English Law Notes), the Security Agent (in the case of French Law Notes) or, in either case, the Disposal Agent on their behalf is unable to either (i) sell the Collateral Assets on any securities exchange or quotation service on which the Collateral Assets may be listed or quoted or obtain the three quotations required for the sale of the Collateral Assets, in each case pursuant to Condition 5.6 or (ii) Deliver such Collateral Assets due to the continuation of a Physical Delivery of Collateral Assets Disruption Event, for a period of one year from the date of the relevant Secured Note Acceleration Event, the Security Trustee (in the case of English Law Notes), the Security Agent (in the case of French Law Notes) or the Disposal Agent shall be entitled to accept the first available price for such Collateral Assets.

The Security Trustee (in the case of English Law Notes) or the Security Agent (in the case of French Law Notes) or the Substitute Paying Agent on their behalf, shall give notice as soon as practicable to the Noteholders in accordance with English law Condition 13 or French law Condition 13, as applicable, that a Physical Delivery of Collateral Assets Disruption Event has occurred. No Noteholder shall be entitled to any payment in respect of the relevant Secured Notes in the event of any delay in the Delivery of the Collateral Assets forming part of the Collateral Assets Entitlement due to the occurrence of a Physical Delivery of Collateral Assets Disruption Event and no liability in respect thereof shall attach to SG Issuer, the Guarantor, the Security Trustee (in the case of English Law Notes) or the Security Agent (in the case of French Law Notes).

5.10 Use of Substitute Paying Agent

The payment of any Collateral Enforcement Proceeds Share or the delivery of any Collateral Assets Entitlement, may, at the request of the Security Trustee (in the case of English Law Notes) or the Security Agent (in the case of French Law Notes), be undertaken by the Substitute Paying Agent pursuant to the terms of the Substitute Paying Agency Agreement.

6. SEGREGATION OF COLLATERAL POOLS AND LIMITED RECOURSE AND NON-PETITION

6.1 Limited Recourse against SG Issuer

By acquiring and holding Secured Notes, Noteholders will be deemed to acknowledge and agree that the obligations of SG Issuer to the Noteholders are limited in recourse to the Collateral Assets contained in the relevant Collateral Pool securing such Series of Secured Notes. If:

(a) there are no relevant Collateral Assets in the relevant Collateral Pool remaining which are capable of being realised or otherwise converted into cash;

(b) all amounts available from the relevant Collateral Assets in the relevant Collateral Pool have been applied to meet or provide for the relevant obligations specified in, and in accordance with, the provisions of the relevant Pledge Agreement and these Additional Terms and Conditions; and

(c) there are insufficient amounts available from the relevant Collateral Assets in the relevant Collateral Pool to pay in full, in accordance with the provisions of the relevant Pledge Agreement and these Additional Terms and Conditions, amounts outstanding under the Secured Notes (including payments of principal, premium (if any) and interest),

then the Noteholders of such Secured Notes shall have no further claim against SG Issuer in respect of any amounts owing to them which remain unpaid (including, for the avoidance of doubt, payments of principal, premium (if any) and/or interest in respect of the Notes). In particular, no Noteholder shall be entitled to have recourse to the Collateral Assets contained in a Collateral Pool other than the Collateral Pool which secures the Notes held by such Noteholder.

For the avoidance of doubt, in such a scenario, Noteholders will continue to be able to claim under the terms of the Guarantee against the Guarantor for any unpaid amounts.

6.2 Non-petition

By acquiring and holding Secured Notes, Noteholders will be deemed to acknowledge and agree that no Noteholder shall be entitled to take any steps or proceedings to procure the winding-up, administration or liquidation (or any other analogous proceeding) of SG Issuer.

7. COLLATERAL DISRUPTION EVENTS

Upon the occurrence, as determined by SG Issuer or the Collateral Manager, in each case acting in good faith, of a Collateral Disruption Event, SG Issuer may at its option and in its sole discretion consider such event as an event triggering an early redemption of the relevant Secured Notes at the Early Redemption Amount following occurrence of a collateral disruption event specified in the applicable Final Terms.

ADDITIONAL TERMS AND CONDITIONS RELATING TO FORMULAE

The following additional terms and conditions relating to formulae (the Additional Terms and Conditions relating to Formulae) will apply with respect to a relevant product (the **Product**), the reference of which will be indicated therein.
Each Product forms part of a family of products (the **Family of Products**).

OVERVIEW

Contents and description		
Family of Products		*Formulae and variable data used to define terms and conditions of amounts paid by the Notes are split in several Families of Products having similar characteristics.*
	Reference of the Product	*Each Product is identified by a reference number and name. The applicable Final Terms will specify the Reference of the Product*
	Terms and conditions relating to each Product are made up of a set of definitions and formulae used by the Calculation Agent to determine and calculate Structured Interest Amount(s) (if any), Automatic Early Redemption Amount(s) (if any), and the Final Redemption Amount (the **Product Amounts**).	
	Structured Interest: *Structured Interest Amount(s) (if any)* [*as described in Condition 1.1. below*]	*Common principles:* *For each Product Amount a specific set of definitions and formulae are specified, notably in reference with Variable Data and Reference Formula(e)* (the **Product Formula(e)**). *For the avoidance of doubt, several Variable Data and Reference Formula(e) can be associated with a particular Product Formula.* Product Amount = Specified Denomination x Product Formula Product Formula = Function{Schedule ; Specific Definitions ; Variable Data ; Reference Formula(e) ; Add-on } A specific Product Formula and/or Variable Data (as the case may be) is defined for each Product Amount.
	Automatic Early Redemption: *Automatic Early Redemption Amount(s) (if any)* [*as described in Condition 1.2 below*]	
	Final Redemption: *Final Redemption Amount* [*as described in Condition 1.3 below*]	
	The following will apply for such Structured Interest Amount(s) (if any), Automatic Early Redemption Amount(s) (if any) and the Final Redemption Amount:	
	Schedule [*as described in Condition 2.1 below*]	*A Schedule defines any Valuation Date(s) or Relevant Valuation Date(s) or any other date(s) as defined in the applicable Final Terms.* *For the avoidance of doubt, several Schedules may be used for the determination and calculation of a particular Product Amount and, in respect of Product Formula and a particular Schedule, Valuation Date or Relevant Valuation Date may be renamed (for instance, for a Schedule made of daily Valuation Dates, Valuation Date may be renamed Daily Valuation Date, for a Schedule with annual Relevant Valuation Dates, Relevant Valuation Date may be renamed*

		Annual Valuation Date, for another Schedule relating to a specific Underlying_A, Valuation Date may be renamed Underlying_A Valuation Date,...).
	Specific Definition(s) [*as described in Condition 2.2 below*]	*If relevant, definition(s) and formula(e) required for the determination and calculation of the Product Formula, specific to a particular Product only.*
	Variable Data [*as described in Condition 2.3 below*]	*List of variable data used as input(s) for the determination and calculation of the Product Formulae and specified with the relevant (inter alia) amount, level or percentage in the applicable Final Terms.*
	Reference Formula(e): [*as described in Condition 2.4 below*]	*List of relevant Reference Performance(s), Reference Level(s), Reference Price(s) and/or Reference Fixing(s) used for the determination and calculation of the Product Formulae.* *Any Reference Formula may be indexed to any type of Underlying which terms and conditions are governed by the relevant Additional Terms and Conditions for the relevant Underlying.*
	Add-on	*List of generic features that can be applied to any standard Product Formula(e) in order to either supplement or override these standard Product Formula(e).*

1. PROVISIONS AND DEFINITIONS RELATING TO STRUCTURED INTEREST (IF ANY), AUTOMATIC EARLY REDEMPTION (IF ANY) AND FINAL REDEMPTION

1.1 Structured Interest

Structured Interest (if any) means a conditional and/or performance coupon defined by a Product Formula as detailed in herein.

The provisions of this Condition 1.1 and the provisions of each relevant numbered Condition entitled "Structured Interest" for each Product shall be read in conjunction with the provisions of the relevant English law and French law Conditions.

If the applicable Final Terms specify that the paragraph "*Structured Interest Note Provisions*" is Applicable, any relevant Product Formula used for Structured Interest applicable to the relevant Product will be replicated in the subparagraph "*Structured Interest Amount(s)*" therein and will be subject, if relevant, to the provisions set out in Conditions 2.1, 2.2, 2.3 and 2.4 below:

Structured Interest Amount(s):	Unless previously redeemed, on each Interest Payment Date(i) (i from t1 to t2), the Issuer shall pay to the Noteholders, for each Note, an amount determined by the Calculation Agent as follows: [*Insert definition of Product Amount*]

If Structured Interest is set by default at "Applicable" in respect of a Product as defined herein for a Family of Products, it can be forced for a particular Product at "Not Applicable" and consequently no Structured Interest Amount will be due (i.e. Structured Interest will be set at "Not Applicable" in the applicable Final Terms of this particular Product).

1.2 Automatic Early Redemption

The provisions of this Condition 1.2 and the provisions of each relevant numbered Condition entitled "Automatic Early Redemption" for each Product shall be read in conjunction with the provisions of the relevant English law and French law Conditions.

If the applicable Final Terms specify that the paragraph "*Automatic Early Redemption*" is Applicable, any relevant Product Formula used for Automatic Early Redemption applicable to the relevant Product will be replicated in the subparagraph "*Automatic Early Redemption Amount(s)*" therein and subject, if relevant, to the provisions set out in Conditions 2.1, 2.2, 2.3 and 2.4 below:

Automatic Early Redemption Amount(s):	Unless previously redeemed, if an Automatic Early Redemption Event (or a Trigger Event or Target Event in respect of the Family of Rate Products) has occurred, then the Issuer shall redeem early the Notes on Automatic Early Redemption Date(i) (i from t1 to t2), in accordance with the following provisions in respect of each Note: [*Insert definition of Product Amount*]

If Automatic Early Redemption is set by default at "Applicable" in respect of a Product as defined herein for a Family of Products, it can be forced for a particular Product at "Not Applicable" and consequently no Automatic Early Redemption Amount will be due (i.e. Automatic Early Redemption will be set at "Not Applicable" in the applicable Final Terms of this particular Product).

1.3 Final Redemption

The provisions of this Condition 1.3 and the provisions of each relevant numbered Condition entitled "Final Redemption" for each Product shall be read in conjunction with the provisions of of the relevant English law and French law Conditions.

The applicable Final Terms will replicate any relevant Product Formula used for Final Redemption applicable to the relevant Product in the paragraph "*Final Redemption Amount*" therein and will be subject, if relevant, to the provisions set out in Conditions 2.1, 2.2, 2.3 and 2.4 below:

Final Redemption Amount:	Unless previously redeemed, the Issuer shall redeem the Notes on the Maturity Date, in accordance with the following provisions in respect of each Note: [*Insert definition of Product Amount*]

1.4 Product Formulae Add-on

For any Product Amount for which a Add-on is used, the relevant Product Amount section of the applicable Final Terms shall include the reference to (a) the relevant Add-on (Conditions 1.4.1 to 1.4.6), (b) the applicable option in relation to the relevant Add-on (Conditions 1.4.5 to 1.4.6) and (c) the reference to the Product Formula(e) (Condition 3) and / or Variable Data (Condition 5) .

1.4.1 Automatic Early Redemption Amount Add-on

Any generic Product Formula defined herein can in respect of any Product either be added to (if Automatic Early Redemption Amount is pre-defined "Not Applicable") or override any pre-defined Product Formula for the purpose of defining the Product Formula used to determine and calculate the Automatic Early Redemption Amount of this Product.

1.4.2 Structured Interest Amount Add-on

Any generic Product Formula defined herein can in respect of any Product either be added to (if Structured Interest Amount is pre-defined "Not Applicable") or override any pre-defined Product Formula for the purpose of defining the Product Formula used to determine and calculate the Structured Interest Amount of this Product.

In respect of the Family of Credit Linked Product and Bond Linked Products, if a Structured Interest Amount is added to any Product Formula, the provisions relating to Interest of the Additional Terms and Condition for Credit Linked Notes or Additional Terms and Conditions of Bond Linked Notes (as applicable) will apply *mutadis mutandis* to the Interest Structured Amount and, in respect of Single Name Notes and First-to-Default Notes, where relevant, "Specified Denomination" will be replaced by "Nominal Amount" in the formula of the Structured Interest Amount except if Accrual of Interest upon Credit Event is specified as Guaranteed Coupon.

1.4.3 Credit-linked and bond-linked condition Add-on

Any generic Product Formula defined in respect of the Family of Credit and Bond Linked Products can in respect of any Product be added to or override any pre-defined Product Formula of any Family of Products (other than Family of Credit and Bond Linked Products) for the purpose of defining the Product Formula used to determine and calculate any Product Amount of this Product.

In such a case, all the provisions applying in respect of the Family of Credit and Bond Linked Products in case of the occurrence of one or more Credit Event Determination Date(s) or Bond Event Determination Date(s) (as applicable) will apply to the quotient of the Product Formula and the Specified Denomination.

1.4.4 Memory Coupon(s) Add-on

The provisions of this Condition 1.4.4 shall be read in conjunction with the provisions of the relevant English law and French law Conditions.

Any generic Product Formula defined herein and used to determine and calculate a Product Amount as of an Interest Payment Date(i) (i from 1 to T) or an Automatic Early Redemption Date(i) (i from 1 to T), as the case may be, can in respect of any Product be modified as follows in order to take into account Product Amount(s) (if any) paid effectively by the Product on Interest Payment Date(s) immediately preceding such Interest Payment Date(i) (i from 1 to T) or Automatic Early Redemption Date(i) (i from 1 to T), as the case may be:

Product Amount(i) = Max(0 ; Specified Denomination x Participation x Product Formula(i) - SumCouponsPaid(i-1))

Where:
SumCouponsPaid(i) = SumCouponsPaid(i-1) + Structured Interest Amount(i)

With:
SumCouponsPaid(0) = 0 (zero)

And:
Participation being a Variable Data specified in the applicable Final Terms.

1.4.5 Global Factors Add-on

Any generic Product Formula defined herein and used to determine and calculate a Product Amount can be modified as follows in order to add a GlobalCap, GlobalFloor, GlobalAdditiveFactor and GlobalMultiplicativeFactor:

Option 1: If a GlobalCap applies, then:

Product Amount = Specified Denomination x Min(GlobalCap ; ProductFormula), with GlobalCap is a Variable Data specified in the applicable Final Terms.

Option 2: If a GlobalFloor applies, then:

Product Amount = Specified Denomination x Max(GlobalFloor ; ProductFormula), with GlobalFloor is a Variable Data specified in the applicable Final Terms.

Option 3: If a GlobalAdditiveFactor applies, then:

Product Amount = Specified Denomination x (ProductFormula + GlobalAdditiveFactor), with GlobalAdditiveFactor is a Variable Data specified in the applicable Final Terms.

Option 4: If a GlobalMultiplicativeFactor applies, then:

Product Amount = Specified Denomination x ProductFormula x GlobalMultiplicativeFactor, with GlobalMultiplicativeFactor is a Variable Data specified in the applicable Final Terms.

1.4.6 Foreign Exchange Add-on

Any generic Product Formula defined herein and used to determine and calculate a Product Amount can be modified as follows in order to ensure the foreign exchange consistency of a Product Amount:.

If a Foreign Exchange Adjustment applies, then;

Option 1: Product Amount(i) = Specified Denomination x Product Formula x RelevantFXRate(i)

or,

Option 2: Product Amount(i) = Specified Denomination x Product Formula / RelevantFXRate(i), as the case may be.

2 SCHEDULE, SPECIFIC DEFINITION(S), VARIABLE DATA AND REFERENCE FORMULA(E)

2.1 Schedule

A Schedule defines any Valuation Date(s) or Relevant Valuation Date(s) or any other date(s) as defined in the applicable Final Terms.

For the avoidance of doubt, several Schedules may be used for the determination and calculation of a particular Product Amount and, in respect of Product Formula and a particular Schedule, Valuation Date or Relevant Valuation Date may be renamed (for instance, for a Schedule made of daily Valuation Dates, Valuation Date may be renamed Daily Valuation Date, for a Schedule with annual Relevant Valuation Dates, Relevant Valuation Date may be renamed Annual Valuation Date, for another Schedule relating to a specific Underlying_A, Valuation Date may be renamed Underlying_A Valuation Date,...).

2.2 Specific Definition(s)

If relevant for a specific Product, specific definition(s) used to determine and calculate the Product Amount(s) (referred to as the **Specific Definition(s)**), other than generic definitions applicable to a Family of Products and Variable Data, Reference Performance(s) or Reference Level(s) applicable to this specific Product, may be defined in each paragraph entitled "*Specific Definition(s)*" below and shall be replicated in the applicable Final Terms.

2.3 Variable Data

Variable data specified in respect of any Product Formula and used to determine and calculate the corresponding Product Amount (referred to as the **Variable Data**) shall be replaced in the applicable Final Terms by the relevant (*inter alia*) amount, level or percentage. The list of required Variable Data to be used as inputs is specified in respect of any Product Formula in each paragraph entitled "*Variable Data*" below.

A definition of the Variable Data used in the Product Formulae can be found in the General Definitions section (Condition 5 below).

If a Variable Data having a value of either 0 (zero) or 1 (one), or is not used or not useful or if a Variable Data is not applicable to the calculation of certain Product Amounts, then Product Formula(e) as specified in the Final Terms may be simplified for the purpose of improving the reading and intelligibility of formula(e).

For instance, a Product Amount whose Product Formula is

ConstantRedemptionLevel + Min(Cap ; Participation x ReferenceFormula_Coupon)

may be defined in the Final Terms (with the reference to the relevant Product Number) as follows:

ReferenceFormula_Coupon

as the Variable Data "ConstantRedemptionLevel" is equal to 0, "Participation" is equal to 1, and "Cap" is not applicable.

2.4 Reference Formula(e)

Pre-defined basic formulae specified under Condition 4 below (referred to as the **Reference Formula(e)**) and used as inputs in respect of any Product Formula to determine and calculate the corresponding Product Amount shall be replicated in the applicable Final Terms. The list of required Reference Formula(e) to be used as inputs is specified in respect of any Product Formula in each paragraph entitled "*Reference Formula(e)*" below. Reference Formula(e) can either be Reference Price(s), Reference Performance(s), Reference Level(s) or Reference Fixing(s).

Any Reference Formula used in a Product Formula can be replaced by the Sum of Reference Formula and 100% or the Difference between Reference Formula and 100%.

Any Reference Formula defined in a currency other than the Specified Currency may be converted in the Specified Currency based on the Relevant Foreign Exchange Rate between the currency of the Product Formula and the Specified Currency.

A list of the main Reference Formula(e) commonly associated in respect of a specific Product is proposed in respect of each Product Formula, but other Reference Formula(e) pre-defined in Condition 4 below which would not be referenced explicitly could also be used as input to the Product Formula. For the avoidance of doubt, when Reference Formula(e) is/are not relevant for a Product, it shall not appear in the applicable Final Terms of this Product.

3. FAMILIES OF PRODUCTS AND DESCRIPTION OF THE FAMILIES

Set out below the list of Families of Products and the description of each of the Families:

Reference	Family	Description of the Family
3.1	**Certificate Products**	This family includes Products which provide an exposure to the performance (either positive or negative) of an Underlying or a Basket or one or several Underlying(s) within a Basket.
3.2	**Vanilla Products**	This family includes Products which provide exposure to the positive performance or negative performance of an Underlying or a Basket or one or several Underlying(s) within a Basket, where the Product Amount(s) are determined based on either (a) an amount which depends on the performance or level of the Underlying or Basket or one or several Underlying(s) within a Basket (Calls and Puts) or (b) a pre-defined fixed amount (Digital Calls/Puts) or variable amount (Range Accrual). Performance or level of the Underlying or Basket or one or several Underlying(s) within a Basket can be weighted, leveraged, averaged, locked, floored and/or capped.
3.3	**Yield Products**	This family includes Products which provide exposure to the positive or negative performance of an Underlying or a Basket of one or several Underlying(s) within a Basket, where the Product Amount(s) are determined based on one or many conditions (categorized in several scenarios). Typically, a condition is satisfied [or not] if the performance or level of an Underlying or Basket of one or several Underlying(s) within a Basket is higher than or equal to [or lower] a pre-defined barrier performance or level. Performance or level of the Underlying or Basket can be weighted, leveraged, averaged, locked, floored and/or capped.
3.4	**Barrier Products**	This family includes Products which provide exposure to the positive or negative performance of an Underlying or a Basket of one or several Underlying(s) within a Basket, where the Product Amount(s) are determined based on one or several conditions (categorized in several scenarios). Typically, a condition is satisfied [or not] if the performance or level of an Underlying or Basket of one or several Underlying(s) within a Basket is higher than or equal to [or lower] a pre-defined barrier performance or level. Performance or level of the Underlying or Basket or one or several Underlying(s) within a Basket can be weighted, leveraged, averaged, locked, floored and/or capped.

3.5	**Accumulator and Cliquet Products**	This family includes Products which provide exposure to the positive performance of an Underlying or a Basket or one or several Underlying(s) within a Basket, where the Product Amount(s) are determined based on an accumulation (either additive or multiplicative) of performances of the Underlying or Basket or one or several Underlying(s) within a Basket over several consecutive periods (performances being usually restriked at the beginning of every period). Performances of the Underlying or Basket or one or several Underlying(s) within a Basket can be weighted, leveraged, averaged, locked, floored and/or capped.
3.6	**Multi-underlying Products**	This family includes Products which provide exposure to the positive performance of several Underlyings comprising the Basket, where the Product Amount(s) are determined based on the individual performance or level of each Underlying, provided that this individual performance or level can be weighted, leveraged, averaged, locked, floored and/or capped. Composition of the Basket can be altered over time depending on the individual performance or level of the Underlyings. Performances of the Underlyings or Basket or one or several Underlying(s) within a Basket can be weighted, leveraged, averaged, locked, floored and/or capped.
3.7	**Volatility Products**	This family includes Products which provide exposure to the positive performance or negative performance of the historical variance or historical volatility of an Underlying or a Basket or one or several Underlying(s) within a Basket. Variance and volatility are measures of the dispersion of Underlying(s) returns. The Product Amount(s) are determined based on either (a) performance or level of the Underlying or Basket or one or several Underlying(s) within a Basket, (b) historical variance or historical volatility of the Underlying or Basket or (c) additional parameters (if relevant). Performance or level or historical variance or historical volatility of the Underlying or Basket can be weighted, leveraged, averaged, locked, floored and/or capped.
3.8	**Systematic Strategy Products**	This family includes Products which provide exposure to the positive performance of a Dynamic Basket made up of a RiskyComponent, a SafeComponent, and when leveraged is used, a Leverage Component. The Dynamic Basket level is determined by iteration depending on the exposure to the RiskyComponent, SafeComponent and Leverage Component (if relevant) and their respective levels. The exposure to the RiskyComponent, SafeComponent and Leverage Component (if relevant) are determined in the Product Fomula and as an illustration can be determined in accordance with a constant proportion portfolio

		insurance or target volatility mechanisms. The Dynamic Basket level can be weighted, leveraged, averaged, locked, floored and/or capped.
3.9	**Rate Products**	This family includes Products commonly used to provide exposure to Reference Rate or Inflation Index, provided that other Family of Products may be indexed to Reference Rate or Inflation Rate.
3.10	**Credit and Bond Linked Products**	This family includes Products which provide exposure to the credit risk of a Reference Entity or a Reference Portfolio comprising several Reference Entities (in respect of Credit Linked Notes or a Bond or a Reference Portfolio comprising several Bonds (in respect of Bond Linked Notes) and the financial indebtedness of any such Reference Entity or one or several Reference Entity(ies) within the Reference Portfolio (in respect of Credit Linked Notes), where the Product Amounts are determined according to the occurrence of Credit Event(s) or Bond Event(s) and in the case of the occurrence of Credit Event(s), according to the Cash Redemption Amount or the Physical Delivery Amount (with, if any, the Cash Redemption Amount per Undeliverable Obligations), as applicable, as defined in the Additional Terms and Conditions for Credit Linked Notes or of Bond Event(s), according to the Cash Redemption Amount as defined in the Additional Terms and Conditions for Bond Linked Notes.
3.11	**Combined Vanilla**	This family includes Products which provide exposure to the positive performance or negative performance of an Underlying or a Basket or one or several Underlying(s) within a Basket, where the Product Amount(s) are determined as a floored, capped or leveraged weighted combination, either additive or multiplicative, of vanilla calls, puts, digits, fixed amounts, and combinations, either additive or multiplicative, of calls, digits and fixed amounts.

3.1 FAMILY OF CERTIFICATE PRODUCTS

Set out below the Certificate Products, the reference of which will be specified in the applicable Final Terms in the paragraph "*Reference of the Product*":

3.1.1 Certificate Products

If the applicable Final Terms specify that "*Reference of the Product*" is 3.1.1, the following applies:

3.1.1.1 **Structured Interest:** Not Applicable

3.1.1.2 **Automatic Early Redemption:** Applicable

Automatic Early Redemption Amount(i) = Specified Denomination × Product Formula(i)

Product Formula(i) = Coupon_AERA(i)

3.1.1.3 **Final Redemption:**

Final Redemption Amount = Specified Denomination x Product Formula(T)

Product Formula(T) = Participation x ReferenceFormula_Final(T)

3.1.1.4 **Specific Definition(s):**

Automatic Early Redemption Event is deemed to have occurred, as determined by the Calculation Agent, if on a Valuation Date(RVD(i)), ReferenceFormula_Autocall(RVD(i)) is [higher] [lower] than [or equal to] BarrierAutocall(i).

3.1.1.5 **Variable Data:**
Coupon_AERA
Participation
BarrierAutocall

The Variable Data are defined under Condition 5.4 herein.

3.1.1.6 **Reference Formula(e):**
ReferenceFormula_Autocall
ReferenceFormula_Final

The main Reference Formula(e) defined under Condition 4 and used for these Products is/are (but without limitation):
Level
BasketLevel

3.2 FAMILY OF VANILLA PRODUCTS

Set out below the list of Vanilla Products, each as described hereinafter:

Reference of the Product	**Product**
3.2.1	European Calls
3.2.2	European Puts
3.2.3	Digital Calls
3.2.4	Digital Puts
3.2.5	Range Accrual

The Reference of the Product will be specified in the applicable Final Terms.

3.2.1 European Calls

If the applicable Final Terms specify that "*Reference of the Product*" is 3.2.1, the following applies:

3.2.1.1 **Structured Interest:**

Scenario 1:
If on Valuation Date(RVD(i)), ReferenceFormula_Coupon(RVD(i)) is higher than [or equal to] Strike(i), then:

Structured Interest Amount(i) = Specified Denomination x Product Formula(i)

Product Formula(i) = Participation(i) x (ReferenceFormula_Coupon(RVD(i)) – Strike(i))

Scenario 2:
If on Valuation Date(RVD(i)), ReferenceFormula_Coupon(RVD(i)) is lower than [or equal to] Strike(i), then:

Structured Interest Amount(i) = 0 (zero)

3.2.1.2 **Automatic Early Redemption:** Applicable

Automatic Early Redemption Amount(i) = Specified Denomination × Product Formula(i)

Product Formula(i) = Coupon_AERA(i)

3.2.1.3 **Final Redemption:**

Scenario 1:
If on Valuation Date(T), ReferenceFormula_Final(T) is higher than [or equal to] StrikeFinal, then:

Final Redemption Amount = Specified Denomination x Product Formula(T)

Product Formula(T) = ConstantRedemptionLevel_FRA_1 + FinalParticipation x (ReferenceFormula_Final(T) – StrikeFinal)

Scenario 2:
If on Valuation Date(T), ReferenceFormula_Final(T) is lower than [or equal to] StrikeFinal, then:

Final Redemption Amount = Specified Denomination x Product Formula(T)

Product Formula(T) = ConstantRedemptionLevel_FRA_2

3.2.1.4 **Specific Definition(s):**

Automatic Early Redemption Event is deemed to have occurred, as determined by the Calculation Agent, if on a Valuation Date(RVD(i)), ReferenceFormula_Autocall(RVD(i)) is [higher] [lower] than [or equal to] BarrierAutocall(i).

3.2.1.5 **Variable Data:**
Strike
Participation
Coupon_AERA
StrikeFinal
ConstantRedemptionLevel_FRA_1
ConstantRedemptionLevel_FRA_2
FinalParticipation
BarrierAutocall

The Variable Data are defined under Condition 5.4 herein.

3.2.1.6 **Reference Formula(e):**
ReferenceFormula_Coupon

ReferenceFormula_Final
ReferenceFormula_Autocall

The main Reference Formula(e) defined under Condition 4 and used for these Products is/are (but without limitation):
Level
BestLevel
WorstLevel
AverageTimeLevel
MaxTimeLevel
MinTimeLevel

3.2.2 European Puts

If the applicable Final Terms specify that "*Reference of the Product*" is 3.2.2, the following applies:

3.2.2.1 **Structured Interest:**

Scenario 1:
If on Valuation Date(RVD(i)), ReferenceFormula_Coupon(RVD(i)) is lower than [or equal to] Strike(i), then:

Structured Interest Amount(i) = Specified Denomination x Product Formula(i)

Product Formula(i) = [Participation(i) x (Strike(i) - ReferenceFormula_Coupon(RVD(i))]

Scenario 2:
If on Valuation Date(RVD(i)), ReferenceFormula_Coupon(RVD(i)) is higher than [or equal to] Strike(i), then:

Structured Interest Amount(i) = 0 (zero)

3.2.2.2 **Automatic Early Redemption:** Applicable

Automatic Early Redemption Amount(i) = Specified Denomination × Product Formula(i)

Product Formula(i) = Coupon_AERA(i)

3.2.2.3 **Final Redemption:**

Scenario 1:
If on Valuation Date(T), ReferenceFormula_Final(T) is lower than [or equal to] StrikeFinal then:

Final Redemption Amount = Specified Denomination x Product Formula(T)

Product Formula(T) = ConstantRedemptionLevel_FRA_1 + FinalParticipation x (StrikeFinal - ReferenceFormula_Final(T))

Scenario 2:
If on Valuation Date(T), ReferenceFormula_Final(T) is higher than [or equal to] StrikeFinal then:

Final Redemption Amount = Specified Denomination x Product Formula(T)

Product Formula(T) = ConstantRedemptionLevel_FRA_2

3.2.2.4 **Specific Definition(s):**

Automatic Early Redemption Event is deemed to have occurred, as determined by the Calculation Agent, if on a Valuation Date(RVD(i)), ReferenceFormula_Autocall(RVD(i)) is [higher] [lower] than [or equal to] BarrierAutocall(i).

3.2.2.5 **Variable Data:**
Strike
Participation
Coupon_AERA
StrikeFinal
ConstantRedemptionLevel_FRA_1
ConstantRedemptionLevel_FRA_2
FinalParticipation
BarrierAutocall

The Variable Data are defined under Condition 5.4 herein.

3.2.2.6 **Reference Formula(e) :**

ReferenceFormula_Coupon
ReferenceFormula_Final
ReferenceFormula_Autocall

The main Reference Formula(e) defined under Condition 4 and used for these Products is/are (but without limitation):
Level
BestLevel
WorstLevel
AverageTimeLevel
MaxTimeLevel
MinTimeLevel

3.2.3 Digital Calls

If the applicable Final Terms specify that "*Reference of the Product*" is 3.2.3, the following applies:

3.2.3.1 **Structured Interest:**

Scenario 1:
If on Valuation Date(RVD(i)), ReferenceFormula_Barrier(RVD(i)) is higher than [or equal to] Barrier(i), then:

Structured Interest Amount(i) = Specified Denomination x Product Formula(i)

Product Formula(i) = Coupon(i)

Scenario 2:
If on Valuation Date(RVD(i)), ReferenceFormula_Barrier(RVD(i)) is lower than [or equal to] Barrier(i), then:

Structured Interest Amount(i) = 0 (zero)

3.2.3.2 **Automatic Early Redemption:** Applicable

Automatic Early Redemption Amount(i) = Specified Denomination × Product Formula(i)

Product Formula(i) = Coupon_AERA(i)

3.2.3.3 **Final Redemption:**

Scenario 1:
If on Valuation Date(T), ReferenceFormula_Final(T) is higher than [or equal to] BarrierFinal, then:

Final Redemption Amount = Specified Denomination x Product Formula(T)

Product Formula(T) = ConstantRedemptionLevel_FRA_1 + Coupon_FRA

Scenario 2:
If on Valuation Date(T), ReferenceFormula_Final(T) is lower than [or equal to] BarrierFinal, then:

Final Redemption Amount = Specified Denomination x Product Formula(T)

Product Formula(T) = ConstantRedemptionLevel_FRA_2

3.2.3.4 **Specific Definition(s):**

Automatic Early Redemption Event is deemed to have occurred, as determined by the Calculation Agent, if on a Valuation Date(RVD(i)), ReferenceFormula_Autocall(RVD(i)) is [higher] [lower] than [or equal to] BarrierAutocall(i).

3.2.3.5 **Variable Data:**
Barrier
Coupon
Coupon_AERA
BarrierFinal
ConstantRedemptionLevel_FRA_1
ConstantRedemptionLevel_FRA_2
Coupon_FRA
BarrierAutocall

The Variable Data are defined under Condition 5.4 herein.

3.2.3.6 **Reference Formula(e):**

ReferenceFormula_Barrier
ReferenceFormula_Final
ReferenceFormula_Autocall

The main Reference Formula(e) defined under Condition 4 and used for these Products is/are (but without limitation):
Level
BestLevel
WorstLevel
AverageTimeLevel
MaxTimeLevel
MinTimeLevel

3.2.4 Digital Puts

If the applicable Final Terms specify that "*Reference of the Product*" is 3.2.4, the following applies:

3.2.4.1 **Structured Interest:**

Scenario 1:
If on Valuation Date(RVD(i)), ReferenceFormula_Barrier(RVD(i)) is lower than [or equal to] Barrier(i), then:

Structured Interest Amount(i) = Specified Denomination x Product Formula(i)

Product Formula(i) = Coupon(i)

Scenario 2:
If on Valuation Date(RVD(i)), ReferenceFormula_Barrier(RVD(i)) is higher than [or equal to] Barrier(i), then:

Structured Interest Amount(i) = 0 (zero)

3.2.4.2 **Automatic Early Redemption:** Applicable

Automatic Early Redemption Amount(i) = Specified Denomination × Product Formula(i)

Product Formula(i) = Coupon_AERA(i)

3.2.4.3 **Final Redemption:**

Scenario 1:
If on Valuation Date(T), ReferenceFormula_Final(T) is lower than [or equal to] BarrierFinal, then:

Final Redemption Amount = Specified Denomination x Product Formula(T)

Product Formula(T) = ConstantRedemptionLevel_FRA_1 + Coupon_FRA

Scenario 2:
If on Valuation Date(T), ReferenceFormula_Final(T) is higher than [or equal to] BarrierFinal, then:

Final Redemption Amount = Specified Denomination x Product Formula(T)

Product Formula(T) = ConstantRedemptionLevel_FRA_2

3.2.4.4 **Specific Definition(s):**

Automatic Early Redemption Event is deemed to have occurred, as determined by the Calculation Agent, if on a Valuation Date(RVD(i)), ReferenceFormula_Autocall(RVD(i)) is [higher] [lower] than [or equal to] BarrierAutocall(i).

3.2.4.5 **Variable Data:**
Barrier
Coupon
Coupon_AERA
CouponAutocall
BarrierFinal
ConstantRedemptionLevel_FRA_1
ConstantRedemptionLevel_FRA_2
Coupon_FRA
BarrierAutocall

The Variable Data are defined under Condition 5.4 herein.

3.2.4.6 **Reference Formula(e):**

ReferenceFormula_Barrier
ReferenceFormula_Final
ReferenceFormula_Autocall

The main Reference Formula(e) defined under Condition 4 and used for these Products is/are (but without limitation):
Level
BestLevel
WorstLevel
AverageTimeLevel
MaxTimeLevel
MinTimeLevel

3.2.5 Range Accrual

If the applicable Final Terms specify that "*Reference of the Product*" is 3.2.5, the following applies:

3.2.5.1 **Structured Interest:**

Structured Interest Amount (i) = Specified Denomination x Product Formula(i)

Product Formula(i) = Coupon(i) x ReferenceFormula_Coupon(RVD(i))

3.2.5.2 **Automatic Early Redemption:** Not Applicable

3.2.5.3 **Final Redemption:**

Final Redemption Amount = Specified Denomination x Product Formula(T)

Product Formula(T) = ConstantRedemptionLevel + Coupon_FRA x ReferenceFormula_Final(RVD(T))

3.2.5.4 **Variable Data:**
Coupon
ConstantRedemptionLevel
Coupon_FRA

The Variable Data are defined under Condition 5.4 herein.

3.2.5.5 **Reference Formula(e):**
ReferenceFormula_Coupon
ReferenceFormula_Final

The main Reference Formula(e) defined under Condition 4 and used for these Products is/are (but without limitation):
RangeAccrualFormula

3.3 FAMILY OF YIELD PRODUCTS

Set out below the list of Yield Products, each as described hereinafter:

Reference of the Product	**Product**
3.3.1	Reverse Convertible
3.3.2	Digit Coupon Autocall
3.3.3	Digit Coupon Autocall with Memory Effect
3.3.4	Athena, Apollon
3.3.5	Daily Accrual
3.3.6	Digit Coupon Reverse Convertible
3.3.7	Reverse Convertible with Automatic Early Redemption Event
3.3.8	Digit Coupon Autocall with Recall Coupon
3.3.9	Athena Airbag

The Reference of the Product will be specified in the applicable Final Terms.

3.3.0 Generic descriptions, Variable Data, relevant Reference Formula(e) and Specific Definition(s) for Yield Products

3.3.0.1 Description of Options relating to Final Redemption

Set out below a list of different options constituting scenarios describing Product Formulae used to determine and calculate the Final Redemption Amount, subject to conditions specified in each option ("**Option**"). Each Product Formula will specify the applicable Option used for determining and calculating the Final Redemption Amount.

OPTION 1: *Final barrier only*

Scenario 1:
If on Valuation Date(T), ReferenceFormula_Barrier(T) is higher than [or equal to] BarrierFinal, then:

Final Redemption Amount = Specified Denomination × Product Formula(T)

Product Formula(T) = ConstantRedemptionLevel_FRA_1

Scenario 2:
If on Valuation Date(T), ReferenceFormula_Barrier(T) is lower than [or equal to] BarrierFinal, then:

If settlement by way of cash:
Final Redemption Amount = Specified Denomination × Product Formula(T)

Product Formula(T) = ConstantRedemptionLevel_FRA_2 + ReferenceFormula_Final(T)

If settlement by way of physical delivery:
Final Redemption Amount = Physical Delivery Amount(T)

OPTION 2: *Final barrier with Knock-In feature*

Scenario 1:
If on Valuation Date(T), ReferenceFormula_Barrier(T) is higher than [or equal to] BarrierFinal, then:

Final Redemption Amount = Specified Denomination × Product Formula(T)

Product Formula(T) = ConstantRedemptionLevel_FRA_1

Scenario 2:
If on Valuation Date(T), ReferenceFormula_Barrier(T) is lower than [or equal to] BarrierFinal and a [European] [American] Knock-In Event has not occurred, then:

Final Redemption Amount = Specified Denomination × Product Formula(T)

Product Formula(T) = ConstantRedemptionLevel_FRA_2

Scenario 3:
If on Valuation Date(T), ReferenceFormula_Barrier(T) is lower than [or equal to] BarrierFinal and a [European] [American] Knock-In Event has occurred, then:

If settlement by way of cash:
Final Redemption Amount = Specified Denomination × Product Formula(T)

Product Formula(T) = ConstantRedemptionLevel_FRA_3 + ReferenceFormula_Final(T)

If settlement by way of physical delivery:
Final Redemption Amount = Physical Delivery Amount(T)

OPTION 3: *European Knock-In feature*

Scenario 1:
If a European Knock-In Event has not occurred, then:

Final Redemption Amount = Specified Denomination × Product Formula(T)

Product Formula(T) = ConstantRedemptionLevel_FRA_1

Scenario 2:
If a European Knock-In Event has occurred, then:

If settlement by way of cash:
Final Redemption Amount = Specified Denomination × Product Formula(T)

Product Formula(T) = ConstantRedemptionLevel_FRA_2 + ReferenceFormula_Final(T)

If settlement by way of physical delivery:
Final Redemption Amount = Physical Delivery Amount(T)

OPTION 4: *Final barrier with specific recall coupon*

For the avoidance of doubt, with respect to this Option, BarrierAutocall(T) is usually higher than BarrierFinal.

Scenario 1:
If on Valuation Date(T), ReferenceFormula_Autocall(T) is higher than [or equal to] BarrierAutocall(T), then:

Final Redemption Amount = Specified Denomination × Product Formula(T)

Product Formula(T) = ConstantRedemptionLevel_FRA_1 + Coupon_FRA

Scenario 2:
If on Valuation Date(T), ReferenceFormula_Autocall(T) is lower than [or equal to] BarrierAutocall(T) and ReferenceFormula_Barrier(T) is higher than [or equal to] BarrierFinal, then:

Final Redemption Amount = Specified Denomination × Product Formula(T)

Product Formula(T) = ConstantRedemptionLevel_FRA_2

Scenario 3:
If on Valuation Date(T), ReferenceFormula_Autocall(T) is lower than [or equal to] BarrierAutocall(T) and ReferenceFormula_Barrier(T) is lower than [or equal to] BarrierFinal, then:

If settlement by way of cash:

Final Redemption Amount = Specified Denomination × Product Formula(T)

Product Formula(T) = ConstantRedemptionLevel_FRA_3 + ReferenceFormula_Final(T)

If settlement by way of physical delivery:

Final Redemption Amount = Physical Delivery Amount(T)

OPTION 5: *Final barrier with Knock-In feature and specific recall coupon*

For the avoidance of doubt, with respect to this Option, BarrierAutocall(T) is usually higher than BarrierFinal.

Scenario 1:
If on Valuation Date(T), ReferenceFormula_Autocall(T) is higher than [or equal to] BarrierAutocall(T), then:

Final Redemption Amount = Specified Denomination × Product Formula(T)

Product Formula(T) = ConstantRedemptionLevel_FRA_1 + Coupon_FRA

Scenario 2:
If on Valuation Date(T), ReferenceFormula_Autocall(T) is lower than [or equal to] BarrierAutocall(T) and ReferenceFormula_Barrier(T) is higher than [or equal to] BarrierFinal, then:

Final Redemption Amount = Specified Denomination × Product Formula(T)

Product Formula(T) = ConstantRedemptionLevel_FRA_2

Scenario 3:
If on Valuation Date(T), ReferenceFormula_Autocall(T) is lower than [or equal to] BarrierAutocall(T) and ReferenceFormula_Barrier(T) is lower than [or equal to] BarrierFinal and a [European] [American] Knock-In Event has not occurred, then:

Final Redemption Amount = Specified Denomination × Product Formula(T)

Product Formula(T) = ConstantRedemptionLevel_FRA_3

Scenario 4:
If on Valuation Date(T), ReferenceFormula_Autocall(T) is lower than [or equal to] BarrierAutocall(T) and ReferenceFormula_Barrier(T) is lower than [or equal to] BarrierFinal and a [European] [American] Knock-In Event has occurred, then:

If settlement by way of cash:

Final Redemption Amount = Specified Denomination × Product Formula(T)

Product Formula(T) = ConstantRedemptionLevel_FRA_4 + ReferenceFormula_Final(T)

If settlement by way of physical delivery:
Final Redemption Amount = Physical Delivery Amount(T)

OPTION 6: *Knock-In feature and specific recall coupon*

Scenario 1:
If on Valuation Date(T), ReferenceFormula_Autocall(T) is higher than [or equal to] BarrierAutocall(T), then:

Final Redemption Amount = Specified Denomination × Product Formula(T)

Product Formula(T) = ConstantRedemptionLevel_FRA_1 + Coupon_FRA

Scenario 2:
If on Valuation Date(T), ReferenceFormula_Autocall(T) is lower than [or equal to] BarrierAutocall(T) and a [European] [American] Knock-In Event has not occurred, then:

Final Redemption Amount = Specified Denomination × Product Formula(T)

Product Formula(T) = ConstantRedemptionLevel_FRA_2

Scenario 3:
If on Valuation Date(T), ReferenceFormula_Autocall(T) is lower than [or equal to] BarrierAutocall(T) and a [European] [American] Knock-In Event has occurred, then:

If settlement by way of cash:
Final Redemption Amount = Specified Denomination × Product Formula(T)

Product Formula(T) = ConstantRedemptionLevel_FRA_3 + ReferenceFormula_Final(T)

If settlement by way of physical delivery:
Final Redemption Amount = Physical Delivery Amount(T)

OPTION 7: *Oxygen*

Scenario 1:
If on Valuation Date(T), ReferenceFormula_Autocall(T) is higher than [or equal to] BarrierAutocall(T), then:

Final Redemption Amount = Specified Denomination × Product Formula(T)

Product Formula(T) = ConstantRedemptionLevel_FRA_1 + Coupon_FRA

Scenario 2:
If on Valuation Date(T), ReferenceFormula_Autocall(T) is lower than [or equal to] BarrierAutocall(T), then:

If settlement by way of cash:
Final Redemption Amount = Specified Denomination × Product Formula(T)

Product Formula(T) = ConstantRedemptionLevel_FRA_2 + ReferenceFormula_Final(T)

If settlement by way of physical delivery:
Final Redemption Amount = Physical Delivery Amount(T)

OPTION 8: *Airbag*

Scenario 1:
If on Valuation Date(RVD(T)), ReferenceFormula_Autocall(T) is higher than [or equal to] BarrierAutocall(T), then:

Final Redemption Amount = Specified Denomination x Product Formula(T)

Product Formula(T) = ConstantRedemptionLevel_FRA_1 + Max(Floor1 ; Min(Cap1 ; Participation1 x (ReferenceFormula_Final_1(T) – Strike)))

Scenario 2:
If on Valuation Date(RVD(T)), ReferenceFormula_Autocall(T) is lower than [or equal to] BarrierAutocall(T) and ReferenceFormula_Final(T) is higher than [or equal to] Strike, then:

Final Redemption Amount = Specified Denomination x Product Formula(T)

Product Formula(T) = ConstantRedemptionLevel_FRA_2 + Max(Floor2 ; Min(Cap2 ; Participation2 x (ReferenceFormula_Final_2(T) – Strike)))

Scenario 3:
If on Valuation Date(RVD(T)), ReferenceFormula_Autocall(T) is lower than [or equal to] BarrierAutocall(T) and ReferenceFormula_Final(T) is lower than [or equal to] Strike, then:

If settlement by way of cash:
Final Redemption Amount = Specified Denomination x Product Formula(T)

Product Formula(T) = ConstantRedemptionLevel_FRA_3 + Max(Floor3 ; Min(Cap3 ; Participation3 x (ReferenceFormula_Final(T) – Strike)))

If settlement by way of physical delivery:
Final Redemption Amount = Physical Delivery Amount(T)

OPTION 9: *Airbag with [European] [American] Knock-In feature*

Scenario 1:

If on Valuation Date(RVD(T)), ReferenceFormula_Autocall(T) is higher than [or equal to] BarrierAutocall(T), then:

Final Redemption Amount = Specified Denomination x Product Formula(T)

Product Formula(T) = ConstantRedemptionLevel_FRA_1 + Max(Floor1 ; Min(Cap1 ; Participation1 x (ReferenceFormula_Final_1(T) – Strike)))

Scenario 2:
If on Valuation Date(RVD(T)), ReferenceFormula_Autocall(T) is lower than [or equal to] BarrierAutocall(T) and a [European] [American] Knock-In Event has not occurred, then:

Final Redemption Amount = Specified Denomination x Product Formula(T)

Product Formula(T) = ConstantRedemptionLevel_FRA_2 + Max(Floor2 ; Min(Cap2 ; Participation2 x (ReferenceFormula_Final_2(T) – Strike)))

Scenario 3:
If on Valuation Date(RVD(T)), ReferenceFormula_Autocall(T) is lower than [or equal to] BarrierAutocall(T) and a [European] [American] Knock-In Event has occurred, then:

If settlement by way of cash:
Final Redemption Amount = Specified Denomination x Product Formula(T)

Product Formula(T) = ConstantRedemptionLevel_FRA_3 + Max(Floor3 ; Min(Cap3 ; Participation3 x (ReferenceFormula_Final_3(T) – Strike)))

If settlement by way of physical delivery:
Final Redemption Amount = Physical Delivery Amount(T)

OPTION 10: *Final Barrier with customized performance*

For the avoidance of doubt, with respect to this Option, BarrierAutocall(T) is usually higher than Strike

Scenario 1:
If on Valuation Date(T), ReferenceFormula_Autocall_1(T) is higher than [or equal to] BarrierAutocall(T), then:

Final Redemption Amount = Specified Denomination × Product Formula(T)

Product Formula(T) = ConstantRedemptionLevel_FRA_1 + Max(Participation x ReferenceFormula_Final(T) ; Coupon_FRA)

Scenario 2:
If on Valuation Date(T), ReferenceFormula_Autocall_1(T) is lower than [or equal to] BarrierAutocall(T) and ReferenceFormula_Autocall_1(T) is higher than [or equal to] Strike, then:

Final Redemption Amount = Specified Denomination × Product Formula(T)

Product Formula(T) = ConstantRedemptionLevel_FRA_2

Scenario 3:
If on Valuation Date(T), ReferenceFormula_Autocall_1(T) is lower than [or equal to] BarrierAutocall(T) and ReferenceFormula_Autocall_1(T) is lower than [or equal to] Strike, then:

If settlement by way of cash:
Final Redemption Amount = Specified Denomination × Product Formula(T)

Product Formula(T) = ConstantRedemptionLevel_FRA_3 + ReferenceFormula_Autocall_2(T)

If settlement by way of physical delivery:

Final Redemption Amount = Physical Delivery Amount(T)

OPTION 11: *Final Barrier with customized performance with [European] [American] Knock-In feature*

Scenario 1:
If on Valuation Date(T), ReferenceFormula_Autocall(T) is higher than [or equal to] BarrierAutocall(T), then:

Final Redemption Amount = Specified Denomination × Product Formula(T)

Product Formula(T) = ConstantRedemptionLevel_FRA_1 + Max(Participation x ReferenceFormula_Final_1(T) ; Coupon_FRA)

Scenario 2:
If on Valuation Date(T), ReferenceFormula_Autocall(T) is lower than [or equal to] BarrierAutocall(T) and a [European] [American] Knock-In Event has not occurred, then:

Final Redemption Amount = Specified Denomination × Product Formula(T)

Product Formula(T) = ConstantRedemptionLevel_FRA_2

Scenario 3:
If on Valuation Date(T), ReferenceFormula_Autocall(T) is lower than [or equal to] BarrierAutocall(T) and a [European] [American] Knock-In Event has occurred, then:

If settlement by way of cash:
Final Redemption Amount = Specified Denomination × Product Formula(T)

Product Formula(T) = ConstantRedemptionLevel_FRA_3 + ReferenceFormula_Final_2(T)

If settlement by way of physical delivery:
Final Redemption Amount = Physical Delivery Amount(T)

OPTION 12: *Final barrier with specific recall coupon and with Final Participation*

Scenario 1:
If on Valuation Date(T), ReferenceFormula_Autocall(T) is higher than [or equal to] BarrierAutocall(T), then:

Final Redemption Amount = Specified Denomination × Product Formula(T)

Product Formula(T) = ConstantRedemptionLevel_FRA_1 + Max(Floor ; Min(Cap ; Participation x (ReferenceFormula_Final_1(T) – Strike)))

Scenario 2:
If on Valuation Date(T), ReferenceFormula_Autocall(T) is lower than [or equal to] BarrierAutocall(T) and ReferenceFormula_Barrier(T) is higher than [or equal to] BarrierFinal, then:

Final Redemption Amount = Specified Denomination × Product Formula(T)

Product Formula(T) = ConstantRedemptionLevel_FRA_2

Scenario 3:
If on Valuation Date(T), ReferenceFormula_Autocall(T) is lower than [or equal to] BarrierAutocall(T) and ReferenceFormula_Barrier(T) is lower than [or equal to] BarrierFinal, then:

If settlement by way of cash:
Final Redemption Amount = Specified Denomination × Product Formula(T)

Product Formula(T) = ConstantRedemptionLevel_FRA_3 + ReferenceFormula_Final_2(T)

If settlement by way of physical delivery:

Final Redemption Amount = Physical Delivery Amount(T)

3.3.0.2 **Automatic Early Redemption Event**

a) Description:

Automatic Early Redemption Event is deemed to have occurred, as determined by the Calculation Agent, if on a Valuation Date(i) (i from 1 to T), ReferenceFormula_Autocall(i) is [higher] [lower] than [or equal to] BarrierAutocall(i).

b) Variable Data:
BarrierAutocall

The Variable Data is defined under Condition 5.4 herein.

c) Reference Formula(e):
ReferenceFormula_Autocall

3.3.0.3 **Knock-In Event**

3.3.0.3a **European Knock-In Event**

a) Description:

European Knock-In Event is deemed to have occurred, as determined by the Calculation Agent, if on Valuation Date(T), ReferenceFormula_Knock-In(T) is [higher] [lower] than [or equal to] Knock-InThreshold.

b) Variable Data:
Knock-InThreshold

The Variable Data is defined under Condition 5.4 herein.

c) Reference Formula(e):
ReferenceFormula_Knock-In

3.3.0.3b **American Knock-In Event**

a) Description:

American Knock-In Event is deemed to have occurred, as determined by the Calculation Agent, if on a Valuation Date(i) (i from 1 to T), ReferenceFormula_Knock-In(i) is [higher] [lower] than [or equal to] Knock-InThreshold.

b) Variable Data:
Knock-InThreshold

The Variable Data is defined under Condition 5.4 herein.

c) Reference Formula(e):
ReferenceFormula_Knock-In

3.3.0.4 **Description of Physical Delivery Amount**

***CASE 1**: if the Notes are indexed on one Underlying and the currency of the Underlying is the same as the Specified Currency:*

An integer number of Deliverable Asset determined and calculated pursuant to the following formula:

Physical Delivery Amount(T) = Specified Denomination / PhysicalAmountStrikePrice

The fractional part of this number, if any, is paid in cash: the cash amount is calculated by multiplying (a) the fractional part by (b) the Closing Price of the Underlying as of Valuation Date(T). This cash amount is rounded up to 4 decimals.

***CASE 2**: if the Notes are indexed on one Underlying and the currency of the Underlying is different from the Specified Currency:*

An integer number of Deliverable Asset determined and calculated pursuant to the following formula:

Physical Delivery Amount(T) = Specified Denomination / (PhysicalAmountStrikePrice x RelevantFXRate(T))

The fractional part of this number, if any, is paid in cash: the cash amount is calculated by multiplying (a) the fractional part by (b) the Product of (i) the relevant Closing Price of the Underlying as of Valuation Date(T) and (ii) the Relevant Foreign Exchange Rate as of Valuation Date(T). This cash amount is rounded up to 4 decimals.

***CASE 3**: if the Notes are indexed on more than one Underlying and the currency of the Underlyings is equal to the Specified Currency:*

An integer number of Deliverable Asset(k) determined and calculated pursuant to the following formula:

Physical Delivery Amount(T) = Specified Denomination / PhysicalAmountStrikePrice(k)

With:

(k) being the Underlying with the lowest Performance(T,k), provided that if several Underlyings achieve the same lowest Performance(T,k), the Underlying having the largest market capitalisation is retained;

The fractional part of this number, if any, is paid in cash: the cash amount is calculated by multiplying (a) the fractional part by (b) the Closing Price of this Underlying as of Valuation Date(T). This cash amount is rounded up to 4 decimals.

***CASE 4**: if the Notes are indexed on more than one Underlying and the currency of at least one Underlying is different from the Specified Currency:*

An integer number of Deliverable Asset(k) determined and calculated pursuant to the following formula:

Physical Delivery Amount(T) = Specified Denomination / (PhysicalAmountStrikePrice(k) x RelevantFXRate(T))

With:

(k) being the Underlying with the lowest Performance(T,k), provided that If several Underlyings achieve the same lowest Performance(T,k), the Underlying having the largest market capitalisation is retained;

The fractional part of this number, if any, is paid in cash: the cash amount is calculated by multiplying (a) the fractional part by (b) the Product of (i) the relevant Closing Price of the Underlying as of Valuation Date(T) and (ii) the applicable Relevant Foreign Exchange Rate as of Valuation Date(T). This cash amount is rounded up to 4 decimals.

PhysicalAmountStrikePrice means the strike price of the relevant Underlying to be considered as a basis for the determination of the number of Deliverable Assets to be delivered upon settlement by way of Physical Delivery and specified in the applicable Final Terms.

3.3.0.5 **Generic Variable Data**

Set out below a list of Variable Data applicable to each Option described in Condition 3.3.0.1 above.

In the table below, "**X**" means "Applicable"

Variable Data	OPTION											
	1	2	3	4	5	6	7	8	9	10	11	12
BarrierFinal	X	X		X	X							X
Strike								X	X	X	X	X
ConstantRedemptionLevel_FRA_[1/2/3/4]	X	X	X	X	X	X	X	X	X	X	X	X
BarrierAutocall				X	X	X	X	X	X	X	X	X
Coupon_FRA				X	X	X	X	X	X	X	X	
Knock-InThreshold		X	X		X	X						
PhysicalAmountStrikePrice *(if settlement by way of physical delivery)*	X	X	X	X	X	X	X	X	X	X	X	X
Cap[1/2/3]								X	X			X
Participation[1/2/3]								X	X	X	X	X
Floor[1/2/3]								X	X			X

The Variable Data are defined under Condition 5.4 herein.

3.3.0.6 **Generic Reference Formula(e)**

Set out below a list of Reference Formula(e) applicable to each Option described in Condition 3.3.0.1 above.

In the table below, "**X**" means "Applicable"

Reference Formula(e)	OPTION											
	1	2	3	4	5	6	7	8	9	10	11	12
ReferenceFormula_Barrier	X	X		X	X							X
ReferenceFormula_Autocall_[1/2/3]				X	X	X	X	X	X	X	X	X
ReferenceFormula_Final_[1/2/3]	X	X	X	X	X	X	X	X	X	X	X	X
ReferenceFormula_Knock-In		X	X		X	X					X	

The main Reference Formula(e) defined under Condition 4 and used for these Products is/are (but without limitation):

Performance
WorstPerformance
FixedLeveragePerformance
FixedLeverageWorstPerformance
BasketPerformance
AverageBasketPerformance
IntradayMinTimePerformance
WorstIntradayMinTimePerformance

3.3.1 Reverse Convertible

If the applicable Final Terms specify that "*Reference of the Product*" is 3.3.1, the following applies:

3.3.1.1 **Structured Interest:** Not Applicable

3.3.1.2 **Automatic Early Redemption:** Not Applicable

3.3.1.3 **Final Redemption:**
[*Insert the applicable Option described in Condition 3.3.0.1 above*]

3.3.1.4 **Specific Definition(s):**
[Not Applicable] [*Insert any Specific Definition(s) described in Conditions 3.3.0.2 to 3.3.0.4 above*]

3.3.1.5 **Variable Data:**
[*Insert the Variable Data corresponding to the applicable Option described in Condition 3.3.0.5 above*]

The Variable Data are defined under Condition 5.4 herein.

3.3.1.6 **Reference Performance(s):**
[*Insert the additional relevant Reference Formula(e) corresponding to the Option described in Condition 3.3.0.6 above*]

3.3.2 Digital Coupon Autocall

If the applicable Final Terms specify that "*Reference of the Product*" is 3.3.2, the following applies:

3.3.2.1 **Structured Interest:**

Structured Interest – Option A:

Scenario 1:
If on Valuation Date(RVD(i)), ReferenceFormula_Barrier(RVD(i)) is higher than [or equal to] BarrierCoupon(i), then:

Structured Interest Amount(i) = Specified Denomination × Product Formula(i)

Product Formula(i) = Coupon(i)

Scenario 2:
If on Valuation Date(RVD(i)), ReferenceFormula_Barrier(RVD(i)) is lower than [or equal to] BarrierCoupon(i), then:

Structured Interest Amount(i) = 0

Structured Interest – Option B: No Touch - American Knock In Structured Interest

Scenario 1:
If on Valuation Date(RVD(i)), an American Knock-In Event has not occured, then:

Structured Interest Amount(i) = Specified Denomination × Product Formula(i)

Product Formula(i) = Coupon(i)

Scenario 2:
If on Valuation Date(RVD(i)), an American Knock-In Event has occured, then:

Structured Interest Amount(i) = 0

Structured Interest – Option C: One Touch - American Knock In Structured Interest

Scenario 1:
If on Valuation Date(RVD(i)), an American Knock-In Event has occured, then:

Structured Interest Amount(i) = Specified Denomination × Product Formula(i)

Product Formula(i) = Coupon(i)

Scenario 2:
If on Valuation Date(RVD(i)), an American Knock-In Event has not occured, then:

Structured Interest Amount(i) = 0

3.3.2.2 **Automatic Early Redemption:** Applicable

Automatic Early Redemption Amount – Option A:

Automatic Early Redemption Amount(i) = Specified Denomination × Product Formula(i)

Product Formula(i) = ConstantRedemptionLevel_AERA

Automatic Early Redemption Amount – Option B:

Automatic Early Redemption Amount(i) = Specified Denomination × Product Formula(i)

Product Formula(i) = ConstantRedemptionLevel_AERA + Max(Coupon_AERA(i) ; Participation x ReferenceFormula_AERA)

3.3.2.3 **Final Redemption:**
[*Insert the applicable Option described in Condition 3.3.0.1 above*]

3.3.2.4 **Specific Definition(s):**
[Not Applicable] [*Insert any Specific Definition(s) described in Conditions 3.3.0.2 to 3.3.0.4 above*]

3.3.2.5 **Variable Data:**
BarrierCoupon
Coupon
Coupon_AERA
Participation
ConstantRedemptionLevel_AERA
[*Insert the Variable Data corresponding to the applicable Option described in Condition 3.3.0.5 above*]

The Variable Data are defined under Condition 5.4 herein.

3.3.2.6 **Reference Formula(e):**
ReferenceFormula_Barrier
ReferenceFormula_AERA
[*Insert the additional relevant Reference Formula(e) corresponding to the Option described in Condition 3.3.0.6 above*]

3.3.3 Digital Coupon Autocall with Memory Effect

If the applicable Final Terms specify that "*Reference of the Product*" is 3.3.3, the following applies:

3.3.3.1 **Structured Interest:**

Scenario 1:
If on Valuation Date(RVD(i)), ReferenceFormula_Barrier(i) is higher than [or equal to] BarrierCoupon(i), then:

Structured Interest Amount(i) = Max(0 ; Specified Denomination × Coupon(i) – SumCouponsPaid(i-1))

Scenario 2:
If on Valuation Date(RVD(i)), ReferenceFormula_Barrier(i) is lower than [or equal to] BarrierCoupon(i), then:

Structured Interest Amount(i) = 0

3.3.3.2 **Automatic Early Redemption:** Applicable

Automatic Early Redemption Amount – Option A:

Automatic Early Redemption Amount(i) = Specified Denomination × Product Formula(i)

Product Formula(i) = ConstantRedemptionLevel_AERA + Coupon_AERA(i)

Automatic Early Redemption Amount – Option B:

Automatic Early Redemption Amount(i) = Specified Denomination × Product Formula(i)

Product Formula(i) = ConstantRedemptionLevel_AERA + Max(Coupon_AERA(i) ; Participation x ReferenceFormula_AERA)

3.3.3.3 **Final Redemption:**
[*Insert the applicable Option among the Options described in Condition 3.3.0.1 above*]

3.3.3.4 **Specific Definition(s):**

SumCouponsPaid(i) = SumCouponsPaid(i-1) + Structured Interest Amount(i)

With:
SumCouponsPaid(0) = 0

[*Insert any Specific Definition(s) described in Conditions 3.3.0.2 to 3.3.0.4 above*]

3.3.3.5 **Variable Data:**
BarrierCoupon
ConstantRedemptionLevel_AERA
Participation
Coupon
Coupon_AERA
[*Insert the Variable Data corresponding to the applicable Option described in Condition 3.3.0.5 above*]

The Variable Data are defined under Condition 5.4 herein.

3.3.3.6 **Reference Formula(e):**
ReferenceFormula_Barrier
ReferenceFormula_AERA
[*Insert the additional relevant Reference Formula(e) corresponding to the Option described in Condition 3.3.0.6 above*]

3.3.4 Athena. Apollon

If the applicable Final Terms specify that "*Reference of the Product*" is 3.3.4, the following applies:

3.3.4.1 **Structured Interest:** Not Applicable

3.3.4.2 **Automatic Early Redemption:** Applicable

Automatic Early Redemption Amount – Option A:

Automatic Early Redemption Amount(i) = Specified Denomination × Product Formula(i)

Product Formula(i) = ConstantRedemptionLevel_AERA + Coupon_AERA(i)

Automatic Early Redemption Amount – Option B:

Automatic Early Redemption Amount(i) = Specified Denomination × Product Formula(i)

Product Formula(i) = ConstantRedemptionLevel_AERA + Max(Coupon_AERA(i) ; Participation x ReferenceFormula_AERA)

3.3.4.3 **Final Redemption:**
[*Insert the applicable Option among the Options described in Condition 3.3.0.1 above*]

3.3.4.4 **Specific Definition(s):**
[Not Applicable] [*Insert any Specific Definition(s) described in Conditions 3.3.0.2 to 3.3.0.4 above*]

3.3.4.5 **Variable Data:**
ConstantRedemptionLevel_AERA
Participation
Coupon_AERA
[*Insert the Variable Data corresponding to the applicable Option described in Condition 3.3.0.5 above*]

The Variable Data are defined under Condition 5.4 herein.

3.3.4.6 **Reference Formula(e):**
ReferenceFormula_AERA
[*Insert the additional relevant Reference Formula(e) corresponding to the Option described in Condition 3.3.0.6 above*]

3.3.5 Daily Accrual

If the applicable Final Terms specify that "*Reference of the Product*" is 3.3.5, the following applies:

3.3.5.1 **Structured Interest:**

Structured Interest Amount (i) = Specified Denomination x Product Formula(i)

Product Formula(i) = Coupon(i) x ReferenceFormula_Coupon(RVD(i))

3.3.5.2 **Automatic Early Redemption:** Applicable

Automatic Early Redemption Amount(i) = Specified Denomination × [ConstantRedemptionLevel + Coupon_AERA(i)]

3.3.5.3 **Final Redemption:**
[*Insert the applicable Option among the Options described in Condition 3.3.0.1 above*]

3.3.5.4 **Specific Definition(s):**
[Not Applicable] [*Insert any Specific Definition(s) described in Conditions 3.3.0.2 to 3.3.0.4 above*]

3.3.5.5 **Variable Data:**
Coupon
ConstantRedemptionLevel
Coupon_AERA
[*Insert the Variable Data corresponding to the applicable Option described in Condition 3.3.0.5 above*]

The Variable Data are defined under Condition 5.4 herein.

3.3.5.6 **Reference Formula(e):**
ReferenceFormula_Coupon
[*Insert the additional relevant Reference Formula(e) corresponding to the Option described in Condition 3.3.0.6 above*]

3.3.6 Digit Coupon Reverse Convertible

If the applicable Final Terms specify that "*Reference of the Product*" is 3.3.6, the following applies:

3.3.6.1 **Structured Interest:**

Scenario 1:
If on Valuation Date(RVD(i)), ReferenceFormula_Barrier(RVD(i)) is higher than [or equal to] BarrierCoupon(i), then:

Structured Interest Amount(i) = Specified Denomination × Product Formula(i)

Product Formula(i) = Coupon(i)

Scenario 2:
If on Valuation Date(RVD(i)), ReferenceFormula_Barrier(RVD(i)) is lower than [or equal to] BarrierCoupon(i), then:

Structured Interest Amount(i) = 0

3.3.6.2 **Automatic Early Redemption:** Not Applicable

3.3.6.3 **Final Redemption:**
[*Insert the applicable Option described in Condition 3.3.0.1 above*]

3.3.6.4 **Specific Definition(s):**
[Not Applicable] [*Insert any Specific Definition(s) described in Conditions 3.3.0.2 to 3.3.0.4 above*]

3.3.6.5 **Variable Data:**
BarrierCoupon
Coupon
[*Insert the Variable Data corresponding to the applicable Option described in Condition 3.3.0.5 above*]

The Variable Data are defined under Condition 5.4 herein.

3.3.6.6 **Reference Formula(e):**
ReferenceFormula_Barrier
[*Insert the additional relevant Reference Formula(e) corresponding to the Option described in Condition 3.3.0.6 above*]

3.3.7 Reverse Convertible with Automatic Early Redemption Event

If the applicable Final Terms specify that "*Reference of the Product*" is 3.3.7, the following applies:

3.3.7.1 **Structured Interest:** Not Applicable

3.3.7.2 **Automatic Early Redemption:** Applicable

Automatic Early Redemption Amount(i) = Specified Denomination × Product Formula(i)

Product Formula(i) = ConstantRedemptionLevel_AERA + Coupon_AERA(i)

3.3.7.3 **Final Redemption:**
[*Insert the applicable Option described in Condition 3.3.0.1 above*]

3.3.7.4 **Specific Definition(s):**
[Not Applicable] [*Insert any Specific Definition(s) described in Conditions 3.3.0.2 to 3.3.0.4 above*]

3.3.7.5 **Variable Data:**
ConstantRedemptionLevel_AERA
Coupon_AERA
[*Insert the Variable Data corresponding to the applicable Option described in Condition 3.3.0.5 above*]

The Variable Data are defined under Condition 5.4 herein.

3.3.7.6 **Reference Formula(e):**
[*Insert the additional relevant Reference Formula(e) corresponding to the Option described in Condition 3.3.0.6 above*]

3.3.8 Digit Coupon Autocall with Recall Coupon

If the applicable Final Terms specify that "*Reference of the Product*" is 3.3.8, the following applies:

3.3.8.1 **Structured Interest:**

Scenario 1:
If on Valuation Date(RVD(i)), ReferenceFormula_Barrier(RVD(i)) is higher than [or equal to] BarrierCoupon(i) and ReferenceFormula_Autocall(RVD(i)) is lower than [or equal to] BarrierAutocall(i), then:

Structured Interest Amount (i) = Specified Denomination × Product Formula(i)

Product Formula(i) = Coupon(i)

Scenario 2:
If on Valuation Date(RVD(i)), ReferenceFormula_Barrier(RVD(i)) is lower than [or equal to] BarrierCoupon(i) or ReferenceFormula_Autocall(RVD(i)) is higher than [or equal to] BarrierAutocall(i), then:

Structured Interest Amount (i) = 0

3.3.8.2 **Automatic Early Redemption:** Applicable

Automatic Early Redemption Amount – Option A:

Automatic Early Redemption Amount(i) = Specified Denomination × Product Formula(i)

Product Formula(i) = ConstantRedemptionLevel_AERA + Coupon_AERA(i)

Automatic Early Redemption Amount – Option B:

Automatic Early Redemption Amount(i) = Specified Denomination × Product Formula(i)

Product Formula(i) = ConstantRedemptionLevel_AERA + Max(Coupon_AERA (i) ; Participation x ReferenceFormula_AERA)

3.3.8.3 **Final Redemption:**
[*Insert the applicable Option described in Condition 3.3.0.1 above*]

3.3.8.4 **Specific Definition(s):**
[Not Applicable] [*Insert any Specific Definition(s) described in Conditions 3.3.0.2 to 3.3.0.4 above*]

3.3.8.5 **Variable Data:**
BarrierCoupon
BarrierAutocall
Participation
Coupon
Coupon_AERA
ConstantRedemptionLevel_AERA
[*Insert the Variable Data corresponding to the applicable Option described in Condition 3.3.0.5 above*]

The Variable Data are defined under Condition 5.4 herein.

3.3.8.6 **Reference Formula(e):**
ReferenceFormula_Barrier
ReferenceFormula_Autocall
ReferenceFormula_AERA
[*Insert the additional relevant Reference Formula(e) corresponding to the Option described in Condition 3.3.0.6 above*]

3.3.9 Athena Airbag

If the applicable Final Terms specify that "*Reference of the Product*" is 3.3.9, the following applies:

3.3.9.1 **Structured Interest:** Not Applicable

3.3.9.2 **Automatic Early Redemption:** Applicable

Automatic Early Redemption Amount(i) = Specified Denomination x Product Formula(i)
Product Formula(i) = ConstantRedemptionLevel_AERA + Coupon_AERA(i)

3.3.9.3 **Final Redemption:**
[*Insert the applicable Option described in Condition 3.3.0.1 above*]

3.3.9.4 **Specific Definition(s):**
[Not Applicable] [*Insert any Specific Definition(s) described in Conditions 3.3.0.2 to 3.3.0.4 above*]

3.3.9.5 **Variable Data:**
ConstantRedemptionLevel_AERA
Coupon_AERA

The Variable Data are defined under Condition 5.4 herein.

3.3.9.6 **Reference Formula(e):**
[Insert the additional relevant Reference Formula(e) corresponding to the Option described in Condition 3.3.0.6 above]

3.4 FAMILY OF BARRIER PRODUCTS

Set out below the list of Barrier Products, each as described hereinafter:

Reference of the Product	Product
3.4.1	Twin Win
3.4.2	Bonus Lock-In
3.4.3	Non Collapse Products
3.4.4	Bonus
3.4.5	Capped Bonus
3.4.6	Bonus Flex
3.4.7	Bonus Plus
3.4.8	Optional Bonus
3.4.9	Bonus Athena
3.4.10	In-Line
3.4.11	Outperformance
3.4.12	Sprint
3.4.13	Reverse Bonus
3.4.14	Reverse Capped Bonus
3.4.15	Reverse Outperformance
3.4.16	Reverse Sprint
3.4.17	Best Athena
3.4.18	Digital Range
3.4.19	Range Coupon
3.4.20	Bonus Swing
3.4.21	Equity Protection
3.4.22	Reverse Equity Protection

The Reference of the Product will be specified in the applicable Final Terms.

3.4.0 Generic descriptions, Variable Data, relevant Reference Formula(e) and Specific Definition(s) for Barrier Products

3.4.0.1 Low Barrier Event

a) Description:

Low Barrier Event is deemed to have occurred, as determined by the Calculation Agent, if on a Valuation Date(i) (i from 1 to T), ReferenceFormula_LowBarrier(i) is lower than [or equal to] LowBarrier(i) on such date (being referred to as the LowBarrierEventDate).

b) Variable Data:
LowBarrier

The Variable Data is defined under Condition 5.4 herein.

c) Reference Formula(e):
ReferenceFormula_LowBarrier

3.4.0.2 High Barrier Event

a) Description:

High Barrier Event is deemed to have occurred, as determined by the Calculation Agent, if on a Valuation Date(i) (i from 1 to T), ReferenceFormula_HighBarrier(i) is higher than [or equal to] HighBarrier(i) on such date (being referred to as the HighBarrierEventDate).

b) Variable Data:
HighBarrier

The Variable Data is defined under Condition 5.4 herein.

c) Reference Formula(e):
ReferenceFormula_HighBarrier

3.4.0.3 Second Low Barrier Event

a) Description:

Second Low Barrier Event is deemed to have occurred, as determined by the Calculation Agent, if on a Valuation Date(i) (i from 1 to T), ReferenceFormula_SecondLowBarrier(i) is lower than [or equal to] SecondLowBarrier(i) on such date (being referred to as the SecondLowBarrierEventDate).

b) Variable Data:
SecondLowBarrier

The Variable Data is defined under Condition 5.4 herein.

c) Reference Formula(e):
ReferenceFormula_SecondLowBarrier

3.4.0.4 Second High Barrier Event

a) Description:

Second High Barrier Event is deemed to have occurred, as determined by the Calculation Agent, if on a Valuation Date(i) (i from 1 to T), ReferenceFormula_SecondHighBarrier(i) is higher than [or equal to] SecondHighBarrier(i) on such date (being referred to as the SecondHighBarrierEventDate).

b) Variable Data:
SecondHighBarrier

The Variable Data is defined under Condition 5.4 herein.

c) Reference Formula(e):
ReferenceFormula_SecondHighBarrier

3.4.0.5 **Automatic Early Redemption Event**

a) Description:

Automatic Early Redemption Event is deemed to have occurred, as determined by the Calculation Agent, If on a Valuation Date(i) (i from 1 to T), ReferenceFormula_Autocall(i) is [higher] [lower] than [or equal to] BarrierAutocall(i).

b) Variable Data:
BarrierAutocall

The Variable Data are defined under Condition 5.4 herein.

c) Reference Formula(e):
ReferenceFormula_Autocall

3.4.1 Twin Win

If the applicable Final Terms specify that "*Reference of the Product*" is 3.4.1, the following applies:

3.4.1.1 **Structured Interest:** Not Applicable

3.4.1.2 **Automatic Early Redemption:** Applicable

Automatic Early Redemption Amount(i) = Specified Denomination x Product Formula(i)

Product Formula(i) = ConstantRedemptionLevel_AERA + Coupon_AERA(i)

3.4.1.3 **Final Redemption:**

Scenario 1:
If on Valuation Date(T), ReferenceFormula_Final(T) is higher than [or equal to] Strike, then:

Final Redemption Amount = Specified Denomination x Product Formula(T)

Product Formula(T) = ConstantRedemptionLevel_FRA_1 + Min(Cap ; CallParticipation x (ReferenceFormula_Final_1(T) – Strike))

Scenario 2:
If on Valuation Date(T), ReferenceFormula_Final(T) is lower than [or equal to] Strike and a Low Barrier Event has not occurred, then:

Final Redemption Amount = Specified Denomination x Product Formula(T)

Product Formula(T) = ConstantRedemptionLevel_FRA_2 + PutParticipation x (Strike – ReferenceFormula_Final_2(T))

Scenario 3:
If on Valuation Date(T), ReferenceFormula_Final(T) is lower than [or equal to] Strike and a Low Barrier Event has occurred, then:

Final Redemption Amount = Specified Denomination x Product Formula(T)

Product Formula(T) = ConstantRedemptionLevel_FRA_3 + (ReferenceFormula_Final_3(T) – Strike)

3.4.1.4 **Variable Data:**
ConstantRedemptionLevel_AERA
ConstantRedemptionLevel_FRA_1
ConstantRedemptionLevel_FRA_2
ConstantRedemptionLevel_FRA_3
Coupon_AERA
Strike
CallParticipation
Cap
PutParticipation

The Variable Data are defined under Condition 5.4 herein.

3.4.1.5 **Reference Formula(e):**
ReferenceFormula_Final
ReferenceFormula_Final_1
ReferenceFormula_Final_2
ReferenceFormula_Final_3

The main Reference Formula(e) defined under Condition 4 and used for these Products is/are (but without limitation):

For Notes indexed on one Underlying:
Level

For Notes indexed on more than one Underlying:
BasketLevel
WorstLevel

3.4.2 Bonus Lock-In

If the applicable Final Terms specify that "*Reference of the Product*" is 3.4.2, the following applies:

3.4.2.1 **Structured Interest:** Not Applicable

3.4.2.2 **Automatic Early Redemption:** Not Applicable

3.4.2.3 **Final Redemption:**

Scenario 1:
If on Valuation Date(T), a High Barrier Event has occurred, then :

Final Redemption Amount = Specified Denomination x Product Formula(T)

Product Formula(T) = ConstantRedemptionLevel_FRA_1 + Max(Bonus ; Min(Cap ; Participation x (ReferenceFormula_Final_1(T) – Strike)))

Scenario 2:
If on Valuation Date(T), a High Barrier Event has not occurred, then :

Final Redemption Amount = Specified Denomination x Product Formula(T)

Product Formula(T) = ConstantRedemptionLevel_FRA_2 + Min(Cap ; Participation x (ReferenceFormula_Final_2(T) – Strike))

3.4.2.4 **Variable Data:**
ConstantRedemptionLevel_FRA_1
ConstantRedemptionLevel_FRA_2
Bonus
Participation
Strike
Cap

The Variable Data are defined under Condition 5.4 herein.

3.4.2.5 **Reference Formula(e):**
ReferenceFormula_Final_1
ReferenceFormula_Final_2

The main Reference Formula(e) defined under Condition 4 and used for these Products is/are (but without limitation):

For Notes indexed on one Underlying:
Level

For Notes indexed on more than one Underlying:
BasketLevel
WorstLevel

3.4.3 Non Collapse Products

If the applicable Final Terms specify that "*Reference of the Product*" is 3.4.3, the following applies:

3.4.3.1 **Structured Interest:**

Scenario 1:
If on Valuation Date(RVD(i)), ReferenceFormula_Coupon(RVD(i)) is higher than [or equal to] Barrier(i), then:

Structured Interest Amount(i) = Specified Denomination x Product Formula(i)

Product Formula(i) = Coupon(i)

Scenario 2:
If on Valuation Date(RVD(i)), ReferenceFormula_Coupon(RVD(i)) is lower than [or equal to] Barrier(i), then:

Structured Interest Amount(i) = 0

3.4.3.2 **Automatic Early Redemption:** Not Applicable

3.4.3.3 **Final Redemption:**

Scenario 1:
If on Valuation Date(T), ReferenceFormula_Final(T) is higher than [or equal to] BarrierFinal, then:

Final Redemption Amount = Specified Denomination x Product Formula(T)

Product Formula(T) = ConstantRedemptionLevel_FRA_1

Scenario 2:
If on Valuation Date(T), ReferenceFormula_Final(T) is lower than [or equal to] BarrierFinal, then:

Final Redemption Amount = Specified Denomination x Product Formula(T)

Product Formula(T) = ConstantRedemptionLevel_FRA_2 + Leverage x ReferenceFormula_Final(T)

3.4.3.4 **Variable Data:**
Barrier
Coupon
BarrierFinal
ConstantRedemptionLevel_FRA_1
ConstantRedemptionLevel_FRA_2
Leverage

The Variable Data are defined under Condition 5.4 herein.

3.4.3.5 **Reference Formula(e):**
ReferenceFormula_Coupon
ReferenceFormula_Final

The main Reference Formula(e) defined under Condition 4 and used for these Products is/are (but without limitation):

For Notes indexed on one Underlying:
Level

For Notes indexed on more than one Underlying:
BasketLevel
WorstLevel

3.4.4 Bonus

If the applicable Final Terms specify that "*Reference of the Product*" is 3.4.4, the following applies:

3.4.4.1 **Structured Interest:** Not Applicable

3.4.4.2 **Automatic Early Redemption:** Applicable

Automatic Early Redemption Amount(i) = Specified Denomination x Product Formula(i)

Product Formula(i) = ConstantRedemptionLevel_AERA + Coupon_AERA(i)

3.4.4.3 **Final Redemption:**

Scenario 1:
If on Valuation Date(T), a Low Barrier Event has not occurred, then:

Final Redemption Amount = Specified Denomination x Product Formula(T)

Product Formula(T) = ConstantRedemptionLevel_FRA_1 + Max(Bonus ; Participation x (ReferenceFormula_Final_1(T) – Strike))

Scenario 2:
If on Valuation Date(T), a Low Barrier Event has occurred, then:

Final Redemption Amount = Specified Denomination x Product Formula(T)

Product Formula(T) = ConstantRedemptionLevel_FRA_2 + Participation x (ReferenceFormula_Final_2(T) – Strike)

3.4.4.4 **Variable Data:**
ConstantRedemptionLevel_AERA
ConstantRedemptionLevel_FRA_1
ConstantRedemptionLevel_FRA_2
Coupon_AERA
Bonus
Participation
Strike

The Variable Data are defined under Condition 5.4 herein.

3.4.4.5 **Reference Formula(e):**
ReferenceFormula_Final_1
ReferenceFormula_Final_2
The main Reference Formula(e) defined under Condition 4 and used for these Products is/are (but without limitation):

For Notes indexed on one Underlying:
Level

For Notes indexed on more than one Underlying:
BasketLevel
WorstLevel

3.4.5 Capped Bonus

If the applicable Final Terms specify that "*Reference of the Product*" is 3.4.5, the following applies:

3.4.5.1 **Structured Interest:** Not Applicable

3.4.5.2 **Automatic Early Redemption:** Applicable

Automatic Early Redemption Amount(i) = Specified Denomination x Product Formula(i)

Product Formula(i) = ConstantRedemptionLevel_AERA + Coupon_AERA(i)

3.4.5.3 **Final Redemption:**

Scenario 1:
If on Valuation Date(T), a Low Barrier Event has not occurred, then:

Final Redemption Amount = Specified Denomination x Product Formula(T)

Product Formula(T) = ConstantRedemptionLevel_FRA_1 + Max(Bonus; Min(Cap ; Participation x (ReferenceFormula_Final_1(T) – Strike)))

Scenario 2:
If on Valuation Date(T), a Low Barrier Event has occurred, then:

Final Redemption Amount = Specified Denomination x Product Formula(T)

Product Formula(T) = ConstantRedemptionLevel_FRA_2 + Min(Cap ; Participation x (ReferenceFormula_Final_2(T) – Strike))

3.4.5.4 **Variable Data:**
ConstantRedemptionLevel_AERA
ConstantRedemptionLevel_FRA_1
ConstantRedemptionLevel_FRA_2
Coupon_AERA
Bonus
Participation
Strike
Cap

The Variable Data are defined under Condition 5.4 herein.

3.4.5.5 **Reference Formula(e):**
ReferenceFormula_Final_1
ReferenceFormula_Final_2

The main Reference Formula(e) defined under Condition 4 and used for these Products is/are (but without limitation):

For Notes indexed on one Underlying:
Level

For Notes indexed on more than one Underlying:
BasketLevel
WorstLevel

3.4.6 Bonus Flex

If the applicable Final Terms specify that "*Reference of the Product*" is 3.4.6, the following applies:

3.4.6.1 **Structured Interest:** Not Applicable

3.4.6.2 **Automatic Early Redemption:** Applicable

Automatic Early Redemption Amount(i) = Specified Denomination x Product Formula(i)

Product Formula(i) = ConstantRedemptionLevel_AERA + Coupon_AERA(i)

3.4.6.3 **Final Redemption:**

Scenario 1:
If on Valuation Date(T), a Low Barrier Event has not occurred, then:

Final Redemption Amount = Specified Denomination x Product Formula(T)

Product Formula(T) = ConstantRedemptionLevel_FRA_1 + Max(HighBonus ; Min(Cap ; Participation x (ReferenceFormula_Final_1(T) – Strike)))

Scenario 2:
If on Valuation Date(T), a Low Barrier Event has occurred and a Second Low Barrier Event has not occurred, then:

Final Redemption Amount = Specified Denomination x Product Formula(T)

Product Formula(T) = ConstantRedemptionLevel_FRA_2 + Max(LowBonus; Min(Cap ; Participation x (ReferenceFormula_Final_2(T) – Strike)))

Scenario 3:
If on Valuation Date(T), a Low Barrier Event has occurred and a Second Low Barrier Event has occurred, then:

Final Redemption Amount = Specified Denomination x Product Formula(T)

Product Formula(T) = ConstantRedemptionLevel_FRA_3 + Min(Cap ; Participation x (ReferenceFormula_Final_3(T) – Strike))

3.4.6.4 **Variable Data:**
ConstantRedemptionLevel_AERA
ConstantRedemptionLevel_FRA_1
ConstantRedemptionLevel_FRA_2
ConstantRedemptionLevel_FRA_3
Coupon_AERA
HighBonus
Participation
Strike
Cap
LowBonus

The Variable Data are defined under Condition 5.4 herein.

3.4.6.5 **Reference Formula(e):**
ReferenceFormula_Final_1
ReferenceFormula_Final_2
ReferenceFormula_Final_3

The main Reference Formula(e) defined under Condition 4 and used for these Products is/are (but without limitation):

For Notes indexed on one Underlying:
Level

For Notes indexed on more than one Underlying:
BasketLevel
WorstLevel

3.4.7 Bonus Plus

If the applicable Final Terms specify that "*Reference of the Product*" is 3.4.7, the following applies:

3.4.7.1 **Structured Interest:** Not Applicable

3.4.7.2 **Automatic Early Redemption:** Applicable

Automatic Early Redemption Amount(i) = Specified Denomination x Product Formula(i)

Product Formula(i) = ConstantRedemptionLevel_AERA + Coupon_AERA(i)

3.4.7.3 **Final Redemption:**

Scenario 1:
If on Valuation Date(T), a Low Barrier Event has not occurred, then:

Final Redemption Amount = Specified Denomination x Product Formula(T)

Product Formula(T) = ConstantRedemptionLevel_FRA_1 + Min(Cap ; Bonus + Participation x (ReferenceFormula_Final_1(T) – Strike))

Scenario 2:
If on Valuation Date(T), a Low Barrier Event has occurred, then:

Final Redemption Amount = Specified Denomination x Product Formula(T)

Product Formula(T) = ConstantRedemptionLevel_FRA_2 + Min(Cap ; Participation x (ReferenceFormula_Final_2(T) – Strike))

3.4.7.4 **Variable Data:**
ConstantRedemptionLevel_AERA
ConstantRedemptionLevel_FRA_1
ConstantRedemptionLevel_FRA_2
Coupon_AERA
Bonus
Participation
Strike
Cap

The Variable Data are defined under Condition 5.4 herein.

3.4.7.5 **Reference Formula(e):**
ReferenceFormula_Final_1
ReferenceFormula_Final_2

The main Reference Formula(e) defined under Condition 4 and used for these Products is/are (but without limitation):

For Notes indexed on one Underlying:
Level

For Notes indexed on more than one Underlying:
BasketLevel
WorstLevel

3.4.8 Optional Bonus

If the applicable Final Terms specify that "*Reference of the Product*" is 3.4.8, the following applies:

3.4.8.1 **Structured Interest:** Not Applicable

3.4.8.2 **Automatic Early Redemption:** Applicable

Automatic Early Redemption Amount(i) = Specified Denomination x Product Formula(i)

Product Formula(i) = ConstantRedemptionLevel_AERA + Coupon_AERA(i)

3.4.8.3 **Final Redemption:**

Scenario 1:
If on Valuation Date(T), a Low Barrier Event has not occurred, then:

Final Redemption Amount = Specified Denomination x Product Formula(T)

Product Formula(T) = ConstantRedemptionLevel_FRA_1

Scenario 2:
If on Valuation Date(T), a Low Barrier Event has occurred and a Second Low Barrier Event has not occurred, then:

Final Redemption Amount = Specified Denomination x Product Formula(T)

Product Formula(T) = ConstantRedemptionLevel_FRA_2 + Max(Bonus ; Min(Cap ; Participation x (ReferenceFormula_Final_1(T) – Strike)))

Scenario 3:
If on Valuation Date(T), a Low Barrier Event has occurred and a Second Low Barrier Event has occurred, then:

Final Redemption Amount = Specified Denomination x Product Formula(T)

Product Formula(T) = ConstantRedemptionLevel_FRA_3 + Min(Cap ; Participation x (ReferenceFormula_Final_2(T) – Strike))

3.4.8.4 **Variable Data:**
ConstantRedemptionLevel_AERA
ConstantRedemptionLevel_FRA_1
ConstantRedemptionLevel_FRA_2
ConstantRedemptionLevel_FRA_3
Coupon_AERA
Bonus
Participation
Strike
Cap

The Variable Data are defined under Condition 5.4 herein.

3.4.8.5 **Reference Formula(e):**
ReferenceFormula_Final_1
ReferenceFormula_Final_2

The main Reference Formula(e) defined under Condition 4 and used for these Products is/are (but without limitation):

For Notes indexed on one Underlying:

Level

For Notes indexed on more than one Underlying:
BasketLevel
WorstLevel

3.4.9 Bonus Athena

If the applicable Final Terms specify that "*Reference of the Product*" is 3.4.9, the following applies:

3.4.9.1 **Structured Interest:** Not Applicable

3.4.9.2 **Automatic Early Redemption:** Applicable

Automatic Early Redemption Amount(i) = Specified Denomination x Product Formula(i)

Product Formula(i) = ConstantRedemptionLevel_AERA + Coupon_AERA(i)

3.4.9.3 **Final Redemption:**

Scenario 1:
If on Valuation Date(T), ReferenceFormula_Autocall(T) is higher than [or equal] to BarrierAutocall(T), then:

Final Redemption Amount = Specified Denomination x Product Formula(T)

Product Formula(T) = ConstantRedemptionLevel_FRA_1 + Bonus1

Scenario 2:
If on Valuation Date(T), ReferenceFormula_Autocall(T) is lower than [or equal to] BarrierAutocall(T) and a Low Barrier Event has not occurred, then:

Final Redemption Amount = Specified Denomination x Product Formula(T)

Product Formula(T) = ConstantRedemptionLevel_FRA_2 + Bonus2

Scenario 3:
If on Valuation Date(T), ReferenceFormula_Autocall(T) is lower than [or equal to] BarrierAutocall(T) and a Low Barrier Event has occurred, then:

Final Redemption Amount = Specified Denomination x Product Formula(T)

Product Formula(T) = ConstantRedemptionLevel_FRA_3 + Participation x (ReferenceFormula_Final(T) – Strike)

3.4.9.4 **Variable Data:**
ConstantRedemptionLevel_AERA
ConstantRedemptionLevel_FRA_1
ConstantRedemptionLevel_FRA_2
ConstantRedemptionLevel_FRA_3
Coupon_AERA
BarrierAutocall
Bonus1
Bonus2
Participation
Strike

The Variable Data are defined under Condition 5.4 herein.

3.4.9.5 **Reference Formula(e):**
ReferenceFormula_Autocall
ReferenceFormula_Final

The main Reference Formula(e) defined under Condition 4 and used for these Products is/are (but without limitation):

For Notes indexed on one Underlying:
Level

For Notes indexed on more than one Underlying:
BasketLevel
WorstLevel

3.4.10 In-Line

If the applicable Final Terms specify that "*Reference of the Product*" is 3.4.10, the following applies:

3.4.10.1 **Structured Interest:** Not Applicable

3.4.10.2 **Automatic Early Redemption:** Not Applicable

3.4.10.3 **Final Redemption:**

Scenario 1:
If on Valuation Date(T), a Low Barrier Event has not occurred and a High Barrier Event has not occurred, then:

Final Redemption Amount = Specified Denomination x Product Formula(T)

Product Formula(T) = ConstantRedemptionLevel_FRA_1 + Bonus

Scenario 2:
If on Valuation Date(T), a Low Barrier Event has occurred or a High Barrier Event has occurred, then:

Final Redemption Amount = Specified Denomination x Product Formula(T)

Product Formula(T) = ConstantRedemptionLevel_FRA_2

3.4.10.4 **Variable Data:**
ConstantRedemptionLevel_FRA_1
ConstantRedemptionLevel_FRA_2
Bonus

The Variable Data are defined under Condition 5.4 herein.

3.4.10.5 **Reference Formula(e):** Not Applicable

3.4.11 Outperformance

If the applicable Final Terms specify that "*Reference of the Product*" is 3.4.11, the following applies:

3.4.11.1 **Structured Interest:** Not Applicable

3.4.11.2 **Automatic Early Redemption:** Applicable

Automatic Early Redemption Amount(i) = Specified Denomination x Product Formula(i)

Product Formula(i) = ConstantRedemptionLevel_AERA + Coupon_AERA(i)

3.4.11.3 **Final Redemption**:

Scenario 1:
If on Valuation Date(T), ReferenceFormula_Final(T) is higher than [or equal to] Strike, then:

Final Redemption Amount = Specified Denomination x Product Formula(T)

Product Formula(T) = ConstantRedemptionLevel_FRA_1 + Participation x (ReferenceFormula_Final_1(T) – Strike)

Final Redemption Amount – Option A:

Scenario 2:
If on Valuation Date(T), ReferenceFormula_Final(T) is lower than [or equal to] Strike and a Low Barrier Event has not occurred, then:

Final Redemption Amount = Specified Denomination x Product Formula(T)

Product Formula(T) = ConstantRedemptionLevel_FRA_2

Scenario 3:
If on Valuation Date(T), ReferenceFormula_Final(T) is lower than [or equal to] Strike and a Low Barrier Event has occurred, then:

Final Redemption Amount = Specified Denomination x Product Formula(T)

Product Formula(T) = ConstantRedemptionLevel_FRA_3 + Participation x (ReferenceFormula_Final_2(T) – Strike)

Final Redemption Amount – Option B:

Scenario 2:
If on Valuation Date(T), ReferenceFormula_Final(T) is lower than [or equal to] Strike, then:

Final Redemption Amount = Specified Denomination x Product Formula(T)

Product Formula(T) = ConstantRedemptionLevel_FRA_2 + Participation x (ReferenceFormula_Final_2(T) – Strike)

3.4.11.4 **Variable Data:**
ConstantRedemptionLevel_AERA
ConstantRedemptionLevel_FRA_1
ConstantRedemptionLevel_FRA_2
ConstantRedemptionLevel_FRA_3
Coupon_AERA
Participation
Strike

The Variable Data are defined under Condition 5.4 herein.

3.4.11.5 **Reference Formula(e):**

ReferenceFormula_Final
ReferenceFormula_Final_1
ReferenceFormula_Final_2

The main Reference Formula(e) defined under Condition 4 and used for these Products is/are (but without limitation):

For Notes indexed on one Underlying:
Level

For Notes indexed on more than one Underlying:
BasketLevel
WorstLevel

3.4.12 Sprint

If the applicable Final Terms specify that "*Reference of the Product*" is 3.4.12, the following applies:

3.4.12.1 **Structured Interest:** Not Applicable

3.4.12.2 **Automatic Early Redemption:** Applicable

Automatic Early Redemption Amount(i) = Specified Denomination x Product Formula(i)

Product Formula(i) = [ConstantRedemptionLevel_AERA + Coupon_AERA(i)]

3.4.12.3 **Final Redemption:**

Scenario 1:
If on Valuation Date(T), ReferenceFormula_Final(T) is higher than [or equal to] Strike, then:

Final Redemption Amount = Specified Denomination x Product Formula(T)

Product Formula(T) = ConstantRedemptionLevel_FRA_1 + Min(Cap ; Participation x (ReferenceFormula_Final_1(T) – Strike))

Final Redemption Amount – Option A:

Scenario 2:
If on Valuation Date(T), ReferenceFormula_Final(T) is lower than [or equal to] Strike and a Low Barrier Event has not occurred, then:

Final Redemption Amount = Specified Denomination x Product Formula(T)

Product Formula(T) = ConstantRedemptionLevel_FRA_2

Scenario 3:
If on Valuation Date(T), ReferenceFormula_Final(T) is lower than [or equal to] Strike and a Low Barrier Event has occurred, then:

Final Redemption Amount = Specified Denomination x Product Formula(T)

Product Formula(T) = ConstantRedemptionLevel_FRA_3 + (ReferenceFormula_Final_2(T) – Strike)

Final Redemption Amount – Option B:

Scenario 2:
If on Valuation Date(T), ReferenceFormula_Final(T) is lower than [or equal to] Strike, then:

Final Redemption Amount = Specified Denomination x Product Formula(T)

Product Formula(T) = ConstantRedemptionLevel_FRA_2 + (ReferenceFormula_Final_2(T) – Strike)

3.4.12.4 **Variable Data:**

ConstantRedemptionLevel_AERA
ConstantRedemptionLevel_FRA_1
ConstantRedemptionLevel_FRA_2
ConstantRedemptionLevel_FRA_3
Coupon_AERA
Strike
Participation
Cap

The Variable Data are defined under Condition 5.4 herein.

3.4.12.5 **Reference Formula(e):**

ReferenceFormula_Final
ReferenceFormula_Final_1
ReferenceFormula_Final_2

The main Reference Formula(e) defined under Condition 4 and used for these Products is/are (but without limitation):

For Notes indexed on one Underlying:
Level

For Notes indexed on more than one Underlying:
BasketLevel
WorstLevel

3.4.13 Reverse Bonus

If the applicable Final Terms specify that "*Reference of the Product*" is 3.4.13, the following applies:

3.4.13.1 **Structured Interest:** Not Applicable

3.4.13.2 **Automatic Early Redemption:** Applicable

Automatic Early Redemption Amount(i) = Specified Denomination x Product Formula(i)

Product Formula(i) = ConstantRedemptionLevel_AERA + Coupon_AERA(i)

3.4.13.3 **Final Redemption:**

Scenario 1:
If on Valuation Date(T), a High Barrier Event has not occurred, then:

Final Redemption Amount = Specified Denomination x Product Formula(T)

Product Formula(T) = ConstantRedemptionLevel_FRA_1 + Max(Bonus ; Participation x (Strike - ReferenceFormula_Final_1(T)))

Scenario 2:
If on Valuation Date(T), a High Barrier Event has occurred, then:

Final Redemption Amount = Specified Denomination x Product Formula(T)

Product Formula(T) = ConstantRedemptionLevel_FRA_2 + Max(Floor ; Participation x (Strike - ReferenceFormula_Final_2(T)))

3.4.13.4 **Variable Data:**
ConstantRedemptionLevel_AERA
ConstantRedemptionLevel_FRA_1
ConstantRedemptionLevel_FRA_2
Coupon_AERA
Bonus
Participation
Strike
Floor

The Variable Data are defined under Condition 5.4 herein.

3.4.13.5 **Reference Formula(e):**
ReferenceFormula_Final_1
ReferenceFormula_Final_2

The main Reference Formula(e) defined under Condition 4 and used for these Products is/are (but without limitation):

For Notes indexed on one Underlying:
Level

For Notes indexed on more than one Underlying:
BasketLevel
BestLevel

3.4.14 Reverse Capped Bonus

If the applicable Final Terms specify that "*Reference of the Product*" is 3.4.14, the following applies:

3.4.14.1 **Structured Interest:** Not Applicable

3.4.14.2 **Automatic Early Redemption:** Applicable

Automatic Early Redemption Amount(i) = Specified Denomination x Product Formula(i)

Product Formula(i) = ConstantRedemptionLevel_AERA + Coupon_AERA(i)

3.4.14.3 **Final Redemption:**

Scenario 1:
If on Valuation Date(T), a High Barrier Event has not occurred, then:

Final Redemption Amount = Specified Denomination x Product Formula(T)

Product Formula(T) = ConstantRedemptionLevel_FRA_1 + Max(Bonus ; Min(Cap ; Participation x (Strike - ReferenceFormula_Final_1(T))))

Scenario 2:
If on Valuation Date(T), a High Barrier Event has occurred, then:

Final Redemption Amount = Specified Denomination x Product Formula(T)

Product Formula(T) = ConstantRedemptionLevel_FRA_2 + Max(Floor ; Min(Cap ; Participation x (Strike - ReferenceFormula_Final_2(T))))

3.4.14.4 **Variable Data:**
ConstantRedemptionLevel_AERA
ConstantRedemptionLevel_FRA_1
ConstantRedemptionLevel_FRA_2
Coupon_AERA
Bonus
Participation
Strike
Cap
Floor

The Variable Data are defined under Condition 5.4 herein.

3.4.14.5 **Reference Formula(e):**
ReferenceFormula_Final_1
ReferenceFormula_Final_2

The main Reference Formula(e) defined under Condition 4 and used for these Products is/are (but without limitation):

For Notes indexed on one Underlying:
Level

For Notes indexed on more than one Underlying:
BasketLevel
BestLevel

3.4.15 Reverse Outperformance

If the applicable Final Terms specify that "*Reference of the Product*" is 3.4.15, the following applies:

3.4.15.1 **Structured Interest:** Not Applicable

3.4.15.2 **Automatic Early Redemption:** Applicable

Automatic Early Redemption Amount(i) = Specified Denomination x Product Formula(i)

Product Formula(i) = ConstantRedemptionLevel_AERA + Coupon_AERA(i)

3.4.15.3 **Final Redemption:**

Scenario 1:
If on Valuation Date(T), ReferenceFormula_Final(T) is lower than [or equal to] Strike, then:

Final Redemption Amount = Specified Denomination x Product Formula(T)

Product Formula(T) = ConstantRedemptionLevel_FRA_1 + Participation x (Strike – ReferenceFormula_Final_1(T))

Final Redemption Amount – Option A:

Scenario 2:
If on Valuation Date(T), ReferenceFormula_Final(T) is higher than [or equal to] Strike and a High Barrier Event has not occurred, then:

Final Redemption Amount = Specified Denomination x Product Formula(T)

Product Formula(T) = ConstantRedemptionLevel_FRA_2

Scenario 3:
If on Valuation Date(T), ReferenceFormula_Final(T) is higher than [or equal to] Strike and a High Barrier Event has occurred, then:

Final Redemption Amount = Specified Denomination x Product Formula(T)

Product Formula(T) = ConstantRedemptionLevel_FRA_3 + Max(Floor ; Strike – ReferenceFormula_Final_2(T))

Final Redemption Amount – Option B:

Scenario 2:
If on Valuation Date(T), ReferenceFormula_Final(T) is higher than [or equal to] Strike, then:

Final Redemption Amount = Specified Denomination x Product Formula(T)

Product Formula(T) = ConstantRedemptionLevel_FRA_2 + Max(Floor ; Strike – ReferenceFormula_Final_2(T))

3.4.15.4 **Variable Data:**
ConstantRedemptionLevel_AERA
ConstantRedemptionLevel_FRA_1
ConstantRedemptionLevel_FRA_2
ConstantRedemptionLevel_FRA_3
Coupon_AERA
Strike
Participation
Floor

The Variable Data are defined under Condition 5.4 herein.

3.4.15.5 **Reference Formula(e):**

ReferenceFormula_Final
ReferenceFormula_Final_1
ReferenceFormula_Final_2

The main Reference Formula(e) defined under Condition 4 and used for these Products is/are (but without limitation):

For Notes indexed on one Underlying:
Level

For Notes indexed on more than one Underlying:
BasketLevel
BestLevel

3.4.16 Reverse Sprint

If the applicable Final Terms specify that "*Reference of the Product*" is 3.4.16, the following applies:

3.4.16.1 **Structured Interest:** Not Applicable

3.4.16.2 **Automatic Early Redemption:** Applicable

Automatic Early Redemption Amount(i) = Specified Denomination x Product Formula(i)

Product Formula(i) = ConstantRedemptionLevel_AERA + Coupon_AERA (i)

3.4.16.3 **Final Redemption:**

Scenario 1:
If on Valuation Date(T), ReferenceFormula_Final(T) is lower than [or equal to] Strike, then:

Final Redemption Amount = Specified Denomination x Product Formula(T)

Product Formula(T) = ConstantRedemptionLevel_FRA_1 + Min(Cap ; Participation x (Strike – ReferenceFormula_Final_1(T)))

Final Redemption Amount – Option A:

Scenario 2:
If on Valuation Date(T), ReferenceFormula_Final(T) is higher than [or equal to] Strike and a High Barrier Event has not occurred, then:

Final Redemption Amount = Specified Denomination x Product Formula(T)

Product Formula(T) = ConstantRedemptionLevel_FRA_2

Scenario 3:
If on Valuation Date(T), ReferenceFormula_Final(T) is higher than [or equal to] Strike and a High Barrier Event has occurred, then:

Final Redemption Amount = Specified Denomination x Product Formula(T)

Product Formula(T) = ConstantRedemptionLevel_FRA_3 + Max(Floor ; Strike – ReferenceFormula_Final_2(T))

Final Redemption Amount – Option B:

Scenario 2:
If on Valuation Date(T), ReferenceFormula_Final(T) is higher than [or equal to] Strike, then:

Final Redemption Amount = Specified Denomination x Product Formula(T)

Product Formula(T) = ConstantRedemptionLevel_FRA_2 + Max(Floor ; Strike – ReferenceFormula_Final_2(T))

3.4.16.4 **Variable Data:**

ConstantRedemptionLevel_AERA
ConstantRedemptionLevel_FRA_1
ConstantRedemptionLevel_FRA_2
ConstantRedemptionLevel_FRA_3
Coupon_AERA
Floor
Strike
Participation
Cap

The Variable Data are defined under Condition 5.4 herein.

3.4.16.5 **Reference Formula(e):**

ReferenceFormula_Final
ReferenceFormula_Final_1
ReferenceFormula_Final_2

The main Reference Formula(e) defined under Condition 4 and used for these Products is/are (but without limitation):

For Notes indexed on one Underlying:
Level

For Notes indexed on more than one Underlying:
BasketLevel
BestLevel

3.4.17 Best Athena

If the applicable Final Terms specify that "*Reference of the Product*" is 3.4.17, the following applies:

3.4.17.1 **Structured Interest:** Not Applicable

3.4.17.2 **Automatic Early Redemption:** Applicable

Automatic Early Redemption Amount(i) = Specified Denomination x Product Formula(i)

Product Formula(i) = ConstantRedemptionLevel_AERA + Coupon_AERA(i)

3.4.17.3 **Final Redemption:**

Scenario 1:
If on Valuation Date(RVD(T)), ReferenceFormula_Autocall(T) is higher than [or equal to] BarrierAutocall(T), then:

Final Redemption Amount = Specified Denomination x Product Formula(T)

Product Formula(T) = ConstantRedemptionLevel_FRA_1 + Max(Coupon_FRA ; Participation x (ReferenceFormula_Final_1(T) – Strike))

Scenario 2:
If on Valuation Date(RVD(T)), ReferenceFormula_Autocall(T) is lower than [or equal to] BarrierAutocall(T), then:

Final Redemption Amount = Specified Denomination x Product Formula(T)

Product Formula(T) = ConstantRedemptionLevel_FRA_2 + Participation x (ReferenceFormula_Final_2(T) - Strike)

3.4.17.4 **Variable Data:**
ConstantRedemptionLevel_AERA
ConstantRedemptionLevel_FRA_1
ConstantRedemptionLevel_FRA_2
Coupon_AERA
Coupon_FRA
Participation
Strike

The Variable Data are defined under Condition 5.4 herein.

3.4.17.5 **Reference Formula(e):**
ReferenceFormula_Autocall
ReferenceFormula_Final_1
ReferenceFormula_Final_2

The main Reference Formula(e) defined under Condition 4 and used for these Products is/are (but without limitation):

For Notes indexed on one Underlying:
Level

For Notes indexed on more than one Underlying:
BasketLevel
WorstLevel

3.4.18 Digital Range

If the applicable Final Terms specify that "*Reference of the Product*" is 3.4.18, the following applies:

3.4.18.1 **Structured Interest:** Not Applicable

3.4.18.2 **Automatic Early Redemption:** Applicable

Automatic Early Redemption Amount(i) = Specified Denomination x Product Formula(i)

Product Formula(i) = ConstantRedemptionLevel_AERA + Coupon_AERA(i)

3.4.18.3 **Final Redemption:**

Scenario 1:
If on Valuation Date(T), a Low Barrier Event has not occurred and a High Barrier Event has not occurred, then:

Final Redemption Amount = Specified Denomination x Product Formula(T)

Product Formula(T) = ConstantRedemptionLevel_FRA_1 + Bonus

Scenario 2:
If on Valuation Date(T), a Low Barrier Event has occurred and a High Barrier Event has not occurred, then:

Final Redemption Amount = Specified Denomination x Product Formula(T)

Product Formula(T) = ConstantRedemptionLevel_FRA_2 + Min(UpCap ; CallParticipation x (ReferenceFormula_Final_1(T) – StrikeCall))

Scenario 3:
If on Valuation Date(T), a Low Barrier Event has occurred and a High Barrier Event has occurred and the LowBarrierEventDate is before the HighBarrierEventDate, then:

Final Redemption Amount = Specified Denomination x Product Formula(T)

Product Formula(T) = ConstantRedemptionLevel_FRA_3 + Min(UpCap ; CallParticipation x (ReferenceFormula_Final_2(T) – StrikeCall))

Scenario 4:
If on Valuation Date(T), a High Barrier Event has occurred and a Low Barrier Event has occurred and the HighBarrierEventDate is before the LowBarrierEventDate, then:

Final Redemption Amount = Specified Denomination x Product Formula(T)

Product Formula(T) = ConstantRedemptionLevel_FRA_4 + Min(DownCap ; Max(Floor ; PutParticipation x (StrikePut – ReferenceFormula_Final_3(T))))

Scenario 5:
If on Valuation Date(T), a High Barrier Event has occurred and a Low Barrier Event has not occurred, then:

Final Redemption Amount = Specified Denomination x Product Formula(T)

Product Formula(T) = ConstantRedemptionLevel_FRA_5 + Max(Floor ; PutParticipation x (StrikePut – ReferenceFormula_Final_4(T)))

3.4.18.4 **Variable Data:**
ConstantRedemptionLevel_AERA
ConstantRedemptionLevel_FRA_1

ConstantRedemptionLevel_FRA_2
ConstantRedemptionLevel_FRA_3
ConstantRedemptionLevel_FRA_4
ConstantRedemptionLevel_FRA_5
Coupon_AERA
Bonus
UpCap
CallParticipation
StrikeCall
DownCap
Floor
PutParticipation
StrikePut

The Variable Data are defined under Condition 5.4 herein.

3.4.18.5 **Reference Formula(e):**

ReferenceFormula_Final_1
ReferenceFormula_Final_2
ReferenceFormula_Final_3
ReferenceFormula_Final_4

The main Reference Formula(e) defined under Condition 4 and used for these Products is/are (but without limitation):

For Notes indexed on one Underlying:
Level

For Notes indexed on more than one Underlying:
BasketLevel
WorstLevel
BestLevel

3.4.19 Range Coupon

If the applicable Final Terms specify that "*Reference of the Product*" is 3.4.19, the following applies:

3.4.19.1 **Structured Interest:**

Scenario 1:
If on a Valuation Date(RVD(i)), a Low Barrier Event has not occurred and a High Barrier Event has not occurred, then:

Structured Interest Amount(i) = Specified Denomination x Product Formula(i)

Product Formula(i) = Coupon(i)

Scenario 2:
If on Valuation Date(RVD(i)), a Low Barrier Event has occurred or a High Barrier Event has occurred, then:

Structured Interest Amount(i) = 0

3.4.19.2 **Automatic Early Redemption:** Not Applicable

3.4.19.3 **Final Redemption:**

Final Redemption Amount = Specified Denomination x Product Formula(T)

Product Formula(T) = ConstantRedemptionLevel_FRA

3.4.19.4 **Variable Data:**
Coupon
ConstantRedemptionLevel_ FRA

The Variable Data are defined under Condition 5.4 herein.

3.4.19.5 **Reference Formula(e):** Not Applicable

3.4.20 Bonus Swing

If the applicable Final Terms specify that "*Reference of the Product*" is 3.4.20, the following applies:

3.4.20.1 **Structured Interest:** Not Applicable

3.4.20.2 **Automatic Early Redemption:** Not Applicable

3.4.20.3 **Final Redemption:**

Scenario 1:
If on Valuation Date(T), a Low Barrier Event has not occurred or a High Barrier Event has not occurred, then:

Final Redemption Amount = Specified Denomination x Product Formula(T)

Product Formula(T) = ConstantRedemptionLevel_FRA_1

Final Redemption Amount – Option A:

Scenario 2:
If on Valuation Date(T), a Low Barrier Event has occurred and a High Barrier Event has occurred and the LowBarrierEventDate is before the HighBarrierEventDate, then:

Final Redemption Amount = Specified Denomination x Product Formula(T)

Product Formula(T)= ConstantRedemptionLevel_FRA_2 + Bonus

Scenario 3:
If on Valuation Date(T), a Low Barrier Event has occurred and a High Barrier Event has occurred and the HighBarrierEventDate is before the LowBarrierEventDate, then:

Final Redemption Amount = Specified Denomination x Product Formula(T)

Product Formula(T)= ConstantRedemptionLevel_FRA_3

Final Redemption Amount – Option B:

Scenario 2:
If on Valuation Date(T), a Low Barrier Event has occurred and a High Barrier Event has occurred and the HighBarrierEventDate is before the LowBarrierEventDate, then:

Final Redemption Amount = Specified Denomination x Product Formula(T)

Product Formula(T) = ConstantRedemptionLevel_FRA_2 + Bonus

Scenario 3:
If on Valuation Date(T), a Low Barrier Event has occurred and a High Barrier Event has occurred and the LowBarrierEventDate is before the HighBarrierEventDate, then:

Final Redemption Amount = Specified Denomination x Product Formula(T)

Product Formula(T)= ConstantRedemptionLevel_FRA_3

Final Redemption Amount – Option C:

Scenario 2:
If on Valuation Date(T), a Low Barrier Event has occurred and a High Barrier Event has occurred, then:

Final Redemption Amount = Specified Denomination x Product Formula(T)

Product Formula(T) = ConstantRedemptionLevel_FRA_2 + Bonus

3.4.20.4 **Variable Data:**

ConstantRedemptionLevel_FRA_1
ConstantRedemptionLevel_FRA_2
ConstantRedemptionLevel_FRA_3
Bonus

The Variable Data are defined under Condition 5.4 herein.

3.4.20.5 **Reference Formula(e):** Not Applicable

3.4.21 Equity Protection

If the applicable Final Terms specify that "*Reference of the Product*" is 3.4.21, the following applies:

3.4.21.1 **Structured Interest**: Not Applicable

3.4.21.2 **Automatic Early Redemption:** Applicable

Automatic Early Redemption Amount(i) = Specified Denomination x Product Formula(i)
Product Formula(i) = ConstantRedemptionLevel_AERA + Coupon_AERA(i)

3.4.21.3 **Final Redemption:**

Scenario 1:
If on Valuation Date(T), ReferenceFormula_Final(T) is higher than [or equal to] Strike, then:

Final Redemption Amount = Specified Denomination x Product Formula(T)

Product Formula(T) = ConstantRedemptionLevel_FRA_1 + Min(Cap ; Participation x (ReferenceFormula_Final_1(T) – Strike))

Scenario 2:
If on Valuation Date(T), ReferenceFormula_Final(T) is lower than [or equal to] Strike and a Low Barrier Event has not occurred, then:

Final Redemption Amount = Specified Denomination x Product Formula(T)

Product Formula(T) = ConstantRedemptionLevel_FRA_2 + (ReferenceFormula_Final_2(T) – Strike)

Scenario 3:
If on Valuation Date(T), ReferenceFormula_Final(T) is lower than [or equal to] Strike and a Low Barrier Event has occurred, then:

Final Redemption Amount = Specified Denomination x Product Formula(T)

Product Formula(T) = ConstantRedemptionLevel_FRA_3 + Floor

3.4.21.4 **Variable Data:**
ConstantRedemptionLevel_AERA
ConstantRedemptionLevel_FRA_1
ConstantRedemptionLevel_FRA_2
ConstantRedemptionLevel_FRA_3
Cap
Coupon_AERA
Participation
Strike
Floor

The Variable Data are defined under Condition 5.4 herein.

3.4.21.5 **Reference Formula(e):**
ReferenceFormula_Final
ReferenceFormula_Final_1
ReferenceFormula_Final_2

The main Reference Formula(e) defined under Condition 4 and used for these Products is/are (but without limitation):

For Notes indexed on one Underlying:
Level

For Notes indexed on more than one Underlying:
BasketLevel
WorstLevel

3.4.22 Reverse Equity Protection

If the applicable Final Terms specify that "*Reference of the Product*" is 3.4.22, the following applies:

3.4.22.1 **Structured Interest:** Not Applicable

3.4.22.2 **Automatic Early Redemption:** Applicable

If on Valuation Date(RVD(i)), an Automatic Early Redemption Event has occurred, then:

Automatic Early Redemption Amount(i) = Specified Denomination x Product Formula(i)

Product Formula(i) = ConstantRedemptionLevel_AERA + Coupon_AERA(i)

3.4.22.3 **Final Redemption:**

Scenario 1:

If on Valuation Date(T), ReferenceFormula_Final(T) is lower than [or equal to] Strike, then:

Final Redemption Amount = Specified Denomination x Product Formula(T)

Product Formula(T) = ConstantRedemptionLevel_FRA_1 + Min(Cap ; Participation x (Strike – ReferenceFormula_Final_1(T)))

Scenario 2:

If on Valuation Date(T), ReferenceFormula_Final(T) is higer than [or equal to] Strike and a High Barrier Event has not occurred, then:

Final Redemption Amount = Specified Denomination x Product Formula(T)

Product Formula(T) = ConstantRedemptionLevel_FRA_2 + (Strike – ReferenceFormula_Final_2(T))

Scenario 3:

If on Valuation Date(T), ReferenceFormula_Final(T) is higher than [or equal to] Strike and a High Barrier Event has occurred, then:

Final Redemption Amount = Specified Denomination x Product Formula(T)

Product Formula(T) = ConstantRedemptionLevel_FRA_3 + Floor

3.4.22.4 **Variable Data:**

ConstantRedemptionLevel_AERA
ConstantRedemptionLevel_FRA_1
ConstantRedemptionLevel_FRA_2
ConstantRedemptionLevel_FRA_3
Cap
Coupon_AERA
Participation
Strike
Floor

The Variable Data are defined under Condition 5.4 herein.

3.4.22.5 **Reference Formula(e):**

ReferenceFormula_Final
ReferenceFormula_Final_1
ReferenceFormula_Final_2

The main Reference Formula(e) defined under Condition 4 and used for these Products is/are (but without limitation):

For Notes indexed on one Underlying:
Level

For Notes indexed on more than one Underlying:
BasketLevel
BestLevel

3.5 FAMILY OF ACCUMULATOR AND CLIQUET PRODUCTS

Set out below the list of Accumulator and Cliquet Products, each as described hereinafter:

Reference of the Product	**Product**
3.5.1	Accumulator
3.5.2	Resettable Accumulator
3.5.3	Napoleon & Reverse Cliquet
3.5.4	Sunrise
3.5.5	Sunrise Max
3.5.6	Colt

The Reference of the Product will be specified in the applicable Final Terms.

3.5.1 Accumulator

If the applicable Final Terms specify that "*Reference of the Product*" is 3.5.1, the following applies:

3.5.1.1 **Structured Interest:**

Structured Interest Amount(i) = Specified Denomination × Product Formula(i)

Product Formula(i) = Max(Floor(i) ; Min(Cap(i) ; Participation(i) x ReferenceFormula_Coupon(RVD(i))))

3.5.1.2 **Automatic Early Redemption:** Not Applicable

3.5.1.3 **Final Redemption:**

Final Redemption Amount = Specified Denomination × Product Formula(T)

Product Formula(T) = ConstantRedemptionLevel

3.5.1.4 **Variable Data:**
Floor
Cap
Participation
ConstantRedemptionLevel

The Variable Data are defined under Condition 5.4 herein.

3.5.1.5 **Reference Formula(e):**
ReferenceFormula_Coupon

The main Reference Formula(e) defined under Condition 4 and used for these Products is/are (but without limitation):
SumTimeRestrikePerformance
ProductTimeRestrikePerformance
MaxTimeSumTimeRestrikePerformance
MaxTimeProductTimeRestrikePerformance

3.5.2 Resettable Accumulator

If the applicable Final Terms specify that "*Reference of the Product*" is 3.5.2, the following applies:

3.5.2.1 **Structured Interest:**

Structured Interest Amount(i) = Specified Denomination × Product Formula(i)

Product Formula(i) = Max(Floor(i) ; Min(Cap(i) ; Participation(i) x (ReferenceFormula_Coupon(RVD(i)) – ReferenceFormula_Coupon(RVD(i-1)))))

With:
ReferenceFormula_Coupon(0) = 0 (zero)

3.5.2.2 **Automatic Early Redemption:** Not Applicable

3.5.2.3 **Final Redemption:**

Final Redemption Amount = Specified Denomination × Product Formula(T)

Product Formula(T) = ConstantRedemptionLevel

3.5.2.4 **Variable Data:**
Floor
Cap
Participation
ConstantRedemptionLevel

The Variable Data are defined under Condition 5.4 herein.

3.5.2.5 **Reference Formula(e):**
ReferenceFormula_Coupon

The main Reference Formula(e) defined under Condition 4 and used for these Products is/are (but without limitation):
SumTimeRestrikePerformance

3.5.3 Napoleon & Reverse Cliquet

If the applicable Final Terms specify that "*Reference of the Product*" is 3.5.3, the following applies:

3.5.3.1 **Structured Interest:**

Structured Interest Amount(i) = Specified Denomination × Product Formula(i)

Product Formula(i) = Max(Floor(i) ; Min(Cap(i) ; Coupon(i) + Participation(i) x ReferenceFormula_Coupon(RVD(i))))

3.5.3.2 **Automatic Early Redemption:** Not Applicable

3.5.3.3 **Final Redemption:**

Final Redemption Amount = Specified Denomination × Product Formula(T)

Product Formula(T) = ConstantRedemptionLevel

3.5.3.4 **Variable Data:**
Floor
Cap
Coupon
Participation
ConstantRedemptionLevel

The Variable Data are defined under Condition 5.4 herein.

3.5.3.5 **Reference Formula(e):**
ReferenceFormula_Coupon

The main Reference Formula(e) defined under Condition 4 and used for these Products is/are (but without limitation):
MinTimeRestrikePerformance
SumTimeNegativeRestrikePerformance
ProductTimeNegativeRestrikePerformance

3.5.4 Sunrise

If the applicable Final Terms specify that "*Reference of the Product*" is 3.5.4, the following applies:

3.5.4.1 **Structured Interest:**

Structured Interest Amount(i) = Specified Denomination × Product Formula(i)

Product Formula(i) = Max(Floor(i) ; Min(Cap(i) ; Coupon(i) + Participation(i) x SunriseLevel(RVD(i)) – Strike(i)))

3.5.4.2 **Automatic Early Redemption:** Not Applicable

3.5.4.3 **Final Redemption:**

Final Redemption Amount = Specified Denomination × Product Formula(T)

Product Formula(T) = ConstantRedemptionLevel

3.5.4.4 **Specific Definitions:**

SunriseLevel(RVD(i)) = (SunriseLevel(RVD(i-1)) x RestrikeLevel(i) x ReplacedLevel) / MaxTimeRestrikeLevel(RVD(i),p)

With:
SunriseLevel(0) = 1

And:
ReplacedLevel means a level used to determine SunriseLevel.

3.5.4.5 **Variable Data:**
Floor
Cap
Coupon
Participation
Strike
ConstantRedemptionLevel

The Variable Data are defined under Condition 5.4 herein.

3.5.4.6 **Reference Formula(e):**
MaxTimeRestrikeLevel

3.5.5 Sunrise Max

If the applicable Final Terms specify that "*Reference of the Product*" is 3.5.5, the following applies:

3.5.5.1 **Structured Interest:**

Structured Amount(i) = Specified Denomination × Product Formula(i)

Product Formula(i) = Max(Floor(i) ; Min(Cap(i) ; Coupon(i) + Participation(i) x MaxSunriseLevel(RVD(i)) – Strike(i)))

3.5.5.2 **Automatic Early Redemption:** Not Applicable

3.5.5.3 **Final Redemption:**

Final Redemption Amount = Specified Denomination × Product Formula(T)

Product Formula(T) = ConstantRedemptionLevel

3.5.5.4 **Specific Definitions:**

MaxSunriseLevel(RVD(i)) = Max(SunriseLevel(RVD(i)) ; MaxSunriseLevel(RVD(i-1)))

With:
MaxSunriseLevel(0) = 1

Where:
SunriseLevel(RVD(i)) = (SunriseLevel(RVD(i-1)) x RestrikeLevel(i) x ReplacedLevel) / MaxTimeRestrikeLevel(RVD(i),p)

With:
SunriseLevel(0) = 1

And:
ReplacedLevel means a level used to determine SunriseLevel.

3.5.5.5 **Variable Data:**
Floor
Cap
Coupon
Participation
Strike
ConstantRedemptionLevel

The Variable Data are defined under Condition 5.4 herein.

3.5.5.6 **Reference Formula(e):**
MaxTimeRestrikeLevel

3.5.6 Colt

If the applicable Final Terms specify that "*Reference of the Product*" is 3.5.6, the following applies:

3.5.6.1 **Structured Interest:**

Structured Interest Amount(i) = Specified Denomination × Product Formula(i)

Product Formula(i) = Max(Floor(i) ; Min(Cap(i) ; ReferenceFormula_Coupon(RVD(i)) - ReferenceFormula_Coupon(RVD(i-1)) x IND(ReferenceFormula_Coupon(RVD(i-1)) is higher than 0)))

3.5.6.2 **Automatic Early Redemption:** Not Applicable

3.5.6.3 **Final Redemption:**

Final Redemption Amount = Specified Denomination × Product Formula(T)

Product Formula(T) = ConstantRedemptionLevel

3.5.6.4 **Variable Data:**
Floor
Cap
ConstantRedemptionLevel

The Variable Data are defined under Condition 5.4 herein.

3.5.6.5 **Reference Formula(e):**
ReferenceFormula_Coupon

The main Reference Formula(e) defined under Condition 4 and used for these Products is/are (but without limitation):
SumTimeRestrikePerformance

3.6 FAMILY OF MULTI-UNDERLYING PRODUCTS

Set out below the list of Multi-underlying Products, each as described hereinafter:

Reference of the Product	**Product**
3.6.1	CCI (Call Caps Individual)
3.6.2	Prelude
3.6.3	Jade
3.6.4	Best of, Worst of
3.6.5	Rainbow
3.6.6	Himalaya & Emerald
3.6.7	Correlation Call
3.6.8	Palladium
3.6.9	Symphony
3.6.10	Polar

The Reference of the Product will be specified in the applicable Final Terms.

3.6.1 CCI (Call Caps Individual)

If the applicable Final Terms specify that "*Reference of the Product*" is 3.6.1, the following applies:

3.6.1.1 **Structured Interest:** Not Applicable

3.6.1.2 **Automatic Early Redemption:** Not Applicable

3.6.1.3 **Final Redemption:**

Scenario 1:
If on Valuation Date(T), ReferenceFormula_Final(T) is higher than [or equal to] Strike, then:

Final Redemption Amount = Specified Denomination x Product Formula(T)

Product Formula(T) = ConstantRedemptionLevel + Participation x (ReferenceFormula_Final(T) - Strike)

Scenario 2:
If on Valuation Date(T), ReferenceFormula_Final(T) is lower than [or equal to] Strike, then:

Final Redemption Amount = Specified Denomination x Product Formula(T)

Product Formula(T) = ConstantRedemptionLevel

3.6.1.4 **Variable Data:**
Strike
ConstantRedemptionLevel
Participation

The Variable Data are defined under Condition 5.4 herein.

3.6.1.5 **Reference Formula(e):**
ReferenceFormula_Final

The main Reference Formula(e) defined under Condition 4 and used for these Products is/are (but without limitation):
AverageCappedModifiedPerformance

3.6.2 Prelude

If the applicable Final Terms specify that "*Reference of the Product*" is 3.6.2, the following applies:

3.6.2.1 **Structured Interest:**

Structured Interest Amount(i) = Specified Denomination x Product Formula(i)

Product Formula(i) = Min(Cap(i) ; Max(Floor(i) ; Participation(i) x (ReferenceFormula_Coupon(RVD(i)) - Strike(i))))

3.6.2.2 **Automatic Early Redemption:** Not Applicable

3.6.2.3 **Final Redemption:**

Final Redemption Amount = Specified Denomination x Product Formula(T)

Product Formula(T) = ConstantRedemptionLevel + Min(FinalCap, Max(FinalFloor; FinalParticipation x (ReferenceFormula_Final(T) - StrikeFinal)))

3.6.2.4 **Variable Data:**

Cap
Floor
Participation
Strike
ConstantRedemptionLevel
FinalCap
FinalFloor
FinalParticipation
StrikeFinal

The Variable Data are defined under Condition 5.4 herein.

3.6.2.5 **Reference Formula(e):**

ReferenceFormula_Coupon
ReferenceFormula_Final
The main Reference Formula(e) defined under Condition 4 and used for these Products is/are (but without limitation):
AverageCappedLeveragedModifiedPerformance

3.6.3 Jade

If the applicable Final Terms specify that "*Reference of the Product*" is 3.6.3, the following applies:

3.6.3.1 **Structured Interest:**

Structured Interest Amount(i) = Specified Denomination x Product Formula(i)

Product Formula(i) = Min(Cap(i), Max(Floor(i) ; Participation(i) x (ReferenceFormula_Coupon(RVD(i)) - Strike(i))))

3.6.3.2 **Automatic Early Redemption:** Not Applicable

3.6.3.3 **Final Redemption:**

Final Redemption Amount = Specified Denomination x Product Formula(T)

Product Formula(T) = ConstantRedemptionLevel + Min(FinalCap, Max(FinalFloor ; FinalParticipation x (ReferenceFormula_Final(T) - StrikeFinal)))]

3.6.3.4 **Variable Data:**
Cap
Floor
Participation
Strike
ConstantRedemptionLevel
FinalCap
FinalFloor
FinalParticipation
StrikeFinal

The Variable Data are defined under Condition 5.4 herein.

3.6.3.5 **Reference Formula(e):**
ReferenceFormula_Coupon
ReferenceFormula_Final

The main Reference Formula(e) defined under Condition 4 and used for these Products is/are (but without limitation):
AverageJadeModifiedPerformance
AverageJadeFreezeModifiedPerformance

3.6.4 Best of, Worst of

If the applicable Final Terms specify that "*Reference of the Product*" is 3.6.4, the following applies:

3.6.4.1 **Structured Interest:** Not Applicable

3.6.4.2 **Automatic Early Redemption:** Not Applicable

3.6.4.3 **Final Redemption:**

Scenario 1:
If on Valuation Date(T), ReferenceFormula_Final(T) is higher than [or equal to] Strike, then:

Final Redemption Amount = Specified Denomination x Product Formula(T)

Product Formula(T) = Participation x (ReferenceFormula_Final(T) – Strike)]

Scenario 2:
If on Valuation Date(T), ReferenceFormula_Final(T) is lower than [or equal to] Strike, then:

Final Redemption Amount = Specified Denomination x Product Formula(T)

Product Formula(T) = ConstantRedemptionLevel

3.6.4.4 **Variable Data:**
Strike
Participation
ConstantRedemptionLevel

The Variable Data are defined under Condition 5.4 herein.

3.6.4.5 **Reference Formula(e):**
ReferenceFormula_Final

The main Reference Formula(e) defined under Condition 4 and used for these Products is/are (but without limitation):
WorstLevel
BestLevel
BasketLevel

3.6.5 Rainbow

If the applicable Final Terms specify that "*Reference of the Product*" is 3.6.5, the following applies:

3.6.5.1 **Structured Interest:** Not Applicable

3.6.5.2 **Automatic Early Redemption:** Not Applicable

3.6.5.3 **Final Redemption:**

Scenario 1:
If on Valuation Date(T), ReferenceFormula_Final(T) is higher than [or equal to] Strike, then:

Final Redemption Amount = Specified Denomination x Product Formula(T)

Product Formula(T) = Participation x (ReferenceFormula_Final(T) – Strike)

Scenario 2:
If on Valuation Date(T), ReferenceFormula_Final(T) is lower than [or equal to] Strike, then:

Final Redemption Amount = Specified Denomination x Product Formula(T)

Product Formula(T) = ConstantRedemptionLevel

3.6.5.4 **Variable Data:**
Strike
Participation
ConstantRedemptionLevel

The Variable Data are defined under Condition 5.4 herein.

3.6.5.5 **Reference Formula(e):**
ReferenceFormula_Final

The main Reference Formula(e) defined under Condition 4 and used for these Products is/are (but without limitation):
WeightedRankedLevel

3.6.6 Himalaya & Emerald

If the applicable Final Terms specify that "*Reference of the Product*" is 3.6.6, the following applies:

3.6.6.1 **Structured Interest:** Not Applicable

3.6.6.2 **Automatic Early Redemption:** Not Applicable

3.6.6.3 **Final Redemption:**

Final Redemption Amount = Specified Denomination x Product Formula(T)

Product Formula(T) = ConstantRedemptionLevel + Max(Floor ; Min(Cap ; Participation x Max(0 ; ReferenceFormula_Final(T) – Strike)))

3.6.6.4 **Variable Data:**
ConstantRedemptionLevel
Floor
Cap
Participation
Strike

The Variable Data are defined under Condition 5.4 herein.

3.6.6.5 **Reference Formula(e):**
ReferenceFormula_Final

The main Reference Formula(e) defined under Condition 4 and used for these Products is/are (but without limitation):
HimalayaLevel
HimalayaModifiedLevel
EmeraldLevel
EmeraldModifiedLevel

3.6.7 Correlation Call

If the applicable Final Terms specify that "*Reference of the Product*" is 3.6.7, the following applies:

3.6.7.1 **Structured Interest:** Not Applicable

3.6.7.2 **Automatic Early Redemption:** Not Applicable

3.6.7.3 **Final Redemption:**

Final Redemption Amount = Specified Denomination × Product Formula(T)

Product Formula(T) = ConstantRedemptionLevel + Min(Cap ; Max(Floor ; LeverageFactor x CorrelationLevel))

3.6.7.4 **Specific Definition(s):**

CorrelationLevel = ReferenceFormula_CorrelationFinal – Strike

Where:
ReferenceFormula_CorrelationFinal = (2/(N x (N-1))) x Sum (k from 1 to N, and s from 2 to N, and s strictly higher than k) Rho(s,k)

Rho(s,k) = Covariance(s,k)/(Sigma(s) x Sigma(k))

Covariance(s,k) = Sum (i from 1 to T-TimeStep) ((TimeStepLogRestrikeLevel(i,s, TimeStep) - AverageTimeStepLogRestrikeLevel(s)) x (TimeStepLogRestrikeLevel(i,k, TimeStep) - AverageTimeStepLogRestrikeLevel(k)))/(T- TimeStep)

Sigma(k) = (Sum (i from 1 to T-TimeStep) ((TimeStepLogRestrikeLevel(i,k,TimeStep) - AverageTimeStepLogRestrikeLevel(k))^(2))/(T- TimeStep))^(1/2)

Sigma(s) = (Sum (i from 1 to T-TimeStep) ((TimeStepLogRestrikeLevel(i,s,TimeStep) - AverageTimeStepLogRestrikeLevel(s))^(2))/(T- TimeStep))^(1/2)

TimeStepLogRestrikeLevel(i,k, TimeStep) = LN(S(i+TimeStep,k)/S(i,k))

AverageTimeStepLogRestrikeLevel(k) = Sum (i from 1 to T-TimeStep) TimeStepLogRestrikeLevel(i,k, TimeStep)/(T-TimeStep)

With:
TimeStep means a number used to determine a TimeStepLogRestrikeLevel.

3.6.7.4.1 **Variable Data**:
Strike

The Variable Data are defined under Condition 5.4 herein.

3.6.7.4.2 **Reference Formula(e)**:
S

3.6.7.5 **Variable Data:**
ConstantRedemptionLevel
Cap
Floor
LeverageFactor

The Variable Data are defined under Condition 5.4 herein.

3.6.8 Palladium

If the applicable Final Terms specify that "*Reference of the Product*" is 3.6.8, the following applies:

3.6.8.1 **Structured Interest:** Not Applicable

3.6.8.2 **Automatic Early Redemption:** Not Applicable

3.6.8.3 **Final Redemption:**

Final Redemption Amount = Specified Denomination × Product Formula(T)

Product Formula(T) = ConstantRedemptionLevel + Min(Cap ; Max(Floor ; LeverageFactor x (PalladiumLevel(T) – Strike)))

3.6.8.4 **Specific Definition(s):**

PalladiumLevel(i) = (1/N) x Sum(for k from 1 to N) [ABS(Level(i,k) – (1/N) x Sum(for s from 1 to N) Level(i,s))]

3.6.8.4.1 **Reference Formula(e):**
Level

3.6.8.5 **Variable Data:**
ConstantRedemptionLevel
Cap
Floor
LeverageFactor
Strike

The Variable Data are defined under Condition 5.4 herein.

3.6.9 Symphony

If the applicable Final Terms specify that "*Reference of the Product*" is 3.6.9, the following applies:

3.6.9.1 **Structured Interest:**

Structured Interest Amount (i) = Specified Denomination × Product Formula

Product Formula = Coupon(i)

3.6.9.2 **Automatic Early Redemption:** Not Applicable

3.6.9.3 **Final Redemption:**

Final Redemption Amount = Specified Denomination x Product Formula(T)

Product Formula(T) = ConstantRedemptionLevel + Min(Cap ; Max(Floor1 ; LeverageFactor x Sum (i from 1 to NumberofSymphonyPeriods) SymphonyStrikedLevel(i,SymphonyRank1 , SymphonyRank2 , SymphonyRank3 , SymphonyRank4, SymphonyRank5, SymphonyRank6)))

3.6.9.4 **Specific Definition(s):**

We define two sets of Valuation Dates: **RVD1(i)** and **RVD2(i)**

SymphonyStrikedLevel is determined according to the following formula:

SymphonyStrikedLevel(i , SymphonyRank1 , SymphonyRank2 , SymphonyRank3 , SymphonyRank4, SymphonyRank5 , SymphonyRank6) = Max(Floor2 ; 0.5 x (SymphonyLevelBasket(RVD1(i), RVD2(i), SymphonyRank1, SymphonyRank2) + SymphonyLevelBasket(RVD1(i), RVD2(i), SymphonyRank5, SymphonyRank6)) - SymphonyLevelBasket(RVD1(i), RVD2(i), SymphonyRank3 , SymphonyRank4) - Strike)

SymphonyLevelBasket(RVD1(i) , RVD2(i) , SymphonyRank1 , SymphonyRank2) is the Arithmetic Average of the SymphonyIndividualRestrikeLevel(RVD1(i) , RVD2(i) , k) ranked between SymphonyRank1-th position included and SymphonyRank2-th position included in a descending order.

SymphonyLevelBasket(RVD1(i) , RVD2(i) , SymphonyRank3 , SymphonyRank4) is the Arithmetic Average of the SymphonyIndividualRestrikeLevel(RVD1(i) , RVD2(i) , k) ranked between SymphonyRank3-th position included and SymphonyRank4-th position included in a descending order.

SymphonyLevelBasket(RVD1(i) , RVD2(i) , SymphonyRank5 , SymphonyRank6) is the Arithmetic Average of the SymphonyIndividualRestrikeLevel(RVD1(i) , RVD2(i) , k) ranked between SymphonyRank5-th position included and SymphonyRank6-th position included in a descending order.

SymphonyIndividualRestrikeLevel(RVD1(i) , RVD2(i) ,k) = S(RVD2(i),k)/S(RVD1(i),k)

If Option "Freeze Date" is applicable:

For each k from 1 to N, if on any (i), S(RVD1(i),k) is lower than or equal to Threshold x S(RVD1(0),k), then, for that Underlying (k) and each (t) which follows such (i) then:

For each such Underlying (k) and for each (t) such as RVD1(t) is on [or after] RVD1(i), SymphonyIndividualRestrikeLevel(RVD1(t),RVD2(t),k) = 1

With:

NumberofSymphonyPeriods means the number of observation periods which are used to determine the Product Formula in respect of a Symphony product.

SymphonyRank[1/2/3/4/5/6] means a rank used to determine a SymphonyLevelBasket.

3.6.9.4.1 **Variable Data:**

Strike
Threshold
Floor2

The Variable Data are defined under Condition 5.4 herein.

3.6.9.4.2 **Reference Formula(e)**:
S

3.6.9.5 **Variable Data:**
Coupon
ConstantRedemptionLevel
Cap
Floor1
LeverageFactor
NumberofSymphonyPeriods
SymphonyRank1
SymphonyRank2
SymphonyRank3
SymphonyRank4
SymphonyRank5
SymphonyRank6

The Variable Data are defined under Condition 5.4 herein.

3.6.10 Polar

If the applicable Final Terms specify that "*Reference of the Product*" is 3.6.10, the following applies:

3.6.10.1 **Structured Interest:** Not Applicable

3.6.10.2 **Automatic Early Redemption:** Not Applicable

3.6.10.3 **Final Redemption:**

Final Redemption Amount = Specified Denomination x Product Formula(T)

Product Formula(T) = ConstantRedemptionLevel + Min(Cap ; Max(Floor ; LeverageFactor x (AveragePolarLevel(T,PolarNumber,FreezedLevel)-Strike))]

3.6.10.4 **Specific Definition(s):**

AveragePolarLevel(T, PolarNumber, FreezedLevel) means the Ratio of:

(a) the Sum of
(i) PolarNumber x FreezedLevel and
(ii) the Sum for k from 1 to N- PolarNumber of RankedLevel(T; k)
(b) and N

With:
FreezedLevel means a level which serves as reference to freeze the value of certain Underlying(s).

PolarNumber means the number of Underlying which are freezed to the FreezedLevel**.**

3.6.10.4.1. **Reference Formula(e):**
RankedLevel

3.6.10.5 **Variable Data:**
ConstantRedemptionLevel
Cap
Floor
LeverageFactor
PolarNumber
FreezedLevel
Strike

The Variable Data are defined under Condition 5.4 herein.

3.6.10.6 **Reference Formula(e):** Not Applicable

3.7 FAMILY OF VOLATILITY PRODUCTS

Set out below the list of Volatility Products, each as described hereinafter:

Reference of the Product	Product
3.7.1	Variance Call (*Variance European Options*)
3.7.2	Variance Put (*Variance European Options*)
3.7.3	Variance Digital Call (*Variance European Options*)
3.7.4	Volatility Call (*Volatility European Options*)
3.7.5	Volatility Put (*Volatility European Options*)
3.7.6	Volatility Digital Call (*Volatility European Options*)
3.7.7	Sharpe Ratio
3.7.8	Restriked Sharpe Ratio
3.7.9	CMS Sharpe Ratio
3.7.10	Restriked CMS Sharpe Ratio
3.7.11	Call Evolution

The Reference of the Product will be specified in the applicable Final Terms.

3.7.1 Variance Call

If the applicable Final Terms specify that "*Reference of the Product*" is 3.7.1, the following applies:

3.7.1.1 **Structured Interest:** Not Applicable

3.7.1.2 **Automatic Early Redemption:** Not Applicable

3.7.1.3 **Final Redemption:**

Final Redemption Amount = Specified Denomination x Product Formula(T)

Product Formula(T) = ConstantRedemptionLevel + Participation x Max(0 ; ReferenceFormula_VarianceFinal(T) - Strike)

3.7.1.4 **Variable Data:**
ConstantRedemptionLevel
Participation
Strike

The Variable Data are defined under Condition 5.4 herein.

3.7.1.5 **Reference Formula(e):**
ReferenceFormula_VarianceFinal

The main Reference Formula(e) defined under Condition 4 and used for these Products is/are (but without limitation):
HistoricalVarianceLevel

3.7.2 Variance Put

If the applicable Final Terms specify that "*Reference of the Product*" is 3.7.2, the following applies:

3.7.2.1 **Structured Interest:** Not Applicable

3.7.2.2 **Automatic Early Redemption:** Not Applicable

3.7.2.3 **Final Redemption:**

Final Redemption Amount = Specified Denomination x Product Formula(T)

Product Formula(T) = ConstantRedemptionLevel + Participation x Max(0 ; Strike - ReferenceFormula_VarianceFinal(T))]

3.7.2.4 **Variable Data:**
ConstantRedemptionLevel
Participation
Strike

The Variable Data are defined under Condition 5.4 herein.

3.7.2.5 **Reference Formula(e):**

ReferenceFormula_VarianceFinal

The main Reference Formula(e) defined under Condition 4 and used for these Products is/are (but without limitation):
HistoricalVarianceLevel

3.7.3 Variance Digital Call

If the applicable Final Terms specify that "*Reference of the Product*" is 3.7.3, the following applies:

3.7.3.1 **Structured Interest:** Not Applicable

3.7.3.2 **Automatic Early Redemption:** Not Applicable

3.7.3.3 **Final Redemption:**

Scenario 1:
If on Valuation Date(T), ReferenceFormula_VarianceFinal(T) is higher than [or equal to] Barrier, then:

Final Redemption Amount = Specified Denomination x Product Formula(T)

Product Formula(T) = ConstantRedemptionLevel_FRA_1 + Coupon

Scenario 2:
If on Valuation Date(T), ReferenceFormula_VarianceFinal(T) is lower than [or equal to] Barrier, then:

Final Redemption Amount = Specified Denomination x Product Formula(T)

Product Formula(T) = ConstantRedemptionLevel_FRA_2

3.7.3.4 **Variable Data:**
Barrier
ConstantRedemptionLevel_FRA_1
ConstantRedemptionLevel_FRA_2
Coupon

The Variable Data are defined under Condition 5.4 herein.

3.7.3.5 **Reference Formula(e):**
ReferenceFormula_VarianceFinal

The main Reference Formula(e) defined under Condition 4 and used for these Products is/are (but without limitation):
HistoricalVarianceLevel

3.7.4 Volatility Call

If the applicable Final Terms specify that "*Reference of the Product*" is 3.7.4, the following applies:

3.7.4.1 **Structured Interest:** Not Applicable

3.7.4.2 **Automatic Early Redemption:** Not Applicable

3.7.4.3 **Final Redemption:**

Final Redemption Amount = Specified Denomination x Product Formula(T)

Product Formula(T) = ConstantRedemptionLevel + Participation x Max(0 ; ReferenceFormula_VolatilityFinal(T) - Strike)

3.7.4.4 **Variable Data:**
ConstantRedemptionLevel
Participation
Strike

The Variable Data are defined under Condition 5.4 herein.

3.7.4.5 **Reference Formula(e):**
ReferenceFormula_VolatilityFinal

The main Reference Formula(e) defined under Condition 4 and used for these Products is/are (but without limitation):
HistoricalVolatilityLevel

3.7.5 Volatility Put

If the applicable Final Terms specify that "*Reference of the Product*" is 3.7.5, the following applies:

3.7.5.1 **Structured Interest:** Not Applicable

3.7.5.2 **Automatic Early Redemption:** Not Applicable

3.7.5.3 **Final Redemption:**

Final Redemption Amount = Specified Denomination x Product Formula(T)

Product Formula(T) = ConstantRedemptionLevel + Participation x Max(0 ; Strike - ReferenceFormula_VolatilityFinal(T))

3.7.5.4 **Variable Data:**
ConstantRedemptionLevel
Participation
Strike

The Variable Data are defined under Condition 5.4 herein.

3.7.5.5 **Reference Formula(e):**
ReferenceFormula_VolatilityFinal

The main Reference Formula(e) defined under Condition 4 and used for these Products is/are (but without limitation):

HistoricalVolatilityLevel

3.7.6 Volatility Digital Call

If the applicable Final Terms specify that "*Reference of the Product*" is 3.7.6, the following applies:

3.7.6.1 **Structured Interest:** Not Applicable

3.7.6.2 **Automatic Early Redemption:** Not Applicable

3.7.6.3 **Final Redemption:**

Scenario 1:
If on Valuation Date(T), ReferenceFormula_VolatilityFinal(T) is higher than [or equal to] Barrier, then:

Final Redemption Amount = Specified Denomination x Product Formula(T)

Product Formula(T) = ConstantRedemptionLevel_FRA_1 + Coupon

Scenario 2:
If on Valuation Date(T), ReferenceFormula_VolatilityFinal(T) is lower than [or equal to] Barrier then:

Final Redemption Amount = Specified Denomination x Product Formula(T)

Product Formula(T) = ConstantRedemptionLevel_FRA_2

3.7.6.4 **Variable Data:**
Barrier
ConstantRedemptionLevel_FRA_1
ConstantRedemptionLevel_FRA_2
Coupon

The Variable Data are defined under Condition 5.4 herein.

3.7.6.5 **Reference Formula(e):**
ReferenceFormula_VolatilityFinal

The main Reference Formula(e) defined under Condition 4 and used for these Products is/are (but without limitation):
HistoricalVolatilityLevel

3.7.7 Sharpe Ratio

If the applicable Final Terms specify that "*Reference of the Product*" is 3.7.7, the following applies:

3.7.7.1 **Structured Interest:**

Structured Interest Amount (i) = Specified Denomination × Product Formula(i)

Product Formula(i) = Max(Floor(i) ; Min(Cap(i) ; Participation(i) x SharpeRatio(i)))

3.7.7.2 **Automatic Early Redemption:** Not Applicable

3.7.7.3 **Final Redemption:**

Final Redemption Amount = Specified Denomination x Product Formula(T)

Product Formula(T) = ConstantRedemptionLevel

3.7.7.4 **Specific Definition(s):**

SharpeRatio(i) = Max(0 ; ReferenceFormula_Coupon(RVD(i)) – ReferenceFormula_StrikeCoupon(RVD(i))) / Max(VolFloor ; ReferenceFormula_VolatilityCoupon(RVD(i)))

With:
VolFloor means the minimum percentage that can be reached by the realized volatility element to which it is applied.

3.7.7.5 **Variable Data:**
Floor
Cap
Participation
VolFloor
ConstantRedemptionLevel

The Variable Data are defined under Condition 5.4 herein.

3.7.7.6 **Reference Formula(e):**
ReferenceFormula_Coupon
ReferenceFormula_StrikeCoupon
ReferenceFormula_VolatilityCoupon

The main Reference Formula(e) defined under Condition 4 and used for these Products is/are (but without limitation):
Level
HistoricalVolatilityLevel
CapiReferenceLevel

3.7.8 Restriked Sharpe Ratio

If the applicable Final Terms specify that "*Reference of the Product*" is 3.7.8, the following applies:

3.7.8.1 **Structured Interest:**

Structured Interest Amount(i) = Specified Denomination × Product Formula(i)

Product Formula(i) = Max(Floor(i) ; Min(Cap(i) ; Participation(i) x RestrikedSharpeRatio(i)))]

3.7.8.2 **Automatic Early Redemption:** Not Applicable

3.7.8.3 **Final Redemption:**

Final Redemption Amount = Specified Denomination x Product Formula(T)

Product Formula(T) = ConstantRedemptionLevel

3.7.8.4 **Specific Definition(s):**

RestrikedSharpeRatio(i) = Max(0 ; ReferenceFormula_Coupon(RVD(i)) / ReferenceFormula_Coupon(RVD(i-1)) – (ReferenceFormula_StrikeCoupon(RVD(i)) / ReferenceFormula_StrikeCoupon(RVD(i-1))) / Max(VolFloor ; ReferenceFormula_VolatilityCoupon(RVD(i)))

With:
VolFloor means the minimum percentage that can be reached by the realized volatility element to which it is applied.

3.7.8.5 **Variable Data:**
Floor
Cap
Participation
VolFloor
ConstantRedemptionLevel

The Variable Data are defined under Condition 5.4 herein.

3.7.8.6 **Reference Formula(e):**
ReferenceFormula_Coupon
ReferenceFormula_StrikeCoupon
ReferenceFormula_VolatilityCoupon

The main Reference Formula(e) defined under Condition 4 and used for these Products is/are (but without limitation):
RestrikeHistoricalVolatilityLevel
CapiReferenceLevel

3.7.9 CMS Sharpe Ratio

If the applicable Final Terms specify that "*Reference of the Product*" is 3.7.9, the following applies:

3.7.9.1 **Structured Interest:**

Structured Interest Amount (i) = Specified Denomination × Product Formula(i)

Product Formula(i) = Max(Floor(i) ; Min(Cap(i) ; ReferenceFormula_RateCMS(RVD(i)) + SpreadCMS(RDV(i)))) x Participation(i) x SharpeRatio(i)

With:
SpreadCMS means the spread, expressed in percentage, to be added to the ReferenceFormula_RateCMS.

3.7.9.2 **Automatic Early Redemption:** Not Applicable

3.7.9.3 **Final Redemption:**

Final Redemption Amount = Specified Denomination x Product Formula(T)

Product Formula(T) = ConstantRedemptionLevel

3.7.9.4 **Specific Definition(s):**

SharpeRatio(i) = Max(0 ; ReferenceFormula_Coupon(RVD(i)) – ReferenceFormula_StrikeCoupon(RVD(i))) / Max(VolFloor ; ReferenceFormula_VolatilityCoupon(RVD(i)))

With:
VolFloor means the minimum percentage that can be reached by the realized volatility element to which it is applied.

3.7.9.5 **Variable Data:**
Floor
Cap
SpreadCMS
Participation
VolFloor
ConstantRedemptionLevel

The Variable Data are defined under Condition 5.4 herein.

3.7.9.6 **Reference Formula(e):**
ReferenceFormula_RateCMS
ReferenceFormula_Coupon
ReferenceFormula_StrikeCoupon
ReferenceFormula_VolatilityCoupon

The main Reference Formula(e) defined under Condition 4 and used for these Products is/are (but without limitation):
Level
HistoricalVolatilityLevel
CapiReferenceLevel

3.7.10 Restriked CMS Sharpe Ratio

If the applicable Final Terms specify that "*Reference of the Product*" is 3.7.10, the following applies:

3.7.10.1 **Structured Interest:**

Structured Interest Amount (i) = Specified Denomination × Product Formula(i)

Product Formula(i) = Max(Floor(i) ; Min(Cap(i) ; ReferenceFormula_RateCMS(RVD(i)) + SpreadCMS(RDV(i)))) x Participation(i) x SharpeRatio(i)

With:
SpreadCMS means the spread, expressed in percentage, to be added to the ReferenceFormula_RateCMS.

3.7.10.2 **Automatic Early Redemption:** Not Applicable

3.7.10.3 **Final Redemption:**

Final Redemption Amount = Specified Denomination x Product Formula(T)

Product Formula(T) = ConstantRedemptionLevel

3.7.10.4 **Specific Definition(s):**

RestrikedSharpeRatio(i) = Max(0 ; ReferenceFormula_Coupon(RVD(i)) / ReferenceFormula_Coupon(RVD(i-1)) – (ReferenceFormula_StrikeCoupon(RVD(i)) / ReferenceFormula_StrikeCoupon(RVD(i-1))) / Max(VolFloor ; ReferenceFormula_VolatilityCoupon(RVD(i)))

With:
VolFloor means the minimum percentage that can be reached by the realized volatility element to which it is applied.

3.7.10.5 **Variable Data:**
Floor
Cap
SpreadCMS
Participation
VolFloor
ConstantRedemptionLevel

The Variable Data are defined under Condition 5.4 herein.

3.7.10.6 **Reference Formula(e):**
ReferenceFormula_RateCMS
ReferenceFormula_Coupon
ReferenceFormula_StrikeCoupon
ReferenceFormula_VolatilityCoupon

The main Reference Formula(e) defined under Condition 4 and used for these Products is/are (but without limitation):
Level
RestrikeHistoricalVolatilityLevel
CapiReferenceLevel

3.7.11 Call Evolution

If the applicable Final Terms specify that "*Reference of the Product*" is 3.7.11, the following applies:

3.7.11.1 **Structured Interest:** Not Applicable

3.7.11.2 **Automatic Early Redemption:** Not Applicable

3.7.11.3 **Final Redemption:**

Final Redemption Amount = Specified Denomination x Product Formula(T)

Product Formula(T) = ConstantRedemptionLevel + Max(Floor ; Min(Cap ; Participation x Max(0 ; Leverage x ReferenceFormula_Final(T) x POW((1 - VolFeeLeverage x ReferenceFormula_VolatilityFinal(T)) ; Nbyears) - Strike - (Leverage - 1) x ReferenceFormula_StrikeFinal(T)))

With:
VolFeeLeverage means the multiplicative factor applied to the ReferenceFormula_VolatilityFinal, in order to deduce, if any, the fees linked to realized volatility

And:
Nbyears means the number of years of observation of the Underlying to which it is applied. For the avoidance of doubt, Nbyears may not be an integer.

3.7.11.4 **Variable Data:**

ConstantRedemptionLevel
Floor
Cap
Participation
Leverage
VolFeeLeverage
Nbyears
Strike

The Variable Data are defined under Condition 5.4 herein.

3.7.11.5 **Reference Formula(e):**

ReferenceFormula_Final
ReferenceFormula_VolatilityFinal
ReferenceFormula_StrikeFinal

The main Reference Formula(e) defined under Condition 4 and used for these Products is/are (but without limitation):
Level
HistoricalVolatilityLevel
CapiReferenceLevel

3.8 FAMILY OF SYSTEMATIC STRATEGY PRODUCTS

Set out below the list of Systematic Strategy Products, each as described hereinafter:

Reference of the Product	**Product**
3.8.1	Leverage Certificate
3.8.2	CPPI
3.8.3	Astaris
3.8.4	Target Volatility

The Reference of the Product will be specified in the applicable Final Terms.

3.8.0 Generic definitions, Variable Data and Reference Formula(e)

3.8.0.1 Definition of DynamicBasketLevel ("DBL")

DBL(i) means in respect of any Valuation Date(i) (i from 1 to T), the level of a dynamic basket comprising the RiskyComponent, SafeComponent and, if leverage is used, a LeverageComponent, determined by the Calculation Agent as follows :

DBL(i) = Max[0 ; DBL(i-1) x (Exposure(i-1-DBLag) x RCL(i) x (1 – EC x Act(i-1, i) / 360) + Max((1-Exposure(i-1-DBLag)) ; 0) x SCL(i) – Max(Exposure(i-1-DBLag) – 1 ; 0) x LCL(i)) x (1 – FC x Act(i-1, i) / 360)]

With:
DBL(0) = 100
RCL(i) means in respect of Valuation Date(i), RiskyComponentLevel(i);
SCL(i) means in respect of Valuation Date(i), SafeComponentLevel(i);
LCL(i) means in respect of Valuation Date(i), LeverageComponentLevel(i);
EC means the Fees and Costs charged to the RiskyComponentLevel;
FC means the Fees and Costs charged to the DynamicBasketLevel; and
DBLag means a number of Business Days, calendar days, calendar weeks or months used to take into account, if any, the dealing conditions of the Underlying(s)

3.8.0.2 Definitions of Components

RiskyComponentLevel:

RiskyComponentLevel(i) means in respect of any Valuation Date(i) (i from 0 to T), RiskyComponentLevel_Formula(i).

SafeComponentLevel:

SafeComponentLevel(i) means in respect of any Valuation Date(i) (i from 0 to T), the value of the SafeComponent, determined by the Calculation Agent as follows :

- If no Underlying(s) is specified in respect of the SafeComponent in the Final Terms then:

  SCL(i) = SCL(i-1) x [1 + (FloatingRateSC(i-1) + SpreadSC(i-1)) x Act(i-1,i) / 360]

  and,

  SCL(0) = 100

- Otherwise, SafeComponentLevel_Formula(i).

FloatingRateSC means the relevant floating part of the Safe Component rate of return, specified in the Final Terms

LeverageComponentLevel:

LeverageComponentLevel(i) means in respect of any Valuation Date(i) (i from 0 to T), the value of the LeverageComponent, determined by the Calculation Agent as follows :

LCL(i) = LCL(i-1) x [1 + (FloatingRateLC(i-1) + SpreadLC(i-1)) x Act(i-1,i) / 360]

and,

LCL(0) = 100

FloatingRateLC means the relevant floating part of the Leverage Component rate of return, specified in the Final Terms

Exposure:

Exposure(i) means in respect of Valuation Date(i) (i from 0 to T), the exposure of the Dynamic Basket to the RiskyComponent as defined in respect of each Product of this Family.

3.8.0.3 **Generic Variable Data:**

Lag
EC
FC
FloatingRateSC
FloatingRateLC
SpreadSC
SpreadLC

The Variable Data are defined under Condition 5.4 herein.

3.8.0.4 **Generic Reference Formula(e):**

RiskyComponentLevel_Formula
SafeComponentLevel_Formula

The main Reference Formula(e) defined under Condition 4 and used for these Products is/are (but without limitation):
RestrikeLevel
BasketRestrikeLevel

3.8.1 Leverage Certificate

If the applicable Final Terms specify that "*Reference of the Product*" is 3.8.1, the following applies:

3.8.1.1 **Structured Interest:** Not Applicable

3.8.1.2 **Automatic Early Redemption:** Not Applicable

3.8.1.3 **Final Redemption:**

Final Redemption Amount = Specified Denomination x Product Formula(T)

Product Formula(T) = ConstantRedemptionLevel + Max(Floor ; Min(Cap ; Participation x Max(0 ; Leverage x ReferenceFormula_Final(T) - Strike))

3.8.1.4 **Specific Definition(s):**

Exposure(i) = Gearing(i)

Gearing(i) means, in respect of any Valuation Date(i), the gearing factor to be applied to the Risky Component to provide leverage, if any.

3.8.1.5 **Variable Data:**
ConstantRedemptionLevel
Floor
Cap
Participation
Leverage
Strike
Gearing(i)

The Variable Data are defined under Condition 5.4 herein.

3.8.1.6 **Reference Formula(e):**
[Insert the relevant Generic Reference Formula(e) described in Condition 3.8.0.4 above]
ReferenceFormula_Final

The main Reference Formula(e) defined under Condition 4 and used for these Products is/are (but without limitation):
Level(*)
MaxTimeLevel(*)
AverageTimeLevel(*)

(*) Where:
Level(T) means (DBL(T) / DBL(0)) for the purpose of determining any Reference Level in respect of this Product.

3.8.2 CPPI

If the applicable Final Terms specify that "*Reference of the Product*" is 3.8.2, the following applies:

3.8.2.1 **Structured Interest:** Not Applicable

3.8.2.2 **Automatic Early Redemption:** Not Applicable

3.8.2.3 **Final Redemption:**

Final Redemption Amount = Specified Denomination x Product Formula(T)

Product Formula(T) = ConstantRedemptionLevel + Max(Floor ; Min(Cap ; Participation x Max(0 ; Leverage x ReferenceFormula_Final(T) - Strike))

3.8.2.4 **Specific Definition(s):**

Exposure(i) = Min(MaximumExposure ; Gearing(i) x (DBL(i) – RL(i)) / DBL(i))

Where:
RL(i) = Max(GuaranteeLevel ; RatchetLevel(i) x (ReferenceFormula_Guarantee(i))) x ZCBL(i) x exp(SpreadRL(i) x Act(i,T) / 365).

And:
RL(i) means, in respect of any Valuation Date(i), the reference line used to determine the exposure of the Dynamic Basket to the Risky Component;

MaximumExposure means the maximum percentage exposure of the Dynamic Basket to the Risky Component;

Gearing(i) means, in respect of any Valuation Date(i), the gearing factor used to determine the exposure to the Risky Component;

GuaranteeLevel means the minimum level of the reference line as of the last Valuation Date;

RatchetLevel(i) means in respect of any Valuation Date(i), a percentage applied to ReferenceFormula_Guarantee(i);

ZCBL(i) means, in respect of any Valuation Date(i) (i from 0 to T), the percentage level of a notional unsubordinated and unsecured zero-coupon bond, denominated in the Specified Currency (or in any other currency as specified in the Final Terms), issued by Société Générale or any of its affiliates, guaranteed by Société Générale and which matures at par (100% of the zero-coupon bond denomination) on Valuation Date(T) (or any other date as specified in the Final Terms); and

SpreadRL(i) means, in respect of any Valuation Date(i), a spread to be added to the zero-coupon rate.

3.8.2.5 **Variable Data:**
ConstantRedemptionLevel
Floor
Cap
Participation
Leverage
Strike
MaximumExposure
Gearing
GuaranteeLevel
RatchetLevel
SpreadRL

The Variable Data are defined under Condition 5.4 herein.

3.8.2.6 **Reference Formula(e):**

[Insert the relevant Generic Reference Formula(e) described in Condition 3.8.0.4 above]
ReferenceFormula_Final
ReferenceFormula_Guarantee

The main Reference Formula(e) defined under Condition 4 and used for these Products is/are (but without limitation):
Level(*)
MaxTimeLevel(*)
AverageTimeLevel(*)

(*) Where:
Level(T) means (DBL(T) / DBL(0)) for the purpose of determining any Reference Level in respect of this Product.

3.8.3 Astaris

If the applicable Final Terms specify that "*Reference of the Product*" is 3.8.3, the following applies:

3.8.3.1 **Structured Interest:** Not Applicable

3.8.3.2 **Automatic Early Redemption:** Not Applicable

3.8.3.3 **Final Redemption:**

Final Redemption Amount = Specified Denomination x Product Formula(T)

Product Formula(T) = ConstantRedemptionLevel + Max(Floor ; Min(Cap ; Participation x Max(0 ; Leverage x ReferenceFormula_Final(T) - Strike))

3.8.3.4 **Specific Definition(s):**

Exposure(i) = Max(MinimumExposure ; Min(MaximumExposure ; Gearing(i) x (DBL(i) – RL(i)) / 100))

Where:
RL(i) = Max(GuaranteeLevel ; RatchetLevel(i) x (ReferenceFormula_Guarantee(i))) x (RL(0) + Slope x Act(0,i) / 365.25)

And:
RL(i) means, in respect of any Valuation Date(i), the reference line used to determine the exposure of the Dynamic Basket to the Risky Component. RL(0) is specified in the applicable Final Terms;

MinimumExposure means the minimum percentage exposure of the Dynamic Basket to the Risky Component;

MaximumExposure means the maximum percentage exposure of the Dynamic Basket to the Risky Component;

Gearing(i) means, in respect of any Valuation Date(i), the gearing factor used to determine the exposure to the Risky Component;

GuaranteeLevel means the minimum level of the reference line as of the last Valuation Date;

RatchetLevel(i) means in respect of any Valuation Date(i), a percentage applied to ReferenceFormula_Guarantee(i);

Slope means the slope used to determine the value of the reference line over time; and

Act(0,i) (i from 1 to T) means the number of calendar days between Valuation Date(0) (included) and Valuation Date(i) (excluded).

3.8.3.5 **Variable Data:**
ConstantRedemptionLevel
Floor
Cap
Participation
Leverage
Strike
MinimumExposure
MaximumExposure
Gearing
GuaranteeLevel
RatchetLevel
RL(0)
Slope

The Variable Data are defined under Condition 5.4 herein.

3.8.3.6 **Reference Formula(e):**

[Insert the relevant Generic Reference Formula(e) described in Condition 3.8.0.4 above]
ReferenceFormula_Final
ReferenceFormula_Guarantee

The main Reference Formula(e) defined under Condition 4 and used for these Products is/are (but without limitation):
Level (*)
MaxTimeLevel(*)
AverageTimeLevel(*)

(*)Where:
Level(T) means (DBL(T) / DBL(0)) for the purpose of determining any Reference Level in respect of this Product.

3.8.4 Target Volatility

If the applicable Final Terms specify that "*Reference of the Product*" is 3.8.4, the following applies:

3.8.4.1 **Structured Interest:** Not Applicable

3.8.4.2 **Automatic Early Redemption:** Not Applicable

3.8.4.3 **Final Redemption:**

Final Redemption Amount = Specified Denomination x Product Formula(T)

Product Formula(T) = ConstantRedemptionLevel + Max(Floor ; Min(Cap ; Participation x Max(0 ; Leverage x ReferenceFormula_Final(T) - Strike)))

3.8.4.4 **Specific Definition(s):**

Exposure(i) = Max(MinimumExposure(i) ; Min(MaximumExposure(i) ; TargetVolatility(i) / ReferenceFormula_HistoricalVolatility(i)))

With:
MinimumExposure(i) means, in respect of Valuation Date(i), the minimum percentage exposure of the Dynamic Basket to the Risky Component;

MaximumExposure(i) means, in respect of Valuation Date(i), the maximum percentage exposure of the Dynamic Basket to the Risky Component; and

TargetVolatility(i) means, in respect of Valuation Date(i), the maximum volatility expressed in percentage.

3.8.4.5 **Variable Data:**
ConstantRedemptionLevel
Floor
Cap
Participation
Leverage
Strike
MinimumExposure
MaximumExposure
TargetVolatility

The Variable Data are defined under Condition 5.4 herein.

3.8.4.6 **Reference Formula(e):**
[Insert the relevant Generic Reference Formula(e) described in Condition 3.8.0 above]
ReferenceFormula_Final
ReferenceFormula_HistoricalVolatility

The main Reference Formula(e) defined under Condition 4 and used for these Products is/are (but without limitation):
Level(*)
MaxTimeLevel(*)
AverageTimeLevel(*)
HistoricalVolatilityLevel
RestrikeHistoricalVolatilityLevel

(*) Where:
Level(T) means (DBL(T) / DBL(0)) for the purpose of determining any Reference Level in respect of this Product.

3.9 FAMILY OF RATE PRODUCTS

Set out below the list of Rate Products, each as described hereinafter:

Reference of the Product	**Product**
3.9.1	Structured Floating Rate Note
3.9.2	Corridor
3.9.3	Ratchet Corridor

The Reference of the Product will be specified in the applicable Final Terms.

3.9.0 Generic descriptions for Rate Products

3.9.0.1 Upper Bound Trigger Event

a) Description:

Upper Bound Trigger Event is deemed to have occurred, as determined by the Calculation Agent, if on a Valuation Date(RVD(i)), ReferenceFormula_Autocall(i) is higher than [or equal to] BarrierAutocallUpperBound(i).

b) Variable Data:
BarrierAutocallUpperBound

The Variable Data is defined under Condition 5.4 herein.

c) Reference Formula(e):
ReferenceFormula_Autocall

3.9.0.2 Lower Bound Trigger Event

a) Description:

Lower Bound Trigger Event is deemed to have occurred, as determined by the Calculation Agent, if on a Valuation Date(RVD(i)), ReferenceFormula_Autocall(i) is higher than [or equal to] BarrierAutocallLowerBound(i).

b) Variable Data:
BarrierAutocallLowerBound

The Variable Data is defined under Condition 5.4 herein.

c) Reference Formula(e):
ReferenceFormula_Autocall

3.9.0.3 Target Event

a) Description:

Target Event is deemed to have occurred, as determined by the Calculation Agent, if on a Valuation Date(RVD(i)), SumCouponsPaid(i) is higher than [or equal to] TargetAmount(i).

b) Variable Data:
TargetAmount

The Variable Data is defined under Condition 5.4 herein.

c) Reference Formula(e): Not Applicable

d) Specific Definition(s):

SumCouponsPaid(i) = SumCouponsPaid(i-1) + Structured Interest Amount(i)

With:
SumCouponsPaid(0) = 0 (zero)

3.9.0.4 Determination of the Automatic Early Redemption Amount

Set out below a list of different Options describing Product Formulae used to determine and calculate the Automatic Early Redemption Amount, subject to conditions specified in each Option. Each Product Formula will specify the option(s) that may be retained for determining and calculating the Automatic Early Redemption Amount.

OPTION 1: *Upper Bound Trigger Early Redemption*

If on a Valuation Date(RVD(i)), an Upper Bound Trigger Event has occurred, then:

Automatic Early Redemption Amount(i) = Specified Denomination × Product Formula(i)

Product Formula(i) = ConstantRedemptionLevel_AERA

OPTION 2: *Lower Bound Trigger Early Redemption*

If on a Valuation Date(RVD(i)), a Lower Bound Trigger Event has occurred, then:

Automatic Early Redemption Amount(i) = Specified Denomination × Product Formula(i)

Product Formula(i) = ConstantRedemptionLevel_AERA

OPTION 3: *Target Early Redemption*

If on a Valuation Date(RVD(i)), a Target Event has occurred, then:

Automatic Early Redemption Amount(i) = Specified Denomination × Product Formula(i)

Product Formula(i) = ConstantRedemptionLevel_AERA

3.9.1 Structured Floating Rate Note

If the applicable Final Terms specify that "*Reference of the Product*" is 3.9.1, the following applies:

3.9.1.1 **Structured Interest:**

Structured Interest Amount(i) = Specified Denomination x Product Formula(i)

Product Formula(i) = Max(Floor(i) ; Min(Cap(i) ; Participation1(i) x (Participation2(i) x ReferenceFormula_Coupon(RVD(i)) + Spread(i)))) x DayCountFraction

3.9.1.2 **Automatic Early Redemption:**
[Not Applicable] [*Insert the applicable Option as described in Condition 3.9.0.4 above*]

3.9.1.3 **Final Redemption:**

Final Redemption Amount = Specified Denomination x Product Formula(T)

Product Formula(T) = ConstantRedemptionLevel_FRA

3.9.1.4 **Variable Data:**
Cap
Floor
Participation1
Participation2
Spread
DayCountFraction
ConstantRedemptionLevel_AERA (when applicable)
ConstantRedemptionLevel_FRA

The Variable Data are defined under Condition 5.4 herein.

3.9.1.5 **Reference Formula(e):**
ReferenceFormula_Coupon

The main Reference Formula(e) defined under Condition 4 and used for these Products is/are (but without limitation):

For Notes indexed on one Underlying:
Fixing
Performance
RestrikePerformance
For Notes indexed on more than one Underlying:
BestFixing
WorstFixing
AverageFixing
BasketFixing
SpreadFixing
BasketPerformance
BasketRestrikePerformance

3.9.2 Corridor

If the applicable Final Terms specify that "*Reference of the Product*" is 3.9.2, the following applies:

3.9.2.1 **Structured Interest:**

Structured Interest Amount(i) = Specified Denomination x Product Formula(i)

Product Formula(i) = Max(Floor(i) ; Min(Cap(i) ; Participation(i) x (ReferenceFormula_Coupon(RDV(i)) + Spread(i)) x ReferenceFormula_RangeAccrual(RDV(i)))) x DayCountFraction

3.9.2.2 **Automatic Early Redemption:**

[Not Applicable] [*Insert the applicable Option as described in Condition 3.9.0.4 above*]

3.9.2.3 **Final Redemption:**

Final Redemption Amount = Specified Denomination x Product Formula(T)
Product Formula(T) = ConstantRedemptionLevel_FRA

3.9.2.5 **Variable Data:**

Floor
Cap
Participation
Spread
DayCountFraction
ConstantRedemptionLevel_AERA (when applicable)
ConstantRedemptionLevel_FRA

The Variable Data are defined under Condition 5.4 herein.

3.9.2.6 **Reference Formula(e):**

ReferenceFormula_Coupon
ReferenceFormula_RangeAccrual
The main Reference Formula(e) defined under Condition 4 and used for these Products is/are (but without limitation):
RangeAccrualFormula
DualRangeAccrualFormula
MultipleRangeAccrualFormula

3.9.3 Ratchet Corridor

If the applicable Final Terms specify that "*Reference of the Product*" is 3.9.3, the following applies:

3.9.3.1 **Structured Interest:**

Structured Interest Amount(i) = Specified Denomination x Product Formula(i)

Product Formula(i) = Max(Floor(i) ; Min(Cap(i) ; Participation x (ReferenceFormula_Coupon(RDV(i)) + Spread(i)) x ReferenceFormula_RangeAccrual(RDV(i)) x ReferenceFormula_RangeAccrual(RDV(i-1)))) x DayCountFraction

3.9.3.2 **Automatic Early Redemption:**
[Not Applicable] [*Insert the applicable Option as described in Condition 3.9.0.4 above*]

3.9.3.3 **Final Redemption:**

Final Redemption Amount = Specified Denomination x Product Formula(T)
Product Formula(T) = ConstantRedemptionLevel_FRA

3.9.3.4 **Variable Data:**
Floor
Cap
Participation
Spread
DayCountFraction
ConstantRedemptionLevel_AERA (when applicable)
ConstantRedemptionLevel_FRA

The Variable Data are defined under Condition 5.4 herein.

3.9.3.5 **Reference Formula(e):**
ReferenceFormula_Coupon
ReferenceFormula_RangeAccrual

The main Reference Formula(e) defined under Condition 4 and used for these Products is/are (but without limitation):
RangeAccrualFormula
DualRangeAccrualFormula
MultipleRangeAccrualFormula

3.10 FAMILY OF CREDIT AND BOND LINKED PRODUCTS

Set out below the list of Credit and Bond Linked Products, each as described hereinafter:

Reference of the Product	**Product**
3.10.1	Credit Linked Products
3.10.2	Bond Linked Products

The Reference of the Product will be specified in the applicable Final Terms.

3.10.1 Credit Linked Products

If the applicable Final Terms specify that "*Reference of the Product*" is 3.10.1, the following applies:

3.10.1.1 **Structured Interest:** Not Applicable

3.10.1.2 **Automatic Early Redemption:** Not Applicable

3.10.1.3 **Final Redemption:**

Final Redemption Amount = Specified Denomination x Product Formula(T)

Product Formula(T) = ConstantRedemptionLevel

[*If settlement by way of cash*:
Provided that if one or more Credit Event Determination Date(s) occur(s) (as such term is defined in the Additional Terms and Conditions for Credit Linked Notes), the Issuer will, on the Maturity Date, redeem each Note at the Cash Redemption Amount, subject to provisions of the Additional Terms and Conditions for Credit Linked Notes.]

Cash Redemption Amount means,
[if Single Name Notes or First to Default Notes] an amount, subject to a minimum of zero, equal to the product of the Final Value multiplied by the Nominal Amount of each Note, minus the Unwind Costs in respect of the Credit Event Determination Date.

[If Basket Notes and Tranche Notes], an amount, subject to a minimum of zero, equal for each Note to (i) the Relevant Proportion of the difference between the Aggregate Nominal Amount and the Aggregate Loss Amount minus (ii) the aggregate of the Unwind Costs calculated in respect of all Credit Event Determination Dates, as at the Maturity Date.

[*If settlement by way of physical delivery only applicable for Single Name Notes and First-to-Default Notes*:

provided that if one or more Credit Event Determination Date(s) occur(s) (as such term is defined in the Additional Terms and Conditions for Credit Linked Notes), the Issuer will, on the Maturity Date, deliver the Physical Delivery Amount to the Noteholders, subject to provisions of the Additional Terms and Conditions for Credit Linked Notes.]

Physical Delivery Amount means, for each Note, Specified Deliverable Obligations (as such term is defined in the Additional Terms and Conditions for Credit Linked Notes) with an outstanding principal balance, excluding accrued interest, equal to (i) the Nominal Amount or, if applicable, the Partial Redemption Amount in case of the occurrence of a Restructuring (see Condition 1.4 of the Additional Terms and Conditions for Credit Linked Notes) or the Multiple Successor Notional Amount (see Section V of Part 1 of the Additional Terms and Conditions for Credit Linked Notes), minus (ii) the Unwind Costs, subject to a minimum of zero. If the number of Specified Deliverable Obligations that the Issuer can Deliver is not an integer then, in respect of each Note, the Physical Delivery Amount will include, in addition to the Specified Deliverable Obligations that can be Delivered, the market value in cash, excluding accrued interest, of Specified Deliverable Obligations with an outstanding principal balance equal to the difference between (i) the Nominal Amount or, if applicable, the Partial Redemption Amount in case of the occurrence of a Restructuring (see Condition 1.4 of the Additional Terms and Conditions for Credit Linked Notes) or the Multiple Successor Notional Amount (See Condition 1 of the Additional Terms and Conditions for Credit Linked Notes), minus the Unwind Costs, and (ii) the outstanding principal balance of the Specified Deliverable Obligations that can be Delivered, as determined by the Calculation Agent.

Cash Redemption Amount per Undeliverable Obligation means, in respect of one Note and an Undeliverable Obligation (as such term is defined in the Additional Terms and Conditions for Credit

Linked Notes), the product of (i) the outstanding principal balance of such Undeliverable Obligation and (ii) the final price of such Undeliverable Obligation determined in accordance with Quotation Dealers Method (save as provided below), divided by the number of Notes in respect of which there are such Undeliverable Obligation.

3.10.1.4 **Variable Data:**

ConstantRedemptionLevel

The Variable Data are defined under Condition 5.4 herein.

3.10.2 Bond Linked Products

If the applicable Final Terms specify that "*Reference of the Product*" is 3.10.2, the following applies:

3.10.2.1 **Structured Interest:** Not Applicable

3.10.2.2 **Automatic Early Redemption:** Not Applicable

3.10.2.3 **Final Redemption:**

Final Redemption Amount = Specified Denomination x Product Formula(T)

Product Formula(T) = ConstantRedemptionLevel

Provided that if one or more Bond Event Determination Date(s) occur(s), the Issuer will, on the Maturity Date, redeem each Note at the Cash Redemption Amount, subject to provisions of the Additional Terms and Conditions for Bond Linked Notes.

Cash Redemption Amount means the maximum of zero and:

[*If Single Bond Linked Notes*] an amount equal for each Note to the Sum of (i) the product of the Bond Final Value and the Specified Denomination of each Note and (ii) the product of the Relevant Proportion and the Breakage Cost Amount of the Bond.

[*If Basket Bonds Linked Notes*] an amount equal for each Note to the Sum of (i) the product of the Relevant Proportion and the difference between the Aggregate Nominal Amount and the Aggregate Loss Amount as at the Maturity Date and (ii) the product of the Relevant Proportion and the Breakage Cost Amount of the Bond.

3.10.2.4 **Variable Data:**

ConstantRedemptionLevel

The Variable Data are defined under Condition 5.4 herein.

3.11 FAMILY OF COMBINED VANILLAS PRODUCTS

Set out below the list of Combined Vanillas Products, each as described hereinafter:

Reference of the Product	**Product**
3.11.1	Combined Calls
3.11.2	Combined Digits
3.11.3	Combined Calls with Final Barrier
3.11.4	Combined Digits with Final Barrier
3.11.5	Combined Calls and Digits
3.11.6	Combined Digits and Digits
3.11.7	Cumulative

The Reference of the Product will be specified in the applicable Final Terms in the paragraph "*Reference of the Product*"

3.11.1 Combined Calls

If the applicable Final Terms specify that "*Reference of the Product*" is 3.11.1, the following applies:

3.11.1.1 **Structured Interest:** Not Applicable

3.11.1.2 **Automatic Early Redemption:** Applicable

Automatic Early Redemption Amount(i) = Specified Denomination x Product Formula(i)

Product Formula(i) = ConstantRedemptionLevel_AERA + Coupon_AERA(i)

3.11.1.3 **Final Redemption:**

Final Redemption Amount = Specified Denomination x Product Formula(T)

Product Formula(T) = Max(Floor_FRA; Min(Cap_FRA; ConstantRedemptionLevel_FRA+ Leverage x SumOfCalls(T)))

3.11.1.4 **Specific Definition(s):**

SumOfCalls(T) means the Sum, for k from 1 to OptionsNumber, of UnitCall(T, k, Weight(k), Cap(k), Floor(k), Strike(k), ReferenceFormula(k)(T))

Where:
UnitCall(T, k, Weight(k), Cap(k), Floor(k), Strike(k), ReferenceFormula(k)(T)) means the Product of Weight(k) and Min(Cap(k) ; Max(Floor(k) ; ReferenceFormula(k)(T) – Strike(k)))

3.11.1.5 **Variable Data:**
ConstantRedemptionLevel_AERA
Coupon_AERA
OptionsNumber
Floor_FRA
Cap_FRA
ConstantRedemptionLevel_FRA
Leverage
Weight
Cap
Floor
Strike

The Variable Data are defined under Condition 5.4 herein.

3.11.1.6 **Reference Formula(e):**
ReferenceFormula(k)

3.11.2 Combined Digits

If the applicable Final Terms specify that "*Reference of the Product*" is 3.11.2, the following applies:

3.11.2.1 **Structured Interest:** Not Applicable

3.11.2.2 **Automatic Early Redemption:** Applicable

Automatic Early Redemption Amount(i) = Specified Denomination x Product Formula(i)

Product Formula(i) = ConstantRedemptionLevel_AERA + Coupon_AERA(i)

3.11.2.3 **Final Redemption:**

Final Redemption Amount = Specified Denomination x Product Formula(T)

Product Formula(T) = Max(Floor_FRA; Min(Cap_FRA; ConstantRedemptionLevel_FRA+ Leverage x SumOfDigits(T)))

3.11.2.4 **Specific Definition(s):**

SumOfDigits(T) means the Sum, for k from 1 to OptionsNumber, of UnitDigit(T, k, Weight(k), Cap(k), Floor(k), Strike(k), ReferenceFormula(k)(T))

Where:

Scenario 1:
If on Valuation Date(T), ReferenceFormula(k)(T) is [higher] [lower] than [or equal to] Strike(k), then:
UnitDigit(T, k, Weight(k), Cap(k), Floor(k), Strike(k), ReferenceFormula(k)(T)) means Min(Cap(k) ; Max(Floor(k) ; Weight(k)))

Scenario 2:
If on Valuation Date(T), ReferenceFormula(k)(T) is [lower] [higher] than [or equal to] Strike(k), then:
UnitDigit(T, k, Weight(k), Cap(k), Floor(k), Strike(k), ReferenceFormula(k)(T)) means Min(Cap(k) ; Max(Floor(k) ; 0))

3.11.2.5 **Variable Data:**
ConstantRedemptionLevel_AERA
Coupon_AERA
OptionsNumber
Floor_FRA
Cap_FRA
ConstantRedemptionLevel_FRA
Leverage
Weight
Cap
Floor
Strike

The Variable Data are defined under Condition 5.4 herein.

3.11.2.6 **Reference Formula(e):**
ReferenceFormula(k)

3.11.3 Combined Calls with Final Barrier

If the applicable Final Terms specify that "*Reference of the Product*" is 3.11.3, the following applies:

3.11.3.1 **Structured Interest:** Not Applicable

3.11.3.2 **Automatic Early Redemption:** Applicable

Automatic Early Redemption Amount(i) = Specified Denomination x Product Formula(i)

Product Formula(i) = ConstantRedemptionLevel_AERA + Coupon_AERA(i)

3.11.3.3 **Final Redemption:**

Scenario 1:
If on Valuation Date(T), ReferenceFormula_Barrier(T) is higher than [or equal to] BarrierFinal, then:

Final Redemption Amount = Specified Denomination × Product Formula(T)

Product Formula(T) = ConstantRedemptionLevel_FRA_1 + Leverage x SumOfCalls(T)

Scenario 2:
If on Valuation Date(T), ReferenceFormula_Barrier(T) is lower than [or equal to] BarrierFinal, then:

Final Redemption Amount = Specified Denomination × Product Formula(T)

Product Formula(T) = ConstantRedemptionLevel_FRA_2 + FinalParticipation x (ReferenceFormula_Final(T) – StrikeFinal) + Leverage x SumOfCalls(T)

3.11.3.4 **Specific Definition(s):**

SumOfCalls(T) means the Sum, for k from 1 to OptionsNumber, of UnitCall(T, k, Weight(k), Cap(k), Floor(k), Strike(k), ReferenceFormula(k)(T))

Where:
UnitCall(T, k, Weight(k), Cap(k), Floor(k), Strike(k), ReferenceFormula(k)(T)) means the Product of Weight(k) and Min(Cap(k) ; Max(Floor(k) ; ReferenceFormula(k)(T) – Strike(k)))

3.11.3.5 **Variable Data:**
ConstantRedemptionLevel_AERA
Coupon_AERA
BarrierFinal
OptionsNumber
ConstantRedemptionLevel_FRA_1
ConstantRedemptionLevel_FRA_2
FinalParticipation
StrikeFinal
Leverage
Weight
Cap
Floor
Strike

The Variable Data are defined under Condition 5.4 herein.

3.11.3.6 **Reference Formula(e):**
ReferenceFormula_Barrier
ReferenceFormula(k)

The main Reference Formula(e) defined under Condition 4 and used for these Products is/are (but without limitation):
Performance
WorstPerformance
FixedLeveragePerformance
FixedLeverageWorstPerformance
BasketPerformance
AverageBasketPerformance
IntradayMinTimePerformance
WorstIntradayMinTimePerformance

3.11.4 Combined Digits with Final Barrier

If the applicable Final Terms specify that "*Reference of the Product*" is 3.11.4, the following applies:

3.11.4.1 **Structured Interest:** Not Applicable

3.11.4.2 **Automatic Early Redemption:** Applicable

Automatic Early Redemption Amount(i) = Specified Denomination x Product Formula(i)

Product Formula(i) = ConstantRedemptionLevel_AERA + Coupon_AERA(i)

3.11.4.3 **Final Redemption:**

Scenario 1:
If on Valuation Date(T), ReferenceFormula_Barrier(T) is higher than [or equal to] BarrierFinal, then:

Final Redemption Amount = Specified Denomination × Product Formula(T)

Product Formula(T) = ConstantRedemptionLevel_FRA_1+ Leverage x SumOfDigits(T)

Scenario 2:
If on Valuation Date(T), ReferenceFormula_Barrier(T) is lower than [or equal to] BarrierFinal, then:

Final Redemption Amount = Specified Denomination × Product Formula(T)

Product Formula(T) = ConstantRedemptionLevel_FRA_2 + FinalParticipation x (ReferenceFormula_Final(T) – StrikeFinal) + Leverage x SumOfDigits(T)

3.11.4.4 **Specific Definition(s):**

SumOfDigits(T) means the Sum, for k from 1 to OptionsNumber, of UnitDigit(T, k, Weight(k), Cap(k), Floor(k), Strike(k), ReferenceFormula(k)(T))

Where:

Scenario 1:
If on Valuation Date(T), ReferenceFormula(k)(T) is [higher] [lower] than [or equal to] Strike(k), then:
UnitDigit(T, k, Weight(k), Cap(k), Floor(k), Strike(k), ReferenceFormula(k)(T)) means Min(Cap(k) ; Max(Floor(k) ; Weight(k)))

Scenario 2:
If on Valuation Date(T), ReferenceFormula(k)(T) is [lower] [higher] than [or equal to] Strike(k), then:
UnitDigit(T, k, Weight(k), Cap(k), Floor(k), Strike(k), ReferenceFormula(k)(T)) means Min(Cap(k) ; Max(Floor(k) ; 0))

3.11.4.5 **Variable Data:**
ConstantRedemptionLevel_AERA
Coupon_AERA
BarrierFinal
OptionsNumber
ConstantRedemptionLevel_FRA_1
ConstantRedemptionLevel_FRA_2
FinalParticipation
StrikeFinal
Leverage
Weight
Cap
Floor

Strike

The Variable Data are defined under Condition 5.4 herein.

3.11.4.6 **Reference Formula(e):**

ReferenceFormula_Barrier
ReferenceFormula(k)

The main Reference Formula(e) defined under Condition 4 and used for these Products is/are (but without limitation):
Performance
WorstPerformance
FixedLeveragePerformance
FixedLeverageWorstPerformance
BasketPerformance
AverageBasketPerformance
IntradayMinTimePerformance
WorstIntradayMinTimePerformance

3.11.5 Combined Calls and Digits

If the applicable Final Terms specify that "*Reference of the Product*" is 3.11.5, the following applies:

3.11.5.1 **Structured Interest:** Not Applicable

3.11.5.2 **Automatic Early Redemption:** Applicable

Automatic Early Redemption Amount(i) = Specified Denomination x Product Formula(i)

Product Formula(i) = ConstantRedemptionLevel_AERA + Coupon_AERA(i)

3.11.5.3 **Final Redemption:**

Final Redemption Amount = Specified Denomination x Product Formula(T)

Product Formula(T) = Max(Floor ; Min(Cap ; ConstantRedemptionLevel_FRA + Leverage x SumOfCallsAndDigits(T)))

3.11.5.4 **Specific Definition(s):**

SumOfCallsAndDigits(T) means the Sum, for k from 1 to OptionsNumber, of the Product of UnitDigit(T, k, WeightDigit(k), CapDigit(k), FloorDigit(k), StrikeDigit(k), ReferenceFormula_Digit(k)(T)) and UnitCall(T, k, WeightCall(k), CapCall(k), FloorCall(k), StrikeCall(k), ReferenceFormula_Call(k)(T))

Where:
UnitCall(T, k, WeightCall(k), CapCall(k), FloorCall(k), StrikeCall(k), ReferenceFormula_Call(k)(T)) means the Product of WeightCall(k) and Min(CapCall(k) ; Max(FloorCall(k) ; ReferenceFormula_Call(k)(T) – StrikeCall(k)))

And:

Scenario 1:
If on Valuation Date(T), ReferenceFormula_Digit(k)(T) is [higher] [lower] than [or equal to] StrikeDigit(k), then:
UnitDigit(T, k, WeightDigit(k), CapDigit(k), FloorDigit(k), StrikeDigit(k), ReferenceFormula_Digit(k)(T)) means Min(Cap(k) ; Max(Floor(k) ; Weight(k)))

Scenario 2:
If on Valuation Date(T), ReferenceFormula_Digit(k)(T) is [lower] [higher] than [or equal to] StrikeDigit(k), then:
UnitDigit(T, k, WeightDigit(k), CapDigit(k), FloorDigit(k), StrikeDigit(k), ReferenceFormula_Digit(k)(T)) means Min(Cap(k) ; Max(Floor(k) ; 0))

3.11.5.5 **Variable Data:**

ConstantRedemptionLevel_AERA
Coupon_AERA
OptionsNumber
Floor
Cap
ConstantRedemptionLevel_FRA
Leverage
WeightDigit
CapDigit
FloorDigit
StrikeDigit
WeightCall
CapCall
FloorCall

StrikeCall

The Variable Data are defined under Condition 5.4 herein.

3.11.5.6 **Reference Formula(e):**

ReferenceFormula_Digit(k)
ReferenceFormula_Call(k)

3.11.6 Combined Digits and Digits

If the applicable Final Terms specify that "*Reference of the Product*" is 3.11.6, the following applies:

3.11.6.1 **Structured Interest:** Not Applicable

3.11.6.2 **Automatic Early Redemption:** Applicable

Automatic Early Redemption Amount(i) = Specified Denomination x Product Formula(i)

Product Formula(i) = ConstantRedemptionLevel_AERA + Coupon_AERA(i)

3.11.6.3 **Final Redemption:**

Final Redemption Amount = Specified Denomination x Product Formula(T)

Product Formula(T) = Max(Floor ; Min(Cap ; ConstantRedemptionLevel_FRA + Leverage x SumOfDigitsAndDigits(T)))

3.11.6.4 **Specific Definition(s):**

SumOfDigitsAndDigits(T) means the Sum, for k from 1 to OptionsNumber, of the Product of UnitDigitA(T, k, WeightDigitA(k), CapDigitA(k), FloorDigitA(k), StrikeDigitA(k), ReferenceFormula_DigitA(k)(T)) and UnitDigitB(T, k, WeightDigitB(k), CapDigitB(k), FloorDigitB(k), StrikeDigitB(k), ReferenceFormula_DigitB(k)(T))

Where:

Scenario 1:
If on Valuation Date(T), ReferenceFormula_DigitA(k)(T) is [higher] [lower] than [or equal to] StrikeDigitA(k) and ReferenceFormula_DigitB(k)(T) is [higher] [lower] than [or equal to] StrikeDigitB(k), then:

UnitDigitA(T, k, WeightDigitA(k), CapDigitA(k), FloorDigitA(k), StrikeDigitA(k), ReferenceFormula_DigitA(k)(T)) means Min(CapA(k) ; Max(FloorA(k) ; WeightA(k)))

And:
UnitDigitB(T, k, WeightDigitB(k), CapDigitB(k), FloorDigitB(k), StrikeDigitB(k), ReferenceFormula_DigitB(k)(T)) means Min(CapB(k) ; Max(FloorB(k) ; WeightB(k)))

Scenario 2:
If on Valuation Date(T), ReferenceFormula_DigitA(k)(T) is [higher] [lower] than [or equal to] StrikeDigitA(k) and ReferenceFormula_DigitB(k)(T) is [lower] [higher] than [or equal to] StrikeDigitB(k), then:

UnitDigitA(T ,k, WeightDigitA(k), CapDigitA(k), FloorDigitA(k), StrikeDigitA(k), ReferenceFormula_DigitA(k)(T)) means Min(CapA(k) ; Max(FloorA(k) ; WeightA(k)))

And:
UnitDigitB(T, k, WeightDigitB(k), CapDigitB(k), FloorDigitB(k), StrikeDigitB(k), ReferenceFormula_DigitB(k)(T)) means Min(CapB(k) ; Max(FloorB(k) ; 0))

Scenario 3:
If on Valuation Date(T), ReferenceFormula_DigitA(k)(T) is [lower] [higher] than [or equal to] StrikeDigitA(k) and ReferenceFormula_DigitB(k)(T) is [higher] [lower] than [or equal to] StrikeDigitB(k), then:

UnitDigitA(T, k, WeightDigitA(k), CapDigitA(k), FloorDigitA(k), StrikeDigitA(k), ReferenceFormula_DigitA(k)(T)) means Min(CapA(k) ; Max(FloorA(k) ; 0))

And:
UnitDigitB(T, k, WeightDigitB(k), CapDigitB(k), FloorDigitB(k), StrikeDigitB(k), ReferenceFormula_DigitB(k)(T)) means Min(CapB(k) ; Max(FloorB(k) ; WeightB(k)))

Scenario 4:
If on Valuation Date(T), ReferenceFormula_DigitA(k)(T) is [lower] [higher] than [or equal to] StrikeDigitA(k) and ReferenceFormula_DigitB(k)(T) is [lower] [higher] than [or equal to] StrikeDigitB(k), then:

UnitDigitA(T, k, WeightDigitA(k), CapDigitA(k), FloorDigitA(k), StrikeDigitA(k), ReferenceFormula_DigitA(k)(T)) means Min(CapA(k) ; Max(FloorA(k) ; 0))

And:
UnitDigitB(T, k, WeightDigitB(k), CapDigitB(k), FloorDigitB(k), StrikeDigitB(k), ReferenceFormula_DigitB(k)(T)) means Min(CapB(k) ; Max(FloorB(k) ; 0))

3.11.6.5 **Variable Data:**
ConstantRedemptionLevel_AERA
Coupon_AERA
OptionsNumber
Floor
Cap
ConstantRedemptionLevel_FRA
Leverage
WeightDigitA
CapDigitA
FloorDigitA
StrikeDigitA
WeightDigitB
CapDigitB
FloorDigitB
StrikeDigitB

The Variable Data are defined under Condition 5.4 herein.

3.11.6.6 **Reference Formula(e):**
ReferenceFormula_DigitA(k)
ReferenceFormula_DigitB(k)

3.11.6 Cumulative

If the applicable Final Terms specify that "*Reference of the Product*" is 3.11.6, the following applies:

3.11.7.1 **Structured Interest:** Not Applicable

3.11.7.2 **Automatic Early Redemption:** Not Applicable

3.11.7.3 **Final Redemption:**

Final Redemption Amount = Specified Denomination x Product Formula(T)

Product Formula(T) = Max(Floor ; Min(Cap ; Leverage x CumulativeProductFormula))

3.11.7.4 **Specific Definition(s):**

CumulativeProductFormula means the [Product] [Sum], for k from 1 to UnitVanillaNumber, of UnitVanilla(k, Parameters(k), ReferenceFormula(k))

UnitVanilla(k, Parameters(k), ReferenceFormula(k)) means the [Sum] [Product], for k from 1 to UnitVanillaNumber, of:

1) ConstantRedemptionLevel(k); and
2) The Sum of CallConstant(k) and the Sum, for m from 1 to NbCalls(k), of the Product of WeightCall(m, k) and Max(0 ; ReferenceFormula(k)(T) – StrikeCall(m, k)) ; and
3) The Sum of PutConstant(k) and the Sum, for m from 1 to NbPuts(k), of the Product of WeightPut(m, k) and Max(0 ; StrikePut(m, k) – ReferenceFormula(k)(T)) ; and
4) The Sum of DigitUpConstant(k) and the Sum, for m from 1 to NbDigitsUp(k), of the Product of WeightDigitUp(m, k) and IND(ReferenceFormula(k)(T) is higher than [or equal to] StrikeDigitUp(m, k)) ; and
5) The Sum of DigitDownConstant(k) and the Sum, for m from 1 to NbDigitsDown(k), of the Product of WeightDigitDown(m, k) and IND(ReferenceFormula(k)(T) is lower than [or equal to] StrikeDigitDown(m, k)).

Parameters(k) means the set of the following Variable Data :

- NbCalls(k)
- CallConstant(k)
- NbPuts(k)
- PutConstant(k)
- NbDigitsUp(k)
- DigitUpConstant(k)
- NbDigitsDown(k)
- DigitDownConstant(k)
- ConstantRedemptionLevel(k)
- WeightCall(m, k) (m from 1 to NbCalls(k))
- StrikeCall(m, k) (m from 1 to NbCalls(k))
- WeightPut(m, k) (m from 1 to NbPuts(k))
- StrikePut(m, k) (m from 1 to NbPuts(k))
- WeightDigitUp(m, k) (m from 1 to NbDigitsUp(k))
- StrikeDigitUp(m, k) (m from 1 to NbDigitsUp(k))
- WeightDigitDown(m, k) (m from 1 to NbDigitsDown(k))
- StrikeDigitDown(m, k) (m from 1 to NbDigitsDown(k))

For the avoidance of doubt VariableData(k)(i) means in respect of the k^{th} iteration, the VariableData as of date(i)

3.11.7.5 **Variable Data:**

ProductNumber
Floor

Cap
Leverage
UnitVanillaNumber
ConstantRedemptionLevel
NbCalls
ConstantCall
NbPuts
ConstantPut
NbDigitsUp
ConstantDigitUp
NbDigitsDown
ConstantDigitDown
WeightCall
StrikeCall
WeightPut
StrikePut
WeightDigitUp
StrikeDigitUp
WeightDigitDown
StrikeDigitDown

The Variable Data are defined under Condition 5.4 herein.

3.11.7.6 **Reference Formula(e):**
ReferenceFormula(k)

4. CHARACTERISTICS AND DEFINITIONS RELATING TO FAMILIES OF REFERENCE FORMULA(E)

Set out below the list of Families of Reference Formula(e), each as described hereinafter:

Reference of the Family	Reference Formula(e)
4.1	Family of « SimpleLevel »
4.2	Family of « RankedLevel »
4.3	Family of « BasketLevel »
4.4	Family of « BasketPerformance »
4.5	Family of « BestLevel »
4.6	Family of « WorstLevel »
4.7	Family of « LargeLevel »
4.8	Family of « SmallLevel »
4.9	Family of « TimeLevel »
4.10	Family of « RankedTime »
4.11	Family of « WeightedMaxTimeLevel »
4.12	Family of « WeightedMinTimeLevel »
4.13	Family of « WeightedSumTimeLevel »
4.14	Family of « WeightedAverageTimeLevel »
4.15	Family of « WorstTimeLevel »
4.16	Family of « BestTimeLevel »
4.17	Family of « RestrikePerformance »
4.18	Family of « ModifiedPerformance »
4.19	Family of « FreezeModifiedPerformance »
4.20	Family of « Himalaya & Emerald ReferenceLevel »
4.21	Family of « RangeAccrualFormula(e) »
4.22	Family of « IntradayLevel »
4.23	Family of « VolatilityLevel »
4.24	Family of « CombinedLevel »
4.25	Family of « Reference Fixings »

The different Families of Reference Formula(e) are composed of Reference Level(s), Reference Performance(s), Reference Price(s) and/or Reference Fixing(s), each as defined hereinafter.

Each Reference Formula is associated with Valuation Dates, Relevant Valuation Dates or Schedules (as the case may be) as specified in the applicable Final Terms. When a Schedule is required, it shall be associated to a Reference Formula(e) as follows:

- Standard ReferenceFormula(t) becomes ReferenceFormula(t,{Schedule}), which means that Valuation Date(t) belongs to Schedule;

  Illustration :

  AverageTimeLevel(t) means the Arithmetic Average, for i from 1 to t, of Level(i).

  Becomes :

  AverageTimeLevel(t, {Schedule}) means, in respect of any Valuation Date(t) within {Schedule}, the Arithmetic Average, for i from 1 to t, of Level(i, {Schedule}).

which can be simplified as follows:

AverageTimeLevel({Schedule}) means the Arithmetic Average, for i from 1 to t, of Level(i, {Schedule}).

- Standard ReferenceFormula(t1,t2) becomes ReferenceFormula(t1,t2,{Schedule}), which means that Valuation Date(t1) and Valuation Date(t2) belong to Schedule;

Illustration :

AverageTimeLevel(t1,t2) means the Arithmetic Average, for i from t1 to t2, of Level(i).

Becomes :

AverageTimeLevel(t1, t2, {Schedule}) means, in respect of any Valuation Date(t) within {Schedule}, the Arithmetic Average, for i from t1 to t2, of Level(i, {Schedule})

which can be simplified as follows:

AverageTimeLevel({Schedule}) means the Arithmetic Average, for i from t1 to t2, of Level(i, {Schedule}).

4.0 Definition of S, SI and Relevant Foreign Exchange Rate

S(i) or S(i,k) means in respect of any Valuation Date(i):

- If the Underlying (respectively Underlying(k)) is a Share, an Index, a SGI Index, an American Depositary Receipt (ADR), a Dividend, an Exchange Traded Fund (ETF), a Commodity Index, a Fund, a Foreign Exchange Rate or an Inflation Index, the relevant Closing Price as defined in the relevant Additional Terms and Conditions for the relevant Underlying(s) ;
- If the Underlying (respectively Underlying(k)) is a Commodity, the relevant Commodity Reference Price as defined in the Additional Terms and Conditions for Commodity Linked Notes ; and
- If the Underlying (respectively Underlying(k)) is a Reference Rate, the relevant Reference Rate Fixing as defined in the relevant Additional Terms and Conditions for Reference Rate Linked Notes.

SI(i) or **SI(i,k)** means in respect of any Valuation Date(i) and for an Underlying (respectively an Underlying(k)) which is a Share, an Index, an American Depositary Receipt (ADR), an Exchange Traded Fund (ETF) or a Commodity, the Intraday Price as defined in the relevant Additional Terms and Conditions for the relevant Underlying(s).

Relevant Foreign Exchange Rate or **RelevantFxRate(i)** or **RelevantFXRate(i, X, Y, Price Source, Substitute Price Source, Valuation Time)** means in respect of any Valuation Date(i), the fixing of the foreign exchange rate expressed as X/Y (X and Y are currencies) as ascertained by the Calculation Agent based on the Price Source (as such term is defined in the relevant Additional Terms and Conditions for Foreign Exchange Rate) as of the Valuation Time (as such term is defined in the relevant Additional Terms and Conditions for Foreign Exchange Rate). If (a) the Price Source (or any page that may be substituted for it) is not available or (b) the fixing of the foreign exchange rate is not available on the Price Source at the Valuation Time, the fixing shall be the foreign exchange rate expressed as X/Y (X and Y are currencies) as ascertained by the Calculation Agent based on the Substitute Price Source (as such term is defined in the relevant Additional Terms and Conditions for Foreign Exchange Rate) at the Valuation Time, failing which if, on the Valuation Date(i) at the Valuation Time, (a) there is no Substitute Price Source defined in the applicable Final Terms, (b) the Substitute Price Source (or any page that may be substituted for it) is not available or (c) the fixing of such foreign exchange rate is not available on the Substitute Price Source at the Valuation Time, then the fixing for the foreign exchange rate will be determined by the Calculation Agent, at its sole discretion, acting in good faith and commercially reasonable manner.

4.1 Family of « SimpleLevel »

For Notes indexed on one Underlying:

Price(i) means S(i) for Underlyings other than Reference Rate.

Performance(i) means (S(i) / S(0)) -100%

Level(i) means (S(i) / S(0))

Performance(i, Strike) means (S(i) / Strike) -100%

FixedLeveragePerformance(i, Leverage) means (S(i) / S(0)) x Leverage -100%

Level(i, Strike) means (S(i) / Strike)

FixedLeverageLevel(i, Leverage) means (S(i) / S(0)) x Leverage

IrrLevel(i, Mat) means POW(S(i) ; 1 / Mat)

IrrPerformance(i, Mat) means POW(S(i) ; 1 / Mat) - 100%

For Notes indexed on more than one Underlying:

Price(i,k) means S(i,k) for Underlyings other than Reference Rate.

Performance(i,k) means (S(i,k) / S(0,k)) -100%

Level(i,k) means (S(i,k) / S(0,k))

Performance(i, k, Strike(k)) means (S(i,k) / Strike(k)) -100%

FixedLeveragePerformance(i, k, Leverage) means (S(i,k) / S(0,k)) x Leverage -100%

Level(i, k, Strike(k)) means (S(i,k) / Strike(k))

FixedLeverageLevel(i, k, Leverage) means (S(i,k) / S(0,k)) x Leverage

IrrLevel(i, k, Mat) means POW(S(i,k) ; 1 / Mat)

IrrPerformance(i, k, Mat) means POW(S(i,k) ; 1 / Mat) - 100%

For Yield Products where a leverage is defined for the Final Redemption Formula, a specific LeveragePercentage will be defined in the Final Terms and the Strike will be defined as follows:

If the Notes are indexed on one Underlying: Strike = LeveragePercentage x S(i).

If the Notes are indexed on more than one Underlying: Strike = LeveragePercentage x S(i,k).

4.2 Family of « RankedLevel »

Characteristic of the family: sort Underlyings based on their respective Levels in respect of a Valuation Date.

RankedLevel(i,k) means in respect of Valuation Date(i), the ranking of Underlyings based on their respective Level from the smallest value to the largest value. For the avoidance of doubt, RankedLevel(i,1) = Min(s from 1 to N) Level(i,s) ≤ ... ≤ RankedLevel(i,N) = Max(s from 1 to N) Level(i,s).

WeightedRankedLevel(i, RW(i,1), ..., RW(i,N)) means the Sum, for k from 1 to N, of the Product of RW(i,k) and RankedLevel(i,k).

MaxTimeRankedLevel(t1, t2, RW(i,1), ..., RW(i,N)) means the Maximum, for i from t1 to t2, of WeightedRankedLevel(i , RW(i,1), ..., RW(i,N)).

MinTimeRankedLevel(t1, t2, RW(i,1), ..., RW(i,N)) means the Minimum, for i from t1 to t2, of WeightedRankedLevel(i , RW(i,1), ..., RW(i,N)).

SumTimeRankedLevel(t1, t2, RW(i,1), ..., RW(i,N)) means the Sum, for i from t1 to t2, of WeightedRankedLevel(i , RW(i,1), ..., RW(i,N)).

AverageTimeRankedLevel(t1, t2, RW(i,1), ..., RW(i,N)) means the Arithmetic Average, for i from t1 to t2, of WeightedRankedLevel(i , RW(i,1), ..., RW(i,N)).

4.3 Family of « BasketLevel »

Characteristic of the family: determine Basket level and its running maximum, minimum, sum or average Levels.

BasketLevel(i) means the Sum, for k from 1 to N, of the Product of W(i,k) and Level(i,k).

AverageBasketLevel(i) means the Arithmetic Average, for k from 1 to N, of Level(i, k).

MaxTimeBasketLevel(t1, t2) means the Maximum, for i from t1 to t2, of BasketLevel(i).

MinTimeBasketLevel(t1, t2) means the Minimum, for i from t1 to t2, of BasketLevel(i).

SumTimeBasketLevel(t1, t2) means the Sum, for i from t1 to t2, of BasketLevel(i).

AverageTimeBasketLevel(t1, t2) means the Arithmetic Average, for i from t1 to t2, of BasketLevel(i).

AverageTimeAverageBasketLevel(t1, t2) means the Arithmetic Average, for i from t1 to t2, of AverageBasketLevel(i).

MaxTimeBasketLevel(t) means the Maximum, for i from 0 to t, of BasketLevel(i).

MinTimeBasketLevel(t) means the Minimum, for i from 0 to t, of BasketLevel(i).

SumTimeBasketLevel(t) means the Sum, for i from 1 to t, of BasketLevel(i).

AverageTimeBasketLevel(t) means the Arithmetic Average, for i from 1 to t, of BasketLevel(i).

AverageTimeAverageBasketLevel(t) means the Arithmetic Average, for i from 1 to t, of AverageBasketLevel(i).

4.4 Family of « BasketPerformance »

Characteristic of the family: determine Basket Performance and its running maximum, minimum, sum or average Levels.

BasketPerformance(i) means the Sum, for k from 1 to N, of W(i,k) x Performance(i,k).

BasketRestrikePerformance(i) means the Sum, for k from 1 to N, of the Product of W(i,k) and RestrikePerformance(i,k).

AverageBasketPerformance(i) means the Arithmetic Average, for k from 1 to N, of Performance(i, k).

MaxTimeBasketPerformance(t1, t2) means the Maximum, for i from t1 to t2, of BasketPerformance(i).

MinTimeBasketPerformance(t1, t2) means the Minimum, for i from t1 to t2, of BasketPerformance(i).

SumTimeBasketPerformance(t1, t2) means the Sum, for i from t1 to t2, of BasketPerformance(i).

AverageTimeBasketPerformance(t1, t2) means the Arithmetic Average, for i from t1 to t2, of BasketPerformance(i).

AverageTimeAverageBasketPerformance(t1, t2) means the Arithmetic Average, for i from t1 to t2, of AverageBasketPerformance(i).

MaxTimeBasketPerformance(t) means the Maximum, for i from 0 to t, of BasketPerformance(i).

MinTimeBasketPerformance(t) means the Minimum, for i from 0 to t, of BasketPerformance(i).

SumTimeBasketPerformance(t) means the Sum, for i from 1 to t, of BasketPerformance(i).

AverageTimeBasketPerformance(t) means the Arithmetic Average, for i from 1 to t, of BasketPerformance(i).

AverageTimeAverageBasketPerformance(t) means the Arithmetic Average, for i from 1 to t, of AverageBasketPerformance(i).

4.5 Family of « BestLevel »

Characteristic of the family: determine the Underlying with the best Level (or Performance) in respect of a Valuation Date

BestPrice(i) means the Maximum, for k from 1 to N, of Price(i,k).

BestPerformance(i) means the Maximum, for k from 1 to N, of Performance(i,k).

BestLevel(i) means the Maximum, for k from 1 to N, of Level(i,k). For the avoidance of doubt, BestLevel(i) is equal to RankedLevel(i,N).

BestPerformance(i, Strike(1), ..., Strike(N)) means the Maximum, for k from 1 to N, of Performance(i, k, Strike(k)).

BestLevel(i, Strike(1), ..., Strike(N)) means the Maximum, for k from 1 to N, of Level(i, k, Strike(k)).

FixedLeverageBestPerformance(i, Leverage(1), ..., Leverage(N)) means the Maximum, for k from 1 to N, of FixedLeveragePerformance(i, k, Leverage(k)).

FixedLeverageBestLevel(i, Leverage(1), ..., Leverage(N)) means the Maximum, for k from 1 to N, of FixedLeverageLevel(i, k, Leverage(k)).

MaxTimeBestPerformance(t) means the Maximum, for i from 0 to t, of BestPerformance(i).

MinTimeBestPerformance(t) means the Minimum, for i from 0 to t, of BestPerformance(i).

SumTimeBestPerformance(t) means the Sum, for i from 1 to t, of BestPerformance(i).

AverageTimeBestPerformance(t) means the Arithmetic Average, for i from 1 to t, of BestPerformance(i).

MaxTimeBestLevel(t) means the Maximum, for i from 0 to t, of BestLevel(i).

MinTimeBestLevel(t) means the Minimum, for i from 0 to t, of BestLevel(i).

SumTimeBestLevel(t) means the Sum, for i from 1 to t, of BestLevel(i).

AverageTimeBestLevel(t) means the Arithmetic Average, for i from 1 to t, of BestLevel(i).

4.6 Family of « WorstLevel »

Characteristic of the family: determine the Underlying with the worst Level (or Performance) in respect of a Valuation Date.

WorstPrice(i) means the Minimum, for k from 1 to N of Price(i,k).

WorstPerformance(i) means the Minimum, for k from 1 to N, of Performance(i,k).

WorstLevel(i) means the Minimum, for k from 1 to N of Level(i,k). For the avoidance of doubt, WorstLevel(i) is equal to RankedLevel(i,1).

WorstPerformance(i, Strike(1), ..., Strike(N)) means the Minimum, for k from 1 to N, of Performance(i, k, Strike(k)).

WorstLevel(i, Strike(1), ..., Strike(N)) means the Minimum, for k from 1 to N, of Level(i, k, Strike(k)).

FixedLeverageWorstPerformance(i, Leverage(1), ..., Leverage(N)) means the Minimum, for k from 1 to N, of FixedLeveragePerformance(i, k, Leverage(k)).

FixedLeverageWorstLevel(i, Leverage(1), ..., Leverage(N)) means the Minimum, for k from 1 to N, of FixedLeverageLevel(i, k, Leverage(k)).

MaxTimeWorstPerformance(t) means the Maximum, for i from 0 to t, of WorstPerformance(i).

MinTimeWorstPerformance(t) means the Minimum, for i from 0 to t, of WorstPerformance(i).

SumTimeWorstPerformance(t) means the Sum, for i from 1 to t, of WorstPerformance(i).

AverageTimeWorstPerformance(t) means the Arithmetic Average, for i from 1 to t, of WorstPerformance(i).

MaxTimeWorstLevel(t) means the Maximum, for i from 0 to t, of WorstLevel(i).

MinTimeWorstLevel(t) means the Minimum, for i from 0 to t, of WorstLevel(i).

SumTimeWorstLevel(t) means the Sum, for i from 1 to t, of WorstLevel(i).

AverageTimeWorstLevel(t) means the Arithmetic Average, for i from 1 to t, of WorstLevel(i).

4.7 Family of « LargeLevel »

Characteristic of the family: determine the Underlying(s) with the largest Level(s) in respect of a Valuation Date.

LargeLevel(i,m) means the Sum, for k from N-m+1 to N, of RankedLevel(i,k). For the avoidance of doubt, LargeLevel(i,1) = RankedLevel(i,N) = BestLevel(i).

AverageLargeLevel(i,m) means the Arithmetic Average, for k from N-m+1 to N, of LargeLevel(i,k).

MaxTimeLargeLevel(t,m) means the Maximum, for i from 0 to t, of LargeLevel(i,m).

MinTimeLargeLevel(t,m) means the Minimum, for i from 0 to t, of LargeLevel(i,m).

SumTimeLargeLevel(t,m) means the Sum, for i from 1 to t, of LargeLevel(i,m).

AverageTimeLargeLevel(t,m) means the Arithmetic Average, for i from 1 to t, of LargeLevel(i,m).

4.8 Family of « SmallLevel »

Characteristic of the family: determine the Underlying(s) with the smallest Level(s) in respect of a Valuation Date.

SmallLevel(i,m) means the Sum, for k from 1 to m, of RankedLevel(i,k). For the avoidance of doubt, SmallLevel(i,1) = RankedLevel(i,1) = WorstLevel(i).

AverageSmallLevel(i,m) means the Arithmetic Average, for k from 1 to m, of SmallLevel(i,k).

MaxTimeSmallLevel(t,m) means the Maximum, for i from 0 to t, of SmallLevel(i,m).

MinTimeSmallLevel(t,m) means the Minimum, for i from 0 to t, of SmallLevel(i,m).

SumTimeSmallLevel(t,m) means the Sum, for i from 1 to t, of SmallLevel(i,m).

AverageTimeSmallLevel(t,m) means the Arithmetic Average, for i from 1 to t, of SmallLevel(i,m).

4.9 Family of « TimeLevel »

Characteristic of the family: determine the running maximum, minimum, sum or average Level of a specific Underlying.

MaxTimeLevel(t) means the Maximum, for i from 0 to t, of Level(i).

MinTimeLevel(t) means the Minimum, for i from 0 to t, of Level(i).

SumTimeLevel(t) means the Sum, for i from 1 to t, of Level(i).

AverageTimeLevel(t) means the Arithmetic Average, for i from 1 to t, of Level(i).

MaxTimeLevel(t,k) means the Maximum, for i from 0 to t, of Level(i,k).

MinTimeLevel(t,k) means the Minimum, for i from 0 to t, of Level(i,k).

SumTimeLevel(t,k) means the Sum, for i from 1 to t, of Level(i,k).

AverageTimeLevel(t,k) means the Arithmetic Average, for i from 1 to t, of Level(i,k).

MaxTimeLevel(t1,t2) means the Maximum, for i from t1 to t2, of Level(i).

MinTimeLevel(t1,t2) means the Minimum, for i from t1 to t2, of Level(i).

SumTimeLevel(t1,t2) means the Sum, for i from t1 to t2, of Level(i).

AverageTimeLevel(t1,t2) means the Arithmetic Average, for i from t1 to t2, of Level(i).

MaxTimeLevel(t1,t2,k) means the Maximum, for i from t1 to t2, of Level(i,k).

MinTimeLevel(t1,t2,k) means the Minimum, for i from t1 to t2, of Level(i,k).

SumTimeLevel(t1,t2,k) means the Sum, for i from t1 to t2, of Level(i,k).

AverageTimeLevel(t1,t2,k) means the Arithmetic Average, for i from t1 to t2, of Level(i,k).

4.10 Family of « RankedTime »

Characteristic of the family: sort Underlyings based on their respective MaxTimeLevels, MinTimeLevels, SumTimeLevels or AverageTimeLevels in respect of a Valuation Date.

RankedMaxTimeLevel(i,k) means in respect of Valuation Date(i), the ranking of Underlyings based on their respective MaxTimeLevel from the smallest value to the largest value. For the avoidance of doubt, RankedMaxTimeLevel(i,1) = Min(s from 1 to N) MaxTimeLevel(i,s) ≤ ... ≤ RankedMaxTimeLevel(i,N) = Max(s from 1 to N) MaxTimeLevel(i,s).

RankedMinTimeLevel(i,k) means in respect of Valuation Date(i), the ranking of Underlyings based on their respective MinTimeLevel from the smallest value to the largest value. For the avoidance of doubt, RankedMinTimeLevel(i,1) = Min(s from 1 to N) MinTimeLevel(i,s) ≤ ... ≤ RankedMinTimeLevel(i,N) = Max(s from 1 to N) MinTimeLevel(i,s).

RankedSumTimeLevel(i,k) means in respect of Valuation Date(i), the ranking of Underlyings based on their respective SumTimeLevel from the smallest value to the largest value. For the avoidance of doubt, RankedSumTimeLevel(i,1) = Min(s from 1 to N) SumTimeLevel(i,s) ≤ ... ≤ RankedSumTimeLevel(i,N) = Max(s from 1 to N) SumTimeLevel(i,s).

RankedAverageTimeLevel(i,k) means in respect of Valuation Date(i), the ranking of Underlyings based on their respective AverageTimeLevel from the smallest value to the largest value. For the avoidance of doubt, RankedAverageTimeLevel(i,1) = Min(s from 1 to N) AverageTimeLevel(i,s) ≤ ... ≤ RankedAverageTimeLevel(i,N) = Max(s from 1 to N) AverageTimeLevel(i,s).

4.11 Family of « WeightedMaxTimeLevel »

Characteristic of the family: determine the weighted sum of the MaxTimeLevel and its running maximum, minimum, sum or average.

WeightedMaxTimeLevel(i) means the Sum, for k from 1 to N, of the Product W(i,k) and MaxTimeLevel(i,k).

MaxTimeWeightedMaxTimeLevel(t) means the Maximum, for i from 0 to t, of WeightedMaxTimeLevel(i).

MinTimeWeightedMaxTimeLevel(t) means the Minimum, for i from 0 to t, of WeightedMaxTimeLevel(i).

SumTimeWeightedMaxTimeLevel(t) means the Sum, for i from 1 to t, of WeightedMaxTimeLevel(i).

AverageTimeWeightedMaxTimeLevel(t) means the Arithmetic Average, for i from 1 to t, of WeightedMaxTimeLevel(i).

4.12 Family of « WeightedMinTimeLevel »

Characteristic of the family: determine the weighted sum of the MinTimeLevel and its running maximum, minimum, Sum or average.

WeightedMinTimeLevel(i) means the Sum, for k from 1 to N, of the Product of W(i,k) and MinTimeLevel(i,k).

MaxTimeWeightedMinTimeLevel(t) means the Maximum, for i from 0 to t, of WeightedMinTimeLevel(i).

MinTimeWeightedMinTimeLevel(t) means the Minimum, for i from 0 to t, of WeightedMinTimeLevel(i).

SumTimeWeightedMinTimeLevel(t) means the Sum, for i from 1 to t, of WeightedMinTimeLevel(i).

AverageTimeWeightedMinTimeLevel(t) means the Arithmetic Average, for i from 1 to t, of WeightedMinTimeLevel(i).

4.13 Family of « WeightedSumTimeLevel »

Characteristic of the family: determine the weighted sum of the SumTimeLevel and its running maximum, minimum, Sum or average.

WeightedSumTimeLevel(i) means the Sum, for k from 1 to N, of the Product of W(i,k) and SumTimeLevel(i,k).

MaxTimeWeightedSumTimeLevel(t) means the Maximum, for i from 0 to t, of WeightedSumTimeLevel(i).

MinTimeWeightedSumTimeLevel(t) means the Minimum, for i from 0 to t, of WeightedSumTimeLevel(i).

SumTimeWeightedSumTimeLevel(t) means the Sum, for i from 1 to t, of WeightedSumTimeLevel(i).

AverageTimeWeightedSumTimeLevel(t) means the Arithmetic Average, for i from 1 to t, of WeightedSumTimeLevel(i).

4.14 Family of « WeightedAverageTimeLevel »

Characteristic of the family: determine the weighted sum of the AverageTimeLevel and its running maximum, minimum, sum or average.

WeightedAverageTimeLevel(i) means the Sum, for k from 1 to N, of the Product of W(i,k) and AverageTimeLevel(i,k).

MaxTimeWeightedAverageTimeLevel(t) means the Maximum, for i from 0 to t, of WeightedAverageTimeLevel(i).

MinTimeWeightedAverageTimeLevel(t) means the Minimum, for i from 0 to t, of WeightedAverageTimeLevel(i).

SumTimeWeightedAverageTimeLevel(t) means the Sum, for i from 1 to t, of WeightedAverageTimeLevel(i).

AverageTimeWeightedAverageTimeLevel(t) means the Arithmetic Average, for i from 1 to t, of WeightedAverageTimeLevel(i).

4.15 Family of « WorstTimeLevel »

Characteristic of the family: determine the worst running maximum, minimum, sum or average Level amongst the Underlyings comprising the Basket.

WorstMaxTimeLevel(i) means RankedMaxTimeLevel(i,1).

WorstMinTimeLevel(i) means RankedMinTimeLevel(i,1).

WorstSumTimeLevel(i) means RankedSumTimeLevel(i,1).

WorstAverageTimeLevel(i) means RankedAverageTimeLevel(i,1).

4.16 Family of « BestTimeLevel »

Characteristic of the family: possibility to identify the best running maximum, minimum, sum or average Level amongst the Underlyings comprising the Basket.

BestMaxTimeLevel(i) means RankedMaxTimeLevel(i,N).

BestMinTimeLevel(i) means RankedMinTimeLevel(i,N).

BestSumTimeLevel(i) means RankedSumTimeLevel(i,N).

BestAverageTimeLevel(i) means RankedAverageTimeLevel(i,N).

4.17 Family of « RestrikePerformance »

Characteristic of the family: determine Performances and Levels between two consecutive Valuation Dates.

RestrikeLevel(i) means (S(i) / S(i-1)).

RestrikeLevel(i, Floor(i), Cap(i)) means Max(Floor(i) ; Min(Cap(i) ; (S(i) / S(i-1)))).

RestrikeLevel(i, Cap(i)) means Min(Cap(i) ; (S(i) / S(i-1))).

NegativeRestrikeLevel(i) means RestrikeLevel(i, 1).

RestrikeLevel(i,k) means (S(i,k) / S(i-1,k)).

RestrikeLevel(i, k, Floor(i,k), Cap(i,k)) means Max(Floor(i,k) ; Min(Cap(i,k) ; (S(i,k) / S(i-1,k)))).

RestrikeLevel(i, k, Cap(i,k)) means Min(Cap(i,k) ; (S(i,k) / S(i-1,k))).

BasketRestrikeLevel(i) means the Sum, for k from 1 to N, of the Product of W(i,k) and RestrikeLevel(i,k).

MaxTimeRestrikeLevel(i,Lag) means the maximum for t from Max(1,i-Lag+1) to i, of RestrikeLevel(i)

RestrikePerformance(i) means (S(i) / S(i-1)) -100%.

RestrikePerformance(i, Floor(i), Cap(i)) means Max(Floor(i) ; Min(Cap(i) ; (S(i) / S(i-1)) -100%)).

RestrikePerformance(i, Cap(i)) means Min(Cap(i) ; (S(i) / S(i-1)) -100%).

NegativeRestrikePerformance(i) means RestrikePerformance(i, 0).

SumTimeRestrikePerformance(i, Floor(1), ... Floor(i), Cap(1), ..., Cap(i)) means the Sum, for t from 1 to i of RestrikePerformance(t, Floor(t), Cap(t)).

SumTimeRestrikePerformance(i, Cap(1), ..., Cap(i)) means the Sum, for t from 1 to i, of RestrikePerformance(t, Cap(t)).

SumTimeNegativeRestrikePerformance(i) means the Sum, for t from 1 to i, of NegativeRestrikePerformance(t).

ProductTimeRestrikePerformance(i, Floor(1), ... Floor(i), Cap(1), ..., Cap(i)) means the Difference between (a) the Product, for t from 1 to i, of Restrike(t, Floor(t), Cap(t)) and (b) 100%.

ProductTimeRestrikePerformance(i, Cap(1), ..., Cap(i)) means the Difference between (a) the Product, for t from 1 to i, of RestrikeLevel(t , Cap(t)) and (b) 100%.

ProductTimeNegativeRestrikePerformance(i) means the Difference between (a) the Product, for t from 1 to i, of the NegativeRestrikeLevel(t) and (b) 100%.

MinTimeRestrikePerformance(i) means the Minimum, for t from 1 to i of RestrikePerformance(t).

MinTimeRestrikePerformance(i, Floor(1), ... Floor(i), Cap(1), ..., Cap(i)) means the Minimum, for t from 1 to i, of RestrikePerformance(t, Floor(t), Cap(t)).

MinTimeRestrikePerformance(i, Cap(1), ..., Cap(i)) means the Minimum, for t from 1 to i, of RestrikePerformance(t, Cap(t)).

MaxTimeSumTimeRestrikePerformance(i) means the Maximum, for t from 1 to i, of SumTimeRestrikePerformance(t).

MaxTimeSumTimeRestrikePerformance(i, Floor(1), ... Floor(i), Cap(1), ..., Cap(i)) means the Maximum, for t from 1 to i, of SumTimeRestrikePerformance(t , Floor(t), Cap(t))

MaxTimeSumTimeRestrikePerformance(i, Cap(1), ..., Cap(i)) means the Maximum, for t from 1 to i, of SumTimeRestrikePerformance(t, Cap(t)).

MaxTimeProductTimeRestrikePerformance(i) means the Maximum, for t from 1 to i, of ProductTimeRestrikePerformance(t).

MaxTimeProductTimeRestrikePerformance(i, Floor(1), ... Floor(i), Cap(1), ..., Cap(i)) means the Maximum, for t from 1 to i, of ProductTimeRestrikePerformance(t, Floor(t), Cap(t)).

MaxTimeProductTimeRestrikePerformance(i, Cap(1), ..., Cap(i)) means the Maximum, for t from 1 to i, of ProductTimeRestrikePerformance(t, Cap(t)).

RestrikeSmoothieLevel(i , Downside, Upside) means 100% + Upside x Max(0 ; S(i) / S(i-1) - 100%) - Downside x Min(0 ; S(i) / S(i-1) - 100%).

SmoothiePerformance(i, Downside, Upside) means the Difference between (a) the Product, for t from 1 to i, of RestrikeSmoothieLevel(t, Downside, Upside) and (b) 100%.

4.18 Family of « ModifiedPerformance »

Characteristic of the family: add a cap, a floor, or a participation factor to Performances.

ModifiedPerformance(i, k, Threshold(i), Upside(i), Downside(i), Cap(i), Floor(i)) means:

- If Performance(i,k) is higher than [or equal to] Threshold(i), then:
  ModifiedPerformance(i, k, Threshold(i), Upside(i), Downside(i), Cap(i), Floor(i)) = Min(Cap(i) ; Upside(i) x Performance(i,k))

- Otherwise,
  ModifiedPerformance(i, k, Threshold(i), Upside(i), Downside(i), Cap(i), Floor(i)) = Max(Floor(i) ; Downside(i) x Performance(i,k)).

ModifiedPerformance(i, k, Threshold(i), Upside(i), Downside(i), UpCap(i), UpFloor(i), DownCap(i), DownFloor(i)) means:

- If Performance(i,k) is higher than [or equal to] Threshold(i), then:
  ModifiedPerformance(i, k, Threshold(i), Upside(i), Downside(i), UpCap(i), UpFloor(i), DownCap(i), DownFloor(i)) = Max(UpFloor(i) ; Min(UpCap(i) ; Upside(i) x Performance(i,k)))

- Otherwise,
  ModifiedPerformance(i, k, Threshold(i), Upside(i), Downside(i), UpCap(i), UpFloor(i), DownCap(i), DownFloor(i)) = Max(DownFloor(i) ; Min(DownCap(i) ; Downside(i) x Performance(i,k))).

AverageModifiedPerformance(i, Threshold(i), Upside(i), Downside(i), Cap(i), Floor(i)) means the Arithmetic Average, for k from 1 to N, of ModifiedPerformance(i, k, Threshold(i), Upside(i), Downside(i), Cap(i), Floor(i)).

AverageModifiedPerformance(i, Threshold(i), Upside(i), Downside(i), UpCap(i), UpFloor(i), DownCap(i), DownFloor(i)) means the Arithmetic Average, for k from 1 to N, of ModifiedPerformance(i, k, Threshold(i), Upside(i), Downside(i), UpCap(i), UpFloor(i), DownCap(i), DownFloor(i)).

CappedModifiedPerformance(i, k, Cap(i,k)) means the Minimum between Performance(i,k) and Cap(i,k).

CappedLeveragedModifiedPerformance(i, k, Upside(i), Downside(i), Cap(i), Floor(i)) means:

- If Performance(i,k) is higher than [or equal to] 0%, then:
  CappedLeveragedModifiedPerformance(i, k, Upside(i), Downside(i), Cap(i), Floor(i)) = Min(Cap(i) ; Upside(i) x Performance(i,k))

- Otherwise,
  CappedLeveragedModifiedPerformance(i, k, Upside(i), Downside(i), Cap(i), Floor(i)) = Max(Floor(i); Downside(i) x Performance(i,k)).

For the avoidance of doubt, CappedLeveragedModifiedPerformance(i, k, Upside(i), Cap(i)) is equal to ModifiedPerformance(i, k, 0%, Upside(i), Downside(i), Cap(i), Floor(i)).

JadeModifiedPerformance(i, k, Threshold(i), Cap(i), Floor(i)) means:

- If Performance(i,k) is higher than [or equal to] Threshold(i), then:
  JadeModifiedPerformance(i, k, Threshold(i), Cap(i), Floor (i)) means Cap(i)

- Otherwise,
  JadeModifiedPerformance(i, k, Threshold(i), Cap(i), Floor(i)) means the Maximum between Floor(i) and Performance(i,k).

AverageCappedModifiedPerformance(i, Cap(i)) means the Arithmetic Average, for k from 1 to N, of CappedModifiedPerformance(i, k, Cap(i)).

AverageCappedLeveragedModifiedPerformance(i, Upside(i), Cap(i)) means the Arithmetic Average, for k from 1 to N, of CappedLeveragedModifiedPerformance(i, k, Upside(i), Cap(i)).

AverageJadeModifiedPerformance(i, Threshold(i), Cap(i), Floor(i)) means the Arithmetic Average, for k from 1 to N, of JadeModifiedPerformance(i, k, Threshold(i), Cap(i), Floor(i)).

4.19 Family of « FreezeModifiedPerformance »

Characteristic of the family: freeze the Performances of Underlyings within a Basket, subject to the actual Performance of the Underlyings being above a threshold, before ejecting them from the Basket.

JadeFreezeModifiedPerformance(i, k, Threshold(i), Cap(i), Floor(i)) means:

- If for every t between 1 and i, Performance(t,k) is lower than [or equal to] Threshold(t), then:
  JadeFreezeModifiedPerformance(i, k, Threshold(i), Cap(i), Floor(i)) means the Maximum between Floor(i) and Performance(i,k)

- Otherwise,
  JadeFreezeModifiedPerformance(i, k, Threshold(i), Cap(i), Floor (i)) means Cap(i)

AverageJadeFreezeModifiedPerformance(i, Threshold(i), Cap(i), Floor(i)) means the Arithmetic Average, for k from 1 to N, of JadeFreezeModifiedPerformance(i, k, Threshold(i), Cap(i), Floor(i)).

4.20 Family of « Himalaya & Emerald ReferenceLevel »

Characteristic of the family: determine the locked-in performance and ejection from the Basket of best performing Underlyings. “M” means the number of Underlyings removed from the Basket in respect of a Valuation Date.

EjectBasket(i,M) means in respect of Valuation Date(i), EjectBasket(i-1,M) from which is removed, for k from 1 to M, the BestPerformers(i,k). EjectBasket(0, M) means the initial basket of Underlyings as defined in the Final Terms.

BestPerformers(i,M) means in respect of Valuation Date(i), the M Underlying(s) having the best Performance(s) among the Underlyings comprising the EjectBasket(i-1,M).

BestPerformersLevel(i,M) means in respect of Valuation Date(i), LargeLevel(i,M) for the Underlyings comprinsing EjectBasket(i-1,M).

HimalayaLevel(i,M) means in respect of Valuation Date(i), the Ratio between (a) the Sum for t from 1 to i of BestPerformersLevel(t,M) and (b) M x i.

EmeraldLevel(i,M) means in respect of Valuation Date(i), the Maximum, for t from 1 to i, of HimalayaLevel(t,M).

BestPerformersModifiedLevel(i, M, Threshold(i), Upside(i), Downside(i), Cap(i), Floor(i)) means in respect of Valuation Date(i), the Sum for k from 1 to M of ModifiedLevel(i, k, Threshold(i), Upside(i), Downside(i), Cap(i), Floor(i)) of BestPerformers(i,M).

HimalayaModifiedLevel(i, M, Threshold(i), Upside(i), Downside(i), Cap(i), Floor(i)) means in respect of Valuation Date(i), the Ratio between (a) the Sum for t from 1 to i of BestPerformersModifiedLevel(t, M, Threshold(i), Upside(i), Downside(i), Cap(i), Floor(i)) and (b) M x i.

EmeraldModifiedLevel(i, M, Threshold(i), Upside(i), Downside(i), Cap(i), Floor(i)) means in respect of Valuation Date(i), the Maximum, for t from 1 to i, of HimalayaModifiedLevel(t, M, Threshold(i), Upside(i), Downside(i), Cap(i), Floor(i)).

4.21 Family of « RangeAccrual »

Characteristic of the family: determine the ratio of Valuation Dates for which a certain ReferenceLevel is in or out pre-defined boundaries.

4.21.1 RangeAccrualFormula(e):

RangeAccrualFormula(t1, t2, LowerBound(i), UpperBound(i), ReferenceFormula_LowerBound(i), ReferenceFormula_UpperBound(i)) means in respect of Valuation Date(i), the Ratio n(i) / N(i),

Where:
n(i) means the number of Valuation Dates(i) or any date(i) (i from t1 to (t2-1)) [or any date within the Interest Period(i)] for which ReferenceFormula_LowerBound(i) is higher than [or equal to] LowerBound(i) and ReferenceFormula_UpperBound(i) is lower than [or equal to] UpperBound(i)

And:
N(i) means the number of Valuation Dates(i) or any date(i) (i from t1 to (t2-1)) [or any date within the Interest Period(i)].

For the avoidance doubt, ReferenceFormula_LowerBound(i) has the same definition as ReferenceFormula_UpperBound(i), unless specified otherwise in the Final Terms.

The main Reference Formula(e) used for ReferenceFormula_LowerBound(i) and ReferenceFormula_UpperBound(i) is/are (but without limitation):
Level
WorstLevel
BestLevel
Performance
WorstPerformance
BestPerformance
Price
WorstPrice
BestPrice
Fixing
WorstFixing
BestFixing

4.21.2 DualRangeAccrualFormula(e):

DualRangeAccrualFormula(t1, t2, LowerBound1(i), LowerBound2(i), UpperBound1(i), UpperBound2(i), ReferenceFormula_LowerBound1(i), ReferenceFormula_LowerBound2(i), ReferenceFormula_UpperBound1(i), ReferenceFormula_UpperBound2(i)) means in respect of Valuation Date(i), the Ratio n(i) / N(i),

Where:
n(i) means the number of Valuation Dates(i) or any date(i) (i from t1 to (t2-1)) [or any date within the Interest Period(i)] for which ReferenceFormula_LowerBound1(i) is higher than [or equal to] LowerBound1(i) and ReferenceFormula_LowerBound2(i) is higher than [or equal to] LowerBound2(i) and ReferenceFormula_UpperBound1(i) is lower than [or equal to] UpperBound1(i) and ReferenceFormula_UpperBound2(i) is lower than [or equal to] UpperBound2(i)

And:
N(i) means the number of Valuation Dates(i) or any date(i) (i from t1 to (t2-1)) [or any date within the Interest Period(i)].

For the avoidance of doubt, ReferenceFormula_LowerBound1(i) has the same definition as ReferenceFormula_UpperBound1(i) (respectively ReferenceFormula_LowerBound2(i) has the same definition as ReferenceFormula_UpperBound2(i)) , unless specified otherwise in the Final Terms.

The main Reference Formula(e) used for ReferenceFormula_LowerBound1(i), ReferenceFormula_LowerBound2(i), ReferenceFormula_UpperBound1(i) and ReferenceFormula_UpperBound2(i) is/are (but without limitation):

Level
WorstLevel
BestLevel
Performance
WorstPerformance
BestPerformance
Price
WorstPrice
BestPrice
Fixing
WorstFixing
BestFixing

4.21.3 MultipleRangeAccrualFormula(e):

MultipleRangeAccrualFormula(t1, t2, LowerBound(i), UpperBound(i), ReferenceFormula_LowerBound(i), ReferenceFormula_UpperBound(i)) means in respect of Valuation Date(i), a number equal to one (1) if n(i) is equal to N(i) and zero otherwise,

Where:
n(i) means the number of Valuation Dates(i) or any date(i) (i from t1 to (t2-1)) [or any date within the Interest Period(i)] for which ReferenceFormula_LowerBound(i) is higher than [or equal to] LowerBound(i) and ReferenceFormula_UpperBound(i) is lower than [or equal to] UpperBound(i)

And:
N(i) means the number of Valuation Dates(i) or any date(i) (i from t1 to (t2-1)) [or any date within the Interest Period(i)].

For the avoidance doubt, ReferenceFormula_LowerBound(i) has the same definition as ReferenceFormula_UpperBound(i), unless specified otherwise in the Final Terms.

The main Reference Formula(e) used for ReferenceFormula_LowerBound(i) and ReferenceFormula_UpperBound(i) is/are (but without limitation):

Level
WorstLevel
BestLevel
Performance
WorstPerformance
BestPerformance
Price
WorstPrice
BestPrice
Fixing
WorstFixing
BestFixing

4.22 Family of « IntradayLevel »

Characteristic of the family: determine the intraday levels (and performance) and their running maximum, minimum value

MinTimeSI(i) means in respect of an Underlying and Valuation Date(i), the Minimum SI(i) over all observation days (as specified in the applicable Final Terms) from Valuation Date(0) (included) to Valuation Date(i) (included).

MaxTimeSI(i) means in respect of an Underlying and Valuation Date(i), the Maximum SI(i) over all observation days (as specified in the applicable Final Terms) from Valuation Date(0) (included) to Valuation Date(i) (included).

MinTimeSI(i,k) means in respect of an Underlying(k) and Valuation Date(i), the Minimum SI(i,k) over all observation days (as specified in the applicable Final Terms) from Valuation Date(0) (included) to Valuation Date(i) (included).

MaxTimeSI(i,k) means in respect of an Underlying(k) and Valuation Date(i), the Maximum SI(i,k) over all observation days (as specified in the applicable Final Terms) from Valuation Date(0) (included) to Valuation Date(i) (included).

IntradayMinTimePerformance(i) means MinTimeSI(i) / S(0) - 100%

IntradayMaxTimePerformance(i) means MaxTimeSI(i) / S(0) - 100%

IntradayMinTimePerformance(i,k) means MinTimeSI(i,k) / S(0,k) - 100%

IntradayMaxTimePerformance(i,k) means MaxTimeSI(i,k) / S(0,k) - 100%

WorstIntradayMinTimePerformance(i) means the Minimum, for k from 1 to N, of IntradayMinTimePerformance(i,k)

WorstIntradayMaxTimePerformance(i) means the Minimum, for k from 1 to N, of IntradayMaxTimePerformance(i,k)

BestIntradayMinTimePerformance(i) means the Maximum, for k from 1 to N, of IntradayMinTimePerformance(i,k)

BestIntradayMaxTimePerformance(i) means the Maximum, for k from 1 to N, of IntradayMaxTimePerformance(i,k)

IntradayMinTimeLevel(i) means MinTimeSI(i) / S(0)

IntradayMaxTimeLevel(i) means MaxTimeSI(i) / S(0)

IntradayMinTimeLevel(i,k) means MinTimeSI(i,k) / S(0,k)

IntradayMaxTimeLevel(i,k) means MaxTimeSI(i,k) / S(0,k)

WorstIntradayMinTimeLevel(i) means the Minimum, for k from 1 to N, of IntradayMinTimeLevel(i,k)

WorstIntradayMaxTimeLevel(i) means the Minimum, for k from 1 to N, of IntradayMaxTimeLevel(i,k)

BestIntradayMinTimeLevel(i) means the Maximum, for k from 1 to N, of IntradayMinTimeLevel(i,k)

BestIntradayMaxTimeLevel(i) means the Maximum, for k from 1 to N, of IntradayMaxTimeLevel(i,k)

4.23 Family of « VolatilityLevel »

Characteristic of the family: determine the historical volatility level of a given Underlying.

AverageReturns(i) means the Arithmetic Average, for t from 1 to i, of LN(RestrikeLevel(t)).

HistoricalVarianceLevel(i, DetrendFactor) means the Sum, for t from 1 to i, of [LN(RestrikeLevel(t)) – DetrendFactor x AverageReturns(i)]^2.

HistoricalVolatilityLevel(i, DetrendFactor, AnnualObservationNumber) means [ReferenceVarianceLevel(i, DetrendFactor) x AnnualObservationsNumber / i]^(0.5).

RestrikeHistoricalVolatilityLevel(t1, t2, DetrendFactor, AnnualObservationNumber) means [ReferenceVarianceLevel(t2, DetrendFactor) - ReferenceVarianceLevel(t1, DetrendFactor)) x AnnualObservationsNumber / (t2 – t1)]^(0.5).

4.24 Family of « CombinedLevel »

Characteristic of the family: combine two ReferenceLevels (ReferenceLevel1 and ReferenceLevel2) or two Reference Performances (ReferencePerformance1 and ReferencePerformance2.

SumReferencePerformance(i, t, ReferencePerformance1, ReferencePerformance2) means the Sum of ReferencePerformance1(i) and ReferencePerformance2(t).

DifferenceReferencePerformance(i, t, ReferencePerformance1, ReferencePerformance2) means the Difference between ReferencePerformance1(i) and ReferencePerformance2(t).

ProductReferencePerformance(i, t, ReferencePerformance1, ReferencePerformance2) means the Product of ReferencePerformance1(i) and ReferencePerformance2(t).

SumReferenceLevel(i, t, ReferenceLevel1, ReferenceLevel2) means the Sum of ReferenceLevel1(i) and ReferenceLevel2(t).

MaximumReferenceLevel(i, t, ReferenceLevel1, ReferenceLevel2) means the Maximum between ReferenceLevel1(i) and ReferenceLevel2(t).

MinimumReferenceLevel(i, t, ReferenceLevel1, ReferenceLevel2) means the Minimum between ReferenceLevel1(i) and ReferenceLevel2(t).

DifferenceReferenceLevel(i, t, ReferenceLevel1, ReferenceLevel2) means the Difference between ReferenceLevel1(i) and ReferenceLevel2(t).

ProductReferenceLevel (i, t, ReferenceLevel1, ReferenceLevel2) means the Product of ReferenceLevel1(i) and ReferenceLevel2(t)

RatioReferenceLevel(i, t, ReferenceLevel1, ReferenceLevel2) means the Ratio of ReferenceLevel1(i) and ReferenceLevel2(t).

SumReferencePerformance(i, t, k, ReferencePerformance1, ReferencePerformance2) means the Sum of ReferencePerformance1(i,k) and ReferencePerformance2(t,k).

DifferenceReferencePerformance(i, t, k, ReferencePerformance1, ReferencePerformance2) means the Difference between ReferencePerformance1(i,k) and ReferencePerformance2(t,k).

ProductReferencePerformance(i, t, k, ReferencePerformance1, ReferencePerformance2) means the Product of ReferencePerformance1(i,k) and ReferencePerformance2(t,k).

SumReferenceLevel(i, t, k, ReferenceLevel1, ReferenceLevel2) means the Sum of ReferenceLevel1(i,k) and ReferenceLevel2(t,k).

DifferenceReferenceLevel(i, t, k, ReferenceLevel1, ReferenceLevel2) means the Difference between ReferenceLevel1(i,k) and ReferenceLevel2(t,k).

ProductReferenceLevel (i, t, k, ReferenceLevel1, ReferenceLevel2) means the Product of ReferenceLevel1(i,k) and ReferenceLevel2(t,k).

RatioReferenceLevel(i, t, k, ReferenceLevel1, ReferenceLevel2) means the Ratio of ReferenceLevel1(i,k) and ReferenceLevel2(t,k).

4.25 Family of « Reference Fixings »

Characteristic of the family: determine combinations of interest rate fixings

Fixing(i) means S(i) in respect of an Underlying which is Reference Rate.

MaxTimeFixing(t1,t2) means the Maximum, for i from t1 to t2, of Fixing(i).

MinTimeFixing(t1,t2) means the Minimum, for i from t1 to t2, of Fixing(i).

AverageTimeFixing(t1,t2) means the Average, for i from t1 to t2, of Fixing(i).

SpreadTimeFixing(t1,t2) means the Difference between Fixing(t1) and Fixing(t2) (or respectively the difference between Fixing(t2) and Fixing(t1) as specified in the Final Terms).

AbsoluteSpreadTimeFixing(t1,t2) means the Absolute Value of the Difference between Fixing(t1) and Fixing(t2) (or respectively the Difference between Fixing(t2) and Fixing(t1) as specified in the Final Terms).

Fixing(i,k) means S(i,k) in respect of an Underlying(k) which is Reference Rate.

MaxTimeFixing(t1,t2,k) means the Maximum, for i from t1 to t2, of the Fixing(i,k).

MinTimeFixing(t1,t2,k) means the Minimum, for i from t1 to t2, of Fixing(i,k).

AverageTimeFixing(t1,t2,k) means the Average, for i from t1 to t2, of Fixing(i,k).

SpreadTimeFixing(t1,t2,k) means the Difference between Fixing(t1,k) and Fixing(t2,k) (or respectively the Difference between Fixing(t2,k) and Fixing(t1,k) as specified in the Final Terms).

AbsoluteSpreadTimeFixing(t1,t2,k) means the Absolute Value of the Difference between Fixing(t1,k) and Fixing(t2,k) (or respectively the Difference between Fixing(t2,k) and Fixing(t1,k) as specified in the Final Terms).

BestFixing(i) means the Maximum, for k from 1 to N, of Fixing(i,k).

WorstFixing(i) means the Minimum, for k from 1 to N, of Fixing(i,k).

AverageFixing(i) means the Average, for k from 1 to N, of Fixing(i,k).

BasketFixing(i) means the Sum, for k from 1 to N, of the Product of W(i,k) and Fixing(i,k).

MaxTimeBasketFixing(t1,t2,k) means the Maximum, for i from t1 to t2, of the BasketFixing(i,k).

MinTimeBasketFixing(t1,t2,k) means the Minimum, for i from t1 to t2, of BasketFixing(i,k).

AverageTimeBasketFixing(t1,t2,k) means the Average, for i from t1 to t2, of BasketFixing(i,k).

SpreadTimeBasketFixing(t1,t2,k) means the Difference between BasketFixing(t1,k) and BasketFixing(t2,k) (or respectively the Difference between BasketFixing(t2,k) and BasketFixing(t1,k) as specified in the Final Terms).

AbsoluteSpreadTimeBasketFixing(t1,t2,k) means the Absolute Value of the Difference between BasketFixing(t1,k) and BasketFixing(t2,k) (or respectively the Difference between BasketFixing(t2,k) and BasketFixing(t1,k) as specified in the Final Terms).

BestBasketFixing(i) means the Maximum, for k from 1 to N, of BasketFixing(i,k).

WorstBasketFixing(i) means the Minimum, for k from 1 to N, of BasketFixing(i,k).

SpreadFixing(i) means in respect of Underlying(1) and Underlying(2) which are Reference Rate, the Difference between Fixing(i,1) and Fixing(i,2) (or respectively the Difference between Fixing(i,2) and Fixing(i,1) as specified in the Final Terms).

CapiReferenceLevel(i, Fixing, Interest Basis, Spread) means in respect of Valuation Date(i), the Product, for t from 1 to i of [100% + (Fixing(t-1) + Spread(t-1)) x Basis].

5. GENERAL DEFINITIONS USED IN THESE ADDITIONAL TERMS AND CONDITIONS RELATING TO FORMULAE

5.1 Indices and enumeration convention

5.1.1 Generic indices used in Product Formulae definitions

"**i**" or "**t**" or "**t1**" or "**t2**" means the reference to any date specified in the relevant Schedule.

"**k**" or "**s**" means the reference to any Underlying specified in the relevant Basket.

"**N**" means the number of Underlyings comprised in the relevant Basket.

"**RVD(i)**" means in respect of any date(i) in the relevant Schedule, the reference to a date (which may be different from date(i)). For illustration purposes, Valuation Date(RDV(i)) may be, in respect of an Interest Payment Date(i), the Valuation Date immediately preceding such Interest Payment Date.

"**t0**" (or "**0**") means the first date of the relevant Schedule.

"**T**" means the last date of the relevant Schedule.

For the avoidance of doubt, i-1, t-1, t1-1, t2-1, or T-1 i-1 (resp. t+1,t1+1,t2+1, or T+1) means the Valuation Date immediately preceding (resp. following) i, t, t1, t2 or T.

5.1.2 Enumeration convention

Enumeration will be generally defined as follows:

"**(i from t1 to t2)**" means any date(i) from and including t1 to and including t2.

"**(k from 1 to N)**" means any Underlying(k) within a Basket from and including Underlying(1) to and including Underlying(N).

For the avoidance of doubt, lower and upper bounds of generic enumerations used in Product Formulae definitions can be modified notably (but not only) to take into account specificities of Product Schedules. For instance (i from 0 to T) used in a generic Product Formula can become (i from 1 to T-1) for the purpose of defining a Product Formula in respect of a particular Product.

5.2 Generic definitions

Deliverable Asset (respectively Deliverable Asset(k)) means the underlying asset (respectively underlying asset (k)) delivered when physical settlement or physical delivery is applicable as specified in the applicable Final Terms. Deliverable Asset shall have the meaning given to it in English law Condition 5.12 and French law Condition 5.12.

Product Amount defined as such in the Overview of these Additional Terms and Conditions.

Product Formula defined as such in the Overview of these Additional Terms and Conditions.

Reference Formula defined as such in the Overview of these Additional Terms and Conditions.

Specified Currency means the currency specified as such in the applicable Final Terms or, if no currency is specified, the currency of the Specified Denomination of the relevant Notes.

Specified Denomination means the specified denomination of each Note specified in the applicable Final Terms.

Underlying (respectively Underlying(k)) means the underlying asset (respectively underlying asset (k)) being used as underlying to the relevant Reference Formula(e) as specified in the applicable Final Terms. "Underlying" shall have the meaning given to it in the English law Conditions or French law Conditions.

5.3 Schedules, dates and days

Act(t1,t2) means the number of calendar days between the Valuation Date(t1) (included) and the Valuation Date(t2) (excluded).

Automatic Early Redemption Date or **Interest Payment Date** or **Scheduled Maturity Date** or **Maturity Date** means payment dates as specified in the applicable Final Terms.

Business Day means a business day as defined in the relevant English law and French law Conditions or in the applicable Final Terms.

DayCountFraction means the Day Count Fraction convention as defined in the relevant English law and French law Conditions and specified in the applicable Final Terms.

Interest Basis means the interest basis convention as defined in the relevant English law and French law Conditions and specified in the applicable Final Terms.

Interest Period(i) means the ith period from and including [excluding] date t1 to and including [excluding] date t2 as defined in the relevant English law and French law Conditions or in the applicable Final Terms.

LowBarrierEventDate or **HighBarrierEventDate** or **SecondHighBarrierEventDate** or **SecondLowBarrierEventDate** means the date on which a LowBarrierEvent or HighBarrierEvent, SecondHighBarrierEvent or SecondLowBarrierEvent has occurred.

Mat means the number of years of observation of the Underlying to which it is applied. For the avoidance of doubt, Mat may not be an integer.

Schedule defined as such in the Overview of the Additional Terms and Conditions Relating to Formulae.

Valuation Date or **Relevant Valuation Date ("RVD")** or any other date, each defined in the applicable Final Terms, means in respect of an Underlying, the date defined as the Valuation Date or Averaging Date in the relevant Additional Terms and Conditions relating to the Underlying.

5.4 General Variable Data

The following Variable Data shall be specified when relevant in the applicable Final Terms.

AnnualObservationNumber means the number of Valuation Date(s) used to determine the historical volatility of an Underlying or a Basket (e.g. 252 or 260).

BarrierAutocall means the barrier that, once reached, triggers an Automatic Early Redemption Event. This Variable Data can be an amount, a percentage or a level.

Barrier[1/2/3/4] or **BarrierFinal** or **HighBarrier** or **LowBarrier** or **SecondHighBarrier** or **SecondLowBarrier** or **LowerBound** or **LowerBound1** or **LowerBound2** or **UpperBound** or **UpperBound1** or **UpperBound2** or **BarrierAutocallUpperBound** or **BarrierAutocallLowerBound**

means a barrier that, once reached, triggers an adjustment in the Product Amount(s) or the occurrence of an Event. These Variable Data can be an amount, a percentage or a level.

Cap[1/2/3/4] or **FinalCap** or **GlobalCap** or **UpCap** or **DownCap** or **CapCall** or **CapDigit** or **CapDigitA** or **CapDigitB** or **Cap_FRA** means the Maximum level or percentage or amount that can be reached by the component of a Product Formula to which it is applied; if the component to which it is applied is higher than the Cap (resp. FinalCap or GlobalCap or UpCap or DownCap or CapCall or CapDigit or CapDigitA or CapDigitB), the component will be deemed equal to the Cap (resp. FinalCap or GlobalCap or UpCap or DownCap or CapCall or CapDigit or CapDigitA or CapDigitB). These Variable Data can be an amount, a percentage or a level.

ConstantCall or **ConstantDigitDown** or **ConstantDigitUp** or **ConstantPut** means a constant number to be added to the Product Amount(s). These Variable Data can be an amount, a percentage or a level.

ConstantRedemptionLevel or **ConstantRedemptionLevel_FRA[1/2/3/4]** or **ConstantRedemptionLevel_AERA[1/2/3/4]** means a constant amount, percentage or level.

Coupon or **Coupon_AERA** or **Coupon_FRA** means the fixed or conditional payment paid periodically or upon an Early Automatic Redemption or Final Redemption of the Notes. These Variable Data can be an amount, a percentage or a level.

DetrendFactor means an integer equal to 0 or 1 used to determine the historical volatility or variance of an Underlying or Basket.

Downside means the participation to the performance or level of the Underlying(s) below the Threshold. This Variable Data can be an amount, a percentage or a level.

Floor[1/2/3/4] or **FinalFloor** or **GlobalFloor** or **Bonus[1/2/3/4]** or **UpFloor** or **DownFloor** or **LowBonus** or **HighBonus** or **FloorCall** or **FloorDigit** or **FloorDigitA** or **FloorDigitB** or **Floor_FRA** means the Minimum level or percentage or amount that can be reached by the component of a Product Formula to which it is applied; if the component to which it is applied is lower than the Floor (resp. FinalFloor or GlobalFloor or Bonus or UpFloor or DownFloor or LowBonus or HighBonus or FloorCall or FloorDigit or FloorDigitA or FloorDigitB), the component will be deemed equal to the Floor (resp. FinalFlooror GlobalFloor or Bonus or UpFloor or DownFloor or LowBonus or HighBonus or FloorCall or FloorDigit or FloorDigitA or FloorDigitB). These Variable Data can be an amount, a percentage or a level.

Knock-InThreshold means the performance that, once reached, triggers a [European] [American] Knock-In Event. This Variable Data can be an amount, a percentage or a level.

Lag means a number of dates.

NbCalls or NbPuts or **NbDigitsDown** or **NbDigitUp** or **ProductNumber** or **UnitVanillaNumber** or **OptionsNumber** means the number of components used to determine the Product Amount(s).

Participation[1/2/3/4] or FinalParticipation or **CallParticipation** or **PutParticipation** or **LeveragePercentage** or **Leverage** or **LeverageFactor** means the multiplicative factor applied to one or several component(s) of a Product Formula in order to either increase or decrease the exposure to these component(s) of a Product Formula. These Variable Data can be an amount, a percentage or a level.

Spread means the percentage spread to be added to the relevant Fixing or reference rate.

Strike or **StrikeFinal** or **StrikeCall** or **StrikePut** or **StrikeDigit** or **StrikeDigitA** or **StrikeDigitB** or **StrikeDigitDown** or **StrikeDigitUp** means the amount or level or performance of the relevant

Underlying(s) that is used to determine the reference purchase or selling price (resp. performance, level) of the Underlyng(s). These Variable Data can be an amount, a percentage or a level.

TargetAmount means an amount used to determine the occurrence of a Target Event.

Threshold means the threshold under or above which the participation to the level or performance of the Underlying(s) is adjusted. This Variable Data can be an amount, a percentage or a level.

Upside means the participation to the performance or level of the Underlying(s) above the Threshold. This Variable Data can be an amount, a percentage or a level.

W(i,k) means in respect of Valuation Date(i) and Underlying(k), the weight (usually expressed in percentage) associated to the Underlying(k) comprised in the relevant Basket (for the avoidance of doubt, W(i,k) may be negative).

Weight or **WeightCall** or **WeightDigit** or **WeightDigitA** or **WeightDigitB** or **WeightDigitDown** or **WeightDigitUp** or **WeightPut** means the weight, usually expressed in percentage, associated to the components used to determine the Product Amount(s).

6. Definitions relating to mathematical operators and symbols

+	means that the item preceding this sign is added to the item following this sign.
-	means that the item following this sign is deducted from the item preceding this sign.
/	means that the item preceding this sign is divided by the item following this sign.
x or *****	means that the item preceding this sign will be multiplied by the item following this sign.
>	means that an item X preceding this sign is, or when used in a condition, must be, strictly higher than an item Y following this sign (E.g.: "If X>Y then,…" means that X must be strictly higher than Y for such condition to be met).
<	means that an item X preceding this sign is, or when used in a condition, must be, strictly lower than an item Y following this sign (E.g.: "If X<Y then,…" means that X must be strictly lower than Y for such condition to be met).
≥	means that an item X preceding this sign is, or when used in a condition, must be, equal to or higher than an item Y following this sign (E.g.: "If X ≥ Y then,…" means that X must be equal to or higher than Y for such condition to be met).
≤	means that an item X preceding this sign is, or when used in a condition, must be, equal to or lower than an item Y following this sign (E.g.: "If X ≤ Y then,…" means that X must be equal to or lower than Y for the condition to be met).
i from X to Y	means that within the countable list of the designated item to which i applies (as defined above), only the items with a rank between X and Y both included (X and Y are numbers) are considered. i from X to Y and ≠ i0 by extension the item ranked i0 is excluded from the above list.
Min(X;Y)	means that the considered level is the lowest level between the levels of the two numbers X and Y.
Min or **min** or **MIN** or **Minimum**	means, for the item to which it applies, the lowest level that the item will take E.g. Min(n from 1 to 10) FunctionLevel(n) means the lowest level among the 10 levels that FunctionLevel(n) takes
Max(X;Y)	means that the considered level is the highest level between the levels of the two numbers X and Y.
Max or **max** or **MAX** or **Maximum**	means, for the item to which it applies, the highest level that the item will take E.g. Max(n from 1 to 10) FunctionLevel(n) means the highest level among the 10 levels that FunctionLevel(n) takes

$\sum_{n=1}^{X}$ or **Sum (n from 1 to X)** or **Sum**	means, for the item to which it applies, the sum of the X levels that the item will take. Sum of a and b means a + b. E.g.: $\sum_{n=1}^{10}$ FunctionLevel(n) means the sum of the 10 levels that FunctionLevel(n) takes when n varies from 1 to 10.
$\frac{1}{X}\times\sum_{n=1}^{X}$ or **Average(n from 1 to X)** or **Arithmetic Average**	E.g.: $\frac{1}{10}\times\sum_{n=1}^{10}$ FunctionLevel(n) means the arithmetic average of the 10 levels that FunctionLevel(n) takes.
|X| or **Abs (X)** or **Absolute Value of X**	means the maximum between X and -X.
X^n or **X^n**	means that the level to be considered is the result of X multiplied by itself "n-1" times (E.g.: 2^5 means 2*2*2*2*2 (i.e. 2 multiplied by itself 4 times) = 32).
a power b or POW(a,b) or a^b	means the exponential function of b with base a.
√X or **the square root of X**	means that the level to be considered is the number which when multiplied by itself gives X (E.g.: √9 = 3 since 3*3 = 9.)
$\prod_{n=1}^{x}$ or **Product**	means, for the item to which it applies, the product of the x levels that the item will take. Product of a and b means a x b. E.g.: $\prod_{n=1}^{3}(n+1)$ means (1+1)(2+1)(3+1) = 2 × 3 × 4 = 24
LN(x) = ln(x) = Ln(x)	means logarithm to the base e of x, for example LN(2) = 0.69315.
INT(x)	means the function which gives the integer part of the number x (rounded down to the closest integer number). E.g.: INT(2.3) = 2, INT(1.6) = 1, INT(-1.4) = -2, INT(-4.6) = -5.
IND(condition)	means the characteristic function of the condition which is equal to 1 if the condition is satisfied and which is equal to 0 if the condition is not satisfied. E.g.: S(0): Closing Price of the Underlying on Valuation Date(0) S(1): Closing Price of the Underlying on Valuation Date(1) if S(0) > S(1), then IND(S(0)>S(1)) = 1 if S(0) = S(1), then IND(S(0)>S(1)) = 0 if S(0) < S(1), then IND(S(0)>S(1)) = 0
Ratio	Ratio between a and b means a / b

Difference	Difference between a and b means a – b

ADDITIONAL TERMS AND CONDITIONS FOR SHARE LINKED NOTES

1. GENERAL DEFINITIONS

Averaging Date means, in respect of a Valuation Date and a Share, each date specified as such in the applicable Final Terms for the purpose of determining an average (or if such date is not a Scheduled Trading Day, the next following Scheduled Trading Day) unless such day is a Disrupted Day in which case it shall be postponed pursuant to the provisions of "*Consequences of Disrupted Days for a Share*".

Basket means a basket composed of the Shares (each an Underlying) in the relative proportions or numbers of Shares specified in the applicable Final Terms.

Business Day means a "Business Day" as defined in English law Condition 3 and French law Condition 3, determined on the basis of the Specified Currency of the relevant Notes.

Calculation Agent has the meaning given to that expression in English law Condition 10 and French law Condition 10.

Closing Price means in respect of a Share:

(a) if such Share is traded on the Tokyo Stock Exchange or the Osaka Securities Exchange, the last traded price of such Share for the day quoted by the Exchange, provided however, that if there is a closing special quote on such Share quoted by the Exchange (*tokubetsu kehaine*), such quote shall be deemed to be the relevant Closing Price;

(b) if such Share is traded on the Italian Stock Exchange (Borsa Italiana S.p.A.), the *Prezzo di Riferimento*, which means the price as published by the Borsa Italiana S.p.A. at the close of trading and having the meaning ascribed thereto in the Rules of the markets organised and managed by Borsa Italiana S.p.A., as such Rules may be amended by Borsa Italiana S.p.A. from time to time;

(c) in any other case, the official closing price of such Share on the relevant Exchange;

in any case as adjusted (if applicable) pursuant to the provisions of Part 3 below.

Company means, in respect of a Share, the issuer of such Share.

Disrupted Day means, in respect of a Share (or, in the case of a Basket of Shares, in respect of any Share comprising the Basket and observed separately), any Scheduled Trading Day on which (a) a relevant Exchange or Related Exchange fails to open for trading during its regular trading session or (b) a Market Disruption Event has occurred.

Exchange(s) means, in respect of a Share, the corresponding exchange or quotation system specified in the applicable Final Terms, or any successor exchange or quotation system or any substitute exchange or quotation system to which trading in the Share, has temporarily relocated (provided that the Calculation Agent has determined that there is comparable liquidity relative to such Share, on such temporary substitute exchange or quotation system as on the original Exchange).

Exchange Business Day means, in respect of a Share (or, in the case of a Basket of Shares, in respect of any Share comprising the Basket and observed separately) any Scheduled Trading Day on which each relevant Exchange and Related Exchange are open for trading during their respective regular trading sessions, notwithstanding any such Exchange or Related Exchange closing prior to its Scheduled Closing Time.

Hedge Positions means any purchase, sale, entry into or maintenance, by Société Générale or one of its affiliate, of one or more (a) positions or contracts in securities, options, futures, derivatives, interest rate transactions or foreign exchange transactions, (b) securities lending/borrowing transactions, (c) any cash deposits or cash borrowing and/or (d) other instruments, arrangements, assets or liabilities howsoever described in order to hedge, individually or on a portfolio basis, the part of Société Générale or one of its affiliate's obligation under the Notes.

Intraday Price means, in respect of a Share, the price of such Share on the relevant Exchange at any time during a trading session on an Exchange Business Day, including the Closing Price.

Market Disruption Event means, in respect of a Share, the occurrence or existence of (a) a Trading Disruption, (b) an Exchange Disruption which, in either case, the Calculation Agent determines is material, at any time during the one hour period that ends at the relevant Valuation Time or (c) an Early Closure. For the purpose hereof:

A. **Trading Disruption** means, in respect of a Share, any suspension of or limitation imposed on trading by the relevant Exchange or Related Exchange or otherwise and whether by reason of movements in price exceeding limits permitted by the relevant Exchange or Related Exchange or otherwise (a) relating to the Share on the Exchange or (b) in futures or options contracts relating to the Share on any relevant Related Exchange;

B. **Exchange Disruption** means, in respect of a Share, any event (other than an Early Closure) that disrupts or impairs (as determined by the Calculation Agent) the ability of market participants in general to effect transactions in, or obtain market values for (a) the Share on the Exchange, or (b) futures or options contracts relating to the Share on any relevant Related Exchange;

C. **Early Closure** means, the closure on any Exchange Business Day of (a) the relevant Exchange, or (b) any Related Exchange, prior to its Scheduled Closing Time unless such earlier closing is announced by such Exchange or Related Exchange (as the case may be) at least one hour prior to the earlier of (x) the actual closing time for the regular trading session on such Exchange or Related Exchange (as the case may be) on such Exchange Business Day and (y) the submission deadline for orders to be entered into the Exchange or Related Exchange system for execution at the relevant Valuation Time on such Exchange Business Day.

Related Exchange(s) means, in respect of a Share, each exchange or quotation system where trading has a material effect (as determined by the Calculation Agent) on the overall market for futures and options contracts relating to such Share, any successor exchange or quotation system or any substitute exchange or quotation system to which trading in futures or options contracts relating to a Share has temporarily relocated (provided that the Calculation Agent has determined that there is comparable liquidity relative to the futures or options contracts relating such Share on such temporary substitute exchange or quotation system as on the original Related Exchange).

Scheduled Closing Time means, in respect of an Exchange or Related Exchange, the scheduled weekday closing time of such Exchange or Related Exchange, without regard to after hours or any other trading outside of the regular trading session hours.

Scheduled Trading Day means, in respect of a Share (or, in the case of a Basket of Shares, in respect of any Share comprising the Basket and observed separately), any day on which each Exchange and each Related Exchange, if any, are scheduled to be open for trading for their respective regular trading session.

Share(s) means a share of the Company (or the shares of the relevant Company in case of a Basket) specified as Underlying in the applicable Final Terms, subject to adjustment pursuant to the provisions of "*Adjustments and Extraordinary Events relating to Shares*" in Condition 3.1 below.

Valuation Date means, in respect of a Share, each date specified as such in the applicable Final Terms (or, if such date is not a Scheduled Trading Day for such Share, the next following Scheduled Trading Day), unless such day is a Disrupted Day in which case it shall be postponed pursuant to the provisions of "*Consequences of Disrupted Days for a Share*".

Valuation Time means, in respect of a Share, the Scheduled Closing Time provided however that if the Exchange closes prior to its Scheduled Closing Time, the Valuation Time shall be the actual closing time of the Exchange.

2. CONSEQUENCES OF DISRUPTED DAYS FOR A SHARE

If any Valuation Date or Averaging Date specified in the applicable Final Terms (the **Scheduled Valuation Date** and the **Scheduled Averaging Date** respectively), is a Disrupted Day for a Share, the Valuation Date or the Averaging Date for such Share shall be the first succeeding Scheduled Trading Day that is not a Disrupted Day in respect of that Share, unless each of the eight Scheduled Trading Days immediately following the Scheduled Valuation Date or the Scheduled Averaging Date is also a Disrupted Day. In that case:

A. that eighth Scheduled Trading Day shall be deemed to be the Valuation Date or Averaging Date, for the Share notwithstanding the fact that such day is a Disrupted Day, and

B. the Calculation Agent shall determine, its good faith estimate of the value of the Share as of the Valuation Time on that eighth Scheduled Trading Day and the good faith estimate of the value of the Share so calculated shall be deemed the Closing Price;

Provided that if the Share is included in a Basket, the hereabove provisions shall apply only to the Share affected by the occurrence of a Disrupted Day and the Valuation Date or the Averaging Date for each Share not affected by a Disrupted Day shall be the Scheduled Valuation Date or the Scheduled Averaging Date.

Provided however that,

(a) if a Scheduled Averaging Date is a Disrupted Day, the Averaging Date shall be postponed pursuant to the provisions above to the first succeeding Scheduled Trading Day that is not a Disrupted Day provided it is not also a Scheduled Averaging Date; if on the eighth Scheduled Trading Day following the Scheduled Averaging Date a Scheduled Trading Day that is not a Disrupted Day nor another Scheduled Averaging Date has not occurred, then that eighth Scheduled Trading Day shall be deemed the Averaging Date (irrespective of whether that eighth Scheduled Trading Day is also a Scheduled Averaging Date), and the Calculation Agent shall make on that day the determinations described in (B) above, and the good faith estimate of the value of the Share so calculated shall be deemed the Closing Price;

(b) notwithstanding the foregoing, a Valuation Date or an Averaging Date (postponed as the case may be pursuant to the provisions above) shall occur not later than the fourth Business Day before the date of any payment to be made under the Notes on the basis of determinations made on such Valuation Date or Averaging Date; if a Valuation Date or an Averaging Date (postponed as the case may be pursuant to the provisions above) would fall less than the fourth Business Day prior to the date of any payment to be made under the Notes on the basis of determinations made on such Valuation Date or Averaging Date, then that fourth Business Day shall be deemed the Valuation Date or Averaging Date and the Calculation Agent shall make, on that day the determinations described in (B) above at the latest as of the Valuation Time on such fourth Business Day and the good faith estimate of the value of the Share so calculated shall be deemed the Closing Price,

provided however that

(i) in respect of Uncertificated Nordic Notes issued by an Issuer other than SG Issuer, cleared and settled through the Swedish Central Securities Depositary (Euroclear Sweden AB), the Finnish Central Securities Depositary (Euroclear Finland Ltd) or the Danish Central Securities Depositary, *Vaerdipapircentralen* (**VP**), all references to the word "fourth" above shall be deemed to be references to the word "twelfth",

(ii) in respect of Uncertificated Nordic Notes issued by an Issuer other than SG Issuer, cleared and settled through the Norwegian Central Security Depositary (**Verdipapirsentralen**), all references to the word "fourth" above shall be deemed to be references to the word "tenth", and

(iii) in respect of Uncertificated Nordic Notes issued by SG Issuer, cleared and settled through the Swedish Central Securities Depositary (Euroclear Sweden AB), cleared and settled through the Swedish Central Securities Depositary (Euroclear Sweden AB), all references to the word "fourth" above shall be deemed to be references to the word "nineteenth".

3. ADJUSTMENTS, EXTRAORDINARY EVENTS, MONETISATION UNTIL THE MATURITY DATE, HEDGING DISRUPTION, INCREASED COST OF HEDGING, INSOLVENCY FILING AND CHANGE IN LAW RELATING TO SHARES

3.1 Adjustments and Extraordinary Events relating to Shares

3.1.1 Potential Adjustment Events

Potential Adjustment Event means, in relation to a Share, any of the following:

A. a subdivision, consolidation or reclassification of such Share (unless resulting in a Merger Event), including, for the avoidance of doubt, a stock split or reverse stock split, or a free distribution or dividend of any such Shares to existing holders by way of bonus, capitalisation or similar issue;

B. a distribution, issue or dividend to existing holders of such Share of (a) such Shares, (b) other share capital or securities granting the right to payment of dividends and/or the proceeds of liquidation of the Company equally or proportionately with such payments to holders of such Shares, (c) share capital, other securities of another issuer acquired or owned (directly or indirectly) by the Company as a result of a spin-off or other similar transaction, or (d) any other type of securities, rights or warrants or other assets, in any case for payment (in cash or otherwise) at less than the prevailing market price as determined by the Calculation Agent;

C. an extraordinary dividend as determined by the Calculation Agent;

D. a call by the Company in respect of Shares that are not fully paid;

E. a repurchase by the Company or any of its subsidiaries of Shares whether out of profits or capital and whether the consideration for such repurchase is cash, securities or otherwise;

F. an event that results in any shareholder rights being distributed or becoming separated from shares of common stock or other shares of the capital stock of the Company pursuant to a shareholder rights plan or arrangement directed against hostile takeovers that provides upon the occurrence of certain events for a distribution of preferred stock, warrants, debt instruments or stock rights at a price below their market value, as determined by the Calculation Agent provided that any adjustment effected as a result of such an event shall be readjusted upon any redemption of such rights; or

G. any other event having, in the opinion of the Calculation Agent, a diluting or concentrative effect on the theoretical value of the Shares.

Following the occurrence of any Potential Adjustment Event as defined above, the Calculation Agent will, as soon as reasonably practicable after it becomes aware of such event determine whether such Potential Adjustment Event has a diluting or concentrative effect on the theoretical value of the Share and, if so, will (a) calculate the corresponding adjustment, if any, to be made to the elements relating to the relevant Share used to determine any settlement or payment terms under the Notes and/or adjust any other terms of the Notes as it determines appropriate to preserve the economic equivalent of the obligations of the Issuer under the Notes and (b) determine the effective date of that adjustment. In its determinations of the existence and extent of any dilutive or concentrative effect on the theoretical value of the Shares of any Potential Adjustment Event, and any related adjustments to the terms of the Notes, the Calculation Agent shall take into account any amounts of Local Taxes that would, in the determination of the Calculation Agent, be withheld from or paid or otherwise incurred by an Offshore Investor in connection with such Potential Adjustment Event. The Calculation Agent may (but need not) determine the appropriate adjustment by reference to the adjustment in respect of such Potential Adjustment Event made by a Related Exchange to options on the Share traded on such Related Exchange.

Definitions applicable to this section:

Local Taxes shall mean taxes, duties, and similar charges imposed by the taxing authority of the country in which the Company has been incorporated or in which the Exchange on which the Share is listed is located.

Offshore Investor shall mean a holder of Shares who is an institutional investor not resident in the country in which the Company has been incorporated or in which the Exchange on which the Share is listed is located (the **Local Jurisdiction**), for the purposes of the tax laws and regulations of the Local Jurisdiction and, for the avoidance of doubt, whose jurisdiction of residence (a) shall be determined by the Calculation Agent and (b) may be the jurisdiction of Société Générale or one of its affiliates.

3.1.2 Extraordinary Events

A. Upon the occurrence, in the determination of the Calculation Agent, on or prior to the last Valuation Date or the last Averaging Date of the opening of an Offering Period relating to a Merger Event, a De-merger Event, a De-listing Event, an Insolvency, a Nationalization or a Participation Event, in respect of a Share (an **Affected Share**), then during such Offering Period, the Calculation Agent may decide in good faith to apply Method of Substitution with respect to the Affected Share.

B. If the Calculation Agent decides not to apply Method of Substitution during the Offering Period with respect to the Affected Share, then:

(a) in respect of a Merger Event, from the Merger Date, and/or upon consummation of the Merger Event, until the sixtieth Business Day thereafter, the Calculation Agent, acting in good faith, shall apply either:

(i) Share-for-Share Merger Event: Alternative Obligation and/or Method of Substitution or Monetisation until the Maturity Date or Early Redemption;

(ii) Share-for-Other Merger Event: Alternative Obligation and/or Method of Substitution or Monetisation until the Maturity Date or Early Redemption; or

(iii) Share-for-Combined Merger Event: Alternative Obligation and/or Method of Substitution or Monetisation until the Maturity Date or Early Redemption;

(b) in the case of a Merger Event affecting two Shares comprised in a Basket, the Calculation Agent will either:

(i) continue with the share resulting from the Merger Event and in order to maintain the original number of companies in the Basket, a Substitute Share or Substitute ADR (as applicable) will be elected and included in the Basket;

(ii) substitute both Shares with two Substitute Shares or Substitute ADR selected as described in the Method of Substitution; or

(iii) apply the Monetisation until the Maturity Date; or

(iv) apply the Early Redemption;

(c) in respect of a De-merger Event, from the De-merger Date, and/or upon consummation of the De-merger Event, until the sixtieth Business Day thereafter, the Calculation Agent, acting in good faith, will either:

(i) replace the Affected Share with the shares or American depository receipts of the successor companies;

(ii) substitute one or more share(s) or American depository receipt(s) resulting from such De-merger Event pursuant to the Method of Substitution; or

(iii) apply the Monetisation until the Maturity Date; or

(iv) apply the Early Redemption;

it being understood that, in the case of a Basket, the Calculation Agent shall maintain the initial number of companies in the Basket and that in the case where the Calculation Agent has elected to substitute the Affected Share with several shares or American depositary receipts resulting from such De-merger Event, such shares or American depositary receipts shall be placed in a sub-basket and considered as one component of the Basket;

(d) in respect of a De-listing Event or a Nationalization, from the effective date of such event, until the sixtieth Business Day thereafter, the Calculation Agent, acting in good faith, may, but is not obliged to, apply the Method of Substitution or the Monetisation until the Maturity Date or the Early Redemption;

(e) in respect of an Insolvency, the Calculation Agent will decide, either:

(i) that the Affected Share will be substituted pursuant to the Method of Substitution; or

(ii) that the value of the relevant component in the formula used to determine the amount to be paid or whether a condition has occurred, if any, as described in the applicable Final Terms, representing the Affected Share will be accounted by the Calculation Agent for its fair market value determined at any time as from the date of occurrence of such Insolvency until the last Valuation Date or the last Averaging Date. The determination of the fair market value shall depend upon the liquidity of the market and the trading conditions relating to the Share affected at the time of calculation; or

(iii) to apply the Monetisation until the Maturity Date; or

(iv) to apply the Early Redemption; and

(f) in respect of a Participation Event from the effective date of such event until the sixtieth Business Day thereafter, the Calculation Agent may, but is not obliged to, select a Substitute Share or Substitute ADR for the Affected Share pursuant to the Method of Substitution.

C. Notwithstanding anything herein to the contrary, the Calculation Agent shall use its reasonable endeavours at all times to maintain the original number of companies in the Basket as Companies hereunder.

Definitions applicable to this section:

Alternative Obligation means:

A. if, in respect of a Share-for-Share Merger Event, the Calculation Agent decides to apply Alternative Obligation, then on or after the relevant Merger Date the New Shares and the issuer of such New Shares will be deemed the **Shares** and the Company, respectively, and, if necessary, the Calculation Agent will adjust any relevant terms of the Notes on the basis of the number of New Shares (as subsequently modified in accordance with any relevant terms and including the proceeds of any redemption, if applicable) to which a holder of the relevant number of Shares immediately prior to the occurrence of the Merger Event would be entitled upon consummation of the Merger Event;

B. if, in respect of a Share-for-Other Merger Event, the Calculation Agent decides to apply Alternative Obligation, then on or after the relevant Merger Date, the Calculation Agent will adjust any relevant terms of the Notes on the basis of the amount of Other Consideration (as subsequently modified in accordance with any relevant terms and including the proceeds of any redemption, if applicable) to which a holder of the relevant number of Shares would be entitled upon consummation of the Merger Event and, if necessary, any relevant terms of the Notes; and

C. if, in respect of a Share-for-Combined Merger Event, the Calculation Agent decides to apply Alternative Obligation, then on or after the Merger Date the New Shares and the Other Consideration will be deemed the **Shares** and the issuer of the New Shares will be deemed the Company respectively, and, if necessary, the Calculation Agent will adjust any relevant terms of the Notes on the basis of the number of New Shares and the amount of Other Consideration (as subsequently modified in accordance with any relevant terms and including the proceeds of any redemption, if applicable) to which a holder of the relevant number of Shares would be entitled upon consummation of the Merger Event.

Combined Consideration means New Shares in combination with Other Consideration.

De-listing Event means, in respect of a Share, that such Share: (a) ceases to be listed, traded or publicly quoted on the relevant Exchange or listing compartment of the relevant Exchange (for any reason other than a Merger Event or a tender offer) and is not immediately re-listed, re-traded or re-quoted on an exchange or quotation system located in the same country as the Exchange (or where the Exchange is within the European Union, in any Member State of the European Union) or (b) has its listing, trading or public quotation maintained in inappropriate conditions in the opinion of the Calculation Agent (such conditions to include, without limitation, a lack of liquidity or the disappearance of the relevant futures and/or option contract of the relevant Share).

De-merger Event means, in respect of any Share, that the Company relevant to such Share is affected by a de-merger including, without limitation, a spin off, *scission* or any operation of a similar nature.

De-merger Date means the date on which a De-merger Event becomes effective.

Early Redemption means that there will be an early redemption of the Notes on the basis of Market Value as defined in English law Condition 5.8 and French law Condition 5.8.

Fixing Period means the period subject to a maximum of ten Exchange Business Days, which shall expire no later than 90 Business Days following the Merger Date, the De-merger Date or the effective date of the De-listing Event, Nationalization, Insolvency or Participation Event) during which:

A. Société Générale or one of its affiliates sells the Affected Shares, the New Shares and/or the Other Consideration, (as the case may be), on the basis of the weighted average of the closing prices of the relevant assets traded by Société Générale or one of its affiliates with regards to the relevant Notes, as observed during such Fixing Period; and

B. the proceeds of such sale are re-invested in the Substitute Shares, Substitute ADR and/or New Shares accordingly during the said Fixing Period on the basis of the weighted average of the closing prices of such Substitute Shares, Substitute ADR and/or New Shares traded by Société Générale or one of its affiliates with regards to the relevant Notes, as observed during such Fixing Period.

Insolvency means, in respect of a Company, voluntary or involuntary liquidation, bankruptcy, insolvency, dissolution or winding-up of, or any analogous proceeding affecting, such Company, as determined in good faith by the Calculation Agent.

Merger Date means, in respect of a Share, the date upon which holders of the necessary number of the relevant Shares (other than, in the case of a takeover offer, Shares owned or controlled by the offeror) to constitute a Merger Event have agreed or have irrevocably become obliged to transfer their Shares.

Merger Event means, in respect of any Share:

A. any reclassification or change of such Share (including the change of currency reference of the Share) that results in a transfer of or an irrevocable commitment to transfer all of such Share outstanding to another entity or person;

B. any consolidation, amalgamation, merger or binding share exchange of the relevant Company with or into another entity (other than a consolidation, amalgamation or merger in which such Company is the continuing entity and which does not result in a reclassification or change of all of such Shares outstanding);

C. other take-over offer, tender offer, exchange offer, solicitation, proposal or other event by any entity or person to purchase or otherwise obtain 100 per cent. of the outstanding Shares that results in a transfer of or an irrevocable commitment to transfer all or part of such Shares (other than any of such Shares owned or controlled by the offeror);

D. any consolidation, amalgamation, merger or binding share exchange of the relevant Company or its subsidiaries with or into another entity in which such Company is the continuing entity and which does not result in a reclassification or change of all of such Shares outstanding but results in the outstanding Shares (other than Shares

owned or controlled by such other entity) immediately prior to such event collectively representing less than 50 per cent. of the outstanding Shares immediately following such event; or

E. take-over offer, tender offer, exchange offer, solicitation, proposal or other event by any entity or person that results in such entity or person purchasing or otherwise obtaining or having the right to obtain, by conversion or other means, greater than 10 per cent. and less than 100 per cent. of the outstanding voting shares of the Company, as determined by the Calculation Agent based upon the making of filings with governmental or self-regulatory agencies or such other information as the Calculation Agent deems relevant.

Method of Substitution means that in the case of a Merger Event, De-merger Event, De-listing Event, Nationalization, Insolvency or Participation Event (regardless of the consideration to be received), in respect of an Affected Share, the Calculation Agent may consider that the Affected Share, the New Shares and/or, all or part of the Other Consideration (as the case may be) is/are converted into cash and that the proceeds will be reinvested either (a) into a new share or an American depositary receipt of the same economic sector or into a share or an American depositary receipt issued by a company of a similar international standing or creditworthiness as the Company related to the Affected Share (the **Substitute Share** or the **Substitute ADR**, as the case may be) or (b) in the case of Combined Consideration into New Shares. In the event of Other Consideration to be received in cash, in the future, the Calculation Agent may consider that the cash to be received in the future is discounted in order to immediately re-invest the proceeds then procured in accordance with (a) and (b) above.

The sale of the Affected Share, the New Shares and/or the Other Consideration shall be deemed to take place during the Fixing Period. The Substitute Share or the Substitute ADR, as the case may be, and the company issuing such Substituted Share (or, in the case of an American depositary receipt, the company issuing the deposited securities related to such American depositary receipt) will be deemed a **Share** and the **Company** respectively, and the Calculation Agent will adjust any relevant terms of the Notes.

For information purposes, it is understood that in all cases described herein where a Share is substituted, on any date "t", with a Substitute Share or Substitute ADR, the value of the relevant component in the formula used to determine the amount to be paid as described in the applicable Final Terms, shall not be affected by the substitution on such date "t" in respect of the Substitute Share or Substitute ADR and would mean the closing price of such Substitute Share or Substitute ADR on the relevant Exchange on the date "t" is weighted by an appropriate linking coefficient so that it is equal to the closing price of the Affected Share on such date "t".

Nationalization means that all the Shares or all or substantially all of the assets of a Company are nationalised, expropriated or are otherwise required to be transferred to any governmental agency, authority, entity or instrumentality thereof.

New Shares means shares or American depositary receipts (whether of the offeror or a third party) that are listed or quoted on a recognised exchange involved in the application of Method of Substitution or Alternative Obligation as determined by the Calculation Agent.

Offering Period means the period from and including the date on which the Merger Event, the De-listing Event, the De-merger Event, the Insolvency, the Nationalization or the Participation Event is publicly and officially announced to but excluding the Merger Date or the De-merger Date or the effective date of the De-listing Event, the Insolvency, the Nationalization or the Participation Event.

Other Consideration means cash and/or any securities (other than New Shares) or assets (whether of the offeror or a third party).

Participation Event means that a Company (whose Shares form part of a Basket) takes a stake exceeding 20 per cent. of another Company whose Shares (which shall be the Affected Share in respect of such Participation Event) also form part of the Basket.

Share-for-Combined Merger Event means, in respect of a Merger Event, that the consideration for the relevant Shares consists of Combined Consideration.

Share-for-Other Merger Event means, in respect of a Merger Event, that the consideration for the relevant Shares consists solely of Other Consideration.

Share-for-Share Merger Event means, in respect of a Merger Event, that the consideration for the relevant Shares consists (or, at the option of the holder of such Shares, may consist) solely of New Shares.

3.1.3 Stop-Loss Event relating to a Share

If on any Exchange Business Day between the initial Valuation Date (excluded) and the last Valuation Date (included), the Closing Price of a Share is affected by a decrease of 80 per cent. or more of its Closing Price on the initial Valuation Date (the **Affected Share** and the event, the **Stop-Loss Event**), then

A. the Calculation Agent may decide to substitute the Affected Share by a new share or American depositary receipt issued by a company of a similar international standing or creditworthiness as the Company related to the Affected Share (the **Substitute Share** or **Substitute ADR,** as the case may be) and will adjust any relevant terms of the Notes accordingly; or

B. the Calculation Agent may decide to continue with the Affected Share; or

C. if the Calculation Agent has neither retained any Substitute Share or Substitute ADR nor decided to continue with the Affected Share, the Calculation Agent may either

(a) apply Monetisation until the Maturity Date; or

(b) consider such event as an event triggering an early redemption of the Notes. In that case, the Issuer shall terminate its obligations under the Notes and pay to each Noteholder, as soon as possible after the occurrence of the Stop-Loss Event, an Early Redemption Amount on the basis of Market Value as defined in English law Condition 5.8 and in French law Condition 5.8.

For information purposes, it is understood that in all cases described herein where a Share is substituted, on any date "t", with a Substitute Share or Substitute ADR, the value of the relevant component in the formula used to determine the amount to be paid as described in the applicable Final Terms, shall not be affected by the substitution on such date "t" in respect of the Substitute Share or Substitute ADR and would mean that the closing price of such Substitute Share or Substitute ADR on the relevant Exchange on the date "t" is weighted by an appropriate linking coefficient so that it is equal to the closing price of the Affected Share on such date "t".

3.1.4 Correction of the Closing Price of a Share

In the event that any price or level published on the Exchange and which is utilised for any calculation or determination made under the Notes is subsequently corrected and the correction is published and made available to the public by the Exchange after the original publication but no later than four Business Days prior to the Maturity Date (or any payment date(s) determined in the applicable Final

Terms), the Calculation Agent will determine the amount that is payable as a result of that correction, and, to the extent necessary, will adjust the terms of the Notes to account for such correction,

provided however that

(i) in respect of Uncertificated Nordic Notes issued by an Issuer other than SG Issuer, cleared and settled through the Swedish Central Securities Depositary (Euroclear Sweden AB), the Finnish Central Securities Depositary (Euroclear Finland Ltd) or the Danish Central Securities Depositary, *Vaerdipapircentralen* (**VP**), all references to the word "four" above shall be deemed to be references to the word "twelve",

(ii) in respect of Uncertificated Nordic Notes issued by an Issuer other than SG Issuer, cleared and settled through the Norwegian Central Security Depositary (**Verdipapirsentralen**), all references to the word "four" above shall be deemed to be references to the word "ten", and
(iii) in respect of Uncertificated Nordic Notes issued by SG Issuer, cleared and settled through the Swedish Central Securities Depositary (Euroclear Sweden AB), all references to the word "four" above shall be deemed to be references to the word "nineteen".

3.2 Monetisation until the Maturity Date

Following the occurrence of an event giving rise to the Monetisation until the Maturity Date, the Issuer shall no longer be liable for the payment of (1) the Intermediate Amount(s) initially scheduled to be paid on any Intermediate Payment Date and/or (2) the Optional Redemption Amount on the Optional Redemption Date and/or (3) the Final Redemption Amount as defined in the applicable Final Terms on the Maturity Date, but instead will, in full and final satisfaction of its obligations, pay an amount described in Conditions 3.2.1, 3.2.2 or 3.2.3 below.

3.2.1 Monetisation of any Intermediate Amount

3.2.1.1 *In respect of the payment of any Intermediate Amount as defined in the applicable Final Terms which could be as low as zero*

Pursuant to the provisions of Condition 3.2, the Issuer shall pay on the Maturity Date an amount per Note, determined by the Calculation Agent, based on (a) the net positive cash amount that the Calculation Agent would be left with on the Intermediate Full Liquidation Date, as a result of liquidating the Intermediate Hedge Positions (*inter alia* by satisfying any obligations or liabilities in place with respect to or part of such Intermediate Hedge Positions, if any, with the liquidation proceeds of the assets of the Intermediate Hedge Positions) minus (b) the Associated Costs (the result of which, converted if necessary into the Specified Currency using the Relevant Spot Exchange Rate on the Intermediate Full Liquidation Date, is a **Calculation Amount** for the purposes of this provision and of the Compounding Method) together with (c) interest that would have accrued on such Calculation Amount pursuant to the Compounding Method, during the period (which for the purposes of this provision and of the Compounding Method shall be a **Calculation Period**) between (x) the Intermediate Full Liquidation Date (included) and (y) the fourth Business Day preceding the Maturity Date (excluded),

provided however that

- in respect of Uncertificated Nordic Notes issued by an Issuer other than SG Issuer, cleared and settled through the Swedish Central Securities Depositary (Euroclear Sweden AB), the Finnish Central Securities Depositary (Euroclear Finland Ltd) or the Danish Central Securities Depositary, *Vaerdipapircentralen* (**VP**), all references to the word "fourth" in (y) above shall be deemed to be references to the word "twelfth",

- in respect of Uncertificated Nordic Notes issued by an Issuer other than SG Issuer, cleared and settled through the Norwegian Central Security Depositary (**Verdipapirsentralen**), all

references to the word "fourth" in (y) above shall be deemed to be references to the word "tenth", and

- in respect of Uncertificated Nordic Notes issued by SG Issuer, cleared and settled through the Swedish Central Securities Depositary (Euroclear Sweden AB), all references to the word "fourth" in (y) above shall be deemed to be references to the word "nineteenth".

For the avoidance of doubt, the liquidation proceeds of any assets held by the Calculation Agent as Intermediate Hedge Positions shall be deemed to be used in priority to extinguish any liability, if any, incurred by the Calculation Agent under its Intermediate Hedge Positions and the Calculation Amount mentioned above can be as low as zero; or

3.2.1.2 *in respect of the payment of any Intermediate Amount as defined in the applicable Final Terms which cannot be in any case lower than an amount strictly positive (the **Minimum Intermediate Amount**)*

Pursuant to the provisions of Condition 3.2, the Issuer shall pay (1) on the Intermediate Payment Date an amount per Note equal to the Minimum Intermediate Amount and (2) on the Maturity Date an amount per Note, determined by the Calculation Agent, equal to the positive difference, if any, between:

(i) (a) the net positive cash amount that the Calculation Agent would be left with on the Intermediate Full Liquidation Date, as a result of liquidating the Intermediate Hedge Positions (*inter alia* by satisfying any obligations or liabilities in place with respect to or part of such Intermediate Hedge Positions, if any, with the liquidation proceeds of the assets of the Intermediate Hedge Positions) minus (b) the Associated Costs (the result of which, converted if necessary into the Specified Currency using the Relevant Spot Exchange Rate on the Intermediate Full Liquidation Date is a **Calculation Amount** for the purposes of this provision and of the Compounding Method) together with (c) interest that would have accrued on such Calculation Amount pursuant to the Compounding Method, during the period (which for the purposes of this provision and of the Compounding Method shall be a **Calculation Period**) between (x) the Intermediate Full Liquidation Date (included) and (y) the fourth Business Day preceding the Maturity Date (excluded),

provided however that

- in respect of Uncertificated Nordic Notes issued by an Issuer other than SG Issuer, cleared and settled through the Swedish Central Securities Depositary (Euroclear Sweden AB), the Finnish Central Securities Depositary (Euroclear Finland Ltd) or the Danish Central Securities Depositary, *Vaerdipapircentralen* (**VP**), all references to the word "fourth" in (y) above shall be deemed to be references to the word "twelfth",

- in respect of Uncertificated Nordic Notes issued by an Issuer other than SG Issuer, cleared and settled through the Norwegian Central Security Depositary (**Verdipapirsentralen**), all references to the word "fourth" in (y) above shall be deemed to be references to the word "tenth", and

- in respect of Uncertificated Nordic Notes issued by SG Issuer, cleared and settled through the Swedish Central Securities Depositary (Euroclear Sweden AB), all references to the word "fourth" in (y) above shall be deemed to be references to the word "nineteenth", and

(ii) an amount equal to the Minimum Intermediate Amount.

For the avoidance of doubt, the liquidation proceeds of any assets held by the Calculation Agent as Intermediate Hedge Positions shall be deemed to be used in priority to extinguish any liability, if any,

incurred by the Calculation Agent under its Intermediate Hedge Positions and the Calculation Amount mentioned above can be as low as zero.

3.2.2 Monetisation of any Optional Redemption Amount

3.2.2.1 *In respect of the redemption of Notes whose Optional Redemption Amount as defined in the applicable Final Terms could be as low as zero*

Pursuant to the provisions of Condition 3.2, the Issuer shall pay on the Maturity Date an amount per Note, determined by the Calculation Agent, based on (a) the net positive cash amount that the Calculation Agent would be left with on the Optional Full Liquidation Date, as a result of liquidating the Optional Hedge Positions (*inter alia* by satisfying any obligations or liabilities in place with respect to or part of such Optional Hedge Positions, if any, with the liquidation proceeds of the assets of the Optional Hedge Positions) minus (b) the Associated Costs (the result of which, converted if necessary into the Specified Currency using the Relevant Spot Exchange Rate on the Optional Full Liquidation Date, is a **Calculation Amount** for the purposes of this provision and of the Compounding Method) together with (c) interest that would have accrued on such Calculation Amount pursuant to the Compounding Method, during the period (which for the purposes of this provision and of the Compounding Method shall be a **Calculation Period**) between (x) the Optional Full Liquidation Date (included) and (y) the fourth Business Day preceding the Maturity Date (excluded),

provided however that

- in respect of Uncertificated Nordic issued by an Issuer other than SG Issuer, cleared and settled through the Swedish Central Securities Depositary (Euroclear Sweden AB), the Finnish Central Securities Depositary (Euroclear Finland Ltd) or the Danish Central Securities Depositary, *Vaerdipapircentralen* (**VP**), all references to the word "fourth" in (y) above shall be deemed to be references to the word "twelfth",

- in respect of Uncertificated Nordic Notes issued by an Issuer other than SG Issuer, cleared and settled through the Norwegian Central Security Depositary (**Verdipapirsentralen**), all references to the word "fourth" in (y) above shall be deemed to be references to the word "tenth", and

- in respect of Uncertificated Nordic Notes issued by SG Issuer, cleared and settled through the Swedish Central Securities Depositary (Euroclear Sweden AB), all references to the word "fourth" in (y) above shall be deemed to be references to the word "nineteenth".

For the avoidance of doubt, the liquidation proceeds of any assets held by the Calculation Agent as Optional Hedge Positions shall be deemed to be used in priority to extinguish any liability, if any, incurred by the Calculation Agent under its Optional Hedge Positions and the Calculation Amount mentioned above can be as low as zero; or

3.2.2.2 *in respect of the redemption of Notes whose Optional Redemption Amount as defined in the applicable Final Terms cannot be in any case lower than an amount strictly positive (the **Optional Minimum Redemption Amount**)*

Pursuant to the provisions of Condition 3.2, the Issuer shall pay (1) on the Optional Redemption Date an amount per Note equal to the Optional Minimum Redemption Amount and (2) on the Maturity Date an amount per Note, determined by the Calculation Agent, equal to the positive difference, if any, between:

(i) (a) the net positive cash amount that the Calculation Agent would be left with on the Optional Full Liquidation Date, as a result of liquidating, the Optional Hedge Positions (*inter alia* by satisfying any obligations or liabilities in place with respect to or part of such Optional Hedge Positions, if any, with the liquidation proceeds of the assets of the Optional Hedge Positions) minus (b) the

Associated Costs (the result of which, converted if necessary into the Specified Currency using the Relevant Spot Exchange Rate on the Optional Full Liquidation Date is a **Calculation Amount** for the purposes of this provision and of the Compounding Method) together with (c) interest that would have accrued on such Calculation Amount pursuant to the Compounding Method, during the period (which for the purposes of this provision and of the Compounding Method shall be a **Calculation Period**) between (x) the Optional Full Liquidation Date (included) and (y) the fourth Business Day preceding the Maturity Date (excluded),

provided however that

- in respect of Uncertificated Nordic Notes issued by an Issuer other than SG Issuer, cleared and settled through the Swedish Central Securities Depositary (Euroclear Sweden AB), the Finnish Central Securities Depositary (Euroclear Finland Ltd) or the Danish Central Securities Depositary, *Vaerdipapircentralen* (**VP**), all references to the word "fourth" in (y) above shall be deemed to be references to the word "twelfth",

- in respect of Uncertificated Nordic Notes issued by an Issuer other than SG Issuer, cleared and settled through the Norwegian Central Security Depositary (**Verdipapirsentralen**), all references to the word "fourth" in (y) above shall be deemed to be references to the word "tenth", and

- in respect of Uncertificated Nordic Notes issued by SG Issuer, cleared and settled through the Swedish Central Securities Depositary (Euroclear Sweden AB), all references to the word "fourth" in (y) above shall be deemed to be references to the word "nineteenth", and

(ii) an amount equal to the Optional Minimum Redemption Amount.

For the avoidance of doubt, the liquidation proceeds of any assets held by the Calculation Agent as Optional Hedge Positions shall be deemed to be used in priority to extinguish any liability, if any, incurred by the Calculation Agent under its Optional Hedge Positions and the Calculation Amount mentioned above can be as low as zero;

3.2.3 Monetisation of the Final Redemption Amount

3.2.3.1 *In respect of the redemption of Notes whose Final Redemption Amount as defined in the applicable Final Terms could be as low as zero*

Pursuant to the provisions of Condition 3.2, the Issuer shall pay on the Maturity Date an amount per Note, determined by the Calculation Agent, based on (a) the net positive cash amount that the Calculation Agent would be left with on the Full Liquidation Date, as a result of liquidating the Hedge Positions (*inter alia* by satisfying any obligations or liabilities in place with respect to or part of such Hedge Positions, if any, with the liquidation proceeds of the assets of the Hedge Positions) minus (b) the Associated Costs (the result of which, converted if necessary into the Specified Currency using the Relevant Spot Exchange Rate on the Full Liquidation Date, is a **Calculation Amount** for the purposes of this provision and of the Compounding Method) together with (c) interest that would have accrued on such Calculation Amount pursuant to the Compounding Method, during the period (which for the purposes of this provision and of the Compounding Method shall be a **Calculation Period**) between (x) the Full Liquidation Date (included) and (y) the fourth Business Day preceding the Maturity Date (excluded),

provided however that

- in respect of Uncertificated Nordic Notes issued by an Issuer other than SG Issuer, cleared and settled through the Swedish Central Securities Depositary (Euroclear Sweden AB), the Finnish

Central Securities Depositary (Euroclear Finland Ltd) or the Danish Central Securities Depositary, *Vaerdipapircentralen* (**VP**), all references to the word "fourth" in (y) above shall be deemed to be references to the word "twelfth",

- in respect of Uncertificated Nordic Notes issued by an Issuer other than SG Issuer, cleared and settled through the Norwegian Central Security Depositary (**Verdipapirsentralen**), all references to the word "fourth" in (y) above shall be deemed to be references to the word "tenth", and

- in respect of Uncertificated Nordic Notes issued by SG Issuer, cleared and settled through the Swedish Central Securities Depositary (Euroclear Sweden AB), all references to the word "fourth" in (y) above shall be deemed to be references to the word "nineteenth".

For the avoidance of doubt, the liquidation proceeds of any assets held by the Calculation Agent as Hedge Positions shall be deemed to be used in priority to extinguish any liability, if any, incurred by the Calculation Agent under its Hedge Positions and the Calculation Amount mentioned above can be as low as zero; or

3.2.3.2 *in respect of the redemption of Notes whose Final Redemption Amount as defined in the applicable Final Terms cannot be in any case lower than an amount strictly positive (the **Minimum Redemption Amount**)*

Pursuant to the provisions of Condition 3.2, the Issuer shall pay on the Maturity Date an amount per Note, determined by the Calculation Agent, equal to the sum of (1) the Minimum Redemption Amount and (2) an amount, equal to the positive difference, if any, between:

(i) (a) the net positive cash amount that the Calculation Agent would be left with on the Full Liquidation Date, as a result of liquidating, the Hedge Positions (*inter alia* by satisfying any obligations or liabilities in place with respect to or part of such Hedge Positions, if any, with the liquidation proceeds of the assets of the Hedge Positions) minus (b) the Associated Costs (the result of which, converted if necessary into the Specified Currency using the Relevant Spot Exchange Rate on the Full Liquidation Date, is a **Calculation Amount** for the purposes of this provision and of the Compounding Method) together with (c) interest that would have accrued on such Calculation Amount pursuant to the Compounding Method, during the period (which for the purposes of this provision and of the Compounding Method shall be a **Calculation Period**) between (x) the Full Liquidation Date (included) and (y) the fourth Business Day preceding the Maturity Date (excluded),

provided however that

- in respect of Uncertificated Nordic Notes issued by an Issuer other than SG Issuer, cleared and settled through the Swedish Central Securities Depositary (Euroclear Sweden AB), the Finnish Central Securities Depositary (Euroclear Finland Ltd) or the Danish Central Securities Depositary, *Vaerdipapircentralen* (**VP**), all references to the word "fourth" in (y) above shall be deemed to be references to the word "twelfth",
- in respect of Uncertificated Nordic Notes issued by an Issuer other than SG Issuer, cleared and settled through the Norwegian Central Security Depositary (**Verdipapirsentralen**), all references to the word "fourth" in (y) above shall be deemed to be references to the word "tenth", and
- in respect of Uncertificated Nordic Notes issued by SG Issuer, cleared and settled through the Swedish Central Securities Depositary (Euroclear Sweden AB), all references to the word "fourth" in (y) above shall be deemed to be references to the word "nineteenth", and

(ii) an amount equal to the Minimum Redemption Amount.

For the avoidance of doubt, the liquidation proceeds of any assets held by the Calculation Agent as Hedge Positions shall be deemed to be used in priority to extinguish any liability, if any, incurred by the Calculation Agent under its Hedge Positions and the Calculation Amount mentioned above can be as low as zero.

3.2.4 Definitions specific to the Monetisation until the Maturity Date

Adjusted Calculation Amount means (a) in respect of the first Compounding Period of a Calculation Period, the Calculation Amount for that Calculation Period and (b) in respect of any succeeding Compounding Period in that Calculation Period, an amount equal to the sum of the Calculation Amount for that Calculation Period and the Compounding Period Amounts for each of the previous Compounding Periods in that Calculation Period;

Associated Costs means an amount determined by the Calculation Agent in its reasonable discretion equal to the sum of (without duplication) all costs (including, without limitation, cost of funding), losses, expenses, tax and duties incurred by the Calculation Agent in connection with the termination, liquidation or re-establishment of the Intermediate Hedge Positions, the Optional Hedge Positions, and/or the Hedge Positions, as the case may be, such amount to be apportioned pro rata amongst the Specified Denomination of each outstanding Note.

Compounding Date means, in respect of a Calculation Period, each Business Day of such Calculation Period;

Compounding Method means, when interest is specified herein as accruing pursuant to the Compounding Method, that the amount of interest shall be equal to the sum of the Compounding Period Amounts for each Compounding Period in the related Calculation Period,

Compounding Period means, in respect of a Calculation Period, each period from and including a Compounding Date to but excluding the immediately following Compounding Date during that Calculation Period;

Compounding Period Amount means, in respect of a Compounding Period, the product of (a) the Adjusted Calculation Amount, (b) the Compounding Rate and (c) the Day Count Fraction;

Compounding Rate means, in respect of a Compounding Period Amount, the interbank overnight rate in the Specified Currency as determined by the Calculation Agent on the first day of the relevant Compounding Period; the specific Compounding Rate used in respect of a Specified Currency shall be available at the office of the Calculation Agent from the first day of a Calculation Period; and

Day Count Fraction means, for the purposes of Compounding Method above, the exact number of days in a Compounding Period (the first included and the last excluded), divided by 360.

Full Liquidation Date means, in respect of the Maturity Date, the date on which the liquidation proceeds of the Hedge Positions (including *inter alia* by satisfying any obligations or liabilities in place with respect to or part of such Hedge Positions, if any, with the liquidation proceeds of the assets of such Hedge Positions) are deemed, as determined by the Calculation Agent, to be fully received by the Calculation Agent.

Hedge Positions means any purchase, sale, entry into or maintenance, by the Calculation Agent, of one or more (a) positions or contracts in securities, options, futures, derivatives, interest rate transactions or foreign exchange transactions, (b) securities lending/borrowing transactions, (c) cash deposits or cash borrowings and/or (d) other instruments, arrangements, assets or liabilities howsoever described, in order to hedge individually or on a portfolio basis, the part of the Issuer's obligations under the Notes linked to or indexed to the relevant Underlying(s) due on the Maturity Date apportioned pro rata to each outstanding Note provided that, if the Intermediate Full Liquidation Date and/or the Optional Full Liquidation Date has not occurred on or before the fourth Business Day preceding the Maturity

Date, then Hedge Positions will include the Intermediate Hedge Positions and/or the Optional Hedge Positions,

provided further that

(i) in respect of Uncertificated Nordic Notes issued by an Issuer other than SG Issuer, cleared and settled through the Swedish Central Securities Depositary (Euroclear Sweden AB), the Finnish Central Securities Depositary (Euroclear Finland Ltd) or the Danish Central Securities Depositary, *Vaerdipapircentralen* (**VP**), all references to the word "fourth" above shall be deemed to be references to the word "twelfth",

(ii) in respect of Uncertificated Nordic Notes issued by an Issuer other than SG Issuer, cleared and settled through the Norwegian Central Security Depositary (**Verdipapirsentralen**), all references to the word "fourth" above shall be deemed to be references to the word "tenth", and

(iii) in respect of Uncertificated Nordic Notes issued by SG Issuer, cleared and settled through the Swedish Central Securities Depositary (Euroclear Sweden AB), all references to the word "fourth" above shall be deemed to be references to the word "nineteenth".

Intermediate Amount means either an Interest Amount or an Instalment Amount.

Intermediate Full Liquidation Date means, in respect of any Intermediate Payment Date, the date on which the liquidation proceeds of the Intermediate Hedge Positions (including *inter alia* by satisfying any obligations or liabilities in place with respect to or part of such Intermediate Hedge Positions, if any, with the liquidation proceeds of the assets of such Intermediate Hedge Positions) are deemed, as determined by the Calculation Agent, to be fully received by the Calculation Agent.

Intermediate Hedge Positions means any purchase, sale, entry into or maintenance, by the Calculation Agent, of one or more (a) positions or contracts in securities, options, futures, derivatives, interest rate transactions or foreign exchange transactions, (b) securities lending/borrowing transactions, (c) cash deposits or cash borrowings and/or (d) other instruments, arrangements, assets or liabilities howsoever described, in order to hedge individually or on a portfolio basis, the part of the Issuer's obligations under the Notes linked to or indexed to the relevant Underlying(s) due on an Intermediate Payment Date, apportioned pro rata to each outstanding Note.

Intermediate Payment Date means either an Interest Payment Date or an Instalment Date specified as such in the Final Terms of the relevant Notes.

Maturity Date means the date specified as such in the Final Terms of the relevant Notes.

Optional Redemption Amount means the amount specified as such in the Final Terms of the relevant Notes.

Optional Redemption Date means the date specified as such in the Final Terms of the relevant Notes.

Optional Full Liquidation Date means, in respect of an Optional Redemption Date, the date on which the liquidation proceeds of the Optional Hedge Positions (including inter alia by satisfying any obligations or liabilities in place with respect to or part of such Optional Hedge Positions, if any, with the liquidation proceeds of the assets of such Optional Hedge Positions) are deemed, as determined by the Calculation Agent, to be fully received by the Calculation Agent.

Optional Hedge Positions means any purchase, sale, entry into or maintenance, by the Calculation Agent, of one or more (a) positions or contracts in securities, options, futures, derivatives, interest rate transactions or foreign exchange transactions, (b) securities lending/borrowing transactions, (c) cash deposits or cash borrowings and/or (d) other instruments, arrangements, assets or liabilities howsoever described, in order to hedge individually or on a portfolio basis, the part of the Issuer's obligations under the Notes linked to or indexed to the relevant Underlying(s) due on an Optional Redemption Date, apportioned pro rata to each outstanding Note.

Relevant Spot Exchange Rate means in respect of a date and an amount to be converted in the Specified Currency, the rate of exchange of the currency in which such amount is denominated into the Specified Currency used to convert such amount on such date into the Specified Currency as determined by the Calculation Agent.

3.3 Hedging Disruption, Increased Cost of Hedging, Insolvency Filing and consequences - Change in Law and consequences

3.3.1 Hedging Disruption, Increased Cost of Hedging and Insolvency Filing

Hedging Disruption means, in respect of Notes that have one or more Share(s) as Underlying(s), that Société Générale or one of its affiliates is unable, after using commercially reasonable efforts, to either (a) acquire, establish, re-establish, substitute, maintain, unwind or dispose of any transaction(s) or asset(s) it deems necessary to hedge the equity price risk (or any other relevant price risk including, but not limited to, the currency risk) of entering into and performing its obligations with respect to the Notes or the agreement entered into with Société Générale by the Issuer of the Notes; or (b) freely realize, recover, receive, repatriate, remit or transfer the proceeds of Hedge Positions as the case may be between accounts within the jurisdiction of the Hedge Positions (the **Affected Jurisdiction**) or from accounts within the Affected Jurisdiction to accounts outside of the Affected Jurisdiction.

Increased Cost of Hedging means, in respect of Notes that have one or more Share(s) as Underlying(s), that Société Générale or one of its affiliates would incur a materially increased (as compared with circumstances existing on the date(s) on which Société Générale enters into the Hedge Positions in respect of the Notes) amount of tax, duty, expense or fee (other than brokerage commissions) to (a) acquire, establish, re-establish, substitute, maintain, unwind or dispose of any transaction(s) or asset(s) it deems necessary to hedge the equity price risk of entering into and performing its obligations with respect to the Notes or (b) freely realize, recover or remit the proceeds of its Hedge Positions.

Insolvency Filing means, in respect of Notes that have one or more Share(s) as Underlying(s) that the Company institutes or has instituted against it by a regulator, supervisor or any similar official with primary insolvency, rehabilitative or regulatory jurisdiction over it in the jurisdiction of its incorporation or organization or the jurisdiction of its head home office, or it consents to a proceeding seeking a judgment of insolvency or bankruptcy or any other relief under any bankruptcy or insolvency law or other similar law affecting creditor's rights, or a petition is presented for its winding-up or liquidation by it or such regulator, supervisor or similar official or it consents to such a petition, provided that proceedings instituted or petitions presented by creditors and not consented to by the Company shall not be deemed an Insolvency Filing.

In case of the occurrence of a Hedging Disruption or an Increased Cost of Hedging relating to a Share or of the occurrence of an Insolvency Filing relating to a Share (the **Affected Underlying**), the Calculation Agent may:

A. consider such event as an event triggering an early redemption of the Notes (hereafter, an **Early Redemption Event**). In that case where an Early Redemption Event occurs, the Issuer shall terminate its obligations under the Notes and shall pay or cause to be paid an Early Redemption Amount on the basis of the Market Value as defined in English law Condition 5.8 and French law Condition 5.8; or

B. replace the Affected Underlying by a new underlying which is representative of the same economic or geographic sector; or

C. apply the Monetisation until the Maturity Date (as defined above).

3.3.2 Change in Law

Change in Law means in respect of Notes that have one or more Share(s) as Underlying(s) that, on or after the first to occur of (a) the Issue Date and (b) the first Valuation Date of the Notes (i) due to the adoption of any change in any applicable law or regulation (including without limitation, any tax law) or (ii) due to the promulgation of or any change in the interpretation by any court, tribunal or regulatory authority with competent jurisdiction of any applicable law or regulation (including any action taken by a taxing authority), the Calculation Agent determines in good faith that it has become illegal for Société Générale or one of its affiliates to hold, acquire or dispose of Hedge Positions or to maintain the agreement entered into with Société Générale or one of its affiliates by the Issuer of the Notes, relating to the Underlying of the Notes (the **Affected Underlying**).

Upon the occurrence, in the determination of the Calculation Agent, on or prior to the last Valuation Date or the last Averaging Date of a Change in Law, then the Calculation Agent will decide with regard to the Affected Underlying by such Change in Law, either:

A. consider such event as an event triggering an early redemption of the Notes (hereafter, an **Early Redemption Event**). In that case where an Early Redemption Event occurs, the Issuer shall terminate its obligations under the Notes and shall pay or cause to be paid an Early Redemption Amount on the basis of the Market Value as defined in English law Condition 5.8 and French law Condition 5.8; or

B. replace the Affected Underlying by a new underlying which is representative of the same economic or geographic sector; or

C. apply the Monetisation until the Maturity Date (as defined above).

ADDITIONAL TERMS AND CONDITIONS FOR INDEX LINKED NOTES

1. GENERAL DEFINITIONS

Averaging Date means, in respect of a Valuation Date and an Index, each date specified as such in the applicable Final Terms for the purpose of determining an average (or if such date is not a Scheduled Trading Day, the next following Scheduled Trading Day) unless such day is a Disrupted Day in which case it shall be postponed pursuant to the provisions of "*Consequences of Disrupted Days for an Index*".

Basket means a basket composed of the Indices (each an Underlying) in the relative proportions or numbers of Indices specified in the applicable Final Terms.

Business Day means a "Business Day" as defined in English law Condition 3 and French law Condition 3, determined on the basis of the Specified Currency of the relevant Notes.

Calculation Agent has the meaning given to that expression in English law Condition 10 and French law Condition 10.

Closing Price means in respect of an Index, the official closing level of the Index published and announced by the Index Sponsor, as adjusted (if applicable) pursuant to the provisions of Condition 3.1.3 below.

Disrupted Day means, in respect of an Index, any Scheduled Trading Day on which (a) a relevant Related Exchange fails to open for trading during its regular trading session, (b) a Market Disruption Event has occurred or (c) the Index Sponsor fails to publish the Closing Price of the Index.

Exchange(s) means, in respect of an Index, the corresponding exchange or quotation system specified in the applicable Final Terms, or any successor exchange or quotation system or any substitute exchange or quotation system to which trading in the shares underlying such Index, has temporarily relocated (provided that the Calculation Agent has determined that there is comparable liquidity relative to such shares underlying an Index, on such temporary substitute exchange or quotation system as on the original Exchange)..

Exchange Business Day means, in respect of an Index (or, in the case of a Basket of Indices, each Index comprising the Basket and observed separately), any Scheduled Trading Day on which the relevant Related Exchange of the Index is open for trading during its regular trading session, notwithstanding any such Related Exchange closing prior to its Scheduled Closing Time and the Index Sponsor publishes the Closing Price of such Index.

Hedge Positions means any purchase, sale, entry into or maintenance, by Société Générale or one of its affiliate, of one or more (a) positions or contracts in securities, options, futures, derivatives, interest rate transactions or foreign exchange transactions, (b) securities lending/borrowing transactions, (c) any cash deposits or cash borrowing and/or (d) other instruments, arrangements, assets or liabilities howsoever described in order to hedge, individually or on a portfolio basis, the part of Société Générale or one of its affiliate's obligation under the Notes.

Index means the index (or the indices in case of a Basket) specified as Underlying in the applicable Final Terms, subject to adjustment pursuant to the provisions of "*Adjustments and Events relating to Indices*" in Condition 3.1 below.

Index Calculation Agent means the entity in charge of calculating and publishing the Index, if different from the Index Sponsor.

Index Sponsor means the corporation or other entity (as specified in the applicable Final Terms) that (a) is responsible for setting and reviewing the rules and procedures and the methods of calculation and

adjustments, if any, related to the relevant Index and/or (b) announces (directly or through an Index Calculation Agent) the level of the relevant Index on a regular basis.

Intraday Price means, in respect of an Index, the level of such Index on the relevant Exchange at any time during a trading session on an Exchange Business Day including the Closing Price.

Market Disruption Event means, in respect of an Index, the occurrence or existence of (a) a Trading Disruption, (b) an Exchange Disruption which, in either case, the Calculation Agent determines is material, at any time during the one hour period that ends at the relevant Valuation Time or (c) an Early Closure. For the purpose hereof:

A. **Trading Disruption** means, in respect of an Index, any suspension of or limitation imposed on trading by the relevant Exchange or Related Exchange or otherwise and whether by reason of movements in price exceeding limits permitted by the relevant Exchange or Related Exchange or otherwise (a) on the relevant Exchange(s) relating to securities that comprise 20 per cent. or more of the level of the relevant Index or (b) in futures or options contracts relating to the relevant Index on any relevant Related Exchange;

B. **Exchange Disruption** means, in respect of an Index, any event (other than an Early Closure) that disrupts or impairs (as determined by the Calculation Agent) the ability of market participants in general to effect transactions in, or obtain market values for (a) the share on any relevant Exchange(s) relating to securities that comprise 20 per cent. or more of the level of the relevant Index, or (b) futures or options contracts relating to the relevant Index on any relevant Related Exchange;

C. **Early Closure** means, the closure on any Exchange Business Day of (a) any relevant Exchange(s) relating to securities that comprise 20 per cent. or more of the level of the relevant Index, or (b) any Related Exchange, prior to its Scheduled Closing Time unless such earlier closing is announced by such Exchange or Related Exchange (as the case may be) at least one hour prior to the earlier of (x) the actual closing time for the regular trading session on such Exchange or Related Exchange (as the case may be) on such Exchange Business Day and (y) the submission deadline for orders to be entered into the Exchange or Related Exchange system for execution at the relevant Valuation Time on such Exchange Business Day.

Opening Price means the value of the FTSE MIB index calculated on the Opening Auction Prices (as defined under the Rules of the markets organised and managed by Borsa Italiana S.p.A.) recorded on the Valuation Date, provided that this is a trading day on the Borsa Italiana S.p.A. of the financial instruments making up the Index, having the meaning ascribed thereto in the Rules of the markets organised and managed by Borsa Italiana S.p.A., as such Rules must be amended by Borsa Italiana S.p.A. from time to time, and calculated following the provisions of the Rules of the markets organised and managed by Borsa Italiana S.p.A., as such Rules must be amended by Borsa Italiana S.p.A. from time to time. If, during the Valuation Date, the Opening Price of the Index cannot be determined for any reason whatsoever, the Calculation Agent shall determine the level of the Index in good faith on that Valuation Date in accordance with the formula for, and method of, calculating that Index last in effect prior to the occurrence the event that prevents the determination of the Opening Price of the Index and taking into account any other objective element that may be available.

Related Exchange(s) means, in respect of an Index, each exchange or quotation system where trading has a material effect (as determined by the Calculation Agent) on the overall market for futures and options contracts relating to such Index, any successor exchange or quotation system or any substitute exchange or quotation system to which trading in futures or options contracts relating to an Index, has temporarily relocated (provided that the Calculation Agent has determined that there is comparable liquidity relative to the futures or options contracts relating such Index, on such temporary substitute exchange or quotation system as on the original Related Exchange).

Scheduled Closing Time means, in respect of an Exchange or Related Exchange, the scheduled weekday closing time of such Exchange or Related Exchange, without regard to after hours or any other trading outside of the regular trading session hours.

Scheduled Trading Day means, in respect of an Index, any day on which (a) the Index Sponsor is scheduled to publish the Closing Price of the Index and (b) the Related Exchange is scheduled to be open for trading during its regular trading session.

Valuation Date means, in respect of an Index, each date specified as such in the applicable Final Terms (or, if such date is not a Scheduled Trading Day for such Index, the next following Scheduled Trading Day), unless such day is a Disrupted Day in which case it shall be postponed pursuant to the provisions of "*Consequences of Disrupted Days for an Index*".

Valuation Time means, in respect of an Index, the Scheduled Closing Time provided however that if the Exchange closes prior to its Scheduled Closing Time, the Valuation Time shall be the actual closing time of the Exchange.

2. CONSEQUENCES OF DISRUPTED DAYS FOR AN INDEX

If any Valuation Date or Averaging Date specified in the applicable Final Terms (the **Scheduled Valuation Date** and the **Scheduled Averaging Date** respectively), is a Disrupted Day for an Index, the Valuation Date or the Averaging Date for such Index shall be the first succeeding Scheduled Trading Day that is not a Disrupted Day in respect of that Index, unless each of the eight Scheduled Trading Days immediately following the Scheduled Valuation Date or the Scheduled Averaging Date is also a Disrupted Day. In that case:

A. that eighth Scheduled Trading Day shall be deemed to be the Valuation Date or Averaging Date, for the Index notwithstanding the fact that such day is a Disrupted Day, and

B. the Calculation Agent shall determine the level of the Index as of the Valuation Time on that eighth Scheduled Trading Day in accordance with the formula for and method of calculating that Index last in effect prior to the occurrence of the first Disrupted Day using the Exchange traded or quoted price as of the Valuation Time on that eighth Scheduled Trading Day of each security comprised in the Index (or if an event giving rise to a Disrupted Day has occurred in respect of the relevant security on that eighth Scheduled Trading Day, its good faith estimate of the value of the relevant security as of the Valuation Time on that eighth Scheduled Trading Day) and the good faith estimate of the value of the level of the Index so calculated shall be deemed the Closing Price;

Provided that if the Index is included in a Basket, the hereabove provisions shall apply only to the Index affected by the occurrence of a Disrupted Day and the Valuation Date or the Averaging Date for each Index not affected by a Disrupted Day shall be the Scheduled Valuation Date or the Scheduled Averaging Date.

Provided however that,

(a) if a Scheduled Averaging Date is a Disrupted Day, the Averaging Date shall be postponed pursuant to the provisions above to the first succeeding Scheduled Trading Day that is not a Disrupted Day provided it is not also a Scheduled Averaging Date; if on the eighth Scheduled Trading Day following the Scheduled Averaging Date a Scheduled Trading Day that is not a Disrupted Day nor another Scheduled Averaging Date has not occurred, then that eighth Scheduled Trading Day shall be deemed the Averaging Date (irrespective of whether that eighth Scheduled Trading Day is also a Scheduled Averaging Date), and the Calculation Agent shall make on that day the determinations described in (B) above, and the good faith estimate of the level of the Index so calculated shall be deemed the Closing Price;

(b) notwithstanding the foregoing, a Valuation Date or an Averaging Date (postponed as the case may be pursuant to the provisions above) shall occur not later than the fourth Business Day before the date of any payment to be made under the Notes on the basis of determinations made on such Valuation Date or Averaging Date; if a Valuation Date or an Averaging Date (postponed as the case may be pursuant to the provisions above) would fall less than the fourth Business Day prior to the date of any payment to be made under the Notes on the basis of determinations made on such Valuation Date or Averaging Date, then that fourth Business Day shall be deemed the Valuation Date or Averaging Date and the Calculation Agent shall make, on that day the determinations described in (B) above at the latest as of the Valuation Time on such fourth Business Day and the good faith estimate of the level of the Index so calculated shall be deemed the Closing Price,

provided however that
(i) in respect of Uncertificated Nordic Notes issued by an Issuer other than SG Issuer, cleared and settled through the Swedish Central Securities Depositary (Euroclear Sweden AB), the Finnish Central Securities Depositary (Euroclear Finland Ltd) or the Danish Central Securities Depositary, *Vaerdipapircentralen* (**VP**), all references to the word "fourth" above shall be deemed to be references to the word "twelfth",

(ii) in respect of Uncertificated Nordic Notes issued by an Issuer other than SG Issuer, cleared and settled through the Norwegian Central Security Depositary (**Verdipapirsentralen**), all references to the word "fourth" above shall be deemed to be references to the word "tenth", and

(iii) in respect of Uncertificated Nordic Notes issued by SG Issuer, cleared and settled through the Swedish Central Securities Depositary (Euroclear Sweden AB), all references to the word "fourth" above shall be deemed to be references to the word "nineteenth".

3. ADJUSTMENTS, EXTRAORDINARY EVENTS, MONETISATION UNTIL THE MATURITY DATE, HEDGING DISRUPTION, INCREASED COST OF HEDGING AND CHANGE IN LAW RELATING TO INDICES

3.1 Adjustments and Events relating to Indices

3.1.1 Adjustments

A. If an Index is:

(a) not calculated and announced by the relevant Index Sponsor or the **Index Calculation Agent** as the case may be, but is calculated and announced by a relevant successor sponsor (the **Successor Sponsor**) or a successor calculation agent (the **Successor Calculation Agent**) acceptable to the Calculation Agent; or

(b) replaced by a successor index (the **Successor Index**) using, in the determination of the Calculation Agent, the same or a substantially similar formula for, and method of, calculation as used in the calculation of that Index;

then the Index will be deemed to be the index so calculated and announced by the relevant Successor Sponsor or Successor Calculation Agent or that Successor Index (as the case may be).

B. If, in the determination of the Calculation Agent:

(a) on or prior to a Valuation Date or an Averaging Date, the relevant Index Sponsor (or if applicable the Successor Sponsor) makes a material change in the formula for, or the method of calculating, that Index or in any other way materially modifies that Index

(other than a modification prescribed in that formula or method to maintain that Index in the event of changes in constituent securities and capitalisation and other routine events);

(b) on or prior to any Valuation Date or Averaging Date, the relevant Index Sponsor (or, if applicable, the relevant Successor Sponsor) or the Index Calculation Agent (or the **Successor Index Calculation Agent**) as the case may be, fails to calculate and publish the level of the Index and such failure is likely to have a material impact on the hedge of Société Générale in connection with the Notes; or

(c) the Index Sponsor (or, if applicable, the Successor Sponsor) permanently cancels the Index and no Successor Index exists;

then the Calculation Agent shall either:

(x) calculate the relevant formula used to determine an amount to be paid or whether a condition has occurred, if any, as described in the applicable Final Terms using, *in lieu* of a published level for the Index, the level of that Index as at the Valuation Time on the relevant Valuation Date or Averaging Date, as determined by the Calculation Agent in accordance with the formula for and method of calculating that Index last in effect prior to that change, failure or cancellation, but using only those securities that comprised that Index immediately prior to that change, failure or cancellation (other than those securities that have since ceased to be listed on any relevant Exchange); or

(y) replace the Index by a new index provided that such index is (a) representative of the same economic or geographic sector (as the case may be), and (b) to the extent possible, representative of shares listed on one or more Exchanges of one or more OECD countries.

If the Calculation Agent has not retained (x) and if in (y) no index meeting the criteria (a) and (b) can be selected by the Calculation Agent, then the Calculation Agent may either:

(i) apply Monetisation until the Maturity Date; or

(ii) consider such event as an event triggering an early redemption of the Notes. In that case, the Issuer shall terminate its obligations under the Notes and pay to each Noteholder, as soon as possible after the occurrence of any of the events described in B.(a), B.(b) or B.(c) above, an Early Redemption Amount on the basis of Market Value as defined in English law Condition 5.8 and French law Condition 5.8.

C. If an Index merges with another index or if an Index which forms part of the Basket merges with another index which does not form part of the Basket (the **Event**), the Calculation Agent will either:

(x) continue using the index resulting from the merger; or

(y) replace the Index with another index (the **New Index**); as long as the New Index is (a) representative of the same economic or geographic sector (as the case may be) and (b) to the extent possible, representative of shares listed on one or more Exchanges of one or more OECD countries.

If the Calculation Agent has not retained (x) and if in (y) no index meeting the criteria (a) and (b) can be selected by the Calculation Agent, then the Calculation Agent may either

(i) apply Monetisation until the Maturity Date; or

(ii) consider such event as an event triggering an early redemption of the Notes. In that case, the Issuer shall terminate its obligations under the Notes and pay to each Noteholder, as soon as possible after the occurrence of the Event described in (C) above, an Early Redemption Amount on the basis of Market Value as defined in English law Condition 5.8 and French law Condition 5.8.

D. In the case of a merger affecting two Indices comprised in a Basket (the **Event**), the Calculation Agent will either:

(a) continue using the index resulting from the merger and, in order to maintain the same number of indices within the Basket, the Calculation Agent will select a further index (a **New Index**) to be included in the Basket, as long as such New Index is (i) representative of the same economic or geographic sector (as the case may be) and (ii) to the extent possible, representative of shares listed on one or more Exchanges of one or more OECD countries; or

(b) replace both Indices with two other indices (each a **New Index**); as long as each New Index is (i) representative of the same economic or geographic sector (as the case may be) and (ii) to the extent possible, representative of shares listed on one or more Exchanges of one or more OECD countries.

If the Calculation Agent has not retained (a) and if in (b) no index meeting the criteria (i) and (ii) can be selected by the Calculation Agent, then the Calculation Agent may either

(i) apply Monetisation until the Maturity Date; or

(ii) consider such event as an event triggering an early redemption of the Notes. In that case, the Issuer shall terminate its obligations under the Notes and pay to each Noteholder, as soon as possible after the occurrence of the Event described in (D) above, an Early Redemption Amount on the basis of Market Value as defined in English law Condition 5.8 and French law Condition 5.8.

E. If an Index is split into two or more new indices (the **Event**), the Calculation Agent will, either:

(a) use the indices resulting from the split to determine an index equivalent to the one existing prior to the split (provided that the indices resulting from the split will be deemed to form together the **New Index**); or

(b) replace the split Index with a new index (a **New Index**) as long as such New Index is (i) representative of the same economic or geographic sector (as the case may be), and (ii) to the extent possible representative of shares listed on one or more Exchanges of one or more OECD countries.

If the Calculation Agent has not retained (a) and if in (b) no index meeting the criteria (i) and (ii) can be selected by the Calculation Agent, then the Calculation Agent may either

(i) apply Monetisation until the Maturity Date; or

(ii) consider such event as an event triggering an early redemption of the Notes. In that case, the Issuer shall terminate its obligations under the Notes and pay to each Noteholder, as soon as possible after the occurrence of the Event described in (E) above, an Early Redemption Amount on the basis of Market Value as defined in English law Condition 5.8 and French law Condition 5.8.

F. In the case of a Basket of Indices, in the event that shares forming part of one Index comprising the Basket represent at least 20 per cent. of the capitalisation of another Index

forming part of the Basket (the **Affected Index**) (the **Event**), the Calculation Agent may, but is not obliged to, replace such Affected Index with a new index as long as such new index is (a) representative of the same economic or geographic sector (as the case may be), and (b) to the extent possible, representative of shares listed on one or more Exchanges of one or more OECD countries. If no index meeting the criteria (a) and (b) can be selected by the Calculation Agent, then the Calculation Agent may either

(i) apply Monetisation until the Maturity Date; or

(ii) consider such event as an event triggering an early redemption of the Notes. In that case, the Issuer shall terminate its obligations under the Notes and pay to each Noteholder, as soon as possible after the occurrence of the Event, described in this (F), an Early Redemption Amount on the basis of Market Value as defined in English law Condition 5.8 and French law Condition 5.8.

G. In the event that an Index ceases to be the underlying of a futures and/or option contract (as the case may be) (the **Event**), the Calculation Agent may, but is not obliged to, replace such Index with a new index as long as such new index is (a) representative of the same economic or geographic sector (as the case may be), and (b) to the extent possible, representative of shares listed on one or more Exchanges of one or more OECD countries. If no index meeting the criteria (a) and (b) can be selected by the Calculation Agent, then the Calculation Agent may either

(i) apply Monetisation until the Maturity Date; or

(ii) consider such event as an event triggering an early redemption of the Notes. In that case, the Issuer shall terminate its obligations under the Notes and pay to each Noteholder, as soon as possible after the occurrence of the Event described in this (G), an Early Redemption Amount on the basis of Market Value as defined in English law Condition 5.8 and French law Condition 5.8.

3.1.2 Stop-Loss Event relating to an Index

If on any Exchange Business Day after the initial Valuation Date (excluded) and before the last Valuation Date (included), the Closing Price of an Index is affected by a decrease of 80 per cent. or more of its Closing Price on the initial Valuation Date (the **Affected Index** and the event, the **Stop-Loss Event**), then:

A. the Calculation Agent may decide to substitute the Affected Index by a new index representative of the same economic or geographic sector (as the case may be), and to the extent possible, representative of shares listed on one or more Exchanges of one or more OECD countries (the **Substitute Index**) and will adjust any relevant terms of the Notes accordingly; or

B. the Calculation Agent may decide to continue with the Affected Index; or

C. if the Calculation Agent has neither retained any Substitute Index nor decided to continue with the Affected Index, the Calculation Agent may either:

(a) apply Monetisation until the Maturity Date; or

(b) consider such event as an event triggering an early redemption of the Notes. In that case, the Issuer shall Issuer may terminate its obligations under the Notes and pay to each Noteholder, as soon as possible after the occurrence of the Stop-Loss Event, an Early Redemption Amount on the basis of Market Value as defined in English law Condition 5.8 and French law Condition 5.8.

3.1.3 Correction of the Closing Price of an Index

In the event that any price or level published on the Exchange or by the Index Sponsor and which is used for any calculation or determination made under the Notes is subsequently corrected and the correction is published and made available to the public by the Exchange or the Index Sponsor after the original publication but no later than four Business Days prior to the Maturity Date (or any payment date(s) determined in the applicable Final Terms), the Calculation Agent will determine the amount that is payable as a result of that correction, and, to the extent necessary, will adjust the terms of the Notes to account for such correction,

provided however that

(i) in respect of Uncertificated Nordic Notes issued by an Issuer other than SG Issuer, cleared and settled through the Swedish Central Securities Depositary (Euroclear Sweden AB), the Finnish Central Securities Depositary (Euroclear Finland Ltd) or the Danish Central Securities Depositary, *Vaerdipapircentralen* (**VP**), all references to the word "four" above shall be deemed to be references to the word "twelve",

(ii) in respect of Uncertificated Nordic Notes issued by an Issuer other than SG Issuer, cleared and settled through the Norwegian Central Security Depositary (**Verdipapirsentralen**), all references to the word "four" above shall be deemed to be references to the word "ten", and

(iii) in respect of Uncertificated Nordic Notes issued by SG Issuer, cleared and settled through the Swedish Central Securities Depositary (Euroclear Sweden AB), all references to the word "four" above shall be deemed to be references to the word "nineteen".

3.2 Monetisation until the Maturity Date

Following the occurrence of an event giving rise to the Monetisation until the Maturity Date, the Issuer shall no longer be liable for the payment of (1) the Intermediate Amount(s) initially scheduled to be paid on any Intermediate Payment Date and/or (2) the Optional Redemption Amount on the Optional Redemption Date and/or (3) the Final Redemption Amount as defined in the applicable Final Terms on the Maturity Date, but instead will, in full and final satisfaction of its obligations, pay an amount described in Conditions 3.2.1, 3.2.2 or 3.2.3 below.

3.2.1 Monetisation of any Intermediate Amount

3.2.1.1 *In respect of the payment of any Intermediate Amount as defined in the applicable Final Terms which could be as low as zero*

Pursuant to the provisions of Condition 3.2, the Issuer shall pay on the Maturity Date an amount per Note, determined by the Calculation Agent, based on (a) the net positive cash amount that the Calculation Agent would be left with on the Intermediate Full Liquidation Date, as a result of liquidating the Intermediate Hedge Positions (*inter alia* by satisfying any obligations or liabilities in place with respect to or part of such Intermediate Hedge Positions, if any, with the liquidation proceeds of the assets of the Intermediate Hedge Positions) minus (b) the Associated Costs (the result of which, converted if necessary into the Specified Currency using the Relevant Spot Exchange Rate on the Intermediate Full Liquidation Date, is a **Calculation Amount** for the purposes of this provision and of the Compounding Method) together with (c) interest that would have accrued on such Calculation Amount pursuant to the Compounding Method, during the period (which for the purposes of this provision and of the Compounding Method shall be a **Calculation Period**) between (x) the Intermediate Full Liquidation Date (included) and (y) the fourth Business Day preceding the Maturity Date (excluded),

provided however that

- in respect of Uncertificated Nordic Notes issued by an Issuer other than SG Issuer, cleared and settled through the Swedish Central Securities Depositary (Euroclear Sweden AB), the Finnish Central Securities Depositary (Euroclear Finland Ltd) or the Danish Central Securities Depositary, *Vaerdipapircentralen* (**VP**), all references to the word "fourth" in (y) above shall be deemed to be references to the word "twelfth",

- in respect of Uncertificated Nordic Notes issued by an Issuer other than SG Issuer, cleared and settled through the Norwegian Central Security Depositary (**Verdipapirsentralen**), all references to the word "fourth" in (y) above shall be deemed to be references to the word "tenth", and

- in respect of Uncertificated Nordic Notes issued by SG Issuer, cleared and settled through the Swedish Central Securities Depositary (Euroclear Sweden AB), all references to the word "fourth" in (y) above shall be deemed to be references to the word "nineteenth".

For the avoidance of doubt, the liquidation proceeds of any assets held by the Calculation Agent as Intermediate Hedge Positions shall be deemed to be used in priority to extinguish any liability, if any, incurred by the Calculation Agent under its Intermediate Hedge Positions and the Calculation Amount mentioned above can be as low as zero; or

3.2.1.2 *in respect of the payment of any Intermediate Amount as defined in the applicable Final Terms which cannot be in any case lower than an amount strictly positive (the **Minimum Intermediate Amount**)*

Pursuant to the provisions of Condition 3.2, the Issuer shall pay (1) on the Intermediate Payment Date an amount per Note equal to the Minimum Intermediate Amount and (2) on the Maturity Date an amount per Note, determined by the Calculation Agent, equal to the positive difference, if any, between:

(i) (a) the net positive cash amount that the Calculation Agent would be left with on the Intermediate Full Liquidation Date, as a result of liquidating the Intermediate Hedge Positions (*inter alia* by satisfying any obligations or liabilities in place with respect to or part of such Intermediate Hedge Positions, if any, with the liquidation proceeds of the assets of the Intermediate Hedge Positions) minus (b) the Associated Costs (the result of which, converted if necessary into the Specified Currency using the Relevant Spot Exchange Rate on the Intermediate Full Liquidation Date is a **Calculation Amount** for the purposes of this provision and of the Compounding Method) together with (c) interest that would have accrued on such Calculation Amount pursuant to the Compounding Method, during the period (which for the purposes of this provision and of the Compounding Method shall be a **Calculation Period**) between (x) the Intermediate Full Liquidation Date (included) and (y) the fourth Business Day preceding the Maturity Date (excluded),

provided however that

- in respect of Uncertificated Nordic Notes issued by an Issuer other than SG Issuer, cleared and settled through the Swedish Central Securities Depositary (Euroclear Sweden AB), the Finnish Central Securities Depositary (Euroclear Finland Ltd) or the Danish Central Securities Depositary, *Vaerdipapircentralen* (**VP**), all references to the word "fourth" in (y) above shall be deemed to be references to the word "twelfth",

- in respect of Uncertificated Nordic Notes issued by an Issuer other than SG Issuer, cleared and settled through the Norwegian Central Security Depositary (**Verdipapirsentralen**), all references to the word "fourth" in (y) above shall be deemed to be references to the word "tenth", and

- in respect of Uncertificated Nordic Notes issued by SG Issuer, cleared and settled through the Swedish Central Securities Depositary (Euroclear Sweden AB), all

references to the word "fourth" in (y) above shall be deemed to be references to the word "nineteenth", and

(ii) an amount equal to the Minimum Intermediate Amount.

For the avoidance of doubt, the liquidation proceeds of any assets held by the Calculation Agent as Intermediate Hedge Positions shall be deemed to be used in priority to extinguish any liability, if any, incurred by the Calculation Agent under its Intermediate Hedge Positions and the Calculation Amount mentioned above can be as low as zero.

3.2.2 Monetisation of any Optional Redemption Amount

3.2.2.1 *In respect of the redemption of Notes whose Optional Redemption Amount as defined in the applicable Final Terms could be as low as zero*

Pursuant to the provisions of Condition 3.2, the Issuer shall pay on the Maturity Date an amount per Note, determined by the Calculation Agent, based on (a) the net positive cash amount that the Calculation Agent would be left with on the Optional Full Liquidation Date, as a result of liquidating the Optional Hedge Positions (*inter alia* by satisfying any obligations or liabilities in place with respect to or part of such Optional Hedge Positions, if any, with the liquidation proceeds of the assets of the Optional Hedge Positions) minus (b) the Associated Costs (the result of which, converted if necessary into the Specified Currency using the Relevant Spot Exchange Rate on the Optional Full Liquidation Date, is a **Calculation Amount** for the purposes of this provision and of the Compounding Method) together with (c) interest that would have accrued on such Calculation Amount pursuant to the Compounding Method, during the period (which for the purposes of this provision and of the Compounding Method shall be a **Calculation Period**) between (x) the Optional Full Liquidation Date (included) and (y) the fourth Business Day preceding the Maturity Date (excluded),

provided however that

- in respect of Uncertificated Nordic issued by an Issuer other than SG Issuer, cleared and settled through the Swedish Central Securities Depositary (Euroclear Sweden AB), the Finnish Central Securities Depositary (Euroclear Finland Ltd) or the Danish Central Securities Depositary, *Vaerdipapircentralen* (**VP**), all references to the word "fourth" in (y) above shall be deemed to be references to the word "twelfth",

- in respect of Uncertificated Nordic Notes issued by an Issuer other than SG Issuer, cleared and settled through the Norwegian Central Security Depositary (**Verdipapirsentralen**), all references to the word "fourth" in (y) above shall be deemed to be references to the word "tenth", and

- in respect of Uncertificated Nordic Notes issued by SG Issuer, cleared and settled through the Swedish Central Securities Depositary (Euroclear Sweden AB), all references to the word "fourth" in (y) above shall be deemed to be references to the word "nineteenth".

For the avoidance of doubt, the liquidation proceeds of any assets held by the Calculation Agent as Optional Hedge Positions shall be deemed to be used in priority to extinguish any liability, if any, incurred by the Calculation Agent under its Optional Hedge Positions and the Calculation Amount mentioned above can be as low as zero; or

3.2.2.2 *in respect of the redemption of Notes whose Optional Redemption Amount as defined in the applicable Final Terms cannot be in any case lower than an amount strictly positive (the* ***Optional Minimum Redemption Amount****)*

Pursuant to the provisions of Condition 3.2, the Issuer shall pay (1) on the Optional Redemption Date an amount per Note equal to the Optional Minimum Redemption Amount and (2) on the Maturity Date an amount per Note, determined by the Calculation Agent, equal to the positive difference, if any, between:

(i) (a) the net positive cash amount that the Calculation Agent would be left with on the Optional Full Liquidation Date, as a result of liquidating, the Optional Hedge Positions (*inter alia* by satisfying any obligations or liabilities in place with respect to or part of such Optional Hedge Positions, if any, with the liquidation proceeds of the assets of the Optional Hedge Positions) minus (b) the Associated Costs (the result of which, converted if necessary into the Specified Currency using the Relevant Spot Exchange Rate on the Optional Full Liquidation Date is a **Calculation Amount** for the purposes of this provision and of the Compounding Method) together with (c) interest that would have accrued on such Calculation Amount pursuant to the Compounding Method, during the period (which for the purposes of this provision and of the Compounding Method shall be a **Calculation Period**) between (x) the Optional Full Liquidation Date (included) and (y) the fourth Business Day preceding the Maturity Date (excluded),

provided however that

- in respect of Uncertificated Nordic Notes issued by an Issuer other than SG Issuer, cleared and settled through the Swedish Central Securities Depositary (Euroclear Sweden AB), the Finnish Central Securities Depositary (Euroclear Finland Ltd) or the Danish Central Securities Depositary, *Vaerdipapircentralen* (**VP**), all references to the word "fourth" in (y) above shall be deemed to be references to the word "twelfth",

- in respect of Uncertificated Nordic Notes issued by an Issuer other than SG Issuer, cleared and settled through the Norwegian Central Security Depositary (**Verdipapirsentralen**), all references to the word "fourth" in (y) above shall be deemed to be references to the word "tenth", and

- in respect of Uncertificated Nordic Notes issued by SG Issuer, cleared and settled through the Swedish Central Securities Depositary (Euroclear Sweden AB), all references to the word "fourth" in (y) above shall be deemed to be references to the word "nineteenth", and

(ii) an amount equal to the Optional Minimum Redemption Amount.

For the avoidance of doubt, the liquidation proceeds of any assets held by the Calculation Agent as Optional Hedge Positions shall be deemed to be used in priority to extinguish any liability, if any, incurred by the Calculation Agent under its Optional Hedge Positions and the Calculation Amount mentioned above can be as low as zero;

3.2.3 Monetisation of the Final Redemption Amount

3.2.3.1 *In respect of the redemption of Notes whose Final Redemption Amount as defined in the applicable Final Terms could be as low as zero*

Pursuant to the provisions of Condition 3.2, the Issuer shall pay on the Maturity Date an amount per Note, determined by the Calculation Agent, based on (a) the net positive cash amount that the Calculation Agent would be left with on the Full Liquidation Date, as a result of liquidating the Hedge Positions (*inter alia* by satisfying any obligations or liabilities in place with respect to or part of such Hedge Positions, if any, with the liquidation proceeds of the assets of the Hedge Positions) minus (b) the Associated Costs (the result of which, converted if necessary into the Specified Currency using the Relevant Spot Exchange Rate on the Full Liquidation Date, is a **Calculation Amount** for the purposes of this provision and of the Compounding Method) together with (c) interest that would have accrued on such Calculation Amount pursuant to the Compounding Method, during the period (which for the

purposes of this provision and of the Compounding Method shall be a **Calculation Period**) between (x) the Full Liquidation Date (included) and (y) the fourth Business Day preceding the Maturity Date (excluded),

provided however that

- in respect of Uncertificated Nordic Notes issued by an Issuer other than SG Issuer, cleared and settled through the Swedish Central Securities Depositary (Euroclear Sweden AB), the Finnish Central Securities Depositary (Euroclear Finland Ltd) or the Danish Central Securities Depositary, *Vaerdipapircentralen* (**VP**), all references to the word "fourth" in (y) above shall be deemed to be references to the word "twelfth",

- in respect of Uncertificated Nordic Notes issued by an Issuer other than SG Issuer, cleared and settled through the Norwegian Central Security Depositary (**Verdipapirsentralen**), all references to the word "fourth" in (y) above shall be deemed to be references to the word "tenth", and

- in respect of Uncertificated Nordic Notes issued by SG Issuer, cleared and settled through the Swedish Central Securities Depositary (Euroclear Sweden AB), all references to the word "fourth" in (y) above shall be deemed to be references to the word "nineteenth".

For the avoidance of doubt, the liquidation proceeds of any assets held by the Calculation Agent as Hedge Positions shall be deemed to be used in priority to extinguish any liability, if any, incurred by the Calculation Agent under its Hedge Positions and the Calculation Amount mentioned above can be as low as zero; or

3.2.3.2 *in respect of the redemption of Notes whose Final Redemption Amount as defined in the applicable Final Terms cannot be in any case lower than an amount strictly positive (the **Minimum Redemption Amount**)*

Pursuant to the provisions of Condition 3.2, the Issuer shall pay on the Maturity Date an amount per Note, determined by the Calculation Agent, equal to the sum of (1) the Minimum Redemption Amount and (2) an amount, equal to the positive difference, if any, between:

(i) (a) the net positive cash amount that the Calculation Agent would be left with on the Full Liquidation Date, as a result of liquidating, the Hedge Positions (*inter alia* by satisfying any obligations or liabilities in place with respect to or part of such Hedge Positions, if any, with the liquidation proceeds of the assets of the Hedge Positions) minus (b) the Associated Costs (the result of which, converted if necessary into the Specified Currency using the Relevant Spot Exchange Rate on the Full Liquidation Date, is a **Calculation Amount** for the purposes of this provision and of the Compounding Method) together with (c) interest that would have accrued on such Calculation Amount pursuant to the Compounding Method, during the period (which for the purposes of this provision and of the Compounding Method shall be a **Calculation Period**) between (x) the Full Liquidation Date (included) and (y) the fourth Business Day preceding the Maturity Date (excluded),

provided however that

- in respect of Uncertificated Nordic Notes issued by an Issuer other than SG Issuer, cleared and settled through the Swedish Central Securities Depositary (Euroclear Sweden AB), the Finnish Central Securities Depositary (Euroclear Finland Ltd) or the Danish Central Securities Depositary, *Vaerdipapircentralen* (**VP**), all references to the word "fourth" in (y) above shall be deemed to be references to the word "twelfth",
- in respect of Uncertificated Nordic Notes issued by an Issuer other than SG Issuer, cleared and settled through the Norwegian Central Security Depositary (**Verdipapirsentralen**), all

references to the word "fourth" in (y) above shall be deemed to be references to the word "tenth", and

- in respect of Uncertificated Nordic Notes issued by SG Issuer, cleared and settled through the Swedish Central Securities Depositary (Euroclear Sweden AB), all references to the word "fourth" in (y) above shall be deemed to be references to the word "nineteenth", and

(ii) an amount equal to the Minimum Redemption Amount.

For the avoidance of doubt, the liquidation proceeds of any assets held by the Calculation Agent as Hedge Positions shall be deemed to be used in priority to extinguish any liability, if any, incurred by the Calculation Agent under its Hedge Positions and the Calculation Amount mentioned above can be as low as zero.

3.2.4 Definitions specific to the Monetisation until the Maturity Date

Adjusted Calculation Amount means (a) in respect of the first Compounding Period of a Calculation Period, the Calculation Amount for that Calculation Period and (b) in respect of any succeeding Compounding Period in that Calculation Period, an amount equal to the sum of the Calculation Amount for that Calculation Period and the Compounding Period Amounts for each of the previous Compounding Periods in that Calculation Period;

Associated Costs means an amount determined by the Calculation Agent in its reasonable discretion equal to the sum of (without duplication) all costs (including, without limitation, cost of funding), losses, expenses, tax and duties incurred by the Calculation Agent in connection with the termination, liquidation or re-establishment of the Intermediate Hedge Positions, the Optional Hedge Positions, and/or the Hedge Positions, as the case may be, such amount to be apportioned pro rata amongst the Specified Denomination of each outstanding Note.

Compounding Date means, in respect of a Calculation Period, each Business Day of such Calculation Period;

Compounding Method means, when interest is specified herein as accruing pursuant to the Compounding Method, that the amount of interest shall be equal to the sum of the Compounding Period Amounts for each Compounding Period in the related Calculation Period,

Compounding Period means, in respect of a Calculation Period, each period from and including a Compounding Date to but excluding the immediately following Compounding Date during that Calculation Period;

Compounding Period Amount means, in respect of a Compounding Period, the product of (a) the Adjusted Calculation Amount, (b) the Compounding Rate and (c) the Day Count Fraction;

Compounding Rate means, in respect of a Compounding Period Amount, the interbank overnight rate in the Specified Currency as determined by the Calculation Agent on the first day of the relevant Compounding Period; the specific Compounding Rate used in respect of a Specified Currency shall be available at the office of the Calculation Agent from the first day of a Calculation Period; and

Day Count Fraction means, for the purposes of Compounding Method above, the exact number of days in a Compounding Period (the first included and the last excluded), divided by 360.

Full Liquidation Date means, in respect of the Maturity Date, the date on which the liquidation proceeds of the Hedge Positions (including *inter alia* by satisfying any obligations or liabilities in place with respect to or part of such Hedge Positions, if any, with the liquidation proceeds of the assets of such Hedge Positions) are deemed, as determined by the Calculation Agent, to be fully received by the Calculation Agent.

Hedge Positions means any purchase, sale, entry into or maintenance, by the Calculation Agent, of one or more (a) positions or contracts in securities, options, futures, derivatives, interest rate transactions or foreign exchange transactions, (b) securities lending/borrowing transactions, (c) cash deposits or cash borrowings and/or (d) other instruments, arrangements, assets or liabilities howsoever described, in order to hedge individually or on a portfolio basis, the part of the Issuer's obligations under the Notes linked to or indexed to the relevant Underlying(s) due on the Maturity Date apportioned pro rata to each outstanding Note provided that, if the Intermediate Full Liquidation Date and/or the Optional Full Liquidation Date has not occurred on or before the fourth Business Day preceding the Maturity Date, then Hedge Positions will include the Intermediate Hedge Positions and/or the Optional Hedge Positions,

provided further that

(i) in respect of Uncertificated Nordic Notes issued by an Issuer other than SG Issuer, cleared and settled through the Swedish Central Securities Depositary (Euroclear Sweden AB), the Finnish Central Securities Depositary (Euroclear Finland Ltd) or the Danish Central Securities Depositary, *Vaerdipapircentralen* (**VP**), all references to the word "fourth" above shall be deemed to be references to the word "twelfth",

(ii) in respect of Uncertificated Nordic Notes issued by an Issuer other than SG Issuer, cleared and settled through the Norwegian Central Security Depositary (**Verdipapirsentralen**), all references to the word "fourth" above shall be deemed to be references to the word "tenth", and

(iii) in respect of Uncertificated Nordic Notes issued by SG Issuer, cleared and settled through the Swedish Central Securities Depositary (Euroclear Sweden AB), all references to the word "fourth" above shall be deemed to be references to the word "nineteenth".

Intermediate Amount means either an Interest Amount or an Instalment Amount.

Intermediate Full Liquidation Date means, in respect of any Intermediate Payment Date, the date on which the liquidation proceeds of the Intermediate Hedge Positions (including *inter alia* by satisfying any obligations or liabilities in place with respect to or part of such Intermediate Hedge Positions, if any, with the liquidation proceeds of the assets of such Intermediate Hedge Positions) are deemed, as determined by the Calculation Agent, to be fully received by the Calculation Agent.

Intermediate Hedge Positions means any purchase, sale, entry into or maintenance, by the Calculation Agent, of one or more (a) positions or contracts in securities, options, futures, derivatives, interest rate transactions or foreign exchange transactions, (b) securities lending/borrowing transactions, (c) cash deposits or cash borrowings and/or (d) other instruments, arrangements, assets or liabilities howsoever described, in order to hedge individually or on a portfolio basis, the part of the Issuer's obligations under the Notes linked to or indexed to the relevant Underlying(s) due on an Intermediate Payment Date, apportioned pro rata to each outstanding Note.

Intermediate Payment Date means either an Interest Payment Date or an Instalment Date specified as such in the Final Terms of the relevant Notes.

Maturity Date means the date specified as such in the Final Terms of the relevant Notes.

Optional Redemption Amount means the amount specified as such in the Final Terms of the relevant Notes.

Optional Redemption Date means the date specified as such in the Final Terms of the relevant Notes.

Optional Full Liquidation Date means, in respect of an Optional Redemption Date, the date on which the liquidation proceeds of the Optional Hedge Positions (including inter alia by satisfying any obligations or liabilities in place with respect to or part of such Optional Hedge Positions, if any, with the liquidation proceeds of the assets of such Optional Hedge Positions) are deemed, as determined by the Calculation Agent, to be fully received by the Calculation Agent.

Optional Hedge Positions means any purchase, sale, entry into or maintenance, by the Calculation Agent, of one or more (a) positions or contracts in securities, options, futures, derivatives, interest rate transactions or foreign exchange transactions, (b) securities lending/borrowing transactions, (c) cash deposits or cash borrowings and/or (d) other instruments, arrangements, assets or liabilities howsoever described, in order to hedge individually or on a portfolio basis, the part of the Issuer's obligations under the Notes linked to or indexed to the relevant Underlying(s) due on an Optional Redemption Date, apportioned pro rata to each outstanding Note.

Relevant Spot Exchange Rate means in respect of a date and an amount to be converted in the Specified Currency, the rate of exchange of the currency in which such amount is denominated into the Specified Currency used to convert such amount on such date into the Specified Currency as determined by the Calculation Agent.

3.3 Hedging Disruption, Increased Cost of Hedging and consequences - Change in Law and consequences

3.3.1 Hedging Disruption and Increased Cost of Hedging

Hedging Disruption means, in respect of Notes that have one or more Index(ices) as Underlying(s), that Société Générale or one of its affiliates is unable, after using commercially reasonable efforts, to either (a) acquire, establish, re-establish, substitute, maintain, unwind or dispose of any transaction(s) or asset(s) it deems necessary to hedge the equity price risk (or any other relevant price risk including, but not limited to, the currency risk) of entering into and performing its obligations with respect to the Notes or the agreement entered into with Société Générale by the Issuer of the Notes; or (b) freely realize, recover, receive, repatriate, remit or transfer the proceeds of Hedge Positions as the case may be between accounts within the jurisdiction of the Hedge Positions (the **Affected Jurisdiction**) or from accounts within the Affected Jurisdiction to accounts outside of the Affected Jurisdiction.

Increased Cost of Hedging means, in respect of Notes that have one or more Index(ices)as Underlying(s), that Société Générale or one of its affiliates would incur a materially increased (as compared with circumstances existing on the date(s) on which Société Générale enters into the Hedge Positions in respect of the Notes) amount of tax, duty, expense or fee (other than brokerage commissions) to (a) acquire, establish, re-establish, substitute, maintain, unwind or dispose of any transaction(s) or asset(s) it deems necessary to hedge the equity price risk of entering into and performing its obligations with respect to the Notes or (b) freely realize, recover or remit the proceeds of its Hedge Positions.

In case of the occurrence of a Hedging Disruption or an Increased Cost of Hedging relating to an Index (the **Affected Underlying**), the Calculation Agent may:

A. consider such event as an event triggering an early redemption of the Notes (hereafter, an **Early Redemption Event**). In that case where an Early Redemption Event occurs, the Issuer shall terminate its obligations under the Notes and shall pay or cause to be paid an Early Redemption Amount on the basis of the Market Value as defined in English law Condition 5.8 and French law Condition 5.8; or

B. replace the Affected Underlying by a new underlying which is representative of the same economic or geographic sector and which, in case of a SGI Index, will be a Similar Index; or

C. apply the Monetisation until the Maturity Date (as defined above).

3.3.2 Change in Law

Change in Law means in respect of Notes that have one or more Index(ices) as Underlying(s) that, on or after the first to occur of (a) the Issue Date and (b) the first Valuation Date of the Notes (i) due to the adoption of any change in any applicable law or regulation (including without limitation, any tax law) or

(ii) due to the promulgation of or any change in the interpretation by any court, tribunal or regulatory authority with competent jurisdiction of any applicable law or regulation (including any action taken by a taxing authority), the Calculation Agent determines in good faith that it has become illegal for Société Générale or one of its affiliates to hold, acquire or dispose of Hedge Positions or to maintain the agreement entered into with Société Générale or one of its affiliates by the Issuer of the Notes, relating to the Underlying of the Notes (the **Affected Underlying**).

Upon the occurrence, in the determination of the Calculation Agent, on or prior to the last Valuation Date or the last Averaging Date of a Change in Law, then the Calculation Agent will decide with regard to the Affected Underlying by such Change in Law, either:

A. consider such event as an event triggering an early redemption of the Notes (hereafter, an **Early Redemption Event**). In that case where an Early Redemption Event occurs, the Issuer shall terminate its obligations under the Notes and shall pay or cause to be paid an Early Redemption Amount on the basis of the Market Value as defined in English law Condition 5.8 and French law Condition 5.8; or

B. replace the Affected Underlying by a new underlying which is representative of the same economic or geographic sector; or

C. apply the Monetisation until the Maturity Date (as defined above).

ADDITIONAL TERMS AND CONDITIONS FOR SGI INDEX LINKED NOTES

1. GENERAL DEFINITIONS

Averaging Date means, in respect of a Valuation Date and a SGI Index, each date specified as such in the applicable Final Terms for the purpose of determining an average (or if such date is not a Scheduled Trading Day, the next following Scheduled Trading Day) unless such day is a Disrupted Day in which case it shall be postponed pursuant to the provisions of Condition 2 below.

Basket means a basket composed of the SGI Indices (each an Underlying) in the relative proportions or numbers of SGI Indices specified in the applicable Final Terms.

Business Day means a "Business Day" as defined in English law Condition 3 and in French law Condition 3, determined on the basis of the Specified Currency of the relevant Notes.

Calculation Agent has the meaning given to that expression in English law Condition 10 and French law Condition 10.

Closing Price means the official closing level of the SGI Index published by the Index Calculation Agent on the relevant Valuation Date.

Commodity Disruption Event means, with respect to a Commodity Instrument, any event that, in the reasonable opinion of the Calculation Agent, disrupts or impairs the determination of the price of such Commodity Instrument for a Valuation Date, and includes, without limitation:

A. the failure by the relevant price source to make public the relevant price for a Valuation Date, or the temporary or permanent discontinuance or unavailability of the price source.

B. the material suspension of trading or the material limitation imposed on trading (whether by reason of movements in price reaching the limits established by the relevant Exchange within which the price of the relevant futures contract may fluctuate or otherwise) in the relevant Commodity Instrument on the relevant Exchange.

Commodity Instrument means an article of trade or commerce such as aluminium, crude oil, cocoa, corn, cotton, copper, milk, emissions allowances, cattle, gas oil, gold, silver, heating oil, coffee, wheat, lean hogs, natural gas, nickel, orange juice, lead, palladium, platinum, sugar, soybean, and more generally any commodity, any index on the aforementioned or any other similar instrument specified in the Index Rules.

Debt Instrument means a bond (including a structured bond), a note (including an Euro Medium Term Note), a money market instrument such as a certificate of deposit, a promissory note, a bill, a deposit, and more generally any other debt instrument representing a debt of an issuer, any index on the aforementioned or any other similar instrument specified in the Index Rules.

Debt Disruption Event or **Derivatives and Other Instrument Disruption Event** means the occurrence of any of the following events (a) the non-publication of the closing levels or market value of the relevant Debt Instrument or Derivatives and Other Instrument, (b) the suspension or limitation imposed on trading on the over-the-counter, organized or Regulated Market(s) on which the relevant Debt Instrument or Derivatives and Other Instrument is traded, (c) any event that disrupts or impairs the ability of market participants in general to effect transactions in, or obtain market values for, the Debt Instrument or Derivatives and Other Instrument on the over-the-counter, organized or Regulated Market(s) on which the relevant Debt Instrument or Derivatives and Other Instrument is traded, (d) the unforeseen early closure of the organized or Regulated Market(s) on which the relevant Debt Instrument or Derivatives and Other Instrument is traded, or (e) the redemption, cancellation or permanent discontinuance of the relevant Debt Instrument or Derivatives and Other Instrument.

Derivatives and Other Instrument means a warrant, an over-the-counter swap, a future or option, a future or option or other contract traded on a regulated or organized market, an index on the aforementioned regardless of the underlying of such Derivatives and Other Instrument, or any other similar instrument specified in the Index Rules.

Disrupted Day means any Scheduled Trading Day on which a Market Disruption Event occurs.

Equity Disruption Event means:

- in respect of an Equity Instrument that is a Share or an ETF or an index on the aforementioned or any other similar instrument specified in the Index Rules, the occurrence or existence of (a) a Trading Disruption, (b) an Exchange Disruption which, in either case, the Calculation Agent determines is material, at any time during the one hour period that ends at the relevant Valuation Time or (c) an Early Closure. For the purpose hereof:

  A. **Trading Disruption** means any suspension of or limitation imposed on trading by the relevant Exchange or Related Exchange or otherwise and whether by reason of movements in price exceeding limits permitted by the relevant Exchange or Related Exchange or otherwise (a) relating to Shares on the relevant Exchange(s), or (b) futures or options contracts on any relevant Related Exchange relating to (i) Shares (which Shares in the case of (a) and (b)(i) comprise 20 per cent. or more of the level of the SGI Index, either directly or indirectly through an Underlying Index or an index that is an Index Component of an Underlying Index) or (ii) one or more Underlying Indices or one or more indices that is/are Index Component(s) of an Underlying Index;

  B. **Exchange Disruption** means any event (other than an Early Closure) that disrupts or impairs (as determined by the Calculation Agent) the ability of market participants in general to effect transactions in, or obtain market values for (a) Shares on the relevant Exchange(s) or (b) futures or options contracts on any relevant Related Exchange, relating to (i) Shares (which Shares in the case of (a) and (b)(i) comprise 20 per cent. or more of the level of the SGI Index, either directly or indirectly through an Underlying Index or an index that is an Index Component of an Underlying Index) or (ii) one or more Underlying Indices or one or more indices that is/are Index Component(s) of an Underlying Index;

  C. **Early Closure** means the closure on any Exchange Business Day of:

     (a) any relevant Exchange(s) relating to Shares that comprise 20 per cent. or more of the level of the SGI Index (either directly or indirectly through an Underlying Index or an index that is an Index Component of an Underlying Index) or;

     (b) any Related Exchange for futures or options contracts relating to (i) Shares that comprise 20 per cent. or more of the level of the SGI Index (either directly or indirectly through an Underlying Index or an index that is an Index Component of an Underlying Index) or (ii) one or more Underlying Indices or one or more indices that is/are Index Component(s) of an Underlying Index,

  prior to its Scheduled Closing Time unless such earlier closing is announced by such Exchange or Related Exchange (as the case may be) at least one hour prior to the earlier of (x) the actual closing time for the regular trading session on such Exchange or Related Exchange (as the case may be) on such Exchange Business Day and (y) the submission deadline for orders to be entered into the Exchange or Related Exchange system for execution at the relevant Valuation Time on such Exchange Business Day; and,

- in respect of an Equity Instrument that is a Fund or an index on the aforementioned or any other similar instrument specified in the Index Rules, the occurrence or the likely occurrence, as

determined by the Calculation Agent, of (a) Calculation and/or Publication Disruption, (b) Fund Settlement Disruption, or (c) NAV Determination Disruption Event. For the purpose hereof :

A. **Calculation and/or Publication Disruption** means the occurrence of an event, beyond the control of a Hypothetical Investor (including in case of any gate, deferral, suspension or other provisions in the Fund Documents permitting the Fund to delay or refuse subscription and/or redemption orders) which precludes the calculation and/or publication of the official net asset value per Fund Unit by the Fund (or the Fund Service Provider generally in charge of calculating such official net asset value); or

B. **Fund Settlement Disruption** means a failure by the Fund to pay in cash the full amount of the redemption proceeds on the date by which the Fund was scheduled to have paid such amount and which, in the determination of the Calculation Agent, makes it impossible or impracticable for the Calculation Agent to determine the net asset value of such Fund, including without limitation due to (a) the transfer of all illiquid assets of such Fund to a dedicated fund, account or structure pending the liquidation of such assets for the benefit of existing holders of the Fund Units (side pocket), (b) the restriction on the amount or number of redemptions orders that the Fund (or the Fund Service Provider generally in charge of accepting redemption orders) will accept in relation to a single date on which the Fund normally accepts redemption orders (a gate), (c) the suspension for any reason of the subscription or redemption orders by the Fund (or the Fund Service Provider generally in charge of accepting subscription and redemption orders), or (d) the postponement of the payment of the balance of redemption proceeds to a date occurring after the financial statements of the Fund have been reviewed by the Fund's statutory auditors (holdback), in each case whether these events are imposed by the Fund without being envisaged in the Fund Documents on the Issue Date of the Notes or are already envisaged by the Fund Documents on the Issue Date of the Notes and are solely implemented by the Fund after such date; or

C. **NAV Determination Disruption Event** means the occurrence of any event (beyond the control of a Hypothetical Investor) other than the events mentioned in "*Calculation and/or Publication Disruption*" in (a) above or "*Fund Settlement Disruption*" in (b) above affecting such Fund which, in the determination of the Calculation Agent, makes it impossible or impracticable for the Calculation Agent to determine the net asset value of such Fund.

Equity Instrument means (i) a Share or (ii) a Fund or (iii) an ETF or (iv) an index on the aforementioned or any other similar instrument specified in the Index Rules.

ETF means a Fund that is traded on an Exchange.

Exchange means the principal exchange or quotation system on which, in the good faith determination of the Calculation Agent, the relevant Index Components are traded and which offers the highest liquidity for such components, or any successor or substitute exchange or quotation system.

Exchange Business Day means, in respect of a SGI Index (or, in the case of a Basket of SGI Indices, each SGI Index observed separately), any Scheduled Trading Day on which the Index Calculation Agent publishes the Closing Price.

Fund means a share or a unit in a fund, an investment company or other pooled investment vehicle.

Fund Documents means, in respect of any Fund, the constitutive and governing documents, subscription agreements and other agreements of the Fund specifying the terms and conditions relating to such Fund.

Fund Service Provider means, in respect of any Fund, any person who is appointed to provide services, directly or indirectly, for that Fund, whether or not specified in the Fund Documents, including any fund investment adviser, fund administrator, manager, any person appointed in the role of

discretionary investment manager or non-discretionary investment adviser (including a non-discretionary investment adviser to a discretionary manager or another non-discretionary investment adviser) for such Fund (the **Fund Adviser**), trustee or similar person with the primary administrative responsibilities for such Fund, operator, management company, depository, custodian, sub-custodian, prime broker, registrar and transfer agent or domiciliary agent.

Fund Unit or **Unit** means, in respect of any Fund, a share of such Fund or, if interests in such Fund are not denominated as shares, a unit of account of ownership in such Fund.

Hedge Positions means any purchase, sale, entry into or maintenance, by Société Générale or one of its affiliate, of one or more (a) positions or contracts in securities, options, futures, derivatives, interest rate transactions or foreign exchange transactions, (b) securities lending/borrowing transactions, (c) any cash deposits or cash borrowing and/or (d) other instruments, arrangements, assets or liabilities howsoever described in order to hedge, individually or on a portfolio basis, the part of Société Générale or one of its affiliate's obligation under the Notes.

Hypothetical Hedge Positions means any purchase, sale, entry into or maintenance, by a Hypothetical Investor, of one or more (a) positions or contracts in Fund Units, options, futures, derivatives, interest rate transactions or foreign exchange transactions, (b) securities lending/borrowing transactions, (c) cash deposits or cash borrowings and/or (d) other instruments, arrangements, assets or liabilities howsoever described, in order to hedge individually or on a portfolio basis, the part of the Issuer's obligations under the Notes linked to or indexed to the relevant Fund Unit due on the Maturity Date apportioned pro rata to each outstanding Note provided that, if the Intermediate Full Liquidation Date and/or the Optional Full Liquidation Date has not occurred on or before the fourth Business Day preceding the Maturity Date, then Hypothetical Hedge Positions will include the Intermediate Hypothetical Hedge Positions and/or the Optional Hypothetical Hedge Positions,
provided further that
(i) in respect of Uncertificated Nordic Notes issued by an Issuer other than SG Issuer, cleared and settled through the Swedish Central Securities Depositary (Euroclear Sweden AB), the Finnish Central Securities Depositary (Euroclear Finland Ltd) or the Danish Central Securities Depositary, *Vaerdipapircentralen* (**VP**), all references to the word "fourth" above shall be deemed to be references to the word "twelfth",
(ii) in respect of Uncertificated Nordic Notes issued by an Issuer other than SG Issuer, cleared and settled through the Norwegian Central Security Depositary (**Verdipapirsentralen**), all references to the word "fourth" above shall be deemed to be references to the word "tenth", and
(iii) in respect of Uncertificated Nordic Notes issued by SG Issuer, cleared and settled through the Swedish Central Securities Depositary (Euroclear Sweden AB), all references to the word "fourth" above shall be deemed to be references to the word "nineteenth".

Hypothetical Investor means, with respect to the Hypothetical Hedge Positions, a hypothetical investor in such Hypothetical Hedge Positions (including the Fund Units), located in France (which for the avoidance of doubt may be Société Générale or one of its affiliates), and deemed, in respect of the Hypothetical Hedge Positions constituted by the Fund Units, to have (a) the benefits and obligations, as provided under the Fund Documents, of an investor holding Fund Units; (b) in the case of any deemed redemption of such Fund, to have submitted a Valid Order requesting redemption of Fund Units; and (c) in the case of any deemed investment in such Fund, to have submitted a Valid Order requesting subscription of Fund Units.

Index Calculation Agent means the entity in charge of calculating and publishing the SGI Index, if different from the Index Sponsor.

Index Component means an Equity Instrument, a Debt Instrument, a Commodity Instrument, a Derivatives and Other Instrument and/or a Market Data, as specified in the Index Rules. For the purposes of the Notes, the relevant Index Component(s) is/are an Equity Instrument, a Debt Instrument, a Commodity Instrument, a Derivatives and Other Instrument, Market Data, or any combination thereof

as specified in the Index Rules, which Index Component(s) may be modified from time to time pursuant to such Index Rules.

Index Component Event means the occurrence of any of the following events:

A. for a SGI Index in respect of which the Index Components comprise, without limitation, one or more Equity Instruments: the occurrence of an Equity Disruption Event in respect of one or more of these Equity Instruments; and

B. for a SGI Index in respect of which the Index Components comprise, without limitation, one or more Commodity Instruments: the occurrence of a Commodity Disruption Event in respect of one or more of these Commodity Instruments; and

C. for a SGI Index in respect of which the Index Components comprise, without limitation, one or more Debt Instruments: the occurrence of a Debt Disruption Event in respect of one or more of these Debt Instruments; and

D. for a SGI Index in respect of which the Index Components comprise, without limitation, one or more Derivatives and Other Instruments: the occurrence of a Derivatives and Other Instrument Disruption Event in respect of one or more of these Derivatives and Other Instruments; and

E. for a SGI Index in respect of which the Index Components comprise, without limitation, one or more Market Data: the occurrence of a Market Data Disruption Event in respect of one or more of these Market Data; and

F. for a SGI Index in respect of which the Index Components comprise, without limitation, one or more indices (each an **"Underlying Index**") and:

   (a) if the Underlying Index comprises, without limitation, one or more Equity Instruments: the occurrence of an Equity Disruption Event in respect of one or more of these Equity Instruments; and

   (b) if the Underlying Index comprises, without limitation, one or several Commodity Instruments: the occurrence of a Commodity Disruption Event in respect of one or more of these Commodity Instruments; and

   (c) if the Underlying Index comprises, without limitation, one or more Debt Instruments: the occurrence of a Debt Disruption Event in respect of one or more of these Debt Instruments; and

   (d) if the Underlying Index comprises, without limitation, one or more Derivatives and Other Instruments: the occurrence of a Derivatives and Other Instrument Disruption Event in respect of one or more of these Derivatives and Other Instruments; and

   (e) if the Underlying Index comprises, without limitation, one or more Market Data: the occurrence of a Market Data Disruption Event in respect of one or more of these Market Data;

even if the Closing Price of the SGI Index is published by the Index Calculation Agent on the day on which such event(s) occur(s).

Index Rules means the index rules available either online on the website www.sgindex.com, as supplemented as the case may be, by the relevant Global Index Methodology as supplemented by the relevant SGI Index rules, both as may be amended, supplemented or superseded from time to time. A summary of the Index Rules applicable to the SGI Index is available either online on the website www.sgindex.com, or if not online, upon written request made to the Index Sponsor.

Index Sponsor means the entity specified in the applicable Final Terms or in the Index Rules that (a) is responsible for setting and reviewing the rules and procedures and the methods of calculation and adjustments, if any, related to the relevant SGI Index and/or (b) announces (directly or through an Index Calculation Agent) the level of the relevant SGI Index on a regular basis.

Intermediate Full Liquidation Date means, in respect of any Intermediate Payment Date, the date on which the liquidation proceeds of the Intermediate Hypothetical Hedge Positions (including *inter alia* by satisfying any obligations or liabilities in place with respect to or part of such Intermediate Hypothetical Hedge Positions, if any, with the liquidation proceeds of the assets of such Intermediate Hypothetical Hedge Positions) are deemed, as determined by the Calculation Agent, to be fully received by the Hypothetical Investor.

Intermediate Hypothetical Hedge Positions means any purchase, sale, entry into or maintenance, by a Hypothetical Investor, of one or more (a) positions or contracts in Fund Units, options, futures, derivatives, interest rate transactions or foreign exchange transactions, (b) securities lending/borrowing transactions, (c) cash deposits or cash borrowings and/or (d) other instruments, arrangements, assets or liabilities howsoever described, in order to hedge individually or on a portfolio basis, the part of the Issuer's obligations under the Notes linked to or indexed to the relevant Fund Unit due on an Intermediate Payment Date, apportioned pro rata to each outstanding Note.

Intermediate Payment Date means either an Interest Payment Date or an Instalment Date specified as such in the Final Terms of the relevant Notes.

Market Data means a rate (including an interest rate, a foreign exchange rate or a swap rate), a spread, or any other data specified in the Index Rules.

Market Data Disruption Event means the non-publication of the level of the relevant Market Data.

Market Disruption Event means the occurrence of any of the following events which has a material effect on the Notes as determined by the Calculation Agent: (a) the non-publication of the Closing Price other than as a result of an Index Disruption (as defined below in "*Adjustments and Events relating to SGI Indices*") in Part 2 below, or (b) an Index Component Event.

Optional Full Liquidation Date means, in respect of an Optional Redemption Date, the date on which the liquidation proceeds of the Optional Hypothetical Hedge Positions (including inter alia by satisfying any obligations or liabilities in place with respect to or part of such Optional Hypothetical Hedge Positions, if any, with the liquidation proceeds of the assets of such Optional Hypothetical Hedge Positions) are deemed, as determined by the Calculation Agent, to be fully received by the Hypothetical Investor.

Optional Hypothetical Hedge Positions means any purchase, sale, entry into or maintenance, by a Hypothetical Investor, of one or more (a) positions or contracts in Fund Units, options, futures, derivatives, interest rate transactions or foreign exchange transactions, (b) securities lending/borrowing transactions, (c) cash deposits or cash borrowings and/or (d) other instruments, arrangements, assets or liabilities howsoever described, in order to hedge individually or on a portfolio basis, the part of the Issuer's obligations under the Notes linked to or indexed to the relevant Fund Unit due on an Optional Redemption Date, apportioned pro rata to each outstanding Note.

Optional Redemption Date means the date specified as such in the Final Terms of the relevant Notes.

Related Exchange means each exchange or quotation system where, in the good faith determination of the Calculation Agent, trading has a material effect on the overall market for futures and options relating to the relevant Index Components, or any successor or substitute exchange or quotation system.

Scheduled Closing Time means, in respect of an Exchange or Related Exchange, the scheduled weekday closing time of such Exchange or Related Exchange, without regard to after hours or any other trading outside of the regular trading session hours.

Scheduled Trading Day means, in respect of a SGI Index, any day on which the Index Calculation Agent is scheduled to publish the Closing Price pursuant to the Index Rules.

SGI Index means the Société Générale index (or the SGI Indices in case of a Basket) specified as Underlying in the applicable Final Terms, subject to adjustments pursuant to the provisions of "*Adjustments and Events relating to SGI Indices*" below.

Share means a share of a company.

Similar Index means an index whose "main characteristics" are similar to those of the SGI Index, in the determination of the Calculation Agent. The "main characteristics" of an index comprise, without limitation, its strategy, its currency, the asset class and the geographical or economical sectors reflected in such index.

Type of Return means “Excess Return”, “Modified Price Return”, “Net Total Return”, “Price Return”, “Total Return”, “Total Return – Synthetic Dividend” or “Other Return”, as specified in the Index Rules where:

Excess Return means that the SGI Index reflects:

(i) the performance differential (whether positive or negative) of its underlying portfolio relative to the money market rate, which namely means that in case of a portfolio performance in line with the money market rate, the SGI Index performance will be zero; or

(ii) the performance of its underlying portfolio, being a net cash neutral portfolio of purchasing and / or selling positions, which namely means that in case of the absence of performance from these aggregated positions, the SGI Index performance will be zero and the SGI Index will not deliver the money market rate.

Modified Price Return means that the SGI Index reflects the performance of a variable exposure (which can be higher or lower than 100%) to an index where the Type of Return of such index is Price Return

Net Total Return means that the SGI Index reflects the performance of its underlying portfolio including reinvestment of any dividends, interests and other income after the deduction of any tax in respect such dividends, interests and other income.

Price Return means that the SGI Index reflects the performance of its underlying portfolio excluding reinvestment of any dividends, interests and other income.

Total Return means that the SGI Index reflects the performance of its underlying portfolio including reinvestment of any dividends, interests and other income before the deduction of any tax in respect such dividends, interests and other income.

Total Return – Synthetic Dividend means that the SGI Index reflects the performance of its underlying portfolio including reinvestment of all dividends, interests and other income after the deduction of a fixed or formula-based dividend.

Other Return means the return as described in the Index Rules.

Valid Order means a valid and timely subscription or redemption order sent to the Fund or the Fund Service Provider that generally accepts such order, in accordance with the subscription or redemption notice period and the relevant cut off time as set forth in the Fund Documents.

Valuation Date means each date specified as such in the applicable Final Terms (or, if such date is not a Scheduled Trading Day, the next following Scheduled Trading Day), unless such day is a Disrupted Day in which case it shall be postponed pursuant to the provisions of "*Consequences of Disrupted Days for a SGI Index*" in Part 2 below.

Valuation Time means the time on the relevant Valuation Date at which the Closing Price is published by the Index Calculation Agent pursuant to the Index Rules.

2. CONSEQUENCES OF DISRUPTED DAYS FOR A SGI INDEX

If any Valuation Date or Averaging Date specified in the applicable Final Terms (the **Scheduled Valuation Date or the Scheduled Averaging Date**) is a Disrupted Day for a SGI Index, then the Valuation Date or Averaging Date for such SGI Index shall be the first succeeding Scheduled Trading Day that is not a Disrupted Day in respect of that SGI Index, unless each of the eight Scheduled Trading Days immediately following the Scheduled Valuation Date or Averaging Date is a Disrupted Day. In that case:

A. the eighth Scheduled Trading Day shall be deemed to be the Valuation Date or Averaging Date, notwithstanding the fact that such day is a Disrupted Day, and

B. the Calculation Agent shall determine the level of the SGI Index on that eighth Scheduled Trading Day in accordance with the formula for and method of calculating that SGI Index last in effect prior to the occurrence of the first Disrupted Day, notwithstanding the fact that the Index Calculation Agent has published a Closing Price on such date.

Provided that if the SGI Index is included in a Basket, the hereabove provisions shall apply only to the SGI Index affected by the occurrence of a Disrupted Day and the Valuation Date or Averaging Date for each other underlying comprised in the Basket and not affected by a Disrupted Day shall be the Scheduled Valuation Date or the Scheduled Averaging Date.

Provided however that,

(a) if a Scheduled Averaging Date is a Disrupted Day, the Averaging Date shall be postponed pursuant to the provisions above to the first succeeding Scheduled Trading Day that is not a Disrupted Day provided it is not also a Scheduled Averaging Date; if on the eighth Scheduled Trading Day following the Scheduled Averaging Date a Scheduled Trading Day that is not a Disrupted Day nor another Scheduled Averaging Date has not occurred, then that eighth Scheduled Trading Day shall be deemed the Averaging Date (irrespective of whether that eighth Scheduled Trading Day is also a Scheduled Averaging Date), and the Calculation Agent shall make on that day the determinations described in (B) above, and the good faith estimate of the level of the SGI Index so calculated shall be deemed the Closing Price;

(b) notwithstanding the foregoing, a Valuation Date or an Averaging Date (postponed as the case may be pursuant to the provisions above) shall occur not later than the fourth Business Day before the date of any payment to be made under the Notes on the basis of determinations made on such Valuation Date or Averaging Date; if a Valuation Date or an Averaging Date (postponed as the case may be pursuant to the provisions above) would fall less than the fourth Business Day prior to the date of any payment to be made under the Notes on the basis of determinations made on such Valuation Date or Averaging Date, then that fourth Business Day shall be deemed the Valuation Date or Averaging Date and the Calculation Agent shall make, on that day the determinations described in (B) above at the latest as of the Valuation

Time on such fourth Business Day and the good faith estimate of the level of the SGI Index so calculated shall be deemed the Closing Price,

provided however that

(i) in respect of Uncertificated Nordic Notes issued by an Issuer other than SG Issuer, cleared and settled through the Swedish Central Securities Depositary (Euroclear Sweden AB), the Finnish Central Securities Depositary (Euroclear Finland Ltd) or the Danish Central Securities Depositary, *Vaerdipapircentralen* (**VP**), all references to the word "fourth" above shall be deemed to be references to the word "twelfth",

(ii) in respect of Uncertificated Nordic Notes issued by an Issuer other than SG Issuer, cleared and settled through the Norwegian Central Security Depositary (**Verdipapirsentralen**), all references to the word "fourth" above shall be deemed to be references to the word "tenth", and

(iii) in respect of Uncertificated Nordic Notes issued by SG Issuer, cleared and settled through the Swedish Central Securities Depositary (Euroclear Sweden AB), all references to the word "fourth" above shall be deemed to be references to the word "nineteenth".

3. ADJUSTMENTS, EVENTS, MONETISATION UNTIL THE MATURITY DATE, HEDGING DISRUPTION, INCREASED COST OF HEDGING AND CHANGE IN LAW RELATING TO SGI INDICES

3.1 Adjustments and Events relating to SGI Indices

3.1.1 Adjustments

A. If on any Scheduled Trading Day, a SGI Index is:

(a) not published by the relevant **Index Calculation Agent**, but is published by a successor index calculation agent (the **Successor Index Calculation Agent**), acceptable to the Calculation Agent; or

(b) replaced by a Similar Index,

then in each case that index published by the Successor Index Calculation Agent or Similar Index will be deemed to be the SGI Index so calculated and announced.

B. If, in the determination of the Calculation Agent:

(a) on or prior to any Valuation Date or Averaging Date, the relevant Index Sponsor and/or Index Calculation Agent announce(s) that it/they will make a material change in the formula for or the method of calculating that SGI Index or in any other way materially modifies that SGI Index (other than a modification prescribed in that formula or method to maintain that SGI Index in the event of changes in Index Components and other routine events) (an **Index Modification**); or

(b) the Index Sponsor permanently cancels the SGI Index and no Similar Index exists or the agreement between the Index Calculation Agent and the Index Sponsor is terminated (an **Index Cancellation**); or

(c) on any Valuation Date or Averaging Date, the Index Calculation Agent fails to publish the Closing Price of the SGI Index other than as a result of the occurrence of a Market Disruption Event (an **Index Disruption** and together with an Index Modification and an Index Cancellation, each an **Index Adjustment Event**);

then the Calculation Agent shall either:

(w) calculate the relevant formula used to determine an amount to be paid or whether a condition has occurred, if any, as described in the applicable Final Terms using, in lieu of a published level for the SGI Index, the level of that SGI Index on the relevant Valuation Date or Averaging Date as determined by the Calculation Agent in accordance with the formula for and method of calculating that SGI Index last in effect prior to that Index Adjustment Event, but using only those Index Components that comprised the SGI Index immediately prior to that Index Adjustment Event (other than those Index Components that have since then ceased to be listed on any relevant Exchange), and adjust, as the case may be, any of the relevant terms of the Notes; or

(x) replace the SGI Index by a Similar Index; or

(y) consider such Index Adjustment Event as an event triggering an early redemption of the Notes (hereafter an **Early Redemption Event**). In the case where an Early Redemption Event occurs, the Issuer shall terminate its obligations under the Notes and pay to each Noteholder as soon as possible after the occurrence of any of the events described in B.(a), B.(b) or B.(c) above, an Early Redemption Amount on the basis of Market Value as defined in English law Condition 5.8 and French law Condition 5.8; or

(z) apply the Monetisation until the Maturity Date (as defined below).

3.1.2 Stop-Loss Event relating to a SGI Index

If, on any Exchange Business Day after the initial Valuation Date (excluded) and before the last Valuation Date (included), the Closing Price of a SGI Index is affected by a decrease of 80 per cent. or more of its Closing Price on the initial Valuation Date (the **Affected SGI Index** and the event, the **Stop-Loss Event**), then the Calculation Agent may decide to:

A. substitute the Affected SGI Index by a Similar Index and will adjust any relevant terms of the Notes accordingly; or

B. continue with the Affected SGI Index; or

C. consider such event as an event triggering an early redemption of the Notes (hereafter an **Early Redemption Event**). In the case where an Early Redemption Event occurs, the Issuer shall terminate its obligations under the Notes and pay to each Noteholder, as soon as possible after the occurrence of the Stop-Loss Event, an Early Redemption Amount on the basis of Market Value as defined in English law Condition 5.8 and French law Condition 5.8; or

D. continue the Notes according to their terms.

3.1.3 Correction of the Closing Price of a SGI Index

In the event that any price or level published by the Index Calculation Agent and which is used for any calculation or determination made under the Notes is subsequently corrected and the correction is published and made available to the public by the Index Calculation Agent after the original publication but no later than four Business Days prior to the Maturity Date (or any payment date(s) determined in the applicable Final Terms), the Calculation Agent will determine the amount that is payable as a result of that correction, and, to the extent necessary, will adjust the terms of the Notes to account for such correction,

provided however that

(i) in respect of Uncertificated Nordic Notes issued by an Issuer other than SG Issuer, cleared and settled through the Swedish Central Securities Depositary (Euroclear Sweden AB), the Finnish

Central Securities Depositary (Euroclear Finland Ltd) or the Danish Central Securities Depositary, *Vaerdipapircentralen* (**VP**), all references to the word "four" above shall be deemed to be references to the word "twelve",

(ii) in respect of Uncertificated Nordic Notes issued by an Issuer other than SG Issuer, cleared and settled through the Norwegian Central Security Depositary (**Verdipapirsentralen**), all references to the word "four" above shall be deemed to be references to the word "ten", and

(iii) in respect of Uncertificated Nordic Notes issued by SG Issuer, cleared and settled through the Swedish Central Securities Depositary (Euroclear Sweden AB), all references to the word "four" above shall be deemed to be references to the word "nineteen".

3.2 Monetisation until the Maturity Date

Following the occurrence of an event giving rise to the Monetisation until the Maturity Date, the Issuer shall no longer be liable for the payment of (1) the Intermediate Amount(s) initially scheduled to be paid on any Intermediate Payment Date and/or (2) the Optional Redemption Amount on the Optional Redemption Date and/or (3) the Final Redemption Amount as defined in the applicable Final Terms on the Maturity Date, but instead will, in full and final satisfaction of its obligations, pay an amount described in Conditions 3.2.1, 3.2.2 or 3.2.3 below.

3.2.1 Monetisation of any Intermediate Amount

3.2.1.1 *In respect of the payment of any Intermediate Amount as defined in the applicable Final Terms which could be as low as zero*

Pursuant to the provisions of Condition 3.2, the Issuer shall pay on the Maturity Date an amount per Note, determined by the Calculation Agent, based on (a) the net positive cash amount that the Calculation Agent would be left with on the Intermediate Full Liquidation Date, as a result of liquidating the Intermediate Hedge Positions (*inter alia* by satisfying any obligations or liabilities in place with respect to or part of such Intermediate Hedge Positions, if any, with the liquidation proceeds of the assets of the Intermediate Hedge Positions) minus (b) the Associated Costs (the result of which, converted if necessary into the Specified Currency using the Relevant Spot Exchange Rate on the Intermediate Full Liquidation Date, is a **Calculation Amount** for the purposes of this provision and of the Compounding Method) together with (c) interest that would have accrued on such Calculation Amount pursuant to the Compounding Method, during the period (which for the purposes of this provision and of the Compounding Method shall be a **Calculation Period**) between (x) the Intermediate Full Liquidation Date (included) and (y) the fourth Business Day preceding the Maturity Date (excluded),

provided however that

- in respect of Uncertificated Nordic Notes issued by an Issuer other than SG Issuer, cleared and settled through the Swedish Central Securities Depositary (Euroclear Sweden AB), the Finnish Central Securities Depositary (Euroclear Finland Ltd) or the Danish Central Securities Depositary, *Vaerdipapircentralen* (**VP**), all references to the word "fourth" in (y) above shall be deemed to be references to the word "twelfth",

- in respect of Uncertificated Nordic Notes issued by an Issuer other than SG Issuer, cleared and settled through the Norwegian Central Security Depositary (**Verdipapirsentralen**), all references to the word "fourth" in (y) above shall be deemed to be references to the word "tenth", and

- in respect of Uncertificated Nordic Notes issued by SG Issuer, cleared and settled through the Swedish Central Securities Depositary (Euroclear Sweden AB), all references to the word "fourth" in (y) above shall be deemed to be references to the word "nineteenth".

For the avoidance of doubt, the liquidation proceeds of any assets held by the Calculation Agent as Intermediate Hedge Positions shall be deemed to be used in priority to extinguish any liability, if any, incurred by the Calculation Agent under its Intermediate Hedge Positions and the Calculation Amount mentioned above can be as low as zero; or

3.2.1.2 *in respect of the payment of any Intermediate Amount as defined in the applicable Final Terms which cannot be in any case lower than an amount strictly positive (the **Minimum Intermediate Amount**)*

Pursuant to the provisions of Condition 3.2, the Issuer shall pay (1) on the Intermediate Payment Date an amount per Note equal to the Minimum Intermediate Amount and (2) on the Maturity Date an amount per Note, determined by the Calculation Agent, equal to the positive difference, if any, between:

(i) (a) the net positive cash amount that the Calculation Agent would be left with on the Intermediate Full Liquidation Date, as a result of liquidating the Intermediate Hedge Positions (*inter alia* by satisfying any obligations or liabilities in place with respect to or part of such Intermediate Hedge Positions, if any, with the liquidation proceeds of the assets of the Intermediate Hedge Positions) minus (b) the Associated Costs (the result of which, converted if necessary into the Specified Currency using the Relevant Spot Exchange Rate on the Intermediate Full Liquidation Date is a **Calculation Amount** for the purposes of this provision and of the Compounding Method) together with (c) interest that would have accrued on such Calculation Amount pursuant to the Compounding Method, during the period (which for the purposes of this provision and of the Compounding Method shall be a **Calculation Period**) between (x) the Intermediate Full Liquidation Date (included) and (y) the fourth Business Day preceding the Maturity Date (excluded),

provided however that

- in respect of Uncertificated Nordic Notes issued by an Issuer other than SG Issuer, cleared and settled through the Swedish Central Securities Depositary (Euroclear Sweden AB), the Finnish Central Securities Depositary (Euroclear Finland Ltd) or the Danish Central Securities Depositary, *Vaerdipapircentralen* (**VP**), all references to the word “fourth” in (y) above shall be deemed to be references to the word “twelfth”,

- in respect of Uncertificated Nordic Notes issued by an Issuer other than SG Issuer, cleared and settled through the Norwegian Central Security Depositary (**Verdipapirsentralen**), all references to the word “fourth” in (y) above shall be deemed to be references to the word “tenth”, and

- in respect of Uncertificated Nordic Notes issued by SG Issuer, cleared and settled through the Swedish Central Securities Depositary (Euroclear Sweden AB), all references to the word “fourth” in (y) above shall be deemed to be references to the word “nineteenth”, and

(ii) an amount equal to the Minimum Intermediate Amount.

For the avoidance of doubt, the liquidation proceeds of any assets held by the Calculation Agent as Intermediate Hedge Positions shall be deemed to be used in priority to extinguish any liability, if any, incurred by the Calculation Agent under its Intermediate Hedge Positions and the Calculation Amount mentioned above can be as low as zero.

3.2.2 Monetisation of any Optional Redemption Amount

3.2.2.1 *In respect of the redemption of Notes whose Optional Redemption Amount as defined in the applicable Final Terms could be as low as zero*

Pursuant to the provisions of Condition 3.2, the Issuer shall pay on the Maturity Date an amount per Note, determined by the Calculation Agent, based on (a) the net positive cash amount that the Calculation Agent would be left with on the Optional Full Liquidation Date, as a result of liquidating the Optional Hedge Positions (*inter alia* by satisfying any obligations or liabilities in place with respect to or part of such Optional Hedge Positions, if any, with the liquidation proceeds of the assets of the Optional Hedge Positions) minus (b) the Associated Costs (the result of which, converted if necessary into the Specified Currency using the Relevant Spot Exchange Rate on the Optional Full Liquidation Date, is a **Calculation Amount** for the purposes of this provision and of the Compounding Method) together with (c) interest that would have accrued on such Calculation Amount pursuant to the Compounding Method, during the period (which for the purposes of this provision and of the Compounding Method shall be a **Calculation Period**) between (x) the Optional Full Liquidation Date (included) and (y) the fourth Business Day preceding the Maturity Date (excluded),

provided however that

- in respect of Uncertificated Nordic issued by an Issuer other than SG Issuer, cleared and settled through the Swedish Central Securities Depositary (Euroclear Sweden AB), the Finnish Central Securities Depositary (Euroclear Finland Ltd) or the Danish Central Securities Depositary, *Vaerdipapircentralen* (**VP**), all references to the word "fourth" in (y) above shall be deemed to be references to the word "twelfth",

- in respect of Uncertificated Nordic Notes issued by an Issuer other than SG Issuer, cleared and settled through the Norwegian Central Security Depositary (**Verdipapirsentralen**), all references to the word "fourth" in (y) above shall be deemed to be references to the word "tenth", and

- in respect of Uncertificated Nordic Notes issued by SG Issuer, cleared and settled through the Swedish Central Securities Depositary (Euroclear Sweden AB), all references to the word "fourth" in (y) above shall be deemed to be references to the word "nineteenth".

For the avoidance of doubt, the liquidation proceeds of any assets held by the Calculation Agent as Optional Hedge Positions shall be deemed to be used in priority to extinguish any liability, if any, incurred by the Calculation Agent under its Optional Hedge Positions and the Calculation Amount mentioned above can be as low as zero; or

3.2.2.2 *in respect of the redemption of Notes whose Optional Redemption Amount as defined in the applicable Final Terms cannot be in any case lower than an amount strictly positive (the* ***Optional Minimum Redemption Amount****)*

Pursuant to the provisions of Condition 3.2, the Issuer shall pay (1) on the Optional Redemption Date an amount per Note equal to the Optional Minimum Redemption Amount and (2) on the Maturity Date an amount per Note, determined by the Calculation Agent, equal to the positive difference, if any, between:

(i) (a) the net positive cash amount that the Calculation Agent would be left with on the Optional Full Liquidation Date, as a result of liquidating, the Optional Hedge Positions (*inter alia* by satisfying any obligations or liabilities in place with respect to or part of such Optional Hedge Positions, if any, with the liquidation proceeds of the assets of the Optional Hedge Positions) minus (b) the Associated Costs (the result of which, converted if necessary into the Specified Currency using the Relevant Spot Exchange Rate on the Optional Full Liquidation Date is a **Calculation Amount** for the purposes of this provision and of the Compounding Method) together with (c) interest that would have accrued on such Calculation Amount pursuant to the Compounding Method, during the period (which for the purposes of this provision and of the Compounding Method shall be a **Calculation Period**) between (x) the Optional Full Liquidation Date (included) and (y) the fourth Business Day preceding the Maturity Date (excluded),

provided however that

- in respect of Uncertificated Nordic Notes issued by an Issuer other than SG Issuer, cleared and settled through the Swedish Central Securities Depositary (Euroclear Sweden AB), the Finnish Central Securities Depositary (Euroclear Finland Ltd) or the Danish Central Securities Depositary, *Vaerdipapircentralen* (**VP**), all references to the word "fourth" in (y) above shall be deemed to be references to the word "twelfth",

- in respect of Uncertificated Nordic Notes issued by an Issuer other than SG Issuer, cleared and settled through the Norwegian Central Security Depositary (**Verdipapirsentralen**), all references to the word "fourth" in (y) above shall be deemed to be references to the word "tenth", and

- in respect of Uncertificated Nordic Notes issued by SG Issuer, cleared and settled through the Swedish Central Securities Depositary (Euroclear Sweden AB), all references to the word "fourth" in (y) above shall be deemed to be references to the word "nineteenth", and

(ii) an amount equal to the Optional Minimum Redemption Amount.

For the avoidance of doubt, the liquidation proceeds of any assets held by the Calculation Agent as Optional Hedge Positions shall be deemed to be used in priority to extinguish any liability, if any, incurred by the Calculation Agent under its Optional Hedge Positions and the Calculation Amount mentioned above can be as low as zero;

3.2.3 Monetisation of the Final Redemption Amount

3.2.3.1 *In respect of the redemption of Notes whose Final Redemption Amount as defined in the applicable Final Terms could be as low as zero*

Pursuant to the provisions of Condition 3.2, the Issuer shall pay on the Maturity Date an amount per Note, determined by the Calculation Agent, based on (a) the net positive cash amount that the Calculation Agent would be left with on the Full Liquidation Date, as a result of liquidating the Hedge Positions (*inter alia* by satisfying any obligations or liabilities in place with respect to or part of such Hedge Positions, if any, with the liquidation proceeds of the assets of the Hedge Positions) minus (b) the Associated Costs (the result of which, converted if necessary into the Specified Currency using the Relevant Spot Exchange Rate on the Full Liquidation Date, is a **Calculation Amount** for the purposes of this provision and of the Compounding Method) together with (c) interest that would have accrued on such Calculation Amount pursuant to the Compounding Method, during the period (which for the purposes of this provision and of the Compounding Method shall be a **Calculation Period**) between (x) the Full Liquidation Date (included) and (y) the fourth Business Day preceding the Maturity Date (excluded),

provided however that

- in respect of Uncertificated Nordic Notes issued by an Issuer other than SG Issuer, cleared and settled through the Swedish Central Securities Depositary (Euroclear Sweden AB), the Finnish Central Securities Depositary (Euroclear Finland Ltd) or the Danish Central Securities Depositary, *Vaerdipapircentralen* (**VP**), all references to the word "fourth" in (y) above shall be deemed to be references to the word "twelfth",

- in respect of Uncertificated Nordic Notes issued by an Issuer other than SG Issuer, cleared and settled through the Norwegian Central Security Depositary (**Verdipapirsentralen**), all references to the word "fourth" in (y) above shall be deemed to be references to the word "tenth", and

- in respect of Uncertificated Nordic Notes issued by SG Issuer, cleared and settled through the Swedish Central Securities Depositary (Euroclear Sweden AB), all references to the word "fourth" in (y) above shall be deemed to be references to the word "nineteenth".

For the avoidance of doubt, the liquidation proceeds of any assets held by the Calculation Agent as Hedge Positions shall be deemed to be used in priority to extinguish any liability, if any, incurred by the Calculation Agent under its Hedge Positions and the Calculation Amount mentioned above can be as low as zero; or

3.2.3.2 *in respect of the redemption of Notes whose Final Redemption Amount as defined in the applicable Final Terms cannot be in any case lower than an amount strictly positive (the* ***Minimum Redemption Amount****)*

Pursuant to the provisions of Condition 3.2, the Issuer shall pay on the Maturity Date an amount per Note, determined by the Calculation Agent, equal to the sum of (1) the Minimum Redemption Amount and (2) an amount, equal to the positive difference, if any, between:

(i) (a) the net positive cash amount that the Calculation Agent would be left with on the Full Liquidation Date, as a result of liquidating, the Hedge Positions (*inter alia* by satisfying any obligations or liabilities in place with respect to or part of such Hedge Positions, if any, with the liquidation proceeds of the assets of the Hedge Positions) minus (b) the Associated Costs (the result of which, converted if necessary into the Specified Currency using the Relevant Spot Exchange Rate on the Full Liquidation Date, is a **Calculation Amount** for the purposes of this provision and of the Compounding Method) together with (c) interest that would have accrued on such Calculation Amount pursuant to the Compounding Method, during the period (which for the purposes of this provision and of the Compounding Method shall be a **Calculation Period**) between (x) the Full Liquidation Date (included) and (y) the fourth Business Day preceding the Maturity Date (excluded),

provided however that

- in respect of Uncertificated Nordic Notes issued by an Issuer other than SG Issuer, cleared and settled through the Swedish Central Securities Depositary (Euroclear Sweden AB), the Finnish Central Securities Depositary (Euroclear Finland Ltd) or the Danish Central Securities Depositary, *Vaerdipapircentralen* (**VP**), all references to the word "fourth" in (y) above shall be deemed to be references to the word "twelfth",
- in respect of Uncertificated Nordic Notes issued by an Issuer other than SG Issuer, cleared and settled through the Norwegian Central Security Depositary (**Verdipapirsentralen**), all references to the word "fourth" in (y) above shall be deemed to be references to the word "tenth", and
- in respect of Uncertificated Nordic Notes issued by SG Issuer, cleared and settled through the Swedish Central Securities Depositary (Euroclear Sweden AB), all references to the word "fourth" in (y) above shall be deemed to be references to the word "nineteenth", and

(ii) an amount equal to the Minimum Redemption Amount.

For the avoidance of doubt, the liquidation proceeds of any assets held by the Calculation Agent as Hedge Positions shall be deemed to be used in priority to extinguish any liability, if any, incurred by the Calculation Agent under its Hedge Positions and the Calculation Amount mentioned above can be as low as zero.

3.2.4 Definitions specific to the Monetisation until the Maturity Date

Adjusted Calculation Amount means (a) in respect of the first Compounding Period of a Calculation Period, the Calculation Amount for that Calculation Period and (b) in respect of any succeeding

Compounding Period in that Calculation Period, an amount equal to the sum of the Calculation Amount for that Calculation Period and the Compounding Period Amounts for each of the previous Compounding Periods in that Calculation Period;

Associated Costs means an amount determined by the Calculation Agent in its reasonable discretion equal to the sum of (without duplication) all costs (including, without limitation, cost of funding), losses, expenses, tax and duties incurred by the Calculation Agent in connection with the termination, liquidation or re-establishment of the Intermediate Hedge Positions, the Optional Hedge Positions, and/or the Hedge Positions, as the case may be, such amount to be apportioned pro rata amongst the Specified Denomination of each outstanding Note.

Compounding Date means, in respect of a Calculation Period, each Business Day of such Calculation Period;

Compounding Method means, when interest is specified herein as accruing pursuant to the Compounding Method, that the amount of interest shall be equal to the sum of the Compounding Period Amounts for each Compounding Period in the related Calculation Period,

Compounding Period means, in respect of a Calculation Period, each period from and including a Compounding Date to but excluding the immediately following Compounding Date during that Calculation Period;

Compounding Period Amount means, in respect of a Compounding Period, the product of (a) the Adjusted Calculation Amount, (b) the Compounding Rate and (c) the Day Count Fraction;

Compounding Rate means, in respect of a Compounding Period Amount, the interbank overnight rate in the Specified Currency as determined by the Calculation Agent on the first day of the relevant Compounding Period; the specific Compounding Rate used in respect of a Specified Currency shall be available at the office of the Calculation Agent from the first day of a Calculation Period; and

Day Count Fraction means, for the purposes of Compounding Method above, the exact number of days in a Compounding Period (the first included and the last excluded), divided by 360.

Full Liquidation Date means, in respect of the Maturity Date, the date on which the liquidation proceeds of the Hedge Positions (including *inter alia* by satisfying any obligations or liabilities in place with respect to or part of such Hedge Positions, if any, with the liquidation proceeds of the assets of such Hedge Positions) are deemed, as determined by the Calculation Agent, to be fully received by the Calculation Agent.

Hedge Positions means any purchase, sale, entry into or maintenance, by the Calculation Agent, of one or more (a) positions or contracts in securities, options, futures, derivatives, interest rate transactions or foreign exchange transactions, (b) securities lending/borrowing transactions, (c) cash deposits or cash borrowings and/or (d) other instruments, arrangements, assets or liabilities howsoever described, in order to hedge individually or on a portfolio basis, the part of the Issuer's obligations under the Notes linked to or indexed to the relevant Underlying(s) due on the Maturity Date apportioned pro rata to each outstanding Note provided that, if the Intermediate Full Liquidation Date and/or the Optional Full Liquidation Date has not occurred on or before the fourth Business Day preceding the Maturity Date, then Hedge Positions will include the Intermediate Hedge Positions and/or the Optional Hedge Positions,

provided further that

(i) in respect of Uncertificated Nordic Notes issued by an Issuer other than SG Issuer, cleared and settled through the Swedish Central Securities Depositary (Euroclear Sweden AB), the Finnish Central Securities Depositary (Euroclear Finland Ltd) or the Danish Central Securities Depositary, *Vaerdipapircentralen* (**VP**), all references to the word "fourth" above shall be deemed to be references to the word "twelfth",

(ii) in respect of Uncertificated Nordic Notes issued by an Issuer other than SG Issuer, cleared and settled through the Norwegian Central Security Depositary (**Verdipapirsentralen**), all references to the word "fourth" above shall be deemed to be references to the word "tenth", and
(iii) in respect of Uncertificated Nordic Notes issued by SG Issuer, cleared and settled through the Swedish Central Securities Depositary (Euroclear Sweden AB), all references to the word "fourth" above shall be deemed to be references to the word "nineteenth".

Intermediate Amount means either an Interest Amount or an Instalment Amount.

Intermediate Full Liquidation Date means, in respect of any Intermediate Payment Date, the date on which the liquidation proceeds of the Intermediate Hedge Positions (including *inter alia* by satisfying any obligations or liabilities in place with respect to or part of such Intermediate Hedge Positions, if any, with the liquidation proceeds of the assets of such Intermediate Hedge Positions) are deemed, as determined by the Calculation Agent, to be fully received by the Calculation Agent.

Intermediate Hedge Positions means any purchase, sale, entry into or maintenance, by the Calculation Agent, of one or more (a) positions or contracts in securities, options, futures, derivatives, interest rate transactions or foreign exchange transactions, (b) securities lending/borrowing transactions, (c) cash deposits or cash borrowings and/or (d) other instruments, arrangements, assets or liabilities howsoever described, in order to hedge individually or on a portfolio basis, the part of the Issuer's obligations under the Notes linked to or indexed to the relevant Underlying(s) due on an Intermediate Payment Date, apportioned pro rata to each outstanding Note.

Intermediate Payment Date means either an Interest Payment Date or an Instalment Date specified as such in the Final Terms of the relevant Notes.

Maturity Date means the date specified as such in the Final Terms of the relevant Notes.

Optional Redemption Amount means the amount specified as such in the Final Terms of the relevant Notes.

Optional Redemption Date means the date specified as such in the Final Terms of the relevant Notes.

Optional Full Liquidation Date means, in respect of an Optional Redemption Date, the date on which the liquidation proceeds of the Optional Hedge Positions (including inter alia by satisfying any obligations or liabilities in place with respect to or part of such Optional Hedge Positions, if any, with the liquidation proceeds of the assets of such Optional Hedge Positions) are deemed, as determined by the Calculation Agent, to be fully received by the Calculation Agent.

Optional Hedge Positions means any purchase, sale, entry into or maintenance, by the Calculation Agent, of one or more (a) positions or contracts in securities, options, futures, derivatives, interest rate transactions or foreign exchange transactions, (b) securities lending/borrowing transactions, (c) cash deposits or cash borrowings and/or (d) other instruments, arrangements, assets or liabilities howsoever described, in order to hedge individually or on a portfolio basis, the part of the Issuer's obligations under the Notes linked to or indexed to the relevant Underlying(s) due on an Optional Redemption Date, apportioned pro rata to each outstanding Note.

Relevant Spot Exchange Rate means in respect of a date and an amount to be converted in the Specified Currency, the rate of exchange of the currency in which such amount is denominated into the Specified Currency used to convert such amount on such date into the Specified Currency as determined by the Calculation Agent.

3.3 Hedging Disruption, Increased Cost of Hedging and consequences - Change in Law and consequences

3.3.1 Hedging Disruption and Increased Cost of Hedging

Hedging Disruption means, in respect of Notes that have one or more SGI Index(ices) as Underlying(s), that Société Générale or one of its affiliates is unable, after using commercially reasonable efforts, to either (a) acquire, establish, re-establish, substitute, maintain, unwind or dispose of any transaction(s) or asset(s) it deems necessary to hedge the equity price risk (or any other relevant price risk including, but not limited to, the currency risk) of entering into and performing its obligations with respect to the Notes or the agreement entered into with Société Générale by the Issuer of the Notes; or (b) freely realize, recover, receive, repatriate, remit or transfer the proceeds of Hedge Positions as the case may be between accounts within the jurisdiction of the Hedge Positions (the **Affected Jurisdiction**) or from accounts within the Affected Jurisdiction to accounts outside of the Affected Jurisdiction.

Increased Cost of Hedging means, in respect of Notes that have one or more SGI Index(ices) as Underlying(s), that Société Générale or one of its affiliates would incur a materially increased (as compared with circumstances existing on the date(s) on which Société Générale enters into the Hedge Positions in respect of the Notes) amount of tax, duty, expense or fee (other than brokerage commissions) or costs specified in the Index Rules to (a) acquire, establish, re-establish, substitute, maintain, unwind or dispose of any transaction(s) or asset(s) it deems necessary to hedge the equity price risk of entering into and performing its obligations with respect to the Notes or (b) freely realize, recover or remit the proceeds of its Hedge Positions.

In case of the occurrence of a Hedging Disruption or an Increased Cost of Hedging relating to a SGI Index (the **Affected Underlying**), the Calculation Agent may:

A. consider such event as an event triggering an early redemption of the Notes (hereafter, an **Early Redemption Event**). In that case where an Early Redemption Event occurs, the Issuer shall terminate its obligations under the Notes and shall pay or cause to be paid an Early Redemption Amount on the basis of the Market Value as defined in English law Condition 5.8 and in French law Condition 5.8; or

B. replace the Affected Underlying by a new underlying which is representative of the same economic or geographic sector and which will be a Similar Index; or

C. apply the Monetisation until the Maturity Date (as defined above).

3.3.2 Change in Law

Change in Law means in respect of Notes that have one or more SGI Index(ices) as Underlying(s) that, on or after the first to occur of (a) the Issue Date and (b) the first Valuation Date of the Notes (i) due to the adoption of any change in any applicable law or regulation (including without limitation, any tax law) or (ii) due to the promulgation of or any change in the interpretation by any court, tribunal or regulatory authority with competent jurisdiction of any applicable law or regulation (including any action taken by a taxing authority), the Calculation Agent determines in good faith that it has become illegal for Société Générale or one of its affiliates to hold, acquire or dispose of Hedge Positions or to maintain the agreement entered into with Société Générale or one of its affiliates by the Issuer of the Notes, relating to the Underlying of the Notes (the **Affected Underlying**).

Upon the occurrence, in the determination of the Calculation Agent, on or prior to the last Valuation Date or the last Averaging Date of a Change in Law, then the Calculation Agent will decide with regard to the Affected Underlying by such Change in Law, either:

A. consider such event as an event triggering an early redemption of the Notes (hereafter, an **Early Redemption Event**). In that case where an Early Redemption Event occurs, the Issuer shall terminate its obligations under the Notes and shall pay or cause to be paid an Early Redemption Amount on the basis of the Market Value as defined in English law Condition 5.8 and in French law Condition 5.8; or

B. replace the Affected Underlying by a new underlying which is representative of the same economic or geographic sector and which will be a Similar Index; or

C. apply the Monetisation until the Maturity Date (as defined above).

ADDITIONAL TERMS AND CONDITIONS FOR ADR LINKED NOTES

1. GENERAL DEFINITIONS

ADR means an American depositary receipt (or the American depositary receipts in case of a Basket) representing shares issued by a Company and which constitute Deposited Securities, specified as Underlying in the applicable Final Terms, subject to adjustment pursuant to the provisions of "*Adjustments and Extraordinary Events Relating to American Depositary Receipts*" in Condition 3.1 below.

Averaging Date means, in respect of a Valuation Date and an ADR, each date specified as such in the applicable Final Terms for the purpose of determining an average (or if such date is not a Scheduled Trading Day, the next following Scheduled Trading Day) unless such day is a Disrupted Day in which case it shall be postponed pursuant to the provisions of "*Consequences of Disrupted Days for an ADR*" in Condition 2 below.

Basket means a basket composed of the ADR (each an Underlying) in the relative proportions or numbers of ADR specified in the applicable Final Terms.

Business Day means a "Business Day" as defined in Englisgh law Condition 3 and French law Condition 3, determined on the basis of the Specified Currency of the relevant Notes.

Calculation Agent has the meaning given to that expression in Englisgh law Condition 10 and French law Condition 10.

Closing Price means: in respect of an ADR, the official closing price of such ADR on the relevant Exchange, as adjusted (if applicable) pursuant to the provisions of Condition 3.1.4 below.

Company means, in respect of an ADR, the issuer of the Deposited Securities related to such ADR.

Deposit Agreement means the deposit agreement between the Company that has issued the shares that are Deposited Securities and the Depositary pursuant to which an ADR was issued.

Depositary means the depositary appointed in the Deposit Agreement or any successor to it from time to time in such capacity.

Deposited Securities means the shares issued by a Company held by the Depositary under the Deposit Agreement pursuant to which an ADR evidencing such Deposited Securities was issued.

Disrupted Day means, in respect of an ADR (or, in the case of a Basket of ADR, in respect of any ADR comprising the Basket and observed separately), any Scheduled Trading Day on which (a) a relevant Exchange or Related Exchange fails to open for trading during its regular trading session or (b) a Market Disruption Event has occurred.

Exchange(s) means, in respect of an ADR, the corresponding exchange or quotation system specified in the applicable Final Terms, or any successor exchange or quotation system or any substitute exchange or quotation system to which trading in the ADR, has temporarily relocated (provided that the Calculation Agent has determined that there is comparable liquidity relative to such ADR, on such temporary substitute exchange or quotation system as on the original Exchange). In respect of Deposited Securities, **Exchange** means the primary exchange or market of trading of such Deposited Securities.

Exchange Business Day means, in respect of an ADR, (or, in the case of a Basket of ADR, in respect of any ADR comprising the Basket and observed separately) any Scheduled Trading Day on which each relevant Exchange and Related Exchange are open for trading during their respective regular trading

sessions, notwithstanding any such Exchange or Related Exchange closing prior to its Scheduled Closing Time.

Hedge Positions means any purchase, sale, entry into or maintenance, by Société Générale or one of its affiliate, of one or more (a) positions or contracts in securities, options, futures, derivatives, interest rate transactions or foreign exchange transactions, (b) securities lending/borrowing transactions, (c) any cash deposits or cash borrowing and/or (d) other instruments, arrangements, assets or liabilities howsoever described in order to hedge, individually or on a portfolio basis, the part of Société Générale or one of its affiliate's obligation under the Notes.

Intraday Price means, in respect of an ADR, the price of such ADR on the relevant Exchange at any time during a trading session on an Exchange Business Day, including the Closing Price.

Market Disruption Event means, in respect of an ADR issued pursuant to a Deposit Agreement, the occurrence or existence of (a) a Trading Disruption, (b) an Exchange Disruption which, in either case, the Calculation Agent determines is material, at any time during the one hour period that ends at the relevant Valuation Time or (c) an Early Closure. For the purpose hereof:

A. **Trading Disruption** means, in respect of an ADR and the Deposited Securities relating to such ADR, any suspension of or limitation imposed on trading by the relevant Exchange or Related Exchange or otherwise and whether by reason of movements in price exceeding limits permitted by the relevant Exchange or Related Exchange or otherwise (a) relating to the ADR or the Deposited Securities relating to such ADR on the Exchange or (b) in futures or options contracts relating to the ADR or the Deposited Securities relating to such ADR on any relevant Related Exchange;

B. **Exchange Disruption** means, in respect of an ADR and the Deposited Securities relating to such ADR, any event (other than an Early Closure) that disrupts or impairs (as determined by the Calculation Agent) the ability of market participants in general to effect transactions in, or obtain market values for (a) the ADR or the Deposited Securities relating to such ADR on the Exchange, or (b) futures or options contracts relating to the ADR or the Deposited Securities relating to such ADR on any relevant Related Exchange;

C. **Early Closure** means, the closure on any Exchange Business Day of (a) , the relevant Exchange, or (b) any Related Exchange, prior to its Scheduled Closing Time unless such earlier closing is announced by such Exchange or Related Exchange (as the case may be) at least one hour prior to the earlier of (x) the actual closing time for the regular trading session on such Exchange or Related Exchange (as the case may be) on such Exchange Business Day and (y) the submission deadline for orders to be entered into the Exchange or Related Exchange system for execution at the relevant Valuation Time on such Exchange Business Day.

For the avoidance of doubt, a Disrupted Day will be deemed to have occurred with respect to an ADR if a Disrupted Day has occurred with respect to the related Deposited Securities.

Related Exchange(s) means, in respect of an ADR (and the Deposited Securities), each exchange or quotation system where trading has a material effect (as determined by the Calculation Agent) on the overall market for futures and options contracts relating to such ADR or Deposited Securities, any successor exchange or quotation system or any substitute exchange or quotation system to which trading in futures or options contracts relating to an ADR or Deposited Securities, has temporarily relocated (provided that the Calculation Agent has determined that there is comparable liquidity relative to the futures or options contracts relating such ADR or Deposited Securities, on such temporary substitute exchange or quotation system as on the original Related Exchange).

Scheduled Closing Time means, in respect of an Exchange or Related Exchange, the scheduled weekday closing time of such Exchange or Related Exchange, without regard to after hours or any other trading outside of the regular trading session hours.

Scheduled Trading Day means, in respect of an ADR (or, in the case of a Basket of ADR, in respect of any ADR comprising the Basket and observed separately), any day on which each Exchange and each Related Exchange, if any, are scheduled to be open for trading for their respective regular trading session.

Valuation Date means, in respect of an ADR, each date specified as such in the applicable Final Terms (or, if such date is not a Scheduled Trading Day for such ADR, the next following Scheduled Trading Day), unless such day is a Disrupted Day in which case it shall be postponed pursuant to the provisions of "*Consequences of Disrupted Days for an ADR* ".

Valuation Time means, in respect of an ADR, the Scheduled Closing Time provided however that if the Exchange closes prior to its Scheduled Closing Time, the Valuation Time shall be the actual closing time of the Exchange.

2. CONSEQUENCES OF DISRUPTED DAYS FOR AN ADR

If any Valuation Date or Averaging Date specified in the applicable Final Terms (the **Scheduled Valuation Date** and the **Scheduled Averaging Date** respectively), is a Disrupted Day for an ADR, the Valuation Date or the Averaging Date for such ADR shall be the first succeeding Scheduled Trading Day that is not a Disrupted Day in respect of that ADR , unless each of the eight Scheduled Trading Days immediately following the Scheduled Valuation Date or the Scheduled Averaging Date is also a Disrupted Day. In that case:

A. that eighth Scheduled Trading Day shall be deemed to be the Valuation Date or Averaging Date, for the ADR notwithstanding the fact that such day is a Disrupted Day, and

B. the Calculation Agent shall determine its good faith estimate of the value of the ADR as of the Valuation Time on that eighth Scheduled Trading Day and the good faith estimate of the value of the ADR so calculated shall be deemed the Closing Price;

Provided that if the ADR is included in a Basket, the hereabove provisions shall apply only to the ADR affected by the occurrence of a Disrupted Day and the Valuation Date or the Averaging Date for each ADR not affected by a Disrupted Day shall be the Scheduled Valuation Date or the Scheduled Averaging Date.

Provided however that,

(a) if a Scheduled Averaging Date is a Disrupted Day, the Averaging Date shall be postponed pursuant to the provisions above to the first succeeding Scheduled Trading Day that is not a Disrupted Day provided it is not also a Scheduled Averaging Date; if on the eighth Scheduled Trading Day following the Scheduled Averaging Date a Scheduled Trading Day that is not a Disrupted Day nor another Scheduled Averaging Date has not occurred, then that eighth Scheduled Trading Day shall be deemed the Averaging Date (irrespective of whether that eighth Scheduled Trading Day is also a Scheduled Averaging Date), and the Calculation Agent shall make on that day the determinations described in (B) above, and the good faith estimate of the value of the ADR so calculated shall be deemed the Closing Price;

(b) notwithstanding the foregoing, a Valuation Date or an Averaging Date (postponed as the case may be pursuant to the provisions above) shall occur not later than the fourth Business Day before the date of any payment to be made under the Notes on the basis of determinations made on such Valuation Date or Averaging Date; if a Valuation Date or an Averaging Date (postponed as the case may be pursuant to the provisions above) would fall less than the

fourth Business Day prior to the date of any payment to be made under the Notes on the basis of determinations made on such Valuation Date or Averaging Date, then that fourth Business Day shall be deemed the Valuation Date or Averaging Date and the Calculation Agent shall make, on that day the determinations described in (B) above at the latest as of the Valuation Time on such fourth Business Day and the good faith estimate of the value of the ADR so calculated shall be deemed the Closing Price,

provided however that

(i) in respect of Uncertificated Nordic Notes issued by an Issuer other than SG Issuer, cleared and settled through the Swedish Central Securities Depositary (Euroclear Sweden AB), the Finnish Central Securities Depositary (Euroclear Finland Ltd) or the Danish Central Securities Depositary, *Vaerdipapircentralen* (**VP**), all references to the word "fourth" above shall be deemed to be references to the word "twelfth",

(ii) in respect of Uncertificated Nordic Notes issued by an Issuer other than SG Issuer, cleared and settled through the Norwegian Central Security Depositary (**Verdipapirsentralen**), all references to the word "fourth" above shall be deemed to be references to the word "tenth", and

(iii) in respect of Uncertificated Nordic Notes issued by SG Issuer, cleared and settled through the Swedish Central Securities Depositary (Euroclear Sweden AB), cleared and settled through the Swedish Central Securities Depositary (Euroclear Sweden AB), all references to the word "fourth" above shall be deemed to be references to the word "nineteenth".

3. ADJUSTMENTS, EXTRAORDINARY EVENTS, MONETISATION UNTIL THE MATURITY DATE, HEDGING DISRUPTION, INCREASED COST OF HEDGING, INSOLVENCY FILING AND CHANGE IN LAW RELATING TO ADR

3.1 Adjustments and Extraordinary Events relating to ADR

3.1.1 Potential Adjustment Events

Potential Adjustment Event means, in relation to an ADR, any of the following:

A. a subdivision, consolidation or reclassification of the Deposited Securities underlying such ADR (unless resulting in a Merger Event), including, for the avoidance of doubt, a stock split or reverse stock split, or a free distribution or dividend of any such Deposited Securities to existing holders by way of bonus, capitalisation or similar issue;

B. a distribution, issue or dividend to existing holders of the Deposited Securities underlying such ADR of (a) such Deposited Securities, (b) other share capital or securities granting the right to payment of dividends and/or the proceeds of liquidation of the Company equally or proportionately with such payments to holders of such Deposited Securities, (c) share capital, other securities of another issuer acquired or owned (directly or indirectly) by the Company as a result of a spin-off or other similar transaction, or (d) any other type of securities, rights or warrants or other assets, in any case for payment (in cash or otherwise) at less than the prevailing market price as determined by the Calculation Agent;

C. an extraordinary dividend as determined by the Calculation Agent;

D. a call by the Company in respect of Deposited Securities underlying such ADR that are not fully paid;

E. a repurchase by the Company or any of its subsidiaries of Deposited Securities underlying such ADR whether out of profits or capital and whether the consideration for such repurchase is cash, securities or otherwise;

F. an event that results in any shareholder rights being distributed or becoming separated from shares of common stock or other shares of the capital stock of the Company pursuant to a shareholder rights plan or arrangement directed against hostile takeovers that provides upon the occurrence of certain events for a distribution of preferred stock, warrants, debt instruments or stock rights at a price below their market value, as determined by the Calculation Agent provided that any adjustment effected as a result of such an event shall be readjusted upon any redemption of such rights; or

G. any other event having, in the opinion of the Calculation Agent, a diluting or concentrative effect on the Deposited Securities that affects theoretical value of the ADR.

Following the occurrence of any Potential Adjustment Event as defined above, the Calculation Agent will, as soon as reasonably practicable after it becomes aware of such event determine whether such Potential Adjustment Event has a diluting or concentrative effect on the Deposited Securities that affects the theoretical value of the ADR.

An event that has a diluting or concentrative effect on the Deposited Securities will affect the theoretical value of the ADR unless (and to the extent that) the Company or the Depositary, pursuant to its authority (if any) under the Deposit Agreement, elects to adjust the number of the Deposited Securities that are represented by each ADR such that the price of the ADR will not be affected by any such event (as determined by the Calculation Agent), in which case the Calculation Agent will make no adjustment. If the Company or the Depositary elects not to adjust the number of Deposited Securities that are represented by an ADR or makes an adjustment that the Calculation Agent determines not to have been adequate, then the Calculation Agent may, in its discretion, make the necessary adjustment to the elements relating to the Underlying used to determine any settlement or payment terms under the Notes and/or any other terms of the Notes as it determines appropriate to preserve the economic equivalent of the obligations of the Issuer under the Notes and determine the effective date of that adjustments. The Depositary may also have the ability pursuant to the Deposit Agreement to make adjustments in respect of the ADR for share distributions, rights distributions, cash distributions and distributions other than shares, rights and cash. Upon any such adjustment by the Depository, the Calculation Agent may, in its discretion, make the necessary adjustments as the Calculation Agent deems appropriate to account for such event.

In its determinations of the existence and extent of any dilutive or concentrative effect on the Deposited Securities that affects the theoretical value of the ADR of any Potential Adjustment Event, and any related adjustments to the terms of the Notes, the Calculation Agent shall take into account any amounts of Local Taxes that would, in the determination of the Calculation Agent, be withheld from or paid or otherwise incurred by an Offshore Investor in connection with such Potential Adjustment Event. The Calculation Agent may (but need not) determine the appropriate adjustment by reference to the adjustment in respect of such Potential Adjustment Event made by a Related Exchange to options on the Deposited Securities traded on such Related Exchange.

Definitions applicable to this section:

Local Taxes shall mean taxes, duties, and similar charges imposed by the taxing authority of the country in which the Company has been incorporated or in which the Exchange on which the Deposited Securities are listed is located.

Offshore Investor shall mean a holder of Deposited Securities who is an institutional investor not resident in the country in which the Company has been incorporated or in which the Exchange on which the Deposited Securities are listed is located (the **Local Jurisdiction**), for the purposes of the tax laws and regulations of the Local Jurisdiction and, for the avoidance of doubt, whose jurisdiction of residence

(a) shall be determined by the Calculation Agent and (b) may be the jurisdiction of Société Générale or one of its affiliates.

3.1.2 Extraordinary Events

A. Upon the occurrence, in the determination of the Calculation Agent, on or prior to the last Valuation Date or the last Averaging Date of the opening of an Offering Period relating to a Merger Event, a De-merger Event, a De-listing Event, an Insolvency, a Nationalization or a Participation Event, in respect of an ADR (an **Affected ADR**), then during such Offering Period, the Calculation Agent may decide in good faith to apply Method of Substitution with respect to the Affected ADR.

B. If the Calculation Agent decides not to apply Method of Substitution during the Offering Period with respect to the Affected ADR, then:

(a) in respect of a Merger Event, from the Merger Date, and/or upon consummation of the Merger Event, until the sixtieth Business Day thereafter, the Calculation Agent, acting in good faith, shall apply either:

(i) Share-for-Share Merger Event: Alternative Obligation and/or Method of Substitution or Monetisation until the Maturity Date or Early Redemption;

(ii) Share-for-Other Merger Event: Alternative Obligation and/or Method of Substitution or Monetisation until the Maturity Date or Early Redemption; or

(iii) Share-for-Combined Merger Event: Alternative Obligation and/or Method of Substitution or Monetisation until the Maturity Date or Early Redemption;

(b) in the case of a Merger Event affecting two ADR comprised in a Basket, the Calculation Agent will either:

(i) continue with the American depository receipt resulting from the Merger Event and in order to maintain the original number of companies in the Basket, a Substitute Share or Substitute ADR (as applicable) will be elected and included in the Basket;

(ii) substitute both ADR with two Substitute Shares or Substitute ADR selected as described in the Method of Substitution; or

(iii) apply the Monetisation until the Maturity Date; or

(iv) apply the Early Redemption;

(c) in respect of a De-merger Event, from the De-merger Date, and/or upon consummation of the De-merger Event, until the sixtieth Business Day thereafter, the Calculation Agent, acting in good faith, will either:

(i) replace the Affected ADR with the shares or American depository receipts of the successor companies;

(ii) substitute one or more share(s) or American depository receipt(s) resulting from such De-merger Event pursuant to the Method of Substitution; or

(iii) apply the Monetisation until the Maturity Date; or

(iv) apply the Early Redemption;

it being understood that, in the case of a Basket, the Calculation Agent shall maintain the initial number of companies in the Basket and that in the case where the Calculation Agent has elected to substitute the Affected ADR with several shares or American depositary receipts resulting from such De-merger Event, such shares or American depositary receipts shall be placed in a sub-basket and considered as one component of the Basket;

(d) in respect of a De-listing Event or a Nationalization, from the effective date of such event, until the sixtieth Business Day thereafter, the Calculation Agent, acting in good faith, may, but is not obliged to, apply the Method of Substitution or the Monetisation until the Maturity Date or the Early Redemption;

(e) in respect of an Insolvency, the Calculation Agent will decide, either:

(i) that the Affected ADR will be substituted pursuant to the Method of Substitution; or

(ii) that the value of the relevant component in the formula used to determine the amount to be paid or whether a condition has occurred, if any, as described in the applicable Final Terms, representing the Affected ADR will be accounted by the Calculation Agent for its fair market value determined at any time as from the date of occurrence of such Insolvency until the last Valuation Date or the last Averaging Date. The determination of the fair market value shall depend upon the liquidity of the market and the trading conditions relating to the ADR affected at the time of calculation; or

(iii) to apply the Monetisation until the Maturity Date; or

(iv) to apply the Early Redemption; and

(f) in respect of a Participation Event from the effective date of such event until the sixtieth Business Day thereafter, the Calculation Agent may, but is not obliged to, select a Substitute Share or Substitute ADR for the Affected ADR pursuant to the Method of Substitution.

C. Notwithstanding anything herein to the contrary, the Calculation Agent shall use its reasonable endeavours at all times to maintain the original number of companies in the Basket as Companies hereunder.

Definitions applicable to this section:

Alternative Obligation means:

A. if, in respect of a Share-for-Share Merger Event, the Calculation Agent decides to apply Alternative Obligation, then on or after the relevant Merger Date the New Shares and the issuer of the Deposited Securities related to such New Shares will be deemed the **ADR** and the Company, respectively, and, if necessary, the Calculation Agent will adjust any relevant terms of the Notes on the basis of the number of New Shares (as subsequently modified in accordance with any relevant terms and including the proceeds of any redemption, if applicable) to which a holder of the relevant number of ADR immediately prior to the occurrence of the Merger Event would be entitled upon consummation of the Merger Event;

B. if, in respect of a Share-for-Other Merger Event, the Calculation Agent decides to apply Alternative Obligation, then on or after the relevant Merger Date, the Calculation Agent will adjust any relevant terms of the Notes on the basis of the amount of Other Consideration (as subsequently modified in accordance with any relevant terms and including the proceeds of

any redemption, if applicable) to which a holder of the relevant number of ADR would be entitled upon consummation of the Merger Event and, if necessary, any relevant terms of the Notes; and

C. if, in respect of a Share-for-Combined Merger Event, the Calculation Agent decides to apply Alternative Obligation, then on or after the Merger Date the New Shares and the Other Consideration will be deemed the **ADR** and the issuer of the Deposited Securities related to such New Shares will be deemed the Company respectively, and, if necessary, the Calculation Agent will adjust any relevant terms of the Notes on the basis of the number of New Shares and the amount of Other Consideration (as subsequently modified in accordance with any relevant terms and including the proceeds of any redemption, if applicable) to which a holder of the relevant number of ADR would be entitled upon consummation of the Merger Event.

Combined Consideration means New Shares in combination with Other Consideration.

De-listing Event means, in respect of an ADR, that such ADR (or Deposited Securities related to such ADR): (a) ceases to be listed, traded or publicly quoted on the relevant Exchange or listing compartment of the relevant Exchange (for any reason other than a Merger Event or a tender offer) and is not immediately re-listed, re-traded or re-quoted on an exchange or quotation system located in the same country as the Exchange (or where the Exchange is within the European Union, in any Member State of the European Union) or (b) has its listing, trading or public quotation maintained in inappropriate conditions in the opinion of the Calculation Agent (such conditions to include, without limitation, a lack of liquidity or the disappearance of the relevant futures and/or option contract of the relevant ADR (or Deposited Securities related to such ADR)) or (c) the Deposit Agreement is terminated.

De-merger Event means, in respect of any ADR, that the Company relevant to such ADR is affected by a de-merger including, without limitation, a spin off, *scission* or any operation of a similar nature.

De-merger Date means the date on which a De-merger Event becomes effective.

Early Redemption means that there will be an early redemption of the Notes on the basis of Market Value as defined in English law Condition 5.8 and French law Condition 5.8.

Fixing Period means the period subject to a maximum of ten Exchange Business Days, which shall expire no later than 90 Business Days following the Merger Date, the De-merger Date or the effective date of the De-listing Event, Nationalization, Insolvency or Participation Event) during which:

A. Société Générale or one of its affiliates sells the Affected ADR, the New Shares and/or the Other Consideration, (as the case may be), on the basis of the weighted average of the closing prices of the relevant assets traded by Société Générale or one of its affiliates with regards to the relevant Notes, as observed during such Fixing Period; and

B. the proceeds of such sale are re-invested in the Substitute Shares, Substitute ADR and/or New Shares accordingly during the said Fixing Period on the basis of the weighted average of the closing prices of such Substitute Shares, Substitute ADR and/or New Shares traded by Société Générale or one of its affiliates with regards to the relevant Notes, as observed during such Fixing Period.

Insolvency means, in respect of a Company, voluntary or involuntary liquidation, bankruptcy, insolvency, dissolution or winding-up of, or any analogous proceeding affecting, such Company, as determined in good faith by the Calculation Agent.

Merger Date means, in respect of Deposited Securities underlying an ADR, the date upon which holders of the necessary number of the relevant Deposited Securities (other than, in the case of a takeover offer, Deposited Securities owned or controlled by the offeror) to constitute a Merger Event have agreed or have irrevocably become obliged to transfer their Deposited Securities.

Merger Event means, in respect of any ADR issued pursuant to a Deposit Agreement:

A. any reclassification or change of the Deposited Securities underlying such ADR (including the change of currency reference of such Deposited Securities) that results in a transfer of or an irrevocable commitment to transfer all of such Deposited Securities outstanding to another entity or person;

B. any consolidation, amalgamation, merger or binding share exchange of the relevant Company with or into another entity (other than a consolidation, amalgamation or merger in which such Company is the continuing entity and which does not result in a reclassification or change of all of the outstanding Deposited Securities underlying such ADR);

C. other take-over offer, tender offer, exchange offer, solicitation, proposal or other event by any entity or person to purchase or otherwise obtain 100 per cent. of the outstanding Deposited Securities underlying such ADR that results in a transfer of or an irrevocable commitment to transfer all or part of such Deposited Securities (other than any of such Deposited Securities owned or controlled by the offeror);

D. any consolidation, amalgamation, merger or binding share exchange of the relevant Company or its subsidiaries with or into another entity in which such Company is the continuing entity and which does not result in a reclassification or change of all of the outstanding Deposited Securities underlying such ADR but results in the outstanding Deposited Securities (other than Deposited Securities owned or controlled by such other entity) immediately prior to such event collectively representing less than 50 per cent. of the outstanding Deposited Securities immediately following such event; or

E. take-over offer, tender offer, exchange offer, solicitation, proposal or other event by any entity or person that results in such entity or person purchasing or otherwise obtaining or having the right to obtain, by conversion or other means, greater than 10 per cent. and less than 100 per cent. of the outstanding voting shares of the Company, as determined by the Calculation Agent based upon the making of filings with governmental or self-regulatory agencies or such other information as the Calculation Agent deems relevant.

Method of Substitution means that in the case of a Merger Event, De-merger Event, De-listing Event, Nationalization, Insolvency or Participation Event (regardless of the consideration to be received), in respect of an Affected ADR, the Calculation Agent may consider that the Affected ADR, the New Shares and/or, all or part of the Other Consideration (as the case may be) is/are converted into cash and that the proceeds will be reinvested either (a) into a share or a new American depositary receipt of the same economic sector or into a share or an American depositary receipt issued by a company of a similar international standing or creditworthiness as the Company related to the Affected ADR (the **Substitute Share** or the **Substitute ADR**, as the case may be) or (b) in the case of Combined Consideration into New Shares. In the event of Other Consideration to be received in cash, in the future, the Calculation Agent may consider that the cash to be received in the future is discounted in order to immediately re-invest the proceeds then procured in accordance with (a) and (b) above.

The sale of the Affected ADR, the New Shares and/or the Other Consideration shall be deemed to take place during the Fixing Period. The Substitute Share or the Substitute ADR, as the case may be, and the company issuing such Substituted Share (or, in the case of an ADR, the company issuing the Deposited Securities related to such ADR) will be deemed an **ADR** and the **Company** respectively, and the Calculation Agent will adjust any relevant terms of the Notes.

For information purposes, it is understood that in all cases described herein where an ADR is substituted, on any date "t", with a Substitute Share or Substitute ADR, the value of the relevant component in the formula used to determine the amount to be paid as described in the applicable Final Terms, shall not be affected by the substitution on such date "t" in respect of the Substitute Share or Substitute ADR and would mean the closing price of such Substitute Share or Substitute ADR on the

relevant Exchange on the date "t" is weighted by an appropriate linking coefficient so that it is equal to the closing price of the Affected ADR on such date "t".

Nationalization means that all the Deposited Securities related to an ADR or all or substantially all of the assets of a Company are nationalised, expropriated or are otherwise required to be transferred to any governmental agency, authority, entity or instrumentality thereof.

New Shares means shares or ADR (whether of the offeror or a third party) that are listed or quoted on a recognised exchange involved in the application of Method of Substitution or Alternative Obligation as determined by the Calculation Agent.

Offering Period means the period from and including the date on which the Merger Event, the De-listing Event, the De-merger Event, the Insolvency, the Nationalization or the Participation Event is publicly and officially announced to but excluding the Merger Date or the De-merger Date or the effective date of the De-listing Event, the Insolvency, the Nationalization or the Participation Event.

Other Consideration means cash and/or any securities (other than New Shares) or assets (whether of the offeror or a third party).

Participation Event means that a Company (whose ADR form part of a Basket) takes a stake exceeding 20 per cent. of another Company whose ADR (which shall be the Affected ADR in respect of such Participation Event) also form part of the Basket.

Share-for-Combined Merger Event means, in respect of a Merger Event, that the consideration for the relevant ADR consists of Combined Consideration.

Share-for-Other Merger Event means, in respect of a Merger Event, that the consideration for the relevant ADR consists solely of Other Consideration.

Share-for-Share Merger Event means, in respect of a Merger Event, that the consideration for the relevant ADR consists (or, at the option of the holder of such ADR, may consist) solely of New Shares.

3.1.3 Stop-Loss Event relating to an ADR

If on any Exchange Business Day between the initial Valuation Date (excluded) and the last Valuation Date (included), the Closing Price of an ADR is affected by a decrease of 80 per cent. or more of its Closing Price on the initial Valuation Date (the **Affected ADR** and the event, the **Stop-Loss Event**), then

A. the Calculation Agent may decide to substitute the Affected ADR by a new share or American depositary receipt issued by a company of a similar international standing or creditworthiness as the Company related to the Affected ADR (the **Substitute Share** or **Substitute ADR,** as the case may be) and will adjust any relevant terms of the Notes accordingly; or

B. the Calculation Agent may decide to continue with the Affected ADR; or

C. if the Calculation Agent has neither retained any Substitute Share or Substitute ADR nor decided to continue with the Affected ADR, the Calculation Agent may either:

(a) apply Monetisation until the Maturity Date; or

(b) consider such event as an event triggering an early redemption of the Notes. In that case, the Issuer shall terminate its obligations under the Notes and pay to each Noteholder, as soon as possible after the occurrence of the Stop-Loss Event, an Early Redemption Amount on the basis of Market Value as defined in English law Condition 5.8 and French law Condition 5.8.

For information purposes, it is understood that in all cases described herein where an ADR is substituted, on any date "t", with a Substitute Share or Substitute ADR, the value of the relevant component in the formula used to determine the amount to be paid as described in the applicable Final Terms, shall not be affected by the substitution on such date "t" in respect of the Substitute Share or Substitute ADR and would mean that the closing price of such Substitute Share or Substitute ADR on the relevant Exchange on the date "t" is weighted by an appropriate linking coefficient so that it is equal to the closing price of the Affected ADR on such date "t".

3.1.4 Correction of the Closing Price of an ADR

In the event that any price or level published on the Exchange and which is utilised for any calculation or determination made under the Notes is subsequently corrected and the correction is published and made available to the public by the Exchange after the original publication but no later than four Business Days prior to the Maturity Date (or any payment date(s) determined in the applicable Final Terms), the Calculation Agent will determine the amount that is payable as a result of that correction, and, to the extent necessary, will adjust the terms of the Notes to account for such correction,

provided however that

(i) in respect of Uncertificated Nordic Notes issued by an Issuer other than SG Issuer, cleared and settled through the Swedish Central Securities Depositary (Euroclear Sweden AB), the Finnish Central Securities Depositary (Euroclear Finland Ltd) or the Danish Central Securities Depositary, *Vaerdipapircentralen* (**VP**), all references to the word “four” above shall be deemed to be references to the word “twelve”,

(ii) in respect of Uncertificated Nordic Notes issued by an Issuer other than SG Issuer, cleared and settled through the Norwegian Central Security Depositary (**Verdipapirsentralen**), all references to the word “four” above shall be deemed to be references to the word “ten”, and

(iii) in respect of Uncertificated Nordic Notes issued by SG Issuer, cleared and settled through the Swedish Central Securities Depositary (Euroclear Sweden AB), all references to the word “four” above shall be deemed to be references to the word “nineteen”.

3.2 Monetisation until the Maturity Date

Following the occurrence of an event giving rise to the Monetisation until the Maturity Date, the Issuer shall no longer be liable for the payment of (1) the Intermediate Amount(s) initially scheduled to be paid on any Intermediate Payment Date and/or (2) the Optional Redemption Amount on the Optional Redemption Date and/or (3) the Final Redemption Amount as defined in the applicable Final Terms on the Maturity Date, but instead will, in full and final satisfaction of its obligations, pay an amount described in Conditions 3.2.1, 3.2.2 or 3.2.3 below.

3.2.1 Monetisation of any Intermediate Amount

3.2.1.1 *In respect of the payment of any Intermediate Amount as defined in the applicable Final Terms which could be as low as zero*

Pursuant to the provisions of Condition 3.2, the Issuer shall pay on the Maturity Date an amount per Note, determined by the Calculation Agent, based on (a) the net positive cash amount that the Calculation Agent would be left with on the Intermediate Full Liquidation Date, as a result of liquidating the Intermediate Hedge Positions (*inter alia* by satisfying any obligations or liabilities in place with respect to or part of such Intermediate Hedge Positions, if any, with the liquidation proceeds of the assets of the Intermediate Hedge Positions) minus (b) the Associated Costs (the result of which, converted if necessary into the Specified Currency using the Relevant Spot Exchange Rate on the Intermediate Full Liquidation Date, is a **Calculation Amount** for the purposes of this provision and of the Compounding Method) together with (c) interest that would have accrued on such Calculation

Amount pursuant to the Compounding Method, during the period (which for the purposes of this provision and of the Compounding Method shall be a **Calculation Period**) between (x) the Intermediate Full Liquidation Date (included) and (y) the fourth Business Day preceding the Maturity Date (excluded),

provided however that

- in respect of Uncertificated Nordic Notes issued by an Issuer other than SG Issuer, cleared and settled through the Swedish Central Securities Depositary (Euroclear Sweden AB), the Finnish Central Securities Depositary (Euroclear Finland Ltd) or the Danish Central Securities Depositary, *Vaerdipapircentralen* (**VP**), all references to the word "fourth" in (y) above shall be deemed to be references to the word "twelfth",

- in respect of Uncertificated Nordic Notes issued by an Issuer other than SG Issuer, cleared and settled through the Norwegian Central Security Depositary (**Verdipapirsentralen**), all references to the word "fourth" in (y) above shall be deemed to be references to the word "tenth", and

- in respect of Uncertificated Nordic Notes issued by SG Issuer, cleared and settled through the Swedish Central Securities Depositary (Euroclear Sweden AB), all references to the word "fourth" in (y) above shall be deemed to be references to the word "nineteenth".

For the avoidance of doubt, the liquidation proceeds of any assets held by the Calculation Agent as Intermediate Hedge Positions shall be deemed to be used in priority to extinguish any liability, if any, incurred by the Calculation Agent under its Intermediate Hedge Positions and the Calculation Amount mentioned above can be as low as zero; or

3.2.1.2 *in respect of the payment of any Intermediate Amount as defined in the applicable Final Terms which cannot be in any case lower than an amount strictly positive (the **Minimum Intermediate Amount**)*

Pursuant to the provisions of Condition 3.2, the Issuer shall pay (1) on the Intermediate Payment Date an amount per Note equal to the Minimum Intermediate Amount and (2) on the Maturity Date an amount per Note, determined by the Calculation Agent, equal to the positive difference, if any, between:

(i) (a) the net positive cash amount that the Calculation Agent would be left with on the Intermediate Full Liquidation Date, as a result of liquidating the Intermediate Hedge Positions (*inter alia* by satisfying any obligations or liabilities in place with respect to or part of such Intermediate Hedge Positions, if any, with the liquidation proceeds of the assets of the Intermediate Hedge Positions) minus (b) the Associated Costs (the result of which, converted if necessary into the Specified Currency using the Relevant Spot Exchange Rate on the Intermediate Full Liquidation Date is a **Calculation Amount** for the purposes of this provision and of the Compounding Method) together with (c) interest that would have accrued on such Calculation Amount pursuant to the Compounding Method, during the period (which for the purposes of this provision and of the Compounding Method shall be a **Calculation Period**) between (x) the Intermediate Full Liquidation Date (included) and (y) the fourth Business Day preceding the Maturity Date (excluded),

provided however that

- in respect of Uncertificated Nordic Notes issued by an Issuer other than SG Issuer, cleared and settled through the Swedish Central Securities Depositary (Euroclear Sweden AB), the Finnish Central Securities Depositary (Euroclear Finland Ltd) or the Danish Central Securities Depositary, *Vaerdipapircentralen* (**VP**), all references to the word "fourth" in (y) above shall be deemed to be references to the word "twelfth",

- in respect of Uncertificated Nordic Notes issued by an Issuer other than SG Issuer, cleared and settled through the Norwegian Central Security Depositary (**Verdipapirsentralen**), all references to the word "fourth" in (y) above shall be deemed to be references to the word "tenth", and

- in respect of Uncertificated Nordic Notes issued by SG Issuer, cleared and settled through the Swedish Central Securities Depositary (Euroclear Sweden AB), all references to the word "fourth" in (y) above shall be deemed to be references to the word "nineteenth", and

(ii) an amount equal to the Minimum Intermediate Amount.

For the avoidance of doubt, the liquidation proceeds of any assets held by the Calculation Agent as Intermediate Hedge Positions shall be deemed to be used in priority to extinguish any liability, if any, incurred by the Calculation Agent under its Intermediate Hedge Positions and the Calculation Amount mentioned above can be as low as zero.

3.2.2 Monetisation of any Optional Redemption Amount

3.2.2.1 *In respect of the redemption of Notes whose Optional Redemption Amount as defined in the applicable Final Terms could be as low as zero*

Pursuant to the provisions of Condition 3.2, the Issuer shall pay on the Maturity Date an amount per Note, determined by the Calculation Agent, based on (a) the net positive cash amount that the Calculation Agent would be left with on the Optional Full Liquidation Date, as a result of liquidating the Optional Hedge Positions (*inter alia* by satisfying any obligations or liabilities in place with respect to or part of such Optional Hedge Positions, if any, with the liquidation proceeds of the assets of the Optional Hedge Positions) minus (b) the Associated Costs (the result of which, converted if necessary into the Specified Currency using the Relevant Spot Exchange Rate on the Optional Full Liquidation Date, is a **Calculation Amount** for the purposes of this provision and of the Compounding Method) together with (c) interest that would have accrued on such Calculation Amount pursuant to the Compounding Method, during the period (which for the purposes of this provision and of the Compounding Method shall be a **Calculation Period**) between (x) the Optional Full Liquidation Date (included) and (y) the fourth Business Day preceding the Maturity Date (excluded),

provided however that

- in respect of Uncertificated Nordic issued by an Issuer other than SG Issuer, cleared and settled through the Swedish Central Securities Depositary (Euroclear Sweden AB), the Finnish Central Securities Depositary (Euroclear Finland Ltd) or the Danish Central Securities Depositary, *Vaerdipapircentralen* (**VP**), all references to the word "fourth" in (y) above shall be deemed to be references to the word "twelfth",

- in respect of Uncertificated Nordic Notes issued by an Issuer other than SG Issuer, cleared and settled through the Norwegian Central Security Depositary (**Verdipapirsentralen**), all references to the word "fourth" in (y) above shall be deemed to be references to the word "tenth", and

- in respect of Uncertificated Nordic Notes issued by SG Issuer, cleared and settled through the Swedish Central Securities Depositary (Euroclear Sweden AB), all references to the word "fourth" in (y) above shall be deemed to be references to the word "nineteenth".

For the avoidance of doubt, the liquidation proceeds of any assets held by the Calculation Agent as Optional Hedge Positions shall be deemed to be used in priority to extinguish any liability, if any,

incurred by the Calculation Agent under its Optional Hedge Positions and the Calculation Amount mentioned above can be as low as zero; or

3.2.2.2 *in respect of the redemption of Notes whose Optional Redemption Amount as defined in the applicable Final Terms cannot be in any case lower than an amount strictly positive (the* ***Optional Minimum Redemption Amount****)*

Pursuant to the provisions of Condition 3.2, the Issuer shall pay (1) on the Optional Redemption Date an amount per Note equal to the Optional Minimum Redemption Amount and (2) on the Maturity Date an amount per Note, determined by the Calculation Agent, equal to the positive difference, if any, between:

(i) (a) the net positive cash amount that the Calculation Agent would be left with on the Optional Full Liquidation Date, as a result of liquidating, the Optional Hedge Positions (*inter alia* by satisfying any obligations or liabilities in place with respect to or part of such Optional Hedge Positions, if any, with the liquidation proceeds of the assets of the Optional Hedge Positions) minus (b) the Associated Costs (the result of which, converted if necessary into the Specified Currency using the Relevant Spot Exchange Rate on the Optional Full Liquidation Date is a **Calculation Amount** for the purposes of this provision and of the Compounding Method) together with (c) interest that would have accrued on such Calculation Amount pursuant to the Compounding Method, during the period (which for the purposes of this provision and of the Compounding Method shall be a **Calculation Period**) between (x) the Optional Full Liquidation Date (included) and (y) the fourth Business Day preceding the Maturity Date (excluded),

provided however that

- in respect of Uncertificated Nordic Notes issued by an Issuer other than SG Issuer, cleared and settled through the Swedish Central Securities Depositary (Euroclear Sweden AB), the Finnish Central Securities Depositary (Euroclear Finland Ltd) or the Danish Central Securities Depositary, *Vaerdipapircentralen* (**VP**), all references to the word “fourth” in (y) above shall be deemed to be references to the word “twelfth”,

- in respect of Uncertificated Nordic Notes issued by an Issuer other than SG Issuer, cleared and settled through the Norwegian Central Security Depositary (**Verdipapirsentralen**), all references to the word “fourth” in (y) above shall be deemed to be references to the word “tenth”, and

- in respect of Uncertificated Nordic Notes issued by SG Issuer, cleared and settled through the Swedish Central Securities Depositary (Euroclear Sweden AB), all references to the word “fourth” in (y) above shall be deemed to be references to the word “nineteenth”, and

(ii) an amount equal to the Optional Minimum Redemption Amount.

For the avoidance of doubt, the liquidation proceeds of any assets held by the Calculation Agent as Optional Hedge Positions shall be deemed to be used in priority to extinguish any liability, if any, incurred by the Calculation Agent under its Optional Hedge Positions and the Calculation Amount mentioned above can be as low as zero;

3.2.3 Monetisation of the Final Redemption Amount

3.2.3.1 *In respect of the redemption of Notes whose Final Redemption Amount as defined in the applicable Final Terms could be as low as zero*

Pursuant to the provisions of Condition 3.2, the Issuer shall pay on the Maturity Date an amount per Note, determined by the Calculation Agent, based on (a) the net positive cash amount that the

Calculation Agent would be left with on the Full Liquidation Date, as a result of liquidating the Hedge Positions (*inter alia* by satisfying any obligations or liabilities in place with respect to or part of such Hedge Positions, if any, with the liquidation proceeds of the assets of the Hedge Positions) minus (b) the Associated Costs (the result of which, converted if necessary into the Specified Currency using the Relevant Spot Exchange Rate on the Full Liquidation Date, is a **Calculation Amount** for the purposes of this provision and of the Compounding Method) together with (c) interest that would have accrued on such Calculation Amount pursuant to the Compounding Method, during the period (which for the purposes of this provision and of the Compounding Method shall be a **Calculation Period**) between (x) the Full Liquidation Date (included) and (y) the fourth Business Day preceding the Maturity Date (excluded),

provided however that

- in respect of Uncertificated Nordic Notes issued by an Issuer other than SG Issuer, cleared and settled through the Swedish Central Securities Depositary (Euroclear Sweden AB), the Finnish Central Securities Depositary (Euroclear Finland Ltd) or the Danish Central Securities Depositary, *Vaerdipapircentralen* (**VP**), all references to the word "fourth" in (y) above shall be deemed to be references to the word "twelfth",

- in respect of Uncertificated Nordic Notes issued by an Issuer other than SG Issuer, cleared and settled through the Norwegian Central Security Depositary (**Verdipapirsentralen**), all references to the word "fourth" in (y) above shall be deemed to be references to the word "tenth", and

- in respect of Uncertificated Nordic Notes issued by SG Issuer, cleared and settled through the Swedish Central Securities Depositary (Euroclear Sweden AB), all references to the word "fourth" in (y) above shall be deemed to be references to the word "nineteenth".

For the avoidance of doubt, the liquidation proceeds of any assets held by the Calculation Agent as Hedge Positions shall be deemed to be used in priority to extinguish any liability, if any, incurred by the Calculation Agent under its Hedge Positions and the Calculation Amount mentioned above can be as low as zero; or

3.2.3.2 *in respect of the redemption of Notes whose Final Redemption Amount as defined in the applicable Final Terms cannot be in any case lower than an amount strictly positive (the **Minimum Redemption Amount**)*

Pursuant to the provisions of Condition 3.2, the Issuer shall pay on the Maturity Date an amount per Note, determined by the Calculation Agent, equal to the sum of (1) the Minimum Redemption Amount and (2) an amount, equal to the positive difference, if any, between:

(i) (a) the net positive cash amount that the Calculation Agent would be left with on the Full Liquidation Date, as a result of liquidating, the Hedge Positions (*inter alia* by satisfying any obligations or liabilities in place with respect to or part of such Hedge Positions, if any, with the liquidation proceeds of the assets of the Hedge Positions) minus (b) the Associated Costs (the result of which, converted if necessary into the Specified Currency using the Relevant Spot Exchange Rate on the Full Liquidation Date, is a **Calculation Amount** for the purposes of this provision and of the Compounding Method) together with (c) interest that would have accrued on such Calculation Amount pursuant to the Compounding Method, during the period (which for the purposes of this provision and of the Compounding Method shall be a **Calculation Period**) between (x) the Full Liquidation Date (included) and (y) the fourth Business Day preceding the Maturity Date (excluded),

provided however that

- in respect of Uncertificated Nordic Notes issued by an Issuer other than SG Issuer, cleared and settled through the Swedish Central Securities Depositary (Euroclear Sweden AB), the Finnish Central Securities Depositary (Euroclear Finland Ltd) or the Danish Central Securities Depositary, *Vaerdipapircentralen* (**VP**), all references to the word "fourth" in (y) above shall be deemed to be references to the word "twelfth",
- in respect of Uncertificated Nordic Notes issued by an Issuer other than SG Issuer, cleared and settled through the Norwegian Central Security Depositary (**Verdipapirsentralen**), all references to the word "fourth" in (y) above shall be deemed to be references to the word "tenth", and
- in respect of Uncertificated Nordic Notes issued by SG Issuer, cleared and settled through the Swedish Central Securities Depositary (Euroclear Sweden AB), all references to the word "fourth" in (y) above shall be deemed to be references to the word "nineteenth", and

(ii) an amount equal to the Minimum Redemption Amount.

For the avoidance of doubt, the liquidation proceeds of any assets held by the Calculation Agent as Hedge Positions shall be deemed to be used in priority to extinguish any liability, if any, incurred by the Calculation Agent under its Hedge Positions and the Calculation Amount mentioned above can be as low as zero.

3.2.4 Definitions specific to the Monetisation until the Maturity Date

Adjusted Calculation Amount means (a) in respect of the first Compounding Period of a Calculation Period, the Calculation Amount for that Calculation Period and (b) in respect of any succeeding Compounding Period in that Calculation Period, an amount equal to the sum of the Calculation Amount for that Calculation Period and the Compounding Period Amounts for each of the previous Compounding Periods in that Calculation Period;

Associated Costs means an amount determined by the Calculation Agent in its reasonable discretion equal to the sum of (without duplication) all costs (including, without limitation, cost of funding), losses, expenses, tax and duties incurred by the Calculation Agent in connection with the termination, liquidation or re-establishment of the Intermediate Hedge Positions, the Optional Hedge Positions, and/or the Hedge Positions, as the case may be, such amount to be apportioned pro rata amongst the Specified Denomination of each outstanding Note.

Compounding Date means, in respect of a Calculation Period, each Business Day of such Calculation Period;

Compounding Method means, when interest is specified herein as accruing pursuant to the Compounding Method, that the amount of interest shall be equal to the sum of the Compounding Period Amounts for each Compounding Period in the related Calculation Period,

Compounding Period means, in respect of a Calculation Period, each period from and including a Compounding Date to but excluding the immediately following Compounding Date during that Calculation Period;

Compounding Period Amount means, in respect of a Compounding Period, the product of (a) the Adjusted Calculation Amount, (b) the Compounding Rate and (c) the Day Count Fraction;

Compounding Rate means, in respect of a Compounding Period Amount, the interbank overnight rate in the Specified Currency as determined by the Calculation Agent on the first day of the relevant Compounding Period; the specific Compounding Rate used in respect of a Specified Currency shall be available at the office of the Calculation Agent from the first day of a Calculation Period; and

Day Count Fraction means, for the purposes of Compounding Method above, the exact number of days in a Compounding Period (the first included and the last excluded), divided by 360.

Full Liquidation Date means, in respect of the Maturity Date, the date on which the liquidation proceeds of the Hedge Positions (including *inter alia* by satisfying any obligations or liabilities in place with respect to or part of such Hedge Positions, if any, with the liquidation proceeds of the assets of such Hedge Positions) are deemed, as determined by the Calculation Agent, to be fully received by the Calculation Agent.

Hedge Positions means any purchase, sale, entry into or maintenance, by the Calculation Agent, of one or more (a) positions or contracts in securities, options, futures, derivatives, interest rate transactions or foreign exchange transactions, (b) securities lending/borrowing transactions, (c) cash deposits or cash borrowings and/or (d) other instruments, arrangements, assets or liabilities howsoever described, in order to hedge individually or on a portfolio basis, the part of the Issuer's obligations under the Notes linked to or indexed to the relevant Underlying(s) due on the Maturity Date apportioned pro rata to each outstanding Note provided that, if the Intermediate Full Liquidation Date and/or the Optional Full Liquidation Date has not occurred on or before the fourth Business Day preceding the Maturity Date, then Hedge Positions will include the Intermediate Hedge Positions and/or the Optional Hedge Positions,

provided further that

(i) in respect of Uncertificated Nordic Notes issued by an Issuer other than SG Issuer, cleared and settled through the Swedish Central Securities Depositary (Euroclear Sweden AB), the Finnish Central Securities Depositary (Euroclear Finland Ltd) or the Danish Central Securities Depositary, *Vaerdipapircentralen* (**VP**), all references to the word "fourth" above shall be deemed to be references to the word "twelfth",

(ii) in respect of Uncertificated Nordic Notes issued by an Issuer other than SG Issuer, cleared and settled through the Norwegian Central Security Depositary (**Verdipapirsentralen**), all references to the word "fourth" above shall be deemed to be references to the word "tenth", and

(iii) in respect of Uncertificated Nordic Notes issued by SG Issuer, cleared and settled through the Swedish Central Securities Depositary (Euroclear Sweden AB), all references to the word "fourth" above shall be deemed to be references to the word "nineteenth".

Intermediate Amount means either an Interest Amount or an Instalment Amount.

Intermediate Full Liquidation Date means, in respect of any Intermediate Payment Date, the date on which the liquidation proceeds of the Intermediate Hedge Positions (including *inter alia* by satisfying any obligations or liabilities in place with respect to or part of such Intermediate Hedge Positions, if any, with the liquidation proceeds of the assets of such Intermediate Hedge Positions) are deemed, as determined by the Calculation Agent, to be fully received by the Calculation Agent.

Intermediate Hedge Positions means any purchase, sale, entry into or maintenance, by the Calculation Agent, of one or more (a) positions or contracts in securities, options, futures, derivatives, interest rate transactions or foreign exchange transactions, (b) securities lending/borrowing transactions, (c) cash deposits or cash borrowings and/or (d) other instruments, arrangements, assets or liabilities howsoever described, in order to hedge individually or on a portfolio basis, the part of the Issuer's obligations under the Notes linked to or indexed to the relevant Underlying(s) due on an Intermediate Payment Date, apportioned pro rata to each outstanding Note.

Intermediate Payment Date means either an Interest Payment Date or an Instalment Date specified as such in the Final Terms of the relevant Notes.

Maturity Date means the date specified as such in the Final Terms of the relevant Notes.

Optional Redemption Amount means the amount specified as such in the Final Terms of the relevant Notes.

Optional Redemption Date means the date specified as such in the Final Terms of the relevant Notes.

Optional Full Liquidation Date means, in respect of an Optional Redemption Date, the date on which the liquidation proceeds of the Optional Hedge Positions (including inter alia by satisfying any obligations or liabilities in place with respect to or part of such Optional Hedge Positions, if any, with the liquidation proceeds of the assets of such Optional Hedge Positions) are deemed, as determined by the Calculation Agent, to be fully received by the Calculation Agent.

Optional Hedge Positions means any purchase, sale, entry into or maintenance, by the Calculation Agent, of one or more (a) positions or contracts in securities, options, futures, derivatives, interest rate transactions or foreign exchange transactions, (b) securities lending/borrowing transactions, (c) cash deposits or cash borrowings and/or (d) other instruments, arrangements, assets or liabilities howsoever described, in order to hedge individually or on a portfolio basis, the part of the Issuer's obligations under the Notes linked to or indexed to the relevant Underlying(s) due on an Optional Redemption Date, apportioned pro rata to each outstanding Note.

Relevant Spot Exchange Rate means in respect of a date and an amount to be converted in the Specified Currency, the rate of exchange of the currency in which such amount is denominated into the Specified Currency used to convert such amount on such date into the Specified Currency as determined by the Calculation Agent.

3.3 Hedging Disruption, Increased Cost of Hedging, Insolvency Filing and consequences - Change in Law and consequences

3.3.1 Hedging Disruption, Increased Cost of Hedging and Insolvency Filing

Hedging Disruption means, in respect of Notes that have one or more ADR(s) as Underlying(s), that Société Générale or one of its affiliates is unable, after using commercially reasonable efforts, to either (a) acquire, establish, re-establish, substitute, maintain, unwind or dispose of any transaction(s) or asset(s) it deems necessary to hedge the equity price risk (or any other relevant price risk including, but not limited to, the currency risk) of entering into and performing its obligations with respect to the Notes or the agreement entered into with Société Générale by the Issuer of the Notes; or (b) freely realize, recover, receive, repatriate, remit or transfer the proceeds of Hedge Positions as the case may be between accounts within the jurisdiction of the Hedge Positions (the **Affected Jurisdiction**) or from accounts within the Affected Jurisdiction to accounts outside of the Affected Jurisdiction.

Increased Cost of Hedging means, in respect of Notes that have one or more ADR(s) as Underlying(s), that Société Générale or one of its affiliates would incur a materially increased (as compared with circumstances existing on the date(s) on which Société Générale enters into the Hedge Positions in respect of the Notes) amount of tax, duty, expense or fee (other than brokerage commissions) to (a) acquire, establish, re-establish, substitute, maintain, unwind or dispose of any transaction(s) or asset(s) it deems necessary to hedge the equity price risk of entering into and performing its obligations with respect to the Notes or (b) freely realize, recover or remit the proceeds of its Hedge Positions.

Insolvency Filing means, in respect of Notes that have one or more ADR(s) as Underlying(s) that the Company institutes or has instituted against it by a regulator, supervisor or any similar official with primary insolvency, rehabilitative or regulatory jurisdiction over it in the jurisdiction of its incorporation or organization or the jurisdiction of its head home office, or it consents to a proceeding seeking a judgment of insolvency or bankruptcy or any other relief under any bankruptcy or insolvency law or other similar law affecting creditor's rights, or a petition is presented for its winding-up or liquidation by it or such regulator, supervisor or similar official or it consents to such a petition, provided that proceedings instituted or petitions presented by creditors and not consented to by the Company shall not be deemed an Insolvency Filing.

In case of the occurrence of a Hedging Disruption or an Increased Cost of Hedging relating to an ADR or of the occurrence of an Insolvency Filing relating to an ADR (the **Affected Underlying**), the Calculation Agent may:

A. consider such event as an event triggering an early redemption of the Notes (hereafter, an **Early Redemption Event**). In that case where an Early Redemption Event occurs, the Issuer shall terminate its obligations under the Notes and shall pay or cause to be paid an Early Redemption Amount on the basis of the Market Value as defined in English law Condition 5.8 and French law Condition 5.8; or

B. replace the Affected Underlying by a new underlying which is representative of the same economic or geographic sector; or

C. apply the Monetisation until the Maturity Date (as defined above).

3.3.2 Change in Law

Change in Law means in respect of Notes that have one or more ADR(s) as Underlying(s) that, on or after the first to occur of (a) the Issue Date and (b) the first Valuation Date of the Notes (i) due to the adoption of any change in any applicable law or regulation (including without limitation, any tax law) or (ii) due to the promulgation of or any change in the interpretation by any court, tribunal or regulatory authority with competent jurisdiction of any applicable law or regulation (including any action taken by a taxing authority), the Calculation Agent determines in good faith that it has become illegal for Société Générale or one of its affiliates to hold, acquire or dispose of Hedge Positions or to maintain the agreement entered into with Société Générale or one of its affiliates by the Issuer of the Notes, relating to the Underlying of the Notes (the **Affected Underlying**).

Upon the occurrence, in the determination of the Calculation Agent, on or prior to the last Valuation Date or the last Averaging Date of a Change in Law, then the Calculation Agent will decide with regard to the Affected Underlying by such Change in Law, either:

A. consider such event as an event triggering an early redemption of the Notes (hereafter, an **Early Redemption Event**). In that case where an Early Redemption Event occurs, the Issuer shall terminate its obligations under the Notes and shall pay or cause to be paid an Early Redemption Amount on the basis of the Market Value as defined in English law Condition 5.8 and French law Condition 5.8; or

B. replace the Affected Underlying by a new underlying which is representative of the same economic or geographic sector; or

C. apply the Monetisation until the Maturity Date (as defined above).

ADDITIONAL TERMS AND CONDITIONS FOR DIVIDEND LINKED NOTES

1. GENERAL DEFINITIONS

ADR means an American depositary receipt (or the American depositary receipts in case of a Basket) representing shares issued by a Company and which constitute deposited securities.

Averaging Date means, in respect of a Valuation Date and a Share, an ADR or an Index, each date specified as such in the applicable Final Terms for the purpose of determining an average (or if such date is not a Scheduled Trading Day, the next following Scheduled Trading Day) unless such day is a Disrupted Day in which case it shall be postponed pursuant to the provisions of "*Consequences of Disrupted Days for a Share, an ADR or an Index*".

Basket means a basket composed of the Shares and/or ADR and/or Indices in the relative proportions or numbers of Shares, ADR and/or Indices specified in the applicable Final Terms.

Business Day means a "Business Day" as defined in English law Condition 3 and in French law Condition 3, determined on the basis of the Specified Currency of the relevant Notes.

Calculation Agent has the meaning given to that expression in English law Condition 10 and in French law Condition 10.

Company means, in respect of a Share, the issuer of such Share and, in respect of an ADR, the issuer of the deposited securities related to such ADR.

Designated Contract means an options or futures contract on the Share or ADR traded on the Related Exchange with an expiry date (or the date which would have been the expiry date but for that day being a Disrupted Day or not being a Scheduled Trading Day) that matches the relevant Valuation Date specified in the applicable Final Terms.

Dividend means in respect of a Share or an ADR:

A. an amount of dividend per Share or ADR as declared by the Company, before the withholding or deduction of taxes at source by or on behalf of any applicable authority having power to tax in respect of such a dividend (an **Applicable Authority**), but which shall not take into account:

   (a) any imputation or other credits, refunds or deductions granted by an Applicable Authority (together, the **Credits**); and

   (b) any taxes, credits, refunds or benefits imposed, withheld, assessed or levied on the Credits referred to in (a) above, and/or

B. an amount per Share or ADR being the cash value of any dividend paid in shares (whether or not such dividend comprises shares that are not the ordinary shares of the issuer) declared by the Company (or, if no cash value is declared by the relevant issuer, the cash value of such dividend as determined by the Calculation Agent, calculated by reference to the opening price of such ordinary shares on the Ex-Dividend Date applicable to that dividend) provided that if holders of record of the relevant Share or ADR may elect between receiving an amount as defined in (A) above or in this subparagraph (B), the dividend shall be deemed to be an amount as defined in (A) above.

Provided that, this definition shall exclude (a) any dividends in relation to which the Index Sponsor makes an adjustment to the Index when the Share or ADR is considered as a component of an Index, or (b) any dividends in relation to which the Related Exchange makes an adjustment to the Designated Contract when the Share or ADR is considered individually or as part of a basket (however where the

Index Sponsor has adjusted the Index for part of a dividend or as the case may be the Related Exchange, the provisions above shall apply only to the unadjusted part).

Dividend Period means the period specified as such in the applicable Final Terms.

Disrupted Day means:

A. in respect of a Share or an ADR (or, in the case of a Basket of Shares or ADR, in respect of any Share or ADR comprising the Basket and observed separately), any Scheduled Trading Day on which (a) a relevant Exchange or Related Exchange fails to open for trading during its regular trading session or (b) a Market Disruption Event has occurred;

B. in respect of an Index, any Scheduled Trading Day on which (a) a relevant Related Exchange fails to open for trading during its regular trading session, (b) a Market Disruption Event has occurred or (c) the Index Sponsor fails to publish the Closing Price of the Index.

Exchange(s) means, in respect of a Share, an ADR or an Index, the corresponding exchange or quotation system specified in the applicable Final Terms, or any successor exchange or quotation system or any substitute exchange or quotation system to which trading in the Share, ADR or Shares or ADR underlying such Index, has temporarily relocated (provided that the Calculation Agent has determined that there is comparable liquidity relative to such Share, ADR or Shares or ADR underlying an Index, on such temporary substitute exchange or quotation system as on the original Exchange). In respect of deposited securities underlying an ADR, **Exchange** means the primary exchange or market of trading of such deposited securities.

Exchange Business Day means:

A. in respect of a Share or an ADR (or, in the case of a Basket of Shares or ADR, in respect of any Share comprising the Basket and observed separately) any Scheduled Trading Day on which each relevant Exchange and Related Exchange are open for trading during their respective regular trading sessions, notwithstanding any such Exchange or Related Exchange closing prior to its Scheduled Closing Time;

B. in respect of an Index (or, in the case of a Basket of Indices, each Index comprising the Basket and observed separately), any Scheduled Trading Day on which the relevant Related Exchange of the Index is open for trading during its regular trading session, notwithstanding any such Related Exchange closing prior to its Scheduled Closing Time and the Index Sponsor publishes the Closing Price of such Index.

Ex-Dividend Date means in respect of a Dividend the date on which the relevant Share or ADR is scheduled to commence trading ex-dividend on the primary exchange or quotation system for such Share or ADR, as determined by the Calculation Agent.

Hedge Positions means any purchase, sale, entry into or maintenance, by Société Générale or one of its affiliate, of one or more (a) positions or contracts in securities, options, futures, derivatives, interest rate transactions or foreign exchange transactions, (b) securities lending/borrowing transactions, (c) any cash deposits or cash borrowing and/or (d) other instruments, arrangements, assets or liabilities howsoever described in order to hedge, individually or on a portfolio basis, the part of Société Générale or one of its affiliate's obligation under the Notes.

Index means an index (or the indices in case of a Basket).

Index Calculation Agent means the entity in charge of calculating and publishing the Index, if different from the Index Sponsor.

Index Sponsor means the corporation or other entity that (a) is responsible for setting and reviewing the rules and procedures and the methods of calculation and adjustments, if any, related to the relevant Index and/or (b) announces (directly or through an Index Calculation Agent) the level of the relevant Index on a regular basis.

Market Disruption Event means, in respect of a Share or an Index, the occurrence or existence of (a) a Trading Disruption, (b) an Exchange Disruption which, in either case, the Calculation Agent determines is material, at any time during the one hour period that ends at the relevant Valuation Time or (c) an Early Closure. For the purpose hereof:

A. **Trading Disruption** means, in respect of a Share or an Index, any suspension of or limitation imposed on trading by the relevant Exchange or Related Exchange or otherwise and whether by reason of movements in price exceeding limits permitted by the relevant Exchange or Related Exchange or otherwise (a) relating to the Share on the Exchange or, in the case of an Index, on the relevant Exchange(s) relating to securities that comprise 20 per cent. or more of the level of the relevant Index or (b) in futures or options contracts relating to the Share or the relevant Index on any relevant Related Exchange;

B. **Exchange Disruption** means, in respect of a Share or an Index, any event (other than an Early Closure) that disrupts or impairs (as determined by the Calculation Agent) the ability of market participants in general to effect transactions in, or obtain market values for (a) the Share on the Exchange, or, in the case of an Index, on any relevant Exchange(s) relating to securities that comprise 20 per cent. or more of the level of the relevant Index, or (b) futures or options contracts relating to the Share or the relevant Index on any relevant Related Exchange;

C. **Early Closure** means, the closure on any Exchange Business Day of (a) (i) in the case of a Share, the relevant Exchange, or (ii) in the case of an Index any relevant Exchange(s) relating to securities that comprise 20 per cent. or more of the level of the relevant Index, or (b) any Related Exchange, prior to its Scheduled Closing Time unless such earlier closing is announced by such Exchange or Related Exchange (as the case may be) at least one hour prior to the earlier of (x) the actual closing time for the regular trading session on such Exchange or Related Exchange (as the case may be) on such Exchange Business Day and (y) the submission deadline for orders to be entered into the Exchange or Related Exchange system for execution at the relevant Valuation Time on such Exchange Business Day.

With respect to an ADR issued pursuant to a deposit agreement (a) references to Share in the definitions of **Market Disruption Event**, **Trading Disruption**, **Exchange Disruption** and **Early Closure** above refer both to the ADR and to the related deposited securities relating to such ADR, and (b) references to Exchange and Related Exchange in these definitions refer to such exchanges as they relate to both the ADR and to the related deposited securities relating to such ADR. For the avoidance of doubt, a Disrupted Day will be deemed to have occurred with respect to an ADR if a Disrupted Day has occurred with respect to the related deposited securities.

Official Index Divisor means the value, calculated by the Index Sponsor, necessary to ensure that the numerical value of the Index remains unchanged after a change in the composition of the Index. The value of the Index after any change in its composition is divided by the Official Index Divisor to ensure that the value of the Index returns to its normalised value.

Official Number means, in respect of a date, an Index and a Share or an ADR comprising such Index, the number of free-floating shares relating to such Share or ADR comprised in the Index, as calculated and published by the Index Sponsor on such date, subject to "*Failure to Publish*" under Condition 3.1.4 below.

Related Exchange(s) means, in respect of a Share, an ADR or an Index (and, with respect to an ADR, the related deposited securities), each exchange or quotation system where trading has a material effect (as determined by the Calculation Agent) on the overall market for futures and options contracts relating

to such Share, ADR, Index or deposited securities, any successor exchange or quotation system or any substitute exchange or quotation system to which trading in futures or options contracts relating to a Share, ADR, Index or deposited securities, has temporarily relocated (provided that the Calculation Agent has determined that there is comparable liquidity relative to the futures or options contracts relating such Share, ADR, Index or deposited securities, on such temporary substitute exchange or quotation system as on the original Related Exchange).

Scheduled Closing Time means, in respect of an Exchange or Related Exchange, the scheduled weekday closing time of such Exchange or Related Exchange, without regard to after hours or any other trading outside of the regular trading session hours.

Scheduled Trading Day means:

A. in respect of a Share or an ADR (or, in the case of a Basket of Shares or ADR, in respect of any Share or ADR comprising the Basket and observed separately), any day on which each Exchange and each Related Exchange, if any, are scheduled to be open for trading for their respective regular trading session;

B. in respect of an Index, any day on which (a) the Index Sponsor is scheduled to publish the Closing Price of the Index and (b) the Related Exchange is scheduled to be open for trading during its regular trading session.

Share(s) means a share of the Company (or the shares of the relevant Company in case of a Basket).

Valuation Date means, in respect of a Share, an ADR or an Index, each date specified as such in the applicable Final Terms (or, if such date is not a Scheduled Trading Day for such Share, ADR or Index, the next following Scheduled Trading Day), unless such day is a Disrupted Day in which case it shall be postponed pursuant to the provisions of "*Consequences of Disrupted Days for a Share, an ADR or an Index*".

Valuation Time means, in respect of a Share, an ADR or an Index, the Scheduled Closing Time provided however that if the Exchange closes prior to its Scheduled Closing Time, the Valuation Time shall be the actual closing time of the Exchange.

2. CONSEQUENCES OF DISRUPTED DAYS FOR A SHARE, AN ADR OR AN INDEX

If any Valuation Date or Averaging Date specified in the applicable Final Terms (the **Scheduled Valuation Date** and the **Scheduled Averaging Date** respectively), is a Disrupted Day for a Share, an ADR or an Index, the Valuation Date or the Averaging Date for such Share, ADR or Index shall be the first succeeding Scheduled Trading Day that is not a Disrupted Day in respect of that Share, ADR or Index, unless each of the eight Scheduled Trading Days immediately following the Scheduled Valuation Date or the Scheduled Averaging Date is also a Disrupted Day. In that case, that eighth Scheduled Trading Day shall be deemed to be the Valuation Date or Averaging Date, for the Share, ADR or Index notwithstanding the fact that such day is a Disrupted Day;

Provided that if the Share, ADR or Index is included in a Basket, the hereabove provisions shall apply only to the Share, ADR or Index affected by the occurrence of a Disrupted Day and the Valuation Date or the Averaging Date for each Share, ADR or Index not affected by a Disrupted Day shall be the Scheduled Valuation Date or the Scheduled Averaging Date.

Provided however that,

(a) if a Scheduled Averaging Date is a Disrupted Day, the Averaging Date shall be postponed pursuant to the provisions above to the first succeeding Scheduled Trading Day that is not a Disrupted Day provided it is not also a Scheduled Averaging Date; if on the eighth Scheduled Trading Day following the Scheduled Averaging Date a Scheduled Trading Day that is not a

Disrupted Day nor another Scheduled Averaging Date has not occurred, then that eighth Scheduled Trading Day shall be deemed the Averaging Date (irrespective of whether that eighth Scheduled Trading Day is also a Scheduled Averaging Date);

(b) notwithstanding the foregoing, a Valuation Date or an Averaging Date (postponed as the case may be pursuant to the provisions above) shall occur not later than the fourth Business Day before the date of any payment to be made under the Notes on the basis of determinations made on such Valuation Date or Averaging Date; if a Valuation Date or an Averaging Date (postponed as the case may be pursuant to the provisions above) would fall less than the fourth Business Day prior to the date of any payment to be made under the Notes on the basis of determinations made on such Valuation Date or Averaging Date, then that fourth Business Day shall be deemed the Valuation Date or Averaging Date,

provided however that

(i) in respect of Uncertificated Nordic Notes issued by an Issuer other than SG Issuer, cleared and settled through the Swedish Central Securities Depositary (Euroclear Sweden AB), the Finnish Central Securities Depositary (Euroclear Finland Ltd) or the Danish Central Securities Depositary, *Vaerdipapircentralen* (**VP**), all references to the word "fourth" above shall be deemed to be references to the word "twelfth",

(ii) in respect of Uncertificated Nordic Notes issued by an Issuer other than SG Issuer, cleared and settled through the Norwegian Central Security Depositary (**Verdipapirsentralen**), all references to the word "fourth" above shall be deemed to be references to the word "tenth", and

(iii) in respect of Uncertificated Nordic Notes issued by SG Issuer, cleared and settled through the Swedish Central Securities Depositary (Euroclear Sweden AB), cleared and settled through the Swedish Central Securities Depositary (Euroclear Sweden AB), all references to the word "fourth" above shall be deemed to be references to the word "nineteenth".

3. ADJUSTMENTS, EXTRAORDINARY EVENTS, MONETISATION UNTIL THE MATURITY DATE, HEDGING DISRUPTION, INCREASED COST OF HEDGING, INSOLVENCY FILING AND CHANGE IN LAW RELATING TO DIVIDENDS

3.1 Adjustments and Events relating to Dividends

3.1.1 Potential Adjustment Events relating to Shares or ADR

Potential Adjustment Event means, in relation to a Share, any of the following:

A. a subdivision, consolidation or reclassification of such Share (unless resulting in a Merger Event), including, for the avoidance of doubt, a stock split or reverse stock split, or a free distribution or dividend of any such Shares to existing holders by way of bonus, capitalisation or similar issue;

B. a distribution, issue or dividend to existing holders of such Share of (a) such Shares, (b) other share capital or securities granting the right to payment of dividends and/or the proceeds of liquidation of the Company equally or proportionately with such payments to holders of such Shares, (c) share capital, other securities of another issuer acquired or owned (directly or indirectly) by the Company as a result of a spin-off or other similar transaction, or (d) any other type of securities, rights or warrants or other assets, in any case for payment (in cash or otherwise) at less than the prevailing market price as determined by the Calculation Agent;

C. an extraordinary dividend as determined by the Calculation Agent;

D. a call by the Company in respect of Shares that are not fully paid;

E. a repurchase by the Company or any of its subsidiaries of Shares whether out of profits or capital and whether the consideration for such repurchase is cash, securities or otherwise;

F. an event that results in any shareholder rights being distributed or becoming separated from shares of common stock or other shares of the capital stock of the Company pursuant to a shareholder rights plan or arrangement directed against hostile takeovers that provides upon the occurrence of certain events for a distribution of preferred stock, warrants, debt instruments or stock rights at a price below their market value, as determined by the Calculation Agent provided that any adjustment effected as a result of such an event shall be readjusted upon any redemption of such rights; or

G. any other event having, in the opinion of the Calculation Agent, a diluting or concentrative effect on the theoretical value of the Shares.

With respect to an ADR, references to **Share** in the definition of **Potential Adjustment Event** above refer to the deposited securities underlying such ADR.

3.1.2 Extraordinary Events relating to Shares or ADR

Extraordinary Events means, in relation to a Share or an ADR, the occurrence of (a) a Merger Event, (b) a De-merger Event, (c) a De-listing Event, (d) an Insolvency, (e) a Nationalization or (f) a Participation Event. For the purpose hereof:

(a) **De-listing Event** means, in respect of a Share or an ADR, that such Share or ADR (or deposited securities related to such ADR): (a) ceases to be listed, traded or publicly quoted on the relevant Exchange or listing compartment of the relevant Exchange (for any reason other than a Merger Event or a tender offer) and is not immediately re-listed, re-traded or re-quoted on an exchange or quotation system located in the same country as the Exchange (or where the Exchange is within the European Union, in any Member State of the European Union) or (b) has its listing, trading or public quotation maintained in inappropriate conditions in the opinion of the Calculation Agent (such conditions to include, without limitation, a lack of liquidity or the disappearance of the relevant futures and/or option contract of the relevant Share) or (c) with respect to an ADR, the related deposit agreement is terminated.

(b) **De-merger Event** means, in respect of any Share or ADR, that the Company relevant to such Share or ADR is affected by a de-merger including, without limitation, a spin off, *scission* or any operation of a similar nature.

(c) **Insolvency** means, in respect of a Company, voluntary or involuntary liquidation, bankruptcy, insolvency, dissolution or winding-up of, or any analogous proceeding affecting, such Company, as determined in good faith by the Calculation Agent.

(d) **Merger Event** means, in respect of any Share:

A. any reclassification or change of such Share (including the change of currency reference of the Share) that results in a transfer of or an irrevocable commitment to transfer all of such Share outstanding to another entity or person;

B. any consolidation, amalgamation, merger or binding share exchange of the relevant Company with or into another entity (other than a consolidation, amalgamation or merger in which such Company is the continuing entity and which does not result in a reclassification or change of all of such Shares outstanding);

C. other take-over offer, tender offer, exchange offer, solicitation, proposal or other event by any entity or person to purchase or otherwise obtain 100 per cent. of the outstanding Shares that results in a transfer of or an irrevocable commitment to transfer all or part of such Shares (other than any of such Shares owned or controlled by the offeror);

D. any consolidation, amalgamation, merger or binding share exchange of the relevant Company or its subsidiaries with or into another entity in which such Company is the continuing entity and which does not result in a reclassification or change of all of such Shares outstanding but results in the outstanding Shares (other than Shares owned or controlled by such other entity) immediately prior to such event collectively representing less than 50 per cent. of the outstanding Shares immediately following such event; or

E. take-over offer, tender offer, exchange offer, solicitation, proposal or other event by any entity or person that results in such entity or person purchasing or otherwise obtaining or having the right to obtain, by conversion or other means, greater than 10 per cent. and less than 100 per cent. of the outstanding voting shares of the Company, as determined by the Calculation Agent based upon the making of filings with governmental or self-regulatory agencies or such other information as the Calculation Agent deems relevant.

With respect to an ADR issued pursuant to a deposit agreement references to **Share** in this definition refer to the deposited securities underlying such ADR.

(e) **Nationalization** means that all the Shares or all or substantially all of the assets of a Company are nationalised, expropriated or are otherwise required to be transferred to any governmental agency, authority, entity or instrumentality thereof.

(f) **Participation Event** means that a Company (whose Shares or ADR form part of a Basket) takes a stake exceeding 20 per cent. of another Company whose Shares or ADR also form part of the Basket.

3.1.3 Adjustments

Adjustments in relation to an Index the components of which are used to determine the amounts due under Notes indexed on Dividends

If an event occurs affecting the Index the components of which are used to determine the amounts due under Notes indexed on Dividends, which in the determination of the Calculation Agent has a material effect on the amounts due under the Notes, then the Calculation Agent shall either:

A. adjust any terms of the Notes, it determines appropriate, in order to take into account the economic effect on the Notes of such event; or

B. replace the Index by a new index provided that such index is (a) representative of the same economic or geographic sector (as the case may be), and (b) to the extent possible, representative of shares listed on one or more Exchanges of one or more OECD countries; or

C. consider such event as an event triggering an early redemption of the Notes and then the Issuer shall terminate its obligations under the Notes and pay to each Noteholder, as soon as possible after the occurrence of the event giving rise to the relevant adjustment, an Early Redemption Amount on the basis of Market Value as defined in English law Condition 5.8 and French law Condition 5.8; or

D. apply Monetisation until the Maturity Date (as defined below).

Adjustments in relation to a Share or ADR the dividend of which is used to determine the amounts due under Notes indexed on Dividends

If an Extraordinary Event (as defined in Condition 3.1.2 above) occurs affecting the Share or ADR (the **Affected Share** or the **Affected ADR**) the dividend of which is used to determine the amounts due under Notes indexed on Dividends, then the Calculation Agent shall either:

A. adjust any terms of the Notes, it determines appropriate, in order to take into account the economic effect on the Notes of such event; or

B. replace the Affected Share or the Affected ADR by the resulting share or by a new share or ADR which related deposited securities were issued by a company of a similar international standing or creditworthiness as the Company related to the Affected Share or the Affected ADR; or

C. consider such event as an event triggering an early redemption of the Notes and then the Issuer shall terminate its obligations under the Notes and pay to each Noteholder, as soon as possible after the occurrence of the event giving rise to the relevant adjustment, an Early Redemption Amount on the basis of Market Value as defined in English law Condition 5.8 and French law Condition 5.8, or

D. apply Monetisation until the Maturity Date (as defined below).

If a Potential Adjustment Event (as defined in Condition 3.1.1 above) occurs affecting the Share or ADR (the **Affected Share** or the **Affected ADR**) the dividend of which is used to determine the amounts due under Notes indexed on Dividends, then the Calculation Agent will, subject to the provisions of the last paragraph of the definition of "Dividend" in Condition 1 above, adjust any terms of the Notes, it determines appropriate, in order to take into account the economic effect on the Notes of such event.

3.1.4 Extraordinary Events relating to Dividends

Failure to Publish

If during the Dividend Period, the Index Sponsor fails (for whatever reason including without limitation, a Market Disruption Event) to calculate and publish the number of free-float shares in respect of any Share or ADR or the Official Index Divisor, then the Calculation Agent shall determine the number of free-float shares in respect of such Share or ADR or the Official Index Divisor (as the case may be).

In making any such determination, the Calculation Agent may (but shall not be obliged to) make reference to the formula for and method of calculating the number of free-float shares or the Official Index Divisor (as the case may be) last in effect prior to the failure by the Index Sponsor to make the relevant calculation or publication.

Dividend Recovery

If (a) the amount actually paid or delivered by an issuer to holders of record of the relevant Share or ADR in respect of any Dividend declared by such issuer (a **Declared Dividend**) to holders of record of such Share or ADR is not equal to such Declared Dividend (**a Dividend Mismatch Event**); or (b) such issuer fails to make any payment or delivery in respect of such Declared Dividend by the third Business Day following the relevant due date, then the Calculation Agent may (but shall not be obliged to) determine any appropriate adjustment to be made to account for such correction or subsequent publication, together with interest, on any amount subsequently due under the Notes.

3.1.5 Corrections

In the event that an Official Index Divisor or number of free floating shares calculated and published by the Index Sponsor (or determined by the Calculation Agent pursuant to the provisions above relating to "*Failure to Publish*" in Condition 3.1.4 above) and utilized for any calculation or determination made in respect of the Notes is subsequently corrected (or, where there has been a Failure to Publish, published by the Index Sponsor) and the correction is published (or, where there has been a Failure to Publish,

publication is made) by the Index Sponsor within five Scheduled Trading Days after the original publication, the Calculation Agent will adjust the Dividend, as required, to take into account such correction, *provided that* such correction or subsequent publication occurs no later than four Business Days prior to the Maturity Date (or any payment date(s) determined in the applicable Final Terms),

provided however that

(i) in respect of Uncertificated Nordic Notes issued by an Issuer other than SG Issuer, cleared and settled through the Swedish Central Securities Depositary (Euroclear Sweden AB), the Finnish Central Securities Depositary (Euroclear Finland Ltd) or the Danish Central Securities Depositary, *Vaerdipapircentralen* (**VP**), all references to the word "four" above shall be deemed to be references to the word "twelve",

(ii) in respect of Uncertificated Nordic Notes issued by an Issuer other than SG Issuer, cleared and settled through the Norwegian Central Security Depositary (**Verdipapirsentralen**), all references to the word "four" above shall be deemed to be references to the word "ten", and

(iii) in respect of Uncertificated Nordic Notes issued by SG Issuer, cleared and settled through the Swedish Central Securities Depositary (Euroclear Sweden AB), all references to the word "four" above shall be deemed to be references to the word "nineteen"..

3.2 Monetisation until the Maturity Date

Following the occurrence of an event giving rise to the Monetisation until the Maturity Date, the Issuer shall no longer be liable for the payment of (1) the Intermediate Amount(s) initially scheduled to be paid on any Intermediate Payment Date and/or (2) the Optional Redemption Amount on the Optional Redemption Date and/or (3) the Final Redemption Amount as defined in the applicable Final Terms on the Maturity Date, but instead will, in full and final satisfaction of its obligations, pay an amount described in Conditions 3.2.1, 3.2.2 or 3.2.3 below.

3.2.1 Monetisation of any Intermediate Amount

3.2.1.1 *In respect of the payment of any Intermediate Amount as defined in the applicable Final Terms which could be as low as zero*

Pursuant to the provisions of Condition 3.2, the Issuer shall pay on the Maturity Date an amount per Note, determined by the Calculation Agent, based on (a) the net positive cash amount that the Calculation Agent would be left with on the Intermediate Full Liquidation Date, as a result of liquidating the Intermediate Hedge Positions (*inter alia* by satisfying any obligations or liabilities in place with respect to or part of such Intermediate Hedge Positions, if any, with the liquidation proceeds of the assets of the Intermediate Hedge Positions) minus (b) the Associated Costs (the result of which, converted if necessary into the Specified Currency using the Relevant Spot Exchange Rate on the Intermediate Full Liquidation Date, is a **Calculation Amount** for the purposes of this provision and of the Compounding Method) together with (c) interest that would have accrued on such Calculation Amount pursuant to the Compounding Method, during the period (which for the purposes of this provision and of the Compounding Method shall be a **Calculation Period**) between (x) the Intermediate Full Liquidation Date (included) and (y) the fourth Business Day preceding the Maturity Date (excluded),

provided however that

- in respect of Uncertificated Nordic Notes issued by an Issuer other than SG Issuer, cleared and settled through the Swedish Central Securities Depositary (Euroclear Sweden AB), the Finnish Central Securities Depositary (Euroclear Finland Ltd) or the Danish Central Securities Depositary, *Vaerdipapircentralen* (**VP**), all references to the word "fourth" in (y) above shall be deemed to be references to the word "twelfth",

- in respect of Uncertificated Nordic Notes issued by an Issuer other than SG Issuer, cleared and settled through the Norwegian Central Security Depositary (**Verdipapirsentralen**), all references to the word "fourth" in (y) above shall be deemed to be references to the word "tenth", and

- in respect of Uncertificated Nordic Notes issued by SG Issuer, cleared and settled through the Swedish Central Securities Depositary (Euroclear Sweden AB), all references to the word "fourth" in (y) above shall be deemed to be references to the word "nineteenth".

For the avoidance of doubt, the liquidation proceeds of any assets held by the Calculation Agent as Intermediate Hedge Positions shall be deemed to be used in priority to extinguish any liability, if any, incurred by the Calculation Agent under its Intermediate Hedge Positions and the Calculation Amount mentioned above can be as low as zero; or

3.2.1.2 *in respect of the payment of any Intermediate Amount as defined in the applicable Final Terms which cannot be in any case lower than an amount strictly positive (the* ***Minimum Intermediate Amount****)*

Pursuant to the provisions of Condition 3.2, the Issuer shall pay (1) on the Intermediate Payment Date an amount per Note equal to the Minimum Intermediate Amount and (2) on the Maturity Date an amount per Note, determined by the Calculation Agent, equal to the positive difference, if any, between:

(i) (a) the net positive cash amount that the Calculation Agent would be left with on the Intermediate Full Liquidation Date, as a result of liquidating the Intermediate Hedge Positions (*inter alia* by satisfying any obligations or liabilities in place with respect to or part of such Intermediate Hedge Positions, if any, with the liquidation proceeds of the assets of the Intermediate Hedge Positions) minus (b) the Associated Costs (the result of which, converted if necessary into the Specified Currency using the Relevant Spot Exchange Rate on the Intermediate Full Liquidation Date is a **Calculation Amount** for the purposes of this provision and of the Compounding Method) together with (c) interest that would have accrued on such Calculation Amount pursuant to the Compounding Method, during the period (which for the purposes of this provision and of the Compounding Method shall be a **Calculation Period**) between (x) the Intermediate Full Liquidation Date (included) and (y) the fourth Business Day preceding the Maturity Date (excluded),

provided however that

- in respect of Uncertificated Nordic Notes issued by an Issuer other than SG Issuer, cleared and settled through the Swedish Central Securities Depositary (Euroclear Sweden AB), the Finnish Central Securities Depositary (Euroclear Finland Ltd) or the Danish Central Securities Depositary, *Vaerdipapircentralen* (**VP**), all references to the word "fourth" in (y) above shall be deemed to be references to the word "twelfth",

- in respect of Uncertificated Nordic Notes issued by an Issuer other than SG Issuer, cleared and settled through the Norwegian Central Security Depositary (**Verdipapirsentralen**), all references to the word "fourth" in (y) above shall be deemed to be references to the word "tenth", and

- in respect of Uncertificated Nordic Notes issued by SG Issuer, cleared and settled through the Swedish Central Securities Depositary (Euroclear Sweden AB), all references to the word "fourth" in (y) above shall be deemed to be references to the word "nineteenth", and

(ii) an amount equal to the Minimum Intermediate Amount.

For the avoidance of doubt, the liquidation proceeds of any assets held by the Calculation Agent as Intermediate Hedge Positions shall be deemed to be used in priority to extinguish any liability, if any, incurred by the Calculation Agent under its Intermediate Hedge Positions and the Calculation Amount mentioned above can be as low as zero.

3.2.2 Monetisation of any Optional Redemption Amount

3.2.2.1 *In respect of the redemption of Notes whose Optional Redemption Amount as defined in the applicable Final Terms could be as low as zero*

Pursuant to the provisions of Condition 3.2, the Issuer shall pay on the Maturity Date an amount per Note, determined by the Calculation Agent, based on (a) the net positive cash amount that the Calculation Agent would be left with on the Optional Full Liquidation Date, as a result of liquidating the Optional Hedge Positions (*inter alia* by satisfying any obligations or liabilities in place with respect to or part of such Optional Hedge Positions, if any, with the liquidation proceeds of the assets of the Optional Hedge Positions) minus (b) the Associated Costs (the result of which, converted if necessary into the Specified Currency using the Relevant Spot Exchange Rate on the Optional Full Liquidation Date, is a **Calculation Amount** for the purposes of this provision and of the Compounding Method) together with (c) interest that would have accrued on such Calculation Amount pursuant to the Compounding Method, during the period (which for the purposes of this provision and of the Compounding Method shall be a **Calculation Period**) between (x) the Optional Full Liquidation Date (included) and (y) the fourth Business Day preceding the Maturity Date (excluded),

provided however that

- in respect of Uncertificated Nordic issued by an Issuer other than SG Issuer, cleared and settled through the Swedish Central Securities Depositary (Euroclear Sweden AB), the Finnish Central Securities Depositary (Euroclear Finland Ltd) or the Danish Central Securities Depositary, *Vaerdipapircentralen* (**VP**), all references to the word "fourth" in (y) above shall be deemed to be references to the word "twelfth",

- in respect of Uncertificated Nordic Notes issued by an Issuer other than SG Issuer, cleared and settled through the Norwegian Central Security Depositary (**Verdipapirsentralen**), all references to the word "fourth" in (y) above shall be deemed to be references to the word "tenth", and

- in respect of Uncertificated Nordic Notes issued by SG Issuer, cleared and settled through the Swedish Central Securities Depositary (Euroclear Sweden AB), all references to the word "fourth" in (y) above shall be deemed to be references to the word "nineteenth".

For the avoidance of doubt, the liquidation proceeds of any assets held by the Calculation Agent as Optional Hedge Positions shall be deemed to be used in priority to extinguish any liability, if any, incurred by the Calculation Agent under its Optional Hedge Positions and the Calculation Amount mentioned above can be as low as zero; or

3.2.2.2 *in respect of the redemption of Notes whose Optional Redemption Amount as defined in the applicable Final Terms cannot be in any case lower than an amount strictly positive (the **Optional Minimum Redemption Amount**)*

Pursuant to the provisions of Condition 3.2, the Issuer shall pay (1) on the Optional Redemption Date an amount per Note equal to the Optional Minimum Redemption Amount and (2) on the Maturity Date an amount per Note, determined by the Calculation Agent, equal to the positive difference, if any, between:

(i) (a) the net positive cash amount that the Calculation Agent would be left with on the Optional Full Liquidation Date, as a result of liquidating, the Optional Hedge Positions (*inter alia* by satisfying

any obligations or liabilities in place with respect to or part of such Optional Hedge Positions, if any, with the liquidation proceeds of the assets of the Optional Hedge Positions) minus (b) the Associated Costs (the result of which, converted if necessary into the Specified Currency using the Relevant Spot Exchange Rate on the Optional Full Liquidation Date is a **Calculation Amount** for the purposes of this provision and of the Compounding Method) together with (c) interest that would have accrued on such Calculation Amount pursuant to the Compounding Method, during the period (which for the purposes of this provision and of the Compounding Method shall be a **Calculation Period**) between (x) the Optional Full Liquidation Date (included) and (y) the fourth Business Day preceding the Maturity Date (excluded),

provided however that

- in respect of Uncertificated Nordic Notes issued by an Issuer other than SG Issuer, cleared and settled through the Swedish Central Securities Depositary (Euroclear Sweden AB), the Finnish Central Securities Depositary (Euroclear Finland Ltd) or the Danish Central Securities Depositary, *Vaerdipapircentralen* (**VP**), all references to the word "fourth" in (y) above shall be deemed to be references to the word "twelfth",

- in respect of Uncertificated Nordic Notes issued by an Issuer other than SG Issuer, cleared and settled through the Norwegian Central Security Depositary (**Verdipapirsentralen**), all references to the word "fourth" in (y) above shall be deemed to be references to the word "tenth", and

- in respect of Uncertificated Nordic Notes issued by SG Issuer, cleared and settled through the Swedish Central Securities Depositary (Euroclear Sweden AB), all references to the word "fourth" in (y) above shall be deemed to be references to the word "nineteenth", and

(ii) an amount equal to the Optional Minimum Redemption Amount.

For the avoidance of doubt, the liquidation proceeds of any assets held by the Calculation Agent as Optional Hedge Positions shall be deemed to be used in priority to extinguish any liability, if any, incurred by the Calculation Agent under its Optional Hedge Positions and the Calculation Amount mentioned above can be as low as zero;

3.2.3 Monetisation of the Final Redemption Amount

3.2.3.1 *In respect of the redemption of Notes whose Final Redemption Amount as defined in the applicable Final Terms could be as low as zero*

Pursuant to the provisions of Condition 3.2, the Issuer shall pay on the Maturity Date an amount per Note, determined by the Calculation Agent, based on (a) the net positive cash amount that the Calculation Agent would be left with on the Full Liquidation Date, as a result of liquidating the Hedge Positions (*inter alia* by satisfying any obligations or liabilities in place with respect to or part of such Hedge Positions, if any, with the liquidation proceeds of the assets of the Hedge Positions) minus (b) the Associated Costs (the result of which, converted if necessary into the Specified Currency using the Relevant Spot Exchange Rate on the Full Liquidation Date, is a **Calculation Amount** for the purposes of this provision and of the Compounding Method) together with (c) interest that would have accrued on such Calculation Amount pursuant to the Compounding Method, during the period (which for the purposes of this provision and of the Compounding Method shall be a **Calculation Period**) between (x) the Full Liquidation Date (included) and (y) the fourth Business Day preceding the Maturity Date (excluded),

provided however that

- in respect of Uncertificated Nordic Notes issued by an Issuer other than SG Issuer, cleared and settled through the Swedish Central Securities Depositary (Euroclear Sweden AB), the Finnish Central Securities Depositary (Euroclear Finland Ltd) or the Danish Central Securities Depositary, *Vaerdipapircentralen* (**VP**), all references to the word "fourth" in (y) above shall be deemed to be references to the word "twelfth",

- in respect of Uncertificated Nordic Notes issued by an Issuer other than SG Issuer, cleared and settled through the Norwegian Central Security Depositary (**Verdipapirsentralen**), all references to the word "fourth" in (y) above shall be deemed to be references to the word "tenth", and

- in respect of Uncertificated Nordic Notes issued by SG Issuer, cleared and settled through the Swedish Central Securities Depositary (Euroclear Sweden AB), all references to the word "fourth" in (y) above shall be deemed to be references to the word "nineteenth".

For the avoidance of doubt, the liquidation proceeds of any assets held by the Calculation Agent as Hedge Positions shall be deemed to be used in priority to extinguish any liability, if any, incurred by the Calculation Agent under its Hedge Positions and the Calculation Amount mentioned above can be as low as zero; or

3.2.3.2 *in respect of the redemption of Notes whose Final Redemption Amount as defined in the applicable Final Terms cannot be in any case lower than an amount strictly positive (the* ***Minimum Redemption Amount****)*

Pursuant to the provisions of Condition 3.2, the Issuer shall pay on the Maturity Date an amount per Note, determined by the Calculation Agent, equal to the sum of (1) the Minimum Redemption Amount and (2) an amount, equal to the positive difference, if any, between:

(i) (a) the net positive cash amount that the Calculation Agent would be left with on the Full Liquidation Date, as a result of liquidating, the Hedge Positions (*inter alia* by satisfying any obligations or liabilities in place with respect to or part of such Hedge Positions, if any, with the liquidation proceeds of the assets of the Hedge Positions) minus (b) the Associated Costs (the result of which, converted if necessary into the Specified Currency using the Relevant Spot Exchange Rate on the Full Liquidation Date, is a **Calculation Amount** for the purposes of this provision and of the Compounding Method) together with (c) interest that would have accrued on such Calculation Amount pursuant to the Compounding Method, during the period (which for the purposes of this provision and of the Compounding Method shall be a **Calculation Period**) between (x) the Full Liquidation Date (included) and (y) the fourth Business Day preceding the Maturity Date (excluded),

provided however that

- in respect of Uncertificated Nordic Notes issued by an Issuer other than SG Issuer, cleared and settled through the Swedish Central Securities Depositary (Euroclear Sweden AB), the Finnish Central Securities Depositary (Euroclear Finland Ltd) or the Danish Central Securities Depositary, *Vaerdipapircentralen* (**VP**), all references to the word "fourth" in (y) above shall be deemed to be references to the word "twelfth",
- in respect of Uncertificated Nordic Notes issued by an Issuer other than SG Issuer, cleared and settled through the Norwegian Central Security Depositary (**Verdipapirsentralen**), all references to the word "fourth" in (y) above shall be deemed to be references to the word "tenth", and
- in respect of Uncertificated Nordic Notes issued by SG Issuer, cleared and settled through the Swedish Central Securities Depositary (Euroclear Sweden AB), all references to the word "fourth" in (y) above shall be deemed to be references to the word "nineteenth", and

(ii) an amount equal to the Minimum Redemption Amount.

For the avoidance of doubt, the liquidation proceeds of any assets held by the Calculation Agent as Hedge Positions shall be deemed to be used in priority to extinguish any liability, if any, incurred by the Calculation Agent under its Hedge Positions and the Calculation Amount mentioned above can be as low as zero.

3.2.4 Definitions specific to the Monetisation until the Maturity Date

Adjusted Calculation Amount means (a) in respect of the first Compounding Period of a Calculation Period, the Calculation Amount for that Calculation Period and (b) in respect of any succeeding Compounding Period in that Calculation Period, an amount equal to the sum of the Calculation Amount for that Calculation Period and the Compounding Period Amounts for each of the previous Compounding Periods in that Calculation Period;

Associated Costs means an amount determined by the Calculation Agent in its reasonable discretion equal to the sum of (without duplication) all costs (including, without limitation, cost of funding), losses, expenses, tax and duties incurred by the Calculation Agent in connection with the termination, liquidation or re-establishment of the Intermediate Hedge Positions, the Optional Hedge Positions, and/or the Hedge Positions, as the case may be, such amount to be apportioned pro rata amongst the Specified Denomination of each outstanding Note.

Compounding Date means, in respect of a Calculation Period, each Business Day of such Calculation Period;

Compounding Method means, when interest is specified herein as accruing pursuant to the Compounding Method, that the amount of interest shall be equal to the sum of the Compounding Period Amounts for each Compounding Period in the related Calculation Period,

Compounding Period means, in respect of a Calculation Period, each period from and including a Compounding Date to but excluding the immediately following Compounding Date during that Calculation Period;

Compounding Period Amount means, in respect of a Compounding Period, the product of (a) the Adjusted Calculation Amount, (b) the Compounding Rate and (c) the Day Count Fraction;

Compounding Rate means, in respect of a Compounding Period Amount, the interbank overnight rate in the Specified Currency as determined by the Calculation Agent on the first day of the relevant Compounding Period; the specific Compounding Rate used in respect of a Specified Currency shall be available at the office of the Calculation Agent from the first day of a Calculation Period; and

Day Count Fraction means, for the purposes of Compounding Method above, the exact number of days in a Compounding Period (the first included and the last excluded), divided by 360.

Full Liquidation Date means, in respect of the Maturity Date, the date on which the liquidation proceeds of the Hedge Positions (including *inter alia* by satisfying any obligations or liabilities in place with respect to or part of such Hedge Positions, if any, with the liquidation proceeds of the assets of such Hedge Positions) are deemed, as determined by the Calculation Agent, to be fully received by the Calculation Agent.

Hedge Positions means any purchase, sale, entry into or maintenance, by the Calculation Agent, of one or more (a) positions or contracts in securities, options, futures, derivatives, interest rate transactions or foreign exchange transactions, (b) securities lending/borrowing transactions, (c) cash deposits or cash borrowings and/or (d) other instruments, arrangements, assets or liabilities howsoever described, in order to hedge individually or on a portfolio basis, the part of the Issuer's obligations under the Notes linked to or indexed to the relevant Underlying(s) due on the Maturity Date apportioned pro rata to each outstanding Note provided that, if the Intermediate Full Liquidation Date and/or the Optional

Full Liquidation Date has not occurred on or before the fourth Business Day preceding the Maturity Date, then Hedge Positions will include the Intermediate Hedge Positions and/or the Optional Hedge Positions,

provided further that

(i) in respect of Uncertificated Nordic Notes issued by an Issuer other than SG Issuer, cleared and settled through the Swedish Central Securities Depositary (Euroclear Sweden AB), the Finnish Central Securities Depositary (Euroclear Finland Ltd) or the Danish Central Securities Depositary, *Vaerdipapircentralen* (**VP**), all references to the word "fourth" above shall be deemed to be references to the word "twelfth",

(ii) in respect of Uncertificated Nordic Notes issued by an Issuer other than SG Issuer, cleared and settled through the Norwegian Central Security Depositary (**Verdipapirsentralen**), all references to the word "fourth" above shall be deemed to be references to the word "tenth", and

(iii) in respect of Uncertificated Nordic Notes issued by SG Issuer, cleared and settled through the Swedish Central Securities Depositary (Euroclear Sweden AB), all references to the word "fourth" above shall be deemed to be references to the word "nineteenth".

Intermediate Amount means either an Interest Amount or an Instalment Amount.

Intermediate Full Liquidation Date means, in respect of any Intermediate Payment Date, the date on which the liquidation proceeds of the Intermediate Hedge Positions (including *inter alia* by satisfying any obligations or liabilities in place with respect to or part of such Intermediate Hedge Positions, if any, with the liquidation proceeds of the assets of such Intermediate Hedge Positions) are deemed, as determined by the Calculation Agent, to be fully received by the Calculation Agent.

Intermediate Hedge Positions means any purchase, sale, entry into or maintenance, by the Calculation Agent, of one or more (a) positions or contracts in securities, options, futures, derivatives, interest rate transactions or foreign exchange transactions, (b) securities lending/borrowing transactions, (c) cash deposits or cash borrowings and/or (d) other instruments, arrangements, assets or liabilities howsoever described, in order to hedge individually or on a portfolio basis, the part of the Issuer's obligations under the Notes linked to or indexed to the relevant Underlying(s) due on an Intermediate Payment Date, apportioned pro rata to each outstanding Note.

Intermediate Payment Date means either an Interest Payment Date or an Instalment Date specified as such in the Final Terms of the relevant Notes.

Maturity Date means the date specified as such in the Final Terms of the relevant Notes.

Optional Redemption Amount means the amount specified as such in the Final Terms of the relevant Notes.

Optional Redemption Date means the date specified as such in the Final Terms of the relevant Notes.

Optional Full Liquidation Date means, in respect of an Optional Redemption Date, the date on which the liquidation proceeds of the Optional Hedge Positions (including inter alia by satisfying any obligations or liabilities in place with respect to or part of such Optional Hedge Positions, if any, with the liquidation proceeds of the assets of such Optional Hedge Positions) are deemed, as determined by the Calculation Agent, to be fully received by the Calculation Agent.

Optional Hedge Positions means any purchase, sale, entry into or maintenance, by the Calculation Agent, of one or more (a) positions or contracts in securities, options, futures, derivatives, interest rate transactions or foreign exchange transactions, (b) securities lending/borrowing transactions, (c) cash deposits or cash borrowings and/or (d) other instruments, arrangements, assets or liabilities howsoever described, in order to hedge individually or on a portfolio basis, the part of the Issuer's obligations under the Notes linked to or indexed to the relevant Underlying(s) due on an Optional Redemption Date, apportioned pro rata to each outstanding Note.

Relevant Spot Exchange Rate means in respect of a date and an amount to be converted in the Specified Currency, the rate of exchange of the currency in which such amount is denominated into the Specified Currency used to convert such amount on such date into the Specified Currency as determined by the Calculation Agent.

3.3 Hedging Disruption, Increased Cost of Hedging, Insolvency Filing and consequences - Change in Law and consequences

3.3.1 Hedging Disruption, Increased Cost of Hedging and Insolvency Filing

Hedging Disruption means, in respect of Notes that have one or more Dividend(s) as Underlying(s), that Société Générale or one of its affiliates is unable, after using commercially reasonable efforts, to either (a) acquire, establish, re-establish, substitute, maintain, unwind or dispose of any transaction(s) or asset(s) it deems necessary to hedge the equity price risk (or any other relevant price risk including, but not limited to, the currency risk) of entering into and performing its obligations with respect to the Notes or the agreement entered into with Société Générale by the Issuer of the Notes; or (b) freely realize, recover, receive, repatriate, remit or transfer the proceeds of Hedge Positions as the case may be between accounts within the jurisdiction of the Hedge Positions (the **Affected Jurisdiction**) or from accounts within the Affected Jurisdiction to accounts outside of the Affected Jurisdiction.

Increased Cost of Hedging means, in respect of Notes that have one or more Dividend(s) as Underlying(s), that Société Générale or one of its affiliates would incur a materially increased (as compared with circumstances existing on the date(s) on which Société Générale enters into the Hedge Positions in respect of the Notes) amount of tax, duty, expense or fee (other than brokerage commissions) to (a) acquire, establish, re-establish, substitute, maintain, unwind or dispose of any transaction(s) or asset(s) it deems necessary to hedge the equity price risk of entering into and performing its obligations with respect to the Notes or (b) freely realize, recover or remit the proceeds of its Hedge Positions.

Insolvency Filing means, in respect of Notes that have one or more Dividend(s) as Underlying(s) that the Company institutes or has instituted against it by a regulator, supervisor or any similar official with primary insolvency, rehabilitative or regulatory jurisdiction over it in the jurisdiction of its incorporation or organization or the jurisdiction of its head home office, or it consents to a proceeding seeking a judgment of insolvency or bankruptcy or any other relief under any bankruptcy or insolvency law or other similar law affecting creditor's rights, or a petition is presented for its winding-up or liquidation by it or such regulator, supervisor or similar official or it consents to such a petition, provided that proceedings instituted or petitions presented by creditors and not consented to by the Company shall not be deemed an Insolvency Filing.

In case of the occurrence of a Hedging Disruption or an Increased Cost of Hedging relating to Dividend(s) or of the occurrence of an Insolvency Filing relating to Dividend(s) (the **Affected Underlying**), the Calculation Agent may:

A. consider such event as an event triggering an early redemption of the Notes (hereafter, an **Early Redemption Event**). In that case where an Early Redemption Event occurs, the Issuer shall terminate its obligations under the Notes and shall pay or cause to be paid an Early Redemption Amount on the basis of the Market Value as defined in English law Condition 5.8 and French law Condition 5.8; or

B. replace the Affected Underlying by a new underlying which is representative of the same economic or geographic sector; or

C. apply the Monetisation until the Maturity Date (as defined above).

3.3.2 Change in Law

Change in Law means in respect of Notes that have one or more Dividend(s) as Underlying(s) that, on or after the first to occur of (a) the Issue Date and (b) the first Valuation Date of the Notes (i) due to the adoption of any change in any applicable law or regulation (including without limitation, any tax law) or (ii) due to the promulgation of or any change in the interpretation by any court, tribunal or regulatory authority with competent jurisdiction of any applicable law or regulation (including any action taken by a taxing authority), the Calculation Agent determines in good faith that it has become illegal for Société Générale or one of its affiliates to hold, acquire or dispose of Hedge Positions or to maintain the agreement entered into with Société Générale or one of its affiliates by the Issuer of the Notes, relating to the Underlying of the Notes (the **Affected Underlying**).

Upon the occurrence, in the determination of the Calculation Agent, on or prior to the last Valuation Date or the last Averaging Date of a Change in Law, then the Calculation Agent will decide with regard to the Affected Underlying by such Change in Law, either:

A. consider such event as an event triggering an early redemption of the Notes (hereafter, an **Early Redemption Event**). In that case where an Early Redemption Event occurs, the Issuer shall terminate its obligations under the Notes and shall pay or cause to be paid an Early Redemption Amount on the basis of the Market Value as defined in English law Condition 5.8 and French law Condition 5.8; or

B. replace the Affected Underlying by a new underlying which is representative of the same economic or geographic sector; or

C. apply the Monetisation until the Maturity Date (as defined above).

ADDITIONAL TERMS AND CONDITIONS FOR ETF LINKED NOTES

1. DEFINITIONS RELATING TO ETF

1.1 General definitions

Averaging Date means, in respect of a Valuation Date and an ETF, each date specified as such in the applicable Final Terms for the purpose of determining an average (or if such date is not a Scheduled Trading Day, the next following Scheduled Trading Day) unless such day is a Disrupted Day in which case it shall be postponed pursuant to the provisions of "*Consequences of Disrupted Days for an ETF*" below.

Basket means a basket composed of the ETF (each an Underlying) in the relative proportions or numbers of ETF specified in the applicable Final Terms.

Business Day means a "Business Day" as defined in English law Condition 3 and French law Condition 3, determined on the basis of the Specified Currency of the relevant Notes.

Calculation Agent has the meaning given to that expression in English law Condition 10 and French law Condition 10.

Closing Price means in respect of an ETF, the official closing price of such ETF on the relevant Exchange, as adjusted (if applicable) pursuant to the provisions of Condition 2 below.

Disrupted Day means, in respect of an ETF (or, in the case of a Basket of ETF, in respect of any ETF comprising the Basket and observed separately), any Scheduled Trading Day on which (a) a relevant Exchange or Related Exchange fails to open for trading during its regular trading session or (b) a Market Disruption Event has occurred.

ETF means the exchange traded fund (or the exchange traded funds in case of a Basket) specified as Underlying in the applicable Final Terms, subject to adjustment pursuant to the provisions of "*Adjustments and Extraordinary Events relating to ETF*" in Condition 2 below.

ETF Documents means, in respect of any ETF, the constitutive and governing documents and other agreements of the ETF specifying the terms and conditions relating to such ETF.

ETF Service Provider means, in respect of any ETF, any person who is appointed to provide services, directly or indirectly, for that ETF, whether or not specified in the ETF Documents, including any fund investment adviser, fund administrator, manager, any person appointed in the role of discretionary investment manager or non-discretionary investment adviser (including a non-discretionary investment adviser to a discretionary manager or another non-discretionary investment adviser) for such ETF (the **ETF Adviser**), trustee or similar person with the primary administrative responsibilities for such ETF, operator, management company, depository, custodian, sub-custodian, prime broker, registrar and transfer agent or domiciliary agent.

ETF Unit or **Unit** means, in respect of any ETF, a share or unit of such ETF.

Exchange(s) means, in respect of an ETF, the corresponding exchange or quotation system specified in the applicable Final Terms, or any successor exchange or quotation system or any substitute exchange or quotation system to which trading in the ETF, has temporarily relocated (provided that the Calculation Agent has determined that there is comparable liquidity relative to such ETF, on such temporary substitute exchange or quotation system as on the original Exchange).

Exchange Business Day means, in respect of the ETF, (or, in the case of a Basket of ETF, in respect of any ETF comprising the Basket and observed separately) any Scheduled Trading Day on which each

relevant Exchange and Related Exchange are open for trading during their respective regular trading sessions, notwithstanding any such Exchange or Related Exchange closing prior to its Scheduled Closing Time.

Full Liquidation Date means, in respect of the Maturity Date, the date on which the liquidation proceeds of the Hypothetical Hedge Positions (including *inter alia* by satisfying any obligations or liabilities in place with respect to or part of such Hypothetical Hedge Positions, if any, with the liquidation proceeds of the assets of such Hypothetical Hedge Positions) are deemed, as determined by the Calculation Agent, to be fully received by the Hypothetical Investor.

Hypothetical Hedge Positions means any purchase, sale, entry into or maintenance, by a Hypothetical Investor, of one or more (a) positions or contracts in the ETF, options, futures, derivatives, interest rate transactions or foreign exchange transactions, (b) securities lending/borrowing transactions, (c) cash deposits or cash borrowings and/or (d) other instruments, arrangements, assets or liabilities howsoever described, in order to hedge individually or on a portfolio basis, the part of the Issuer's obligations under the Notes linked to or indexed to the relevant ETF due on the Maturity Date apportioned pro rata to each outstanding Note provided that, if the Intermediate Full Liquidation Date and/or the Optional Full Liquidation Date has not occurred on or before the fourth Business Day preceding the Maturity Date, then Hypothetical Hedge Positions will include the Intermediate Hypothetical Hedge Positions and/or the Optional Hypothetical Hedge Positions.
provided further that
(i) in respect of Uncertificated Nordic Notes issued by an Issuer other than SG Issuer, cleared and settled through the Swedish Central Securities Depositary (Euroclear Sweden AB), the Finnish Central Securities Depositary (Euroclear Finland Ltd) or the Danish Central Securities Depositary, *Vaerdipapircentralen* (**VP**), all references to the word "fourth" above shall be deemed to be references to the word "twelfth",
(ii) in respect of Uncertificated Nordic Notes issued by an Issuer other than SG Issuer, cleared and settled through the Norwegian Central Security Depositary (**Verdipapirsentralen**), all references to the word "fourth" above shall be deemed to be references to the word "tenth", and
(iii) in respect of Uncertificated Nordic Notes issued by SG Issuer, cleared and settled through the Swedish Central Securities Depositary (Euroclear Sweden AB), all references to the word "fourth" above shall be deemed to be references to the word "nineteenth".

Hypothetical Investor means, with respect to the Hypothetical Hedge Positions, a hypothetical investor in such Hypothetical Hedge Positions (including the ETF Units), located in France (which for the avoidance of doubt may be Société Générale or one of its affiliates), and deemed, in respect of the Hypothetical Hedge Positions constituted by the ETF, to have (a) the benefits and obligations, as provided under the ETF Documents, of an investor holding the ETF; (b) in the case of any deemed redemption of such ETF, to have submitted a Valid Order requesting redemption of the ETF; and (c) in the case of any deemed investment in such ETF, to have submitted a Valid Order requesting subscription of the ETF.

Intermediate Amount means either an Interest Amount or an Instalment Amount.

Intermediate Full Liquidation Date means, in respect of any Intermediate Payment Date, the date on which the liquidation proceeds of the Intermediate Hypothetical Hedge Positions (including *inter alia* by satisfying any obligations or liabilities in place with respect to or part of such Intermediate Hypothetical Hedge Positions, if any, with the liquidation proceeds of the assets of such Intermediate Hypothetical Hedge Positions) are deemed, as determined by the Calculation Agent, to be fully received by the Hypothetical Investor.

Intermediate Hypothetical Hedge Positions means any purchase, sale, entry into or maintenance, by a Hypothetical Investor, of one or more (a) positions or contracts in the ETF, options, futures, derivatives, interest rate transactions or foreign exchange transactions, (b) securities lending/borrowing transactions, (c) cash deposits or cash borrowings and/or (d) other instruments, arrangements, assets

or liabilities howsoever described, in order to hedge individually or on a portfolio basis, the part of the Issuer's obligations under the Notes linked to or indexed to the relevant ETF due on an Intermediate Payment Date, apportioned pro rata to each outstanding Note.

Intermediate Payment Date means either an Interest Payment Date or an Instalment Date specified as such in the Final Terms of the relevant Notes.

Intraday Price means, in respect of an ETF, the price of such ETF on the relevant Exchange at any time during a trading session on an Exchange Business Day, including the Closing Price.

Maturity Date means the date specified as such in the Final Terms of the relevant Notes.

Optional Redemption Amount means the amount specified as such in the Final Terms of the relevant Notes.

Optional Redemption Date means the date specified as such in the Final Terms of the relevant Notes.

Optional Full Liquidation Date means, in respect of an Optional Redemption Date, the date on which the liquidation proceeds of the Optional Hypothetical Hedge Positions (including inter alia by satisfying any obligations or liabilities in place with respect to or part of such Optional Hypothetical Hedge Positions, if any, with the liquidation proceeds of the assets of such Optional Hypothetical Hedge Positions) are deemed, as determined by the Calculation Agent, to be fully received by the Hypothetical Investor.

Optional Hypothetical Hedge Positions means any purchase, sale, entry into or maintenance, by a Hypothetical Investor, of one or more (a) positions or contracts in the ETF, options, futures, derivatives, interest rate transactions or foreign exchange transactions, (b) securities lending/borrowing transactions, (c) cash deposits or cash borrowings and/or (d) other instruments, arrangements, assets or liabilities howsoever described, in order to hedge individually or on a portfolio basis, the part of the Issuer's obligations under the Notes linked to or indexed to the relevant ETF due on an Optional Redemption Date, apportioned pro rata to each outstanding Note.

Related Exchange(s) means, in respect of an ETF, each exchange or quotation system where trading has a material effect (as determined by the Calculation Agent) on the overall market for futures and options contracts relating to such ETF, any successor exchange or quotation system or any substitute exchange or quotation system to which trading in futures or options contracts relating to an ETF, has temporarily relocated (provided that the Calculation Agent has determined that there is comparable liquidity relative to the futures or options contracts relating such ETF, on such temporary substitute exchange or quotation system as on the original Related Exchange).

Scheduled Closing Time means, in respect of an Exchange or Related Exchange, the scheduled weekday closing time of such Exchange or Related Exchange, without regard to after hours or any other trading outside of the regular trading session hours.

Scheduled Trading Day means, in respect of an ETF (or, in the case of a Basket of ETF, in respect of any ETF comprising the Basket and observed separately), any day on which each Exchange and each Related Exchange, if any, are scheduled to be open for trading for their respective regular trading session.

Valid Order means a valid and timely subscription or redemption order sent to the ETF or the ETF Service Provider that generally accepts such order, in accordance with the subscription or redemption notice period and the relevant cut off time as set forth in the ETF Documents.

1.2 Definitions and provisions relating to valuation and Market Disruption Event

Valuation Date means, in respect of an ETF, each date specified as such in the applicable Final Terms (or, if such date is not a Scheduled Trading Day for such ETF, the next following Scheduled Trading Day), unless such day is a Disrupted Day in which case it shall be postponed pursuant to the provisions of "*Consequences of Disrupted Days for an ETF*".

Valuation Time means, in respect of an ETF, the Scheduled Closing Time provided however that if the Exchange closes prior to its Scheduled Closing Time, the Valuation Time shall be the actual closing time of the Exchange.

Market Disruption Event means, in respect of an ETF, the occurrence or existence of (a) a Trading Disruption, (b) an Exchange Disruption which, in either case, the Calculation Agent determines is material, at any time during the one hour period that ends at the relevant Valuation Time or (c) an Early Closure. For the purpose hereof:

A. **Trading Disruption** means, in respect of an ETF, any suspension of or limitation imposed on trading by the relevant Exchange or Related Exchange or otherwise and whether by reason of movements in price exceeding limits permitted by the relevant Exchange or Related Exchange or otherwise (a) relating to the ETF on the Exchange or (b) in futures or options contracts relating to the ETF on any relevant Related Exchange;

B. **Exchange Disruption** means, in respect of an ETF, any event (other than an Early Closure) that disrupts or impairs (as determined by the Calculation Agent) the ability of market participants in general to effect transactions in, or obtain market values for (a) the ETF on the Exchange, or (b) futures or options contracts relating to the ETF on any relevant Related Exchange;

C. **Early Closure** means, the closure on any Exchange Business Day of (a) the relevant Exchange, or (b) any Related Exchange, prior to its Scheduled Closing Time unless such earlier closing is announced by such Exchange or Related Exchange (as the case may be) at least one hour prior to the earlier of (x) the actual closing time for the regular trading session on such Exchange or Related Exchange (as the case may be) on such Exchange Business Day and (y) the submission deadline for orders to be entered into the Exchange or Related Exchange system for execution at the relevant Valuation Time on such Exchange Business Day.

1.3 Consequences of Disrupted Days for an ETF

If any Valuation Date or Averaging Date specified in the applicable Final Terms (the **Scheduled Valuation Date** and the **Scheduled Averaging Date** respectively), is a Disrupted Day for an ETF, the Valuation Date or the Averaging Date for such ETF shall be the first succeeding Scheduled Trading Day that is not a Disrupted Day in respect of that ETF, unless each of the eight Scheduled Trading Days immediately following the Scheduled Valuation Date or the Scheduled Averaging Date is also a Disrupted Day. In that case:

(A) that eighth Scheduled Trading Day shall be deemed to be the Valuation Date or Averaging Date, for the ETF, notwithstanding the fact that such day is a Disrupted Day, and

(B) the Calculation Agent shall determine its good faith estimate of the value of the ETF as of the Valuation Time on that eighth Scheduled Trading Day and the good faith estimate of the value of the ETF so calculated shall be deemed the Closing Price;

Provided that if the ETF is included in a Basket, the hereabove provisions shall apply only to the ETF affected by the occurrence of a Disrupted Day and the Valuation Date or the Averaging Date for each ETF not affected by a Disrupted Day shall be the Scheduled Valuation Date or the Scheduled Averaging Date.

Provided however that,

(a) if a Scheduled Averaging Date is a Disrupted Day, the Averaging Date shall be postponed pursuant to the provisions above to the first succeeding Scheduled Trading Day that is not a Disrupted Day provided it is not also a Scheduled Averaging Date; if on the eighth Scheduled Trading Day following the Scheduled Averaging Date a Scheduled Trading Day that is not a Disrupted Day nor another Scheduled Averaging Date has not occurred, then that eighth Scheduled Trading Day shall be deemed the Averaging Date (irrespective of whether that eighth Scheduled Trading Day is also a Scheduled Averaging Date), and the Calculation Agent shall make on that day the determinations described in (B) above, and the good faith estimate of the value of the ETF so calculated shall be deemed the Closing Price;

(b) notwithstanding the foregoing, a Valuation Date or an Averaging Date (postponed as the case may be pursuant to the provisions above) shall occur not later than the fourth Business Day before the date of any payment to be made under the Notes on the basis of determinations made on such Valuation Date or Averaging Date; if a Valuation Date or an Averaging Date (postponed as the case may be pursuant to the provisions above) would fall less than the fourth Business Day prior to the date of any payment to be made under the Notes on the basis of determinations made on such Valuation Date or Averaging Date, then that fourth Business Day shall be deemed the Valuation Date or Averaging Date and the Calculation Agent shall make, on that day the determinations described in (B) above at the latest as of the Valuation Time on such fourth Business Day and the good faith estimate of the value of the ETF so calculated shall be deemed the Closing Price,

provided however that

(i) in respect of Uncertificated Nordic Notes issued by an Issuer other than SG Issuer, cleared and settled through the Swedish Central Securities Depositary (Euroclear Sweden AB), the Finnish Central Securities Depositary (Euroclear Finland Ltd) or the Danish Central Securities Depositary, *Vaerdipapircentralen* (**VP**), all references to the word “fourth” above shall be deemed to be references to the word “twelfth”,

(ii) in respect of Uncertificated Nordic Notes issued by an Issuer other than SG Issuer, cleared and settled through the Norwegian Central Security Depositary (**Verdipapirsentralen**), all references to the word “fourth” above shall be deemed to be references to the word “tenth”, and

(iii) in respect of Uncertificated Nordic Notes issued by SG Issuer, cleared and settled through the Swedish Central Securities Depositary (Euroclear Sweden AB), cleared and settled through the Swedish Central Securities Depositary (Euroclear Sweden AB), all references to the word “fourth” above shall be deemed to be references to the word “nineteenth”.

2. ADJUSTMENTS AND EXTRAORDINARY EVENTS RELATING TO ETF, MONETISATION UNTIL TO THE MATURITY DATE

2.1 Potential Adjustment Events

In the case of the occurrence at any time on or after the Issue Date of any event affecting an ETF including, without limitation:

A. a subdivision, consolidation or reclassification of the relevant number of ETF Units, or a free distribution or dividend of any such ETF Units to existing holders by way of bonus, capitalization or similar issue;

B. a distribution, issue or dividend to existing holders of the relevant ETF Units of (a) an additional quantity of such ETF Units, or (b) other share capital or securities granting the right to payment of dividends and/or the proceeds of liquidation of the ETF equally or proportionately with such payments to holders of such ETF Units, or (c) share capital or other securities of another issuer acquired or owned (directly or indirectly) by the ETF as a result of a spin-off or other similar transaction, or (d) any other type of securities, rights or warrants or other assets, in any case for payment (cash or other consideration) at less than the prevailing market price as determined by the Calculation Agent;

C. an extraordinary dividend;

D. a repurchase by the ETF of relevant ETF Units whether the consideration for such repurchase is cash, securities or otherwise, other than in respect of a redemption of ETF Units initiated by an investor in such ETF that is consistent with the ETF Documents; or

E. any other event that may have a diluting or concentrative effect on the theoretical value of the ETF or quantity of ETF Units;

the Calculation Agent may adjust any relevant terms of the Notes to preserve the economic equivalent of the obligations of the Issuer under the Notes.

2.2 Extraordinary Events relating to ETF

Upon the occurrence or likely occurrence, as determined by the Calculation Agent, of any of the following events (each an **Extraordinary Event**) on or after the Issue Date:

A. **Change in Law** means that (a) due to the adoption of or any change in any applicable law or regulation (including, without limitation, any tax law), or (b) due to the promulgation of or any change in the interpretation by any court, tribunal or regulatory authority with competent jurisdiction of any applicable law or regulation (including any action taken by a taxing authority), the Calculation Agent determines in good faith that (x) it has become illegal for a Hypothetical Investor to hold, acquire or dispose of the Hypothetical Hedge Positions or Intermediate Hypothetical Hedge Positions or Optional Hypothetical Hedge Positions (including the relevant ETF Units) or it has become illegal to maintain the agreement entered into by Société Générale and/or one of its affiliates with the ETF or an ETF Service Provider mentioned in "Breach or Termination of Agreement" in (B) below, or (y) Société Générale and/or one of its affiliates will incur a materially increased cost in performing its obligations under such Notes or the agreement entered into by Société Générale or the Issuer of the Notes with the ETF or the ETF Service Provider mentioned in "Breach or Termination of Agreement" in (B) below (including, without limitation, due to any increase in tax liability, decrease in tax benefit or other adverse effect on its tax position);

B. **Breach or Termination of Agreement** means any failure by the ETF or an ETF Service Provider, as the case may be, to comply with or perform any agreement entered into by the ETF or an ETF Service Provider with Société Générale and/or one of its affiliates, defining the terms and conditions at which Société Générale and/or one of its affiliates may make subscriptions and/or redemptions in the ETF Units (as the case may be, different from the subscriptions and redemptions terms then prevailing pursuant to the ETF Documents), including as the case may be the rebates of management fees to be paid to Société Générale and/or one of its affiliates, the termination of such agreement by the ETF or an ETF Service Provider for reasons beyond the control of Société Générale or its affiliates or the failing or ceasing of such agreement to be in full force and effect or the ETF or the ETF Service Provider disaffirms, disclaims, repudiates or rejects in whole or in part or challenges the validity of such agreement;

C. **Closure of the ETF** means liquidation, winding up or dissolution of the ETF for any reason other than those mentioned in (F) or (K) below;

D. **ETF Adviser Event** means that the Calculation Agent determines that over a period of twelve months, the total value of the assets managed by the ETF Adviser (including the ETF) has decreased by 50 per cent.(either due to redemptions or decrease in value of such assets);

E. **ETF Hedging Disruption** means that a Hypothetical Investor is unable or it is impractical for a Hypothetical Investor, after using commercially reasonable efforts, to (a) acquire, establish, re-establish, substitute, maintain, unwind or dispose of any Hypothetical Hedge Positions or Intermediate Hypothetical Hedge Positions or Optional Hypothetical Hedge Positions or (b) realize, recover or remit the proceeds of any such Hypothetical Hedge Positions, in each case whether these events are imposed by the ETF without being envisaged in the ETF Documents on the Issue Date of the Notes or are already envisaged by the ETF Documents on the Issue Date of the Notes and are solely implemented by the ETF after such date;

F. **ETF Insolvency Event** means, in respect of any ETF , that such ETF (a) is dissolved or has a resolution passed for its dissolution, winding-up, official liquidation (other than pursuant to a consolidation, amalgamation or merger); (b) makes a general assignment or arrangement with or for the benefit of its creditors, (c) (i) institutes or has instituted against it, by a regulator, supervisor or any similar official with primary insolvency, rehabilitative or regulatory jurisdiction over it in the jurisdiction of its incorporation or organization or the jurisdiction of its head or home office, a proceeding seeking a judgment of insolvency or bankruptcy or any other relief under any bankruptcy or insolvency law or other similar law affecting creditors' rights, or a petition is presented for its winding-up or liquidation by it or such regulator, supervisor or similar official, or (ii) has instituted against it a proceeding seeking a judgment of insolvency or bankruptcy or any other relief under any bankruptcy or insolvency law or other similar law affecting creditors' rights, or a petition is presented for its winding-up or liquidation, and such proceeding or petition is instituted or presented by a person or entity not described in clause (i) above and either (x) results in a judgment of insolvency or bankruptcy or the entry of an order for relief or the making of an order for its winding-up or liquidation or (y) is not dismissed, discharged, stayed or restrained in each case within fifteen days of the institution or presentation thereof; (d) seeks or becomes subject to the appointment of an administrator, provisional liquidator, conservator, receiver, trustee, custodian or other similar official for it or for all or substantially all its assets; (e) has a secured party take possession of all or substantially all its assets or has a distress, execution, attachment, sequestration or other legal process levied, enforced or sued on or against all or substantially all of its assets and such secured party maintains possession, or any such process is not dismissed, discharged, stayed or restrained, in each case within fifteen days thereafter; or (f) causes or is subject to any event with respect to it which, under the applicable laws of any jurisdiction, has an analogous effect to any of the events specified in clauses (a) through (e) above;

G. **ETF Modification** means any change or modification of the related ETF Documents prevailing on the Issue Date of the Notes, that could reasonably be expected to affect the value of such ETF or the rights or remedies of any holders thereof, as determined by the Calculation Agent;

H. **ETF Service Provider Event** means (a) a change, resignation, termination or replacement of any ETF Service Provider, (b) a change of control or indirect control of any ETF Service Provider, (c) any of the ETF Service Provider is subject to an **ETF Service Provider Insolvency Event**, where "ETF Service Provider Insolvency Event" has the same meaning as ETF Insolvency Event described in (F) above, except that ETF is replaced by ETF Service Provider or (d) in the reasonable opinion of the Calculation Agent, any of the ETF Service Providers is no longer deemed able to carry out its business with the standard of care which was prevailing on the Issue Date or the resignation, termination, replacement, or death of any person deemed to be key in the management of the ETF has occurred;

I. **Holding Ratio** means the reduction of the ETF's aggregate net asset value under an amount that, in the reasonable opinion of the Calculation Agent, has, or is likely to have, a significant effect on the management conditions of the ETF and/or its operating expenses or would increase the proportion of the ETF Units held, or likely to be held, by a Hypothetical Investor, or any funds managed by Société Générale and/or one of its affiliates, to such extent that the full redemption in one single Valid Order of the ETF Units held by a Hypothetical Investor or funds managed by the same, is likely to be impaired;

J. **Increased Cost of Hedging** means that a Hypothetical Investor would incur a materially increased (as compared with circumstances existing on the Issue Date of the Notes) amount of tax, duty, expense or fee (other than brokerage commissions) to (a) acquire, establish, re-establish, substitute, maintain, unwind or dispose of any Hypothetical Hedge Positions or Intermediate Hypothetical Hedge Positions or Optional Hypothetical Hedge Positions or (b) realize, recover or remit the proceeds of any such Hypothetical Hedge Positions or Intermediate Hypothetical Hedge Positions or Optional Hypothetical Hedge Positions, provided that, assuming the Hypothetical Investor is Société Générale, any such materially increased amount that is incurred solely due to the deterioration of the creditworthiness of the Société Générale or one of its affiliates shall not be deemed an Increased Cost of Hedging;

K. **Insolvency** means that by reason of the voluntary or involuntary liquidation, bankruptcy, insolvency, dissolution or winding-up of or any analogous proceeding affecting an ETF, (a) all the ETF Units of that ETF are required to be transferred to a trustee, liquidator or other similar official or (b) holders of the ETF Units of that ETF become legally prohibited from transferring or redeeming them;

L. **Merger Event** means the conversion of the ETF Units into another class of fund units or securities, or the split of the ETF, its consolidation or its merger with, or its sale or its conveyance of all or substantially all its assets to, a third party;

M. **Nationalization** means that all the ETF Units or all or substantially all the assets of an ETF are nationalised, expropriated or are otherwise required to be transferred to any governmental agency, authority, entity or instrumentality thereof;

N. **Regulatory Action** means, with respect to any ETF, (a) cancellation, suspension or revocation of the registration or approval of such ETF by any governmental, legal or regulatory entity with authority over such ETF Units or ETF, (b) any change in the legal, tax, accounting, or regulatory treatments of the relevant ETF or its ETF Service Provider that is reasonably likely to have an adverse impact on the value of such ETF or on any investor therein (as determined by the Calculation Agent), or (c) such ETF or any of its ETF Service Provider becoming subject to any investigation, proceeding or litigation by any relevant governmental, legal or regulatory authority involving the alleged violation of applicable law for any activities relating to or resulting from the operation of such ETF or ETF Service Provider;

O. **Reporting Disruption** means, in respect of any ETF, any failure of such ETF to deliver, or cause to be delivered, (a) information that such ETF has agreed to deliver, or cause to be delivered to a Hypothetical Investor or (b) information that has been previously delivered to a Hypothetical Investor in accordance with such ETF, or its authorized representative's, normal practice and that the Calculation Agent deems necessary to monitor such ETF's compliance with any investment guidelines, asset allocation methodologies or any other similar policies relating to such ETF;

P. **Strategy Breach** means (a) any breach or violation of any strategy or investment guidelines stated in the related ETF Documents, that is reasonably likely to affect the value of the ETF or the rights or remedies of any holders thereof, in each case, as determined by the Calculation Agent or (b) any material modification, as determined by the Calculation Agent, of the risk profile of the ETF from its risk profile prevailing on the Issue Date of the Notes by reason of, but

not limited to, the modification of the proportions, or reduction of diversification, of the type of assets in which the ETF invests or a reduction of the average liquidity of the assets of the ETF;

Q. **De-listing Event** means, in respect of an ETF, that such ETF: (a) ceases to be listed, traded or publicly quoted on the relevant Exchange or listing compartment of the relevant Exchange (for any reason other than a Merger Event or a tender offer) and is not immediately re-listed, re-traded or re-quoted on an exchange or quotation system located in the same country as the Exchange (or where the Exchange is within the European Union, in any Member State of the European Union) or (b) has its listing, trading or public quotation maintained in inappropriate conditions in the opinion of the Calculation Agent (such conditions to include, without limitation, a lack of liquidity or the disappearance of the relevant futures and/or option contract of the relevant ETF).

then the Calculation Agent may:

X. consider such Extraordinary Event as an event triggering an early redemption of the Notes (hereafter, an **Early Redemption Event**). In the case where an Early Redemption Event occurs, the Issuer shall terminate its obligations under the Notes and shall pay or cause to be paid an Early Redemption Amount on the basis of Market Value as defined in English law Condition 5.8 and French law Condition 5.8; or

Y. in the case of (M) above only, replace the ETF Units by the kind and number of units or other securities and property receivable on such conversion, split, consolidation, merger, sale or conveyance by a holder of ETF Units prior to such conversion, split, consolidation, merger, sale or conveyance for the purposes of determining the value of the ETF and make any adjustment (if necessary) to the value of such ETF; or

Z. determine that the Issuer will apply one of the following methods:

(a) Monetisation to the Maturity Date (as defined below), or

(b) **Substitution** and the Calculation Agent shall (i) identify an exchange traded fund (the **Substitute ETF**) having an investment strategy similar to the investment strategy of the ETF affected by the Extraordinary Event (the **Affected ETF**) and (ii) may adjust any relevant terms of the Notes to preserve the economic equivalent of the obligations of the Issuer under the Notes.

For information purposes, it is understood that in all cases described herein where an ETF is substituted, on any date "t", with a Substitute ETF, the value of the relevant component in the formula used to determine the amount to be paid as described in the applicable Final Terms, shall not be affected by the substitution on such date "t" in respect of the Substitute ETF and would mean the closing price of such Substitute ETF on the relevant Exchange on the date "t" is weighted by an appropriate linking coefficient so that it is equal to the closing price of the Affected ETF on such date "t".

2.3 Monetisation until the Maturity Date

Following the occurrence of an event giving rise to the Monetisation until the Maturity Date, the Issuer shall no longer be liable for the payment of (1) the Intermediate Amount(s) initially scheduled to be paid on any Intermediate Payment Date and/or (2) the Optional Redemption Amount on the Optional Redemption Date and/or (3) the Final Redemption Amount as defined in the applicable Final Terms on the Maturity Date, but instead will, in full and final satisfaction of its obligations, pay an amount described in Conditions 2.3.1, 2.3.2 and/or 2.3.3 below.

2.3.1 Monetisation of any Intermediate Amount

2.3.1.1 *In respect of the payment of any Intermediate Amount as defined in the applicable Final Terms which could be as low as zero*

Pursuant to the provisions of Condition 2.3, the Issuer shall pay on the Maturity Date an amount per Note, determined by the Calculation Agent, based on (a) the net positive cash amount that a Hypothetical Investor would be left with on the Intermediate Full Liquidation Date, as a result of liquidating, within 30 Business Days following the date of occurrence or likely occurrence of such event giving to the Monetisation until the Maturity Date, the Intermediate Hedge Positions (*inter alia* by satisfying any obligations or liabilities in place with respect to or part of such Intermediate Hypothetical Hedge Positions, if any, with the liquidation proceeds of the assets of the Intermediate Hypothetical Hedge Positions) minus (b) the Associated Costs (the result of which, converted if necessary into the Specified Currency using the Relevant Spot Exchange Rate on the Intermediate Full Liquidation Date, is a **Calculation Amount** for the purposes of this provision and of the Compounding Method) together with (c) interest that would have accrued on such Calculation Amount pursuant to the Compounding Method, during the period (which for the purposes of this provision and of the Compounding Method shall be a **Calculation Period**) between (x) the Intermediate Full Liquidation Date (included) and (y) the fourth Business Day preceding the Maturity Date (excluded),

provided however that

- in respect of Uncertificated Nordic Notes issued by an Issuer other than SG Issuer, cleared and settled through the Swedish Central Securities Depositary (Euroclear Sweden AB), the Finnish Central Securities Depositary (Euroclear Finland Ltd) or the Danish Central Securities Depositary, *Vaerdipapircentralen* (**VP**), all references to the word "fourth" in (y) above shall be deemed to be references to the word "twelfth",

- in respect of Uncertificated Nordic Notes issued by an Issuer other than SG Issuer, cleared and settled through the Norwegian Central Security Depositary (**Verdipapirsentralen**), all references to the word "fourth" in (y) above shall be deemed to be references to the word "tenth", and

- in respect of Uncertificated Nordic Notes issued by SG Issuer, cleared and settled through the Swedish Central Securities Depositary (Euroclear Sweden AB), all references to the word "fourth" in (y) above shall be deemed to be references to the word "nineteenth".

For the avoidance of doubt, the liquidation proceeds of any assets held by a Hypothetical Investor as Intermediate Hypothetical Hedge Positions shall be deemed to be used in priority to extinguish any liability, if any, incurred such Hypothetical Investor under its Intermediate Hypothetical Hedge Positions and the Calculation Amount mentioned above can be as low as zero; or

2.3.1.2 *in respect of the payment of any Intermediate Amount as defined in the applicable Final Terms which cannot be in any case lower than an amount strictly positive (the **Minimum Intermediate Amount**)*

Pursuant to the provisions of Condition 2.3, the Issuer shall pay (1) on the Intermediate Payment Date an amount per Note equal to the Minimum Intermediate Amount and (2) on the Maturity Date an amount per Note, determined by the Calculation Agent, equal to the positive difference, if any, between:

(i) (a) the net positive cash amount that a Hypothetical Investor would be left with on the Intermediate Full Liquidation Date, as a result of liquidating, within 30 Business Days following the date of occurrence or likely occurrence of such event giving to the Monetisation until the Maturity Date, the Intermediate Hypothetical Hedge Positions (*inter alia* by satisfying any obligations or liabilities in place with respect to or part of such Intermediate Hypothetical Hedge Positions, if any, with the liquidation proceeds of the assets of the Intermediate Hypothetical Hedge Positions) minus (b) the Associated Costs (the result of which, converted if necessary into the Specified Currency using the Relevant Spot Exchange Rate on the Intermediate Full

Liquidation Date is a **Calculation Amount** for the purposes of this provision and of the Compounding Method) together with (c) interest that would have accrued on such Calculation Amount pursuant to the Compounding Method, during the period (which for the purposes of this provision and of the Compounding Method shall be a **Calculation Period**) between (x) the Intermediate Full Liquidation Date (included) and (y) the fourth Business Day preceding the Maturity Date (excluded),

provided however that

- in respect of Uncertificated Nordic Notes issued by an Issuer other than SG Issuer, cleared and settled through the Swedish Central Securities Depositary (Euroclear Sweden AB), the Finnish Central Securities Depositary (Euroclear Finland Ltd) or the Danish Central Securities Depositary, *Vaerdipapircentralen* (**VP**), all references to the word "fourth" in (y) above shall be deemed to be references to the word "twelfth",

- in respect of Uncertificated Nordic Notes issued by an Issuer other than SG Issuer, cleared and settled through the Norwegian Central Security Depositary (**Verdipapirsentralen**), all references to the word "fourth" in (y) above shall be deemed to be references to the word "tenth", and

- in respect of Uncertificated Nordic Notes issued by SG Issuer, cleared and settled through the Swedish Central Securities Depositary (Euroclear Sweden AB), all references to the word "fourth" in (y) above shall be deemed to be references to the word "nineteenth", and

(ii) an amount equal to the Minimum Intermediate Amount.

For the avoidance of doubt, the liquidation proceeds of any assets held by a Hypothetical Investor as Intermediate Hypothetical Hedge Positions shall be deemed to be used in priority to extinguish any liability, if any, incurred by such Hypothetical Investor under its Intermediate Hypothetical Hedge Positions and the Calculation Amount mentioned above can be as low as zero.

2.3.2 Monetisation of any Optional Redemption Amount

2.3.2.1 *In respect of the redemption of Notes whose Optional Redemption Amount as defined in the applicable Final Terms could be as low as zero*

Pursuant to the provisions of Condition 2.3, the Issuer shall pay on the Maturity Date an amount per Note, determined by the Calculation Agent, based on (a) the net positive cash amount that a Hypothetical Investor would be left with on the Optional Full Liquidation Date, as a result of liquidating, within 30 Business Days following the date of occurrence or likely occurrence of such event giving to the Monetisation until the Maturity Date, the Optional Hedge Positions (*inter alia* by satisfying any obligations or liabilities in place with respect to or part of such Optional Hypothetical Hedge Positions, if any, with the liquidation proceeds of the assets of the Optional Hypothetical Hedge Positions) minus (b) the Associated Costs (the result of which, converted if necessary into the Specified Currency using the Relevant Spot Exchange Rate on the Optional Full Liquidation Date, is a **Calculation Amount** for the purposes of this provision and of the Compounding Method) together with (c) interest that would have accrued on such Calculation Amount pursuant to the Compounding Method, during the period (which for the purposes of this provision and of the Compounding Method shall be a **Calculation Period**) between (x) the Optional Full Liquidation Date (included) and (y) the fourth Business Day preceding the Maturity Date (excluded),

provided however that

- in respect of Uncertificated Nordic issued by an Issuer other than SG Issuer, cleared and settled through the Swedish Central Securities Depositary (Euroclear Sweden AB), the Finnish Central Securities Depositary (Euroclear Finland Ltd) or the Danish Central Securities Depositary, *Vaerdipapircentralen* (**VP**), all references to the word "fourth" in (y) above shall be deemed to be references to the word "twelfth",

- in respect of Uncertificated Nordic Notes issued by an Issuer other than SG Issuer, cleared and settled through the Norwegian Central Security Depositary (**Verdipapirsentralen**), all references to the word "fourth" in (y) above shall be deemed to be references to the word "tenth", and

- in respect of Uncertificated Nordic Notes issued by SG Issuer, cleared and settled through the Swedish Central Securities Depositary (Euroclear Sweden AB), all references to the word "fourth" in (y) above shall be deemed to be references to the word "nineteenth".

For the avoidance of doubt, the liquidation proceeds of any assets held by a Hypothetical Investor as Optional Hypothetical Hedge Positions shall be deemed to be used in priority to extinguish any liability, if any, incurred by such Hypothetical Investor under its Optional Hypothetical Hedge Positions and the Calculation Amount mentioned above can be as low as zero; or

2.3.2.2 *in respect of the redemption of Notes whose Optional Redemption Amount as defined in the applicable Final Terms cannot be in any case lower than an amount strictly positive (the* ***Optional Minimum Redemption Amount****)*

Pursuant to the provisions of Condition 2.3, the Issuer shall pay (1) on the Optional Redemption Date an amount per Note equal to the Optional Minimum Redemption Amount and (2) on the Maturity Date an amount per Note, determined by the Calculation Agent, equal to the positive difference, if any, between:

(i) (a) the net positive cash amount that a Hypothetical Investor would be left with on the Optional Full Liquidation Date, as a result of liquidating, within 30 Business Days following the date of occurrence or likely occurrence of such event giving to the Monetisation until the Maturity Date, the Optional Hypothetical Hedge Positions (*inter alia* by satisfying any obligations or liabilities in place with respect to or part of such Optional Hypothetical Hedge Positions, if any, with the liquidation proceeds of the assets of the Optional Hypothetical Hedge Positions) minus (b) the Associated Costs (the result of which, converted if necessary into the Specified Currency using the Relevant Spot Exchange Rate on the Optional Full Liquidation Date is a **Calculation Amount** for the purposes of this provision and of the Compounding Method) together with (c) interest that would have accrued on such Calculation Amount pursuant to the Compounding Method, during the period (which for the purposes of this provision and of the Compounding Method shall be a **Calculation Period**) between (x) the Optional Full Liquidation Date (included) and (y) the fourth Business Day preceding the Maturity Date (excluded),

provided however that

- in respect of Uncertificated Nordic Notes issued by an Issuer other than SG Issuer, cleared and settled through the Swedish Central Securities Depositary (Euroclear Sweden AB), the Finnish Central Securities Depositary (Euroclear Finland Ltd) or the Danish Central Securities Depositary, *Vaerdipapircentralen* (**VP**), all references to the word "fourth" in (y) above shall be deemed to be references to the word "twelfth",

- in respect of Uncertificated Nordic Notes issued by an Issuer other than SG Issuer, cleared and settled through the Norwegian Central Security Depositary (**Verdipapirsentralen**), all references to the word "fourth" in (y) above shall be deemed to be references to the word "tenth", and

- in respect of Uncertificated Nordic Notes issued by SG Issuer, cleared and settled through the Swedish Central Securities Depositary (Euroclear Sweden AB), all references to the word "fourth" in (y) above shall be deemed to be references to the word "nineteenth", and

(ii) an amount equal to the Optional Minimum Redemption Amount.

For the avoidance of doubt, the liquidation proceeds of any assets held by a Hypothetical Investor as Optional Hypothetical Hedge Positions shall be deemed to be used in priority to extinguish any liability, if any, incurred by such Hypothetical Investor under its Optional Hypothetical Hedge Positions and the Calculation Amount mentioned above can be as low as zero.

2.3.3 Monetisation of the Final Redemption Amount

2.3.3.1 *In respect of the redemption of Notes whose Final Redemption Amount as defined in the applicable Final Terms could be as low as zero*

Pursuant to the provisions of Condition 2.3, the Issuer shall pay on the Maturity Date an amount per Note, determined by the Calculation Agent, based on (a) the net positive cash amount that a Hypothetical Investor would be left with on the Full Liquidation Date, as a result of liquidating, within 30 Business Days following the date of occurrence or likely occurrence of such event giving to the Monetisation until the Maturity Date, the Hypothetical Hedge Positions (*inter alia* by satisfying any obligations or liabilities in place with respect to or part of such Hypothetical Hedge Positions, if any, with the liquidation proceeds of the assets of the Hypothetical Hedge Positions) minus (b) the Associated Costs (the result of which, converted if necessary into the Specified Currency using the Relevant Spot Exchange Rate on the Full Liquidation Date, is a **Calculation Amount** for the purposes of this provision and of the Compounding Method) together with (c) interest that would have accrued on such Calculation Amount pursuant to the Compounding Method, during the period (which for the purposes of this provision and of the Compounding Method shall be a **Calculation Period**) between (x) the Full Liquidation Date (included) and (y) the fourth Business Day preceding the Maturity Date (excluded),

provided however that

- in respect of Uncertificated Nordic Notes issued by an Issuer other than SG Issuer, cleared and settled through the Swedish Central Securities Depositary (Euroclear Sweden AB), the Finnish Central Securities Depositary (Euroclear Finland Ltd) or the Danish Central Securities Depositary, *Vaerdipapircentralen* (**VP**), all references to the word "fourth" in (y) above shall be deemed to be references to the word "twelfth",

- in respect of Uncertificated Nordic Notes issued by an Issuer other than SG Issuer, cleared and settled through the Norwegian Central Security Depositary (**Verdipapirsentralen**), all references to the word "fourth" in (y) above shall be deemed to be references to the word "tenth", and

- in respect of Uncertificated Nordic Notes issued by SG Issuer, cleared and settled through the Swedish Central Securities Depositary (Euroclear Sweden AB), all references to the word "fourth" in (y) above shall be deemed to be references to the word "nineteenth".

For the avoidance of doubt, the liquidation proceeds of any assets held by a Hypothetical Investor as Hypothetical Hedge Positions shall be deemed to be used in priority to extinguish any liability, if any, incurred by such Hypothetical Investor under its Hypothetical Hedge Positions and the Calculation Amount mentioned above can be as low as zero; or

2.3.3.2 *in respect of the redemption of Notes whose Final Redemption Amount as defined in the applicable Final Terms cannot be in any case lower than an amount strictly positive (the **Minimum Redemption Amount**)*

Pursuant to the provisions of Condition 2.3, the Issuer shall pay on the Maturity Date an amount per Note, determined by the Calculation Agent, equal to the sum of (1) the Minimum Redemption Amount and (2) an amount, equal to the positive difference, if any, between:

(i) (a) the net positive cash amount that a Hypothetical Investorwould be left with on the Full Liquidation Date, as a result of liquidating, within 30 Business Days following the date of occurrence or likely occurrence of such event giving to the Monetisation until the Maturity Date, the Hypothetical Hedge Positions (*inter alia* by satisfying any obligations or liabilities in place with respect to or part of such Hypothetical Hedge Positions, if any, with the liquidation proceeds of the assets of the Hypothetical Hedge Positions) minus (b) the Associated Costs (the result of which, converted if necessary into the Specified Currency using the Relevant Spot Exchange Rate on the Full Liquidation Date, is a **Calculation Amount** for the purposes of this provision and of the Compounding Method) together with (c) interest that would have accrued on such Calculation Amount pursuant to the Compounding Method, during the period (which for the purposes of this provision and of the Compounding Method shall be a **Calculation Period**) between (x) the Full Liquidation Date (included) and (y) the fourth Business Day preceding the Maturity Date (excluded),

provided however that

- in respect of Uncertificated Nordic Notes issued by an Issuer other than SG Issuer, cleared and settled through the Swedish Central Securities Depositary (Euroclear Sweden AB), the Finnish Central Securities Depositary (Euroclear Finland Ltd) or the Danish Central Securities Depositary, *Vaerdipapircentralen* (**VP**), all references to the word “fourth” in (y) above shall be deemed to be references to the word “twelfth”,
- in respect of Uncertificated Nordic Notes issued by an Issuer other than SG Issuer, cleared and settled through the Norwegian Central Security Depositary (**Verdipapirsentralen**), all references to the word “fourth” in (y) above shall be deemed to be references to the word “tenth”, and
- in respect of Uncertificated Nordic Notes issued by SG Issuer, cleared and settled through the Swedish Central Securities Depositary (Euroclear Sweden AB), all references to the word “fourth” in (y) above shall be deemed to be references to the word “nineteenth”, and

(ii) an amount equal to the Minimum Redemption Amount.

For the avoidance of doubt, the liquidation proceeds of any assets held by a Hypothetical Investoras Hypothetical Hedge Positions shall be deemed to be used in priority to extinguish any liability, if any, incurred by such Hypothetical Investor under its Hypothetical Hedge Positions and the Calculation Amount mentioned above can be as low as zero.

2.3.4 Definitions specific to the Monetisation until the Maturity Date

Adjusted Calculation Amount means (a) in respect of the first Compounding Period of a Calculation Period, the Calculation Amount for that Calculation Period and (b) in respect of any succeeding Compounding Period in that Calculation Period, an amount equal to the sum of the Calculation Amount for that Calculation Period and the Compounding Period Amounts for each of the previous Compounding Periods in that Calculation Period;

Associated Costs means an amount determined by the Calculation Agent in its reasonable discretion equal to the sum of (without duplication) all costs (including, without limitation, cost of funding), losses, expenses, tax and duties incurred by a Hypothetical Investorin connection with the termination, liquidation or re-establishment of the Intermediate Hypothetical Hedge Positions, the Optional

Hypothetical Hedge Positions, and/or the Hypothetical Hedge Positions, as the case may be, such amount to be apportioned pro rata amongst the Specified Denomination of each outstanding Note.

Compounding Date means, in respect of a Calculation Period, each Business Day of such Calculation Period;

Compounding Method means, when interest is specified herein as accruing pursuant to the Compounding Method, that the amount of interest shall be equal to the sum of the Compounding Period Amounts for each Compounding Period in the related Calculation Period,

Compounding Period means, in respect of a Calculation Period, each period from and including a Compounding Date to but excluding the immediately following Compounding Date during that Calculation Period;

Compounding Period Amount means, in respect of a Compounding Period, the product of (a) the Adjusted Calculation Amount, (b) the Compounding Rate and (c) the Day Count Fraction;

Compounding Rate means, in respect of a Compounding Period Amount, the interbank overnight rate in the Specified Currency as determined by the Calculation Agent on the first day of the relevant Compounding Period; the specific Compounding Rate used in respect of a Specified Currency shall be available at the office of the Calculation Agent from the first day of a Calculation Period; and

Day Count Fraction means, for the purposes of Compounding Method above, the exact number of days in a Compounding Period (the first included and the last excluded), divided by 360.

Relevant Spot Exchange Rate means in respect of a date and an amount to be converted in the Specified Currency, the rate of exchange of the currency in which such amount is denominated into the Specified Currency used to convert such amount on such date into the Specified Currency as determined by the Calculation Agent.

ADDITIONAL TERMS AND CONDITIONS FOR REFERENCE RATE LINKED NOTES

1. DEFINITIONS

Business Day means a "Business Day" as defined in English Law Condition 3 and in French Law Condition 3, or as specified as such in the applicable Final Terms.

Calculation Agent has the meaning given to it in English Law Condition 10 and in French Law Condition 10.

Hedge Positions means any purchase, sale, entry into or maintenance, by Société Générale or one of its affiliate, of one or more (a) positions or contracts in securities, options, futures, derivatives, interest rate transactions or foreign exchange transactions, (b) securities lending/borrowing transactions, (c) any cash deposits or cash borrowing and/or (d) other instruments, arrangements, assets or liabilities howsoever described in order to hedge, individually or on a portfolio basis, the part of Société Générale or one of its affiliate's obligation under the Notes.

Interest Determination Date means, in respect of a Reference Rate, each date defined as being a number of Business Days prior to the beginning /end of an Interest Period.

Reference Rate(s) means the rate(s) specified in the applicable Final Terms as being the Underlying(s).

Reference Rate Fixing means, in respect of a Reference Rate, the fixing of such Reference Rate published on the Interest Determination Date or Valuation Date, as the case may be, on the Relevant Screen Page at the Specified Time.

Relevant Screen Page means, for each Reference Rate, the page specified as such in the applicable Final Terms.

Specified Time means, for each Relevant Screen Page, the time (and associated financial centre) specified as such in the applicable Final Terms.

Valuation Date means, in respect of a Reference Rate, each date specified as such in the applicable Final Terms (which can be a calendar day or a Business Day or an Interest Payment Date).

2. FALLBACK PROVISIONS

A. Generic Fallback Provision

If on an Interest Determination Date or on a Valuation Date which is a Business Day, the Relevant Screen Page is not available at the Specified Time, the Calculation Agent shall apply the procedure detailed in English law Condition 3.2.3.2 ("*Screen Rate Determination"*) for Floating Rate Notes, as if he was acting as the Fiscal Agent.

B. Specific Fallback Provision

For certain products (mainly range accrual products), one or both of the following provisions may be specified in the applicable Final Terms in addition to the General Fallback Provision:

B.1. In respect of a Valuation Date which is not a Business Day, the Reference Rate Fixing for such Valuation Date will be the Reference Rate Fixing on the first preceding Business Day in respect of such Valuation Date.

B.2. In respect of an Interest Period and for the last four Business of such Interest Period, the value of the Reference Rate Fixing on these days shall be deemed to be the Reference Rate Fixing on the fifth Business Day preceding the Interest Payment Date relating to such Interest Period.

3. CHANGE IN LAW, HEDGING DISRUPTION, INCREASED COST OF HEDGING AND CONSEQUENCES

3.1 Change in Law, Hedging Disruption, Increased Cost of Hedging

Change in Law means that, on or after the Issue Date (A) due to the adoption of or any change in any applicable law or regulation (including, without limitation, any tax law), or (B) due to the promulgation of or any change in the interpretation by any court, tribunal or regulatory authority with competent jurisdiction of any applicable law or regulation (including any action taken by a taxing authority), or the combined effect thereof if occurring more than once, the Calculation Agent determines in its sole and absolute discretion that it has become illegal for Société Générale or one of its affiliates to hold, acquire or dispose of Hedge Positions or to maintain the agreement entered into with Société Générale or one of its affiliates by the Issuer of the Notes, relating to the Underlying of the Notes.

Hedging Disruption means in respect of Notes that have one or more Reference Rate(s) as Underlying(s), that Société Générale or one of its affiliates is unable, after using commercially reasonable efforts, to either (a) acquire, establish, re-establish, substitute, maintain, unwind or dispose of any transaction(s) or asset(s) or any futures or options contract(s) it deems necessary to hedge the market risk (or any relevant price risk, including but not limited to the currency risk) of entering into and performing its obligations with respect to the Notes or the agreement entered into with Société Générale by the Issuer of the Notes, or (b) freely realise, recover, remit, receive, repatriate or transfer the proceeds of Hedge Positions as the case may be between accounts within the jurisdiction of the Hedge Positions (the **Affected Jurisdiction**) or from accounts within the Affected Jurisdiction to accounts outside of the Affected Jurisdiction.

Increased Cost of Hedging means, in respect of Notes that have one or more Reference Rate (s) as Underlying(s), that Société Générale or one of its affiliates would incur a materially increased (as compared with circumstances existing on the date(s) on which Société Générale enters into the Hedge Positions in respect of the Notes) amount of tax, duty, expense or fee (other than brokerage commissions) to (a) acquire, establish, re-establish, substitute, maintain, unwind or dispose of any transaction(s) or asset(s) it deems necessary to hedge the market risk (including, without limitation, price risk, foreign exchange risk and interest rate risk) of entering into and performing its obligations with respect to the Notes, or (b) freely realise, recover or remit the proceeds of the proceeds of its Hedge Positions.

3.2 Consequences

In case of the occurrence of a Change in Law, a Hedging Disruption or an Increased Cost of Hedging relating to a Reference Rate (the **Affected Underlying**), the Calculation Agent may:

A. consider such event as an event triggering an early redemption of the Notes (hereafter, an **Early Redemption Event**). In that case where an Early Redemption Event occurs, the Issuer shall terminate its obligations under the Notes and shall pay or cause to be paid an Early Redemption Amount on the basis of the Market Value as defined in English law Condition 5.8 and French law Condition 5.8.

B. determine an appropriate alternative rate to replace the Reference Rate for the purposes of the Notes and adjust any relevant terms of the Notes.

ADDITIONAL TERMS AND CONDITIONS FOR FOREIGN EXCHANGE RATE LINKED NOTES

1. DEFINITIONS

Averaging Date means the dates specified as such in the applicable Final Terms or, if any such day is not a Scheduled Trading Day, the immediately succeeding Scheduled Trading Day unless, in the opinion of the Calculation Agent, any such day is a Disrupted Day, in which case the provisions of Condition 2 below shall apply.

Closing Price means, in respect of a Foreign Exchange Rate, the fixing of such Foreign Exchange Rate published by the Price Source (or the Substitute Price Source if (a) the Price Source (or any page that may be substituted for it) is not available or (b) the fixing of such Foreign Exchange Rate is not available on the Price Source) at the Valuation Time on the relevant Valuation Date.

Substitute Price Source means the substitute published source, information vendor or providor as specified in the applicable Final Terms (if any) containing or reporting the rate or rates from which the Closing Price is calculated.

Disrupted Day means any Scheduled Trading Day on which a Disruption Event has occurred.

Disruption Events means, in respect of a Foreign Exchange Rate, the occurrence or existence of (a) a Price Source Disruption, (b) an Illiquidity Disruption, (c) a Dual Exchange Rate or (d) any other event that, in the opinion of the Calculation Agent, is analogous to (a), (b) or (c). For the purpose hereof:

A. **Price Source Disruption** means that it becomes impossible to obtain the rate or rates from which the Closing Price is calculated.

B. **Illiquidity Disruption** means the occurrence of any event in respect of any Foreign Exchange Rate whereby it becomes impossible for the Calculation Agent to obtain a firm quote for such currency in an amount deemed necessary by the Calculation Agent to hedge its obligations under the Notes (in one or more transaction(s)) on the relevant Averaging Date or any Valuation Date.

C. **Dual Exchange Rate** means that the Foreign Exchange Rate splits into dual or multiple foreign exchange rates.

Foreign Exchange Rate means any exchange rate expressed as X/Y (X and Y are currencies) and specified as Underlying in the applicable Final Terms. For the avoidance of doubt, an exchange rate expressed as X/Y means the number of units (or part units) of X for which one unit of Y can be exchanged.

Hedge Positions means any purchase, sale, entry into or maintenance, by Société Générale or one of its affiliate, of one or more (a) positions or contracts in securities, options, futures, derivatives, interest rate transactions or foreign exchange transactions, (b) securities lending/borrowing transactions, (c) any cash deposits or cash borrowing and/or (d) other instruments, arrangements, assets or liabilities howsoever described in order to hedge, individually or on a portfolio basis, the part of Société Générale or one of its affiliate's obligation under the Notes.

Price Source means the published source, information vendor or providor as specified in the applicable Final Terms containing or reporting the rate or rates from which the Closing Price is calculated.

Scheduled Trading Day means a day on which commercial banks are open (or, but for the occurrence of a Disruption Event would have been open) for business (including dealings in foreign exchange in accordance with the market practice of the foreign exchange market) in the principal financial centres of the Foreign Exchange Rate.

Valuation Date means each date specified as such in the applicable Final Terms or, if such day is not a Scheduled Trading Day, the immediately succeeding Scheduled Trading Day unless, in the opinion of the Calculation Agent, any such day is a Disrupted Day, in which case the provisions of Condition 2 below shall apply.

Valuation Time means the time at which the Price Source publishes the relevant rate or rates from which the Closing Price is calculated, as specified in the applicable Final Terms.

2. CONSEQUENCES OF A DISRUPTION EVENT

If any Valuation Date or Averaging Date specified in the applicable Final Terms (the **Scheduled Valuation Date** and the **Scheduled Averaging Date** respectively), is a Disrupted Day for a Foreign Exchange Rate, the Calculation Agent shall:

(a) determine to apply one of the following methods:

(x) determine that the Valuation Date or Averaging Date for such Foreign Exchange Rate shall be the first succeeding Scheduled Trading Day that is not a Disrupted Day in respect of such Foreign Exchange Rate, unless each of the eight Scheduled Trading Days immediately following the Scheduled Valuation Date or Scheduled Averaging Date is also a Disrupted Day. In that case, that eighth Scheduled Trading Day shall be deemed to be the Valuation Date or Averaging Date for the Foreign Exchange Rate notwithstanding the fact that such day is a Disrupted Day, and the Calculation Agent shall determine, its good faith estimate of the fixing of the Foreign Exchange Rate as of the Valuation Time on that eighth Scheduled Trading Day and the good faith estimate of the fixing of the Foreign Exchange Rate so calculated shall be deemed the Closing Price;

Provided however that
if a Scheduled Averaging Date is a Disrupted Day, the Averaging Date shall be postponed pursuant to the provisions above to the first succeeding Scheduled Trading Day that is not a Disrupted Day provided it is not also a Scheduled Averaging Date; if on the eighth Scheduled Trading Day following the Scheduled Averaging Date a Scheduled Trading Day that is not a Disrupted Day nor another Scheduled Averaging Date has not occurred, then that eighth Scheduled Trading Day shall be deemed the Averaging Date (irrespective of whether that eighth Scheduled Trading Day is also a Scheduled Averaging Date), and the Calculation Agent shall make on that day the determinations described in (x) above, and the good faith estimate of the fixing of the Foreign Exchange Rate so calculated shall be deemed the Closing Price; or

(y) consider such event as an event triggering an early redemption of the Notes (hereafter, an **Early Redemption Event**). In that case where an Early Redemption Event occurs, the Issuer shall terminate its obligations under the Notes and shall pay or cause to be paid an Early Redemption Amount on the basis of the Market Value as defined in English law Condition 5.8 and French law Condition 5.8; or

(z) apply the Monetisation until the Maturity Date (as defined below); and/or

(b) postpone any payment date related to such Averaging Date or Valuation Date (including, if applicable, the Maturity Date) until the fourth Business Day following the date on which a Disruption Event is no longer subsisting. No interest or other amount shall be paid by the Issuer in respect of such postponement.

provided however that

(i) in respect of Uncertificated Nordic Notes issued by an Issuer other than SG Issuer, cleared and settled through the Swedish Central Securities Depositary (Euroclear Sweden AB), the Finnish Central Securities Depositary (Euroclear Finland Ltd) or the Danish Central Securities Depositary, *Vaerdipapircentralen* (**VP**), all references to the word "fourth" above shall be deemed to be references to the word "twelfth",

(ii) in respect of Uncertificated Nordic Notes issued by an Issuer other than SG Issuer, cleared and settled through the Norwegian Central Security Depositary (**Verdipapirsentralen**), all references to the word "fourth" above shall be deemed to be references to the word "tenth", and

(iii) in respect of Uncertificated Nordic Notes issued by SG Issuer, cleared and settled through the Swedish Central Securities Depositary (Euroclear Sweden AB), cleared and settled through the Swedish Central Securities Depositary (Euroclear Sweden AB), all references to the word "fourth" above shall be deemed to be references to the word "nineteenth".

3. MONETISATION UNTIL THE MATURITY DATE

Following the occurrence of an event giving rise to the Monetisation until the Maturity Date, the Issuer shall no longer be liable for the payment of (1) the Intermediate Amount(s) initially scheduled to be paid on any Intermediate Payment Date and/or (2) the Optional Redemption Amount on the Optional Redemption Date and/or (3) the Final Redemption Amount as defined in the applicable Final Terms on the Maturity Date, but instead will, in full and final satisfaction of its obligations, pay an amount described in Conditions 3.1, 3.2 or 3.3 below.

3.1 Monetisation of any Intermediate Amount

3.1.1 *In respect of the payment of any Intermediate Amount as defined in the applicable Final Terms which could be as low as zero*

Pursuant to the provisions of Condition 3, the Issuer shall pay on the Maturity Date an amount per Note, determined by the Calculation Agent, based on (a) the net positive cash amount that the Calculation Agent would be left with on the Intermediate Full Liquidation Date, as a result of liquidating the Intermediate Hedge Positions (*inter alia* by satisfying any obligations or liabilities in place with respect to or part of such Intermediate Hedge Positions, if any, with the liquidation proceeds of the assets of the Intermediate Hedge Positions) minus (b) the Associated Costs (the result of which, converted if necessary into the Specified Currency using the Relevant Spot Exchange Rate on the Intermediate Full Liquidation Date, is a **Calculation Amount** for the purposes of this provision and of the Compounding Method) together with (c) interest that would have accrued on such Calculation Amount pursuant to the Compounding Method, during the period (which for the purposes of this provision and of the Compounding Method shall be a **Calculation Period**) between (x) the Intermediate Full Liquidation Date (included) and (y) the fourth Business Day preceding the Maturity Date (excluded),

provided however that

- in respect of Uncertificated Nordic Notes issued by an Issuer other than SG Issuer, cleared and settled through the Swedish Central Securities Depositary (Euroclear Sweden AB), the Finnish Central Securities Depositary (Euroclear Finland Ltd) or the Danish Central Securities Depositary, *Vaerdipapircentralen* (**VP**), all references to the word "fourth" in (y) above shall be deemed to be references to the word "twelfth",

- in respect of Uncertificated Nordic Notes issued by an Issuer other than SG Issuer, cleared and settled through the Norwegian Central Security Depositary (**Verdipapirsentralen**), all references to the word "fourth" in (y) above shall be deemed to be references to the word "tenth", and

- in respect of Uncertificated Nordic Notes issued by SG Issuer, cleared and settled through the Swedish Central Securities Depositary (Euroclear Sweden AB), all references to the word "fourth" in (y) above shall be deemed to be references to the word "nineteenth".

For the avoidance of doubt, the liquidation proceeds of any assets held by the Calculation Agent as Intermediate Hedge Positions shall be deemed to be used in priority to extinguish any liability, if any, incurred by the Calculation Agent under its Intermediate Hedge Positions and the Calculation Amount mentioned above can be as low as zero; or

3.1.2 *in respect of the payment of any Intermediate Amount as defined in the applicable Final Terms which cannot be in any case lower than an amount strictly positive (the* ***Minimum Intermediate Amount****)*

Pursuant to the provisions of Condition 3, the Issuer shall pay (1) on the Intermediate Payment Date an amount per Note equal to the Minimum Intermediate Amount and (2) on the Maturity Date an amount per Note, determined by the Calculation Agent, equal to the positive difference, if any, between:

(i) (a) the net positive cash amount that the Calculation Agent would be left with on the Intermediate Full Liquidation Date, as a result of liquidating the Intermediate Hedge Positions (*inter alia* by satisfying any obligations or liabilities in place with respect to or part of such Intermediate Hedge Positions, if any, with the liquidation proceeds of the assets of the Intermediate Hedge Positions) minus (b) the Associated Costs (the result of which, converted if necessary into the Specified Currency using the Relevant Spot Exchange Rate on the Intermediate Full Liquidation Date is a **Calculation Amount** for the purposes of this provision and of the Compounding Method) together with (c) interest that would have accrued on such Calculation Amount pursuant to the Compounding Method, during the period (which for the purposes of this provision and of the Compounding Method shall be a **Calculation Period**) between (x) the Intermediate Full Liquidation Date (included) and (y) the fourth Business Day preceding the Maturity Date (excluded),

provided however that

- in respect of Uncertificated Nordic Notes issued by an Issuer other than SG Issuer, cleared and settled through the Swedish Central Securities Depositary (Euroclear Sweden AB), the Finnish Central Securities Depositary (Euroclear Finland Ltd) or the Danish Central Securities Depositary, *Vaerdipapircentralen* (**VP**), all references to the word "fourth" in (y) above shall be deemed to be references to the word "twelfth",

- in respect of Uncertificated Nordic Notes issued by an Issuer other than SG Issuer, cleared and settled through the Norwegian Central Security Depositary (**Verdipapirsentralen**), all references to the word "fourth" in (y) above shall be deemed to be references to the word "tenth", and

- in respect of Uncertificated Nordic Notes issued by SG Issuer, cleared and settled through the Swedish Central Securities Depositary (Euroclear Sweden AB), all references to the word "fourth" in (y) above shall be deemed to be references to the word "nineteenth", and

(ii) an amount equal to the Minimum Intermediate Amount.

For the avoidance of doubt, the liquidation proceeds of any assets held by the Calculation Agent as Intermediate Hedge Positions shall be deemed to be used in priority to extinguish any liability, if any, incurred by the Calculation Agent under its Intermediate Hedge Positions and the Calculation Amount mentioned above can be as low as zero.

3.2 Monetisation of any Optional Redemption Amount

3.2.1 *In respect of the redemption of Notes whose Optional Redemption Amount as defined in the applicable Final Terms could be as low as zero*

Pursuant to the provisions of Condition 3, the Issuer shall pay on the Maturity Date an amount per Note, determined by the Calculation Agent, based on (a) the net positive cash amount that the Calculation Agent would be left with on the Optional Full Liquidation Date, as a result of liquidating the Optional Hedge Positions (*inter alia* by satisfying any obligations or liabilities in place with respect to or part of such Optional Hedge Positions, if any, with the liquidation proceeds of the assets of the Optional Hedge Positions) minus (b) the Associated Costs (the result of which, converted if necessary into the Specified Currency using the Relevant Spot Exchange Rate on the Optional Full Liquidation Date, is a **Calculation Amount** for the purposes of this provision and of the Compounding Method) together with (c) interest that would have accrued on such Calculation Amount pursuant to the Compounding Method, during the period (which for the purposes of this provision and of the Compounding Method shall be a **Calculation Period**) between (x) the Optional Full Liquidation Date (included) and (y) the fourth Business Day preceding the Maturity Date (excluded),

provided however that

- in respect of Uncertificated Nordic issued by an Issuer other than SG Issuer, cleared and settled through the Swedish Central Securities Depositary (Euroclear Sweden AB), the Finnish Central Securities Depositary (Euroclear Finland Ltd) or the Danish Central Securities Depositary, *Vaerdipapircentralen* (**VP**), all references to the word "fourth" in (y) above shall be deemed to be references to the word "twelfth",

- in respect of Uncertificated Nordic Notes issued by an Issuer other than SG Issuer, cleared and settled through the Norwegian Central Security Depositary (**Verdipapirsentralen**), all references to the word "fourth" in (y) above shall be deemed to be references to the word "tenth", and

- in respect of Uncertificated Nordic Notes issued by SG Issuer, cleared and settled through the Swedish Central Securities Depositary (Euroclear Sweden AB), all references to the word "fourth" in (y) above shall be deemed to be references to the word "nineteenth".

For the avoidance of doubt, the liquidation proceeds of any assets held by the Calculation Agent as Optional Hedge Positions shall be deemed to be used in priority to extinguish any liability, if any, incurred by the Calculation Agent under its Optional Hedge Positions and the Calculation Amount mentioned above can be as low as zero; or

3.2.2 *in respect of the redemption of Notes whose Optional Redemption Amount as defined in the applicable Final Terms cannot be in any case lower than an amount strictly positive (the **Optional Minimum Redemption Amount**)*

Pursuant to the provisions of Condition 3, the Issuer shall pay (1) on the Optional Redemption Date an amount per Note equal to the Optional Minimum Redemption Amount and (2) on the Maturity Date an amount per Note, determined by the Calculation Agent, equal to the positive difference, if any, between:

(i) (a) the net positive cash amount that the Calculation Agent would be left with on the Optional Full Liquidation Date, as a result of liquidating, the Optional Hedge Positions (*inter alia* by satisfying any obligations or liabilities in place with respect to or part of such Optional Hedge Positions, if any, with the liquidation proceeds of the assets of the Optional Hedge Positions) minus (b) the Associated Costs (the result of which, converted if necessary into the Specified Currency using the Relevant Spot Exchange Rate on the Optional Full Liquidation Date is a **Calculation Amount** for the purposes of this provision and of the Compounding Method) together with (c) interest that would have accrued on such Calculation Amount pursuant to the Compounding Method, during the period (which for the purposes of this provision and of the Compounding Method shall be a

Calculation Period) between (x) the Optional Full Liquidation Date (included) and (y) the fourth Business Day preceding the Maturity Date (excluded),

provided however that

- in respect of Uncertificated Nordic Notes issued by an Issuer other than SG Issuer, cleared and settled through the Swedish Central Securities Depositary (Euroclear Sweden AB), the Finnish Central Securities Depositary (Euroclear Finland Ltd) or the Danish Central Securities Depositary, *Vaerdipapircentralen* (**VP**), all references to the word "fourth" in (y) above shall be deemed to be references to the word "twelfth",

- in respect of Uncertificated Nordic Notes issued by an Issuer other than SG Issuer, cleared and settled through the Norwegian Central Security Depositary (**Verdipapirsentralen**), all references to the word "fourth" in (y) above shall be deemed to be references to the word "tenth", and

- in respect of Uncertificated Nordic Notes issued by SG Issuer, cleared and settled through the Swedish Central Securities Depositary (Euroclear Sweden AB), all references to the word "fourth" in (y) above shall be deemed to be references to the word "nineteenth", and

(ii) an amount equal to the Optional Minimum Redemption Amount.

For the avoidance of doubt, the liquidation proceeds of any assets held by the Calculation Agent as Optional Hedge Positions shall be deemed to be used in priority to extinguish any liability, if any, incurred by the Calculation Agent under its Optional Hedge Positions and the Calculation Amount mentioned above can be as low as zero;

3.3 Monetisation of the Final Redemption Amount

3.3.1 *In respect of the redemption of Notes whose Final Redemption Amount as defined in the applicable Final Terms could be as low as zero*

Pursuant to the provisions of Condition 3, the Issuer shall pay on the Maturity Date an amount per Note, determined by the Calculation Agent, based on (a) the net positive cash amount that the Calculation Agent would be left with on the Full Liquidation Date, as a result of liquidating the Hedge Positions (*inter alia* by satisfying any obligations or liabilities in place with respect to or part of such Hedge Positions, if any, with the liquidation proceeds of the assets of the Hedge Positions) minus (b) the Associated Costs (the result of which, converted if necessary into the Specified Currency using the Relevant Spot Exchange Rate on the Full Liquidation Date, is a **Calculation Amount** for the purposes of this provision and of the Compounding Method) together with (c) interest that would have accrued on such Calculation Amount pursuant to the Compounding Method, during the period (which for the purposes of this provision and of the Compounding Method shall be a **Calculation Period**) between (x) the Full Liquidation Date (included) and (y) the fourth Business Day preceding the Maturity Date (excluded),

provided however that

- in respect of Uncertificated Nordic Notes issued by an Issuer other than SG Issuer, cleared and settled through the Swedish Central Securities Depositary (Euroclear Sweden AB), the Finnish Central Securities Depositary (Euroclear Finland Ltd) or the Danish Central Securities Depositary, *Vaerdipapircentralen* (**VP**), all references to the word "fourth" in (y) above shall be deemed to be references to the word "twelfth",

- in respect of Uncertificated Nordic Notes issued by an Issuer other than SG Issuer, cleared and settled through the Norwegian Central Security Depositary (**Verdipapirsentralen**), all

references to the word "fourth" in (y) above shall be deemed to be references to the word "tenth", and

- in respect of Uncertificated Nordic Notes issued by SG Issuer, cleared and settled through the Swedish Central Securities Depositary (Euroclear Sweden AB), all references to the word "fourth" in (y) above shall be deemed to be references to the word "nineteenth".

For the avoidance of doubt, the liquidation proceeds of any assets held by the Calculation Agent as Hedge Positions shall be deemed to be used in priority to extinguish any liability, if any, incurred by the Calculation Agent under its Hedge Positions and the Calculation Amount mentioned above can be as low as zero; or

3.3.2 *in respect of the redemption of Notes whose Final Redemption Amount as defined in the applicable Final Terms cannot be in any case lower than an amount strictly positive (the* ***Minimum Redemption Amount****)*

Pursuant to the provisions of Condition 3, the Issuer shall pay on the Maturity Date an amount per Note, determined by the Calculation Agent, equal to the sum of (1) the Minimum Redemption Amount and (2) an amount, equal to the positive difference, if any, between:

(i) (a) the net positive cash amount that the Calculation Agent would be left with on the Full Liquidation Date, as a result of liquidating, the Hedge Positions (*inter alia* by satisfying any obligations or liabilities in place with respect to or part of such Hedge Positions, if any, with the liquidation proceeds of the assets of the Hedge Positions) minus (b) the Associated Costs (the result of which, converted if necessary into the Specified Currency using the Relevant Spot Exchange Rate on the Full Liquidation Date, is a **Calculation Amount** for the purposes of this provision and of the Compounding Method) together with (c) interest that would have accrued on such Calculation Amount pursuant to the Compounding Method, during the period (which for the purposes of this provision and of the Compounding Method shall be a **Calculation Period**) between (x) the Full Liquidation Date (included) and (y) the fourth Business Day preceding the Maturity Date (excluded),

provided however that

- in respect of Uncertificated Nordic Notes issued by an Issuer other than SG Issuer, cleared and settled through the Swedish Central Securities Depositary (Euroclear Sweden AB), the Finnish Central Securities Depositary (Euroclear Finland Ltd) or the Danish Central Securities Depositary, *Vaerdipapircentralen* (**VP**), all references to the word "fourth" in (y) above shall be deemed to be references to the word "twelfth",
- in respect of Uncertificated Nordic Notes issued by an Issuer other than SG Issuer, cleared and settled through the Norwegian Central Security Depositary (**Verdipapirsentralen**), all references to the word "fourth" in (y) above shall be deemed to be references to the word "tenth", and
- in respect of Uncertificated Nordic Notes issued by SG Issuer, cleared and settled through the Swedish Central Securities Depositary (Euroclear Sweden AB), all references to the word "fourth" in (y) above shall be deemed to be references to the word "nineteenth", and

(ii) an amount equal to the Minimum Redemption Amount.

For the avoidance of doubt, the liquidation proceeds of any assets held by the Calculation Agent as Hedge Positions shall be deemed to be used in priority to extinguish any liability, if any, incurred by the Calculation Agent under its Hedge Positions and the Calculation Amount mentioned above can be as low as zero.

3.4 Definitions specific to the Monetisation until the Maturity Date

Adjusted Calculation Amount means (a) in respect of the first Compounding Period of a Calculation Period, the Calculation Amount for that Calculation Period and (b) in respect of any succeeding Compounding Period in that Calculation Period, an amount equal to the sum of the Calculation Amount for that Calculation Period and the Compounding Period Amounts for each of the previous Compounding Periods in that Calculation Period;

Associated Costs means an amount determined by the Calculation Agent in its reasonable discretion equal to the sum of (without duplication) all costs (including, without limitation, cost of funding), losses, expenses, tax and duties incurred by the Calculation Agent in connection with the termination, liquidation or re-establishment of the Intermediate Hedge Positions, the Optional Hedge Positions, and/or the Hedge Positions, as the case may be, such amount to be apportioned pro rata amongst the Specified Denomination of each outstanding Note.

Compounding Date means, in respect of a Calculation Period, each Business Day of such Calculation Period;

Compounding Method means, when interest is specified herein as accruing pursuant to the Compounding Method, that the amount of interest shall be equal to the sum of the Compounding Period Amounts for each Compounding Period in the related Calculation Period,

Compounding Period means, in respect of a Calculation Period, each period from and including a Compounding Date to but excluding the immediately following Compounding Date during that Calculation Period;

Compounding Period Amount means, in respect of a Compounding Period, the product of (a) the Adjusted Calculation Amount, (b) the Compounding Rate and (c) the Day Count Fraction;

Compounding Rate means, in respect of a Compounding Period Amount, the interbank overnight rate in the Specified Currency as determined by the Calculation Agent on the first day of the relevant Compounding Period; the specific Compounding Rate used in respect of a Specified Currency shall be available at the office of the Calculation Agent from the first day of a Calculation Period; and

Day Count Fraction means, for the purposes of Compounding Method above, the exact number of days in a Compounding Period (the first included and the last excluded), divided by 360.

Full Liquidation Date means, in respect of the Maturity Date, the date on which the liquidation proceeds of the Hedge Positions (including *inter alia* by satisfying any obligations or liabilities in place with respect to or part of such Hedge Positions, if any, with the liquidation proceeds of the assets of such Hedge Positions) are deemed, as determined by the Calculation Agent, to be fully received by the Calculation Agent.

Hedge Positions means any purchase, sale, entry into or maintenance, by the Calculation Agent, of one or more (a) positions or contracts in securities, options, futures, derivatives, interest rate transactions or foreign exchange transactions, (b) securities lending/borrowing transactions, (c) cash deposits or cash borrowings and/or (d) other instruments, arrangements, assets or liabilities howsoever described, in order to hedge individually or on a portfolio basis, the part of the Issuer's obligations under the Notes linked to or indexed to the relevant Underlying(s) due on the Maturity Date apportioned pro rata to each outstanding Note provided that, if the Intermediate Full Liquidation Date and/or the Optional Full Liquidation Date has not occurred on or before the fourth Business Day preceding the Maturity Date, then Hedge Positions will include the Intermediate Hedge Positions and/or the Optional Hedge Positions,

provided further that

(i) in respect of Uncertificated Nordic Notes issued by an Issuer other than SG Issuer, cleared and settled through the Swedish Central Securities Depositary (Euroclear Sweden AB), the Finnish Central Securities Depositary (Euroclear Finland Ltd) or the Danish Central Securities Depositary,

Vaerdipapircentralen (**VP**), all references to the word "fourth" above shall be deemed to be references to the word "twelfth",
(ii) in respect of Uncertificated Nordic Notes issued by an Issuer other than SG Issuer, cleared and settled through the Norwegian Central Security Depositary (**Verdipapirsentralen**), all references to the word "fourth" above shall be deemed to be references to the word "tenth", and
(iii) in respect of Uncertificated Nordic Notes issued by SG Issuer, cleared and settled through the Swedish Central Securities Depositary (Euroclear Sweden AB), all references to the word "fourth" above shall be deemed to be references to the word "nineteenth".

Intermediate Amount means either an Interest Amount or an Instalment Amount.

Intermediate Full Liquidation Date means, in respect of any Intermediate Payment Date, the date on which the liquidation proceeds of the Intermediate Hedge Positions (including *inter alia* by satisfying any obligations or liabilities in place with respect to or part of such Intermediate Hedge Positions, if any, with the liquidation proceeds of the assets of such Intermediate Hedge Positions) are deemed, as determined by the Calculation Agent, to be fully received by the Calculation Agent.

Intermediate Hedge Positions means any purchase, sale, entry into or maintenance, by the Calculation Agent, of one or more (a) positions or contracts in securities, options, futures, derivatives, interest rate transactions or foreign exchange transactions, (b) securities lending/borrowing transactions, (c) cash deposits or cash borrowings and/or (d) other instruments, arrangements, assets or liabilities howsoever described, in order to hedge individually or on a portfolio basis, the part of the Issuer's obligations under the Notes linked to or indexed to the relevant Underlying(s) due on an Intermediate Payment Date, apportioned pro rata to each outstanding Note.

Intermediate Payment Date means either an Interest Payment Date or an Instalment Date specified as such in the Final Terms of the relevant Notes.

Maturity Date means the date specified as such in the Final Terms of the relevant Notes.

Optional Redemption Amount means the amount specified as such in the Final Terms of the relevant Notes.

Optional Redemption Date means the date specified as such in the Final Terms of the relevant Notes.

Optional Full Liquidation Date means, in respect of an Optional Redemption Date, the date on which the liquidation proceeds of the Optional Hedge Positions (including inter alia by satisfying any obligations or liabilities in place with respect to or part of such Optional Hedge Positions, if any, with the liquidation proceeds of the assets of such Optional Hedge Positions) are deemed, as determined by the Calculation Agent, to be fully received by the Calculation Agent.

Optional Hedge Positions means any purchase, sale, entry into or maintenance, by the Calculation Agent, of one or more (a) positions or contracts in securities, options, futures, derivatives, interest rate transactions or foreign exchange transactions, (b) securities lending/borrowing transactions, (c) cash deposits or cash borrowings and/or (d) other instruments, arrangements, assets or liabilities howsoever described, in order to hedge individually or on a portfolio basis, the part of the Issuer's obligations under the Notes linked to or indexed to the relevant Underlying(s) due on an Optional Redemption Date, apportioned pro rata to each outstanding Note.

Relevant Spot Exchange Rate means in respect of a date and an amount to be converted in the Specified Currency, the rate of exchange of the currency in which such amount is denominated into the Specified Currency used to convert such amount on such date into the Specified Currency as determined by the Calculation Agent.

4. CHANGE IN LAW, HEDGING DISRUPTION, INCREASED COST OF HEDGING AND CONSEQUENCES

4.1 Change in Law, Hedging Disruption, Increased Cost of Hedging

Change in Law means, in respect of Notes that have one or more Foreign Exchange Rate(s) as Underlying(s), that on or after the first to occur of (a) the Issue Date and (b) the first Valuation Date of the Notes (i) due to the adoption of any change in any applicable law or regulation (including without limitation, any tax law) or (ii) due to the promulgation of or any change in the interpretation by any court, tribunal or regulatory authority with competent jurisdiction of any applicable law or regulation (including any action taken by a taxing authority), the Calculation Agent determines in good faith that it has become illegal for Société Générale or one of its affiliates to hold, acquire or dispose of Hedge Positions or to maintain the agreement entered into with Société Générale or one of its affiliates by the Issuer of the Notes, relating to the Underlying of the Notes.;

Hedging Disruption means, in respect of Notes that have one or more Foreign Exchange Rate(s) as Underlying(s), that Société Générale or one of its affiliates is unable, after using commercially reasonable efforts, to either (a) acquire, establish, re-establish, substitute, maintain, unwind or dispose of any transaction(s) or asset(s) or any futures or options contract(s) it deems necessary to hedge the market risk and any relevant price risk including but not limited to the currency risk of entering into and performing its obligations with Société Générale by the Issuer of the Notes, or (b) freely realise, recover, remit, receive, repatriate or transfer the proceeds of Hedge Positions as the case may be between accounts within the jurisdiction of the Hedge Positions (the **Affected Jurisdiction**) or from accounts within the Affected Jurisdiction to accounts outside of the Affected Jurisdiction.

Increased Cost of Hedging means, in respect of Notes that have one or more Foreign Exchange Rate(s) as Underlying(s), that Société Générale or one of its affiliates would incur a materially increased (as compared with circumstances existing on the date(s) on which Société Générale enters into the Hedge Positions in respect of the Notes) amount of tax, duty, expense or fee (other than brokerage commissions) to (a) acquire, establish, re-establish, substitute, maintain, unwind or dispose of any transaction(s) or asset(s) it deems necessary to hedge the market risk (including, without limitation, price risk, foreign exchange risk and interest rate risk) of entering into and performing its obligations with respect to the Notes, or (b) freely realise, recover or remit the proceeds of the proceeds of its Hedge Positions.

4.2 Consequences

In case of the occurrence of a Change in Law, a Hedging Disruption or an Increased Cost of Hedging relating to a Foreign Exchange Rate (the **Affected Underlying**), the Calculation Agent may:

A. consider such event as an event triggering an early redemption of the Notes (hereafter, an **Early Redemption Event**). In that case where an Early Redemption Event occurs, the Issuer shall terminate its obligations under the Notes and shall pay or cause to be paid an Early Redemption Amount on the basis of the Market Value as defined in English law Condition 5.8 and French law Condition 5.8; or

B. determine an appropriate alternative exchange rate to replace the Foreign Exchange Rate for the purposes of the Notes and adjust any relevant terms of the Notes; or

C apply the Monetisation until the Maturity Date (as defined above).

ADDITIONAL TERMS AND CONDITIONS FOR COMMODITY LINKED NOTES

1. DEFINITIONS

1.1. Commodity Reference Prices

Commodity Reference Price means any of (a) the prices specified for the relevant Commodity below, (b) the Closing Price for the relevant Commodity Index specified in the applicable Final Terms:

AL for a date means the settlement price per tonne of high grade primary aluminium at the end of the second morning ring on the LME for cash delivery (unless otherwise provided for in the applicable Final Terms), stated in USD, as determined and made public by the LME for that date (available on the page "LOAHDY Comdty" of the Bloomberg terminal).

BL for a date means the settlement price per barrel of the Brent blend crude oil on the ICE of the First Nearby Month Futures Contract subject to Roll Adjustment 1 (unless otherwise provided for in the applicable Final Terms), stated in USD, as determined and made public by the ICE for that date (available on the page "CO1 Comdty" for a First Nearby Month Futures Contract and on page "CO2 Comdty" for a Second Nearby Month Futures Contract of the Bloomberg terminal).

CC for a date means the settlement price per metric tonne of Cocoa Bean on the ICE of the First Nearby Month Futures Contract subject to Roll Adjustment 2 (unless otherwise provided for in the applicable Final Terms), stated in USD, as determined and made public by the ICE for that date (available on page "CC1 Comdty" for a First Nearby Month Futures Contract and "CC2 Comdty" for a Second Nearby Month Futures Contract of the Bloomberg terminal).

CL for a date means the settlement price per barrel of the West Texas Intermediate light sweet crude oil on the NYMEX of the First Nearby Month Futures Contract (unless otherwise provided for in the applicable Final Terms) stated in USD, as determined and made public by the NYMEX for that date (available on page "CL1 Comdty" of the Bloomberg terminal).

CO for a date means the settlement price per bushel of No.2 Yellow Corn on the CBOT of the First Nearby Month Futures Contract subject to Roll Adjustment 2 (unless otherwise provided for in the applicable Final Terms), stated in U.S cents, as determined and made public by the CBOT for that date (available on page "C1 Comdty" for a First Nearby Month Futures Contract and "C2 Comdty" for a Second Nearby Month Futures Contract of the Bloomberg terminal).

CT for a date means the settlement price per pound of Cotton No.2 on the ICE of First Nearby Month Futures Contract subject to Roll Adjustment 2 (unless otherwise provided for in the applicable Final Terms), stated in U.S cents, as determined and made public by the ICE for that date (available on page "CT1 Comdty" for a First Nearby Month Futures Contract and "CT2 Comdty" for a Second Nearby Month Futures Contract of the Bloomberg terminal).

CU for a date means the settlement price per tonne of copper Grade A at the end of the second morning ring on the LME for cash delivery (unless otherwise provided for in the applicable Final Terms), stated in USD, as determined and made public by the LME for that date (available on page "LOCADY Comdty" of the Bloomberg terminal).

DA for a date means the settlement price per 100 pounds of Class III Milk on the CME of the First Nearby Month Futures Contract subject to Roll Adjustment 1 (unless otherwise provided for in the applicable Final Terms), stated in USD, as determined and made public by the CME for that date (available on page "DA1 Comdty" for a First Nearby Month Futures Contract and "DA 2 Comdty" for a Second Nearby Month Futures Contract of the Bloomberg terminal).

EU2 for a date means the settlement price per emissions allowance (such emissions allowance being an entitlement to emit one tonne of carbon dioxide equivalent gas) on the ICE of the ICE ECX CFI December Futures Contract which first expires on or following that date (unless otherwise provided for in the applicable Final Terms), stated in EUR, as determined and made public by the ICE for that date (available on page "EMIT" of the Bloomberg terminal).

FC for a date means the settlement price per pound of Feeder Cattle on the CME of the First Nearby Month Futures Contract subject to Roll Adjustment 1 (unless otherwise provided for in the applicable Final Terms), stated in U.S. cents, as determined and made public by the CME for that date (available on page "FC1 Comdty" for a First Nearby Month Futures Contract and "FC2 Comdty" for a Second Nearby Month Futures Contract of the Bloomberg terminal).

FN for a date means the settlement price per Therm of the UK natural gas on the ICE of the First Nearby Month Futures Contract (unless otherwise provided for in the applicable Final Terms) stated in GBP cents, as determined and made public by ICE for that date (available on page "FN1 Comdty" of the Bloomberg terminal).

GI for a date means the settlement price per MWh of the phelix baseload electricity index (Germany/Austria) on the EEX of the Second Nearby Month Contract (unless otherwise provided for in the applicable Final Terms) stated in EUR, as determined and made public by the EEX for that date (available on page "GI2 Comdty" of the Bloomberg terminal).

GL for a date means the settlement price per metric ton of the gas oil on the ICE of the First Nearby Month Futures Contract subject to Roll Adjustment 1 (unless otherwise provided for in the applicable Final Terms), stated in USD, as determined and made public by the ICE for that date (available on page "QS1 Comdty" for a First Nearby Month Futures Contract and "QS2 Comdty" for a Second Nearby Month Futures Contract of the Bloomberg terminal).

GO for a date, means the afternoon (unless otherwise provided for in the applicable Final Terms) Gold fixing price per troy ounce of Gold for delivery in London through a member of the LBMA authorized to effect such delivery, stated in USD, as determined and made public by the London Gold Market for that date (available on the page "GOLDLNPM index" of the Bloomberg terminal).

HO for a date means the settlement price per US Gallon of the heating oil on the NYMEX of the First Nearby Month Futures Contract (unless otherwise provided for in the applicable Final Terms), stated in USD, as determined and made public by the NYMEX for that date (available on page "HO1 Comdty" of the Bloomberg terminal).

KC for a date means the settlement price per pound of Arabica Coffee on the ICE of the First Nearby Month Futures Contract subject to Roll Adjustment 2 (unless otherwise provided for in the applicable Final Terms), stated in U.S cents, as determined and made public by the ICE for that date (available on page "KC1 Comdty" for a First Nearby Month Futures Contract and "KC2 Comdty" for a Second Nearby Month Futures Contract of the Bloomberg terminal).

KW for a date means the settlement price per bushel of Hard Red Winter Wheat on the KBOT of First Nearby Month Futures Contract subject to Roll Adjustment 2 (unless otherwise provided for in the applicable Final Terms), stated in U.S cents, as determined and made public by the KBOT for that date (available on page "KW1 Comdty" for a First Nearby Month Futures Contract and "KW2 Comdty" for a Second Nearby Month Futures Contract of the Bloomberg terminal).

LC for a date means the settlement price per pound of Live Cattle on the CME of the First Nearby Month Futures Contract subject to Roll Adjustment 2 (unless otherwise provided for in the applicable Final Terms), stated in U.S. cents, as determined and made public by the CME for that date (available on page "LC1 Comdty" for a First Nearby Month Futures Contract and "LC2 Comdty" for a Second Nearby Month Futures Contract of the Bloomberg terminal).

LH for a date means the settlement price per pound of Lean Hogs on the CME of the First Nearby Month Futures Contract subject to Roll Adjustment 1 (unless otherwise provided for in the applicable Final Terms), stated in U.S. cents, as determined and made public by the CME for that date (available on page "LH1 Comdty" for a First Nearby Month Futures Contract and "LH2 Comdty" for a Second Nearby Month Futures Contract of the Bloomberg terminal).

NG for a date means the settlement price per MMBTU of natural gas on the NYMEX of the Henry Hub Natural Gas of the First Nearby Month Futures Contract (unless otherwise provided for in the applicable Final Terms), stated in USD, as determined and made public by the NYMEX for that date (available on page "NG1 Comdty" of the Bloomberg terminal).

NI for a date means the settlement price per tonne of Primary Nickel at the end of the second morning ring on the LME for cash delivery (unless otherwise provided for in the applicable Final Terms), stated in USD, as determined and made public by the LME for that date (available on page "LONIDY Comdty" of the Bloomberg terminal).

OJ for a date means the settlement price per pound of Frozen Concentrated Orange Juice on the ICE of the First Nearby Month Futures Contract subject to Roll Adjustment 2 (unless otherwise provided for in the applicable Final Terms), stated in U.S cents, as determined and made public by the ICE for that date (available on page "JO1 Comdty" for a First Nearby Month Futures Contract and "JO2 Comdty" for a Second Nearby Month Futures Contract of the Bloomberg terminal).

PB for a date means the settlement price per tonne of the Standard Lead at the end of the second morning ring on the LME for cash delivery (unless otherwise provided for in the applicable Final Terms), stated in USD, as determined and made public by the LME for that date (available on page "LOPBDY Comdty" of the Bloomberg terminal).

PD for a date means the afternoon (unless otherwise provided for in the applicable Final Terms) Palladium fixing price per troy ounce gross of Palladium for delivery in Zurich through a member of the LPPM authorized to effect such delivery, stated in USD, as determined and made public by the LPPM for that date (available on page "PLDMLNPM Comdty" of the Bloomberg terminal).

PT for a date means the afternoon (unless otherwise provided for in the applicable Final Terms) Platinum fixing price per troy ounce gross of Platinum for delivery in Zurich through a member of the LPPM authorized to effect such delivery, stated in USD, as determined and made public by the LPPM for that date (available on page "PLTMLNPM Comdty" of the Bloomberg terminal).

RB for a date means the settlement price per US Gallon of the reformulated gasoline blendstock for oxygen blending on the NYMEX of the First Nearby Month Futures Contract (unless otherwise provided for in the applicable Final Terms), stated in USD, as determined and made public by the NYMEX for that date (available on page "XB1 Comdty" of the Bloomberg terminal).

SB for a date means the settlement price per pound of Sugar #11 on the ICE of the First Nearby Month Futures Contract subject to Roll Adjustment 2 (unless otherwise provided for in the applicable Final Terms), stated in U.S. cents, as determined and made public by the ICE for that date (available on page "SB1 Comdty" for a First Nearby Month Futures Contract and "SB2 Comdty" for a Second Nearby Month Futures Contract of the Bloomberg terminal).

SI for a date means the Silver fixing price per troy ounce of Silver for delivery in London through a member of the LBMA authorised to effect such delivery, stated in U.S. cents, as determined and made public by the London Silver Market for that date (available on the page "SLVRLN Index" of the Bloomberg terminal).

SM for a date means the settlement price per metric ton of Soybean Meal on the CBOT of the First Nearby Month Futures Contract subject to Roll Adjustment 2 (unless otherwise provided for in the applicable Final Terms), stated in USD, as determined and made public by the CBOT for that date

(available on page "SM1 Comdty" for a First Nearby Month Futures Contract and "SM2 Comdty" for a Second Nearby Month Futures Contract of the Bloomberg terminal).

SO for a date means the settlement price per bushel of Soybean on the CBOT of First Nearby Month Futures Contract subject to Roll Adjustment 2 (unless otherwise provided for in the applicable Final Terms), stated in U.S cents, as determined and made public by the CBOT for that date (available on page "S 1 Comdty" for a First Nearby Month Futures Contract and "S 2 Comdty" for a Second Nearby Month Futures Contract of the Bloomberg terminal).

WH for a date means the settlement price per bushel of deliverable grade wheat on the CBOT of the First Nearby Month Futures Contract subject to Roll Adjustment 2 (unless otherwise provided for in the applicable Final Terms), stated in U.S. cents, as determined and made public by the CBOT for that date (available on page "W 1 Comdty" for a First Nearby Month Futures Contract and "W 2 Comdty" for a Second Nearby Month Futures Contract of the Bloomberg terminal).

XA for a date means the settlement price per metric ton of the Rotterdam monthly coal on the ICE of the Second Nearby Month Futures Contract (unless otherwise provided for in the applicable Final Terms) stated in USD, as determined and made public by the ICE for that date (available on page “XA2 Comdty” of the Bloomberg terminal).

ZN for a date means the settlement price per tonne of Special High Grade Zinc at the end of the second morning ring on the LME for cash delivery (unless otherwise provided for in the applicable Final Terms), stated in USD, as determined and made public by the LME for that date (available on page “LOZSDY Comdty” of the Bloomberg terminal).

1.2. Price Sources

Price Source means, with respect to a Commodity Reference Price, the Exchange, Index Sponsor or other entity, as specified in the definition of that Commodity Reference Price as the entity which determines and makes public the relevant price.

APX means the Amsterdam Power Exchange N.V. or its successor.

CBOT means the Chicago Board of Trade or its successor.

CME means the Chicago Mercantile Exchange or its successor.

COMEX means the Commodity Exchange Inc., New York or its successor.

EEX means European Energy Exchange or its successor.

ICE or Futures ICE means the Intercontinental Exchange, Inc. or its successor.

KBOT means the Kansas City Board of Trade or its successor.

LBMA means the London Bullion Market Association or its successor.

LME means the London Metal Exchange Limited or its successor.

London Gold Market means the market in London on which members of the LBMA, amongst other things, quote prices for the buying and selling of Gold.

London Silver Market means the market in London on which members of the LBMA, amongst other things, quote prices for the buying and selling of Silver.

LPPM means the London Platinum and Palladium Market or its successor.

NORDPOOL means the Nord Pool ASA (The Nordic Power Exchange) or its successor.

NYMEX means the New York Mercantile Exchange or its successor.

OMLX means the OM London Exchange Ltd. or its successor.

SIMEX means the Singapore International Monetary Exchange, Inc. or its successor.

1.3. Other definitions

Barrier Date means a date with respect to which the Calculation Agent determines whether a Barrier Level is reached or any other condition has occurred, and which includes each date specified as such in the applicable Final Terms. If a date is specified in the applicable Final Terms as both a Barrier Date and a Valuation Date, it will be considered as a Valuation Date. With respect to a Commodity, Barrier Date is subject to Commodity Business Day Adjustment. With respect to a Commodity Index, Barrier Date is subject to Index Business Day Adjustment. Unless otherwise specified in the applicable Final Terms, Common Commodity Business Day or Common Index Business Day, as relevant, is applicable to Barrier Dates.

Barrier Level means the level specified as such in the applicable Final Terms.

Basket means a basket of Commodities specified in the applicable Final Terms.

Business Day means a "Business Day" as defined in English law Condition 3 or in French law Condition 3, as relevant, determined on the basis of the Specified Currency of the relevant Notes.

Closing Price for a date means, with respect to a Commodity Index, the closing level of the Commodity Index determined and made public by the Index Sponsor for that date.

Commodity means any of the commodities referenced in the relevant Commodity Reference Price, commodities comprised in a Commodity Index or any Underlying Index, if applicable or any commodity otherwise specified in the applicable Final Terms.

Commodity Business Day means (a) when the Commodity Reference Price is a price determined and made public by an Exchange, a day that is (or, but for the occurrence of a Market Disruption Event, would have been) a scheduled trading day on that Exchange and, (b) when the Commodity Reference Price is not a price determined and made public by an Exchange, a day with respect to which the relevant Price Source is scheduled to make public a price.

Intraday Price means, with respect to a Commodity and a day, any price at which such Commodity has been traded on the relevant Exchange at any time during that day, as determined by the Calculation Agent, such price to include the Commodity Reference Price.
Intraday Price means, for the following commodities:

Gold Intraday Price means the Gold Intraday Price per troy ounce of Gold for delivery in London through a member of the LBMA authorized to effect such delivery, stated in USD, for that date available on page "XAU=EBS" (or any succeeding page) of the Reuters Monitor Money Rates Service or on page “XAU EBSF Curncy” of the Bloomberg terminal.

Palladium Intraday Price means the Palladium Intraday Price per troy ounce gross of Palladium for delivery in Zurich through a member of the LPPM authorized to effect such delivery, stated in USD, for that date available on page "XPD=EBS" (or any succeeding page) of the Reuters Monitor Money Rates Service or on page “XPD EBSF Curncy” of the Bloomberg terminal.

Platinum Intraday Price means the Platinum Intraday Price per troy ounce gross of Platinum for delivery in Zurich through a member of the LPPM authorized to effect such delivery, stated in USD, for that date available on page "XPT=EBS" (or any succeeding page) of the Reuters Monitor Money Rates Service or on page “XPT EBSF Curncy” of the Bloomberg terminal.

Silver Intraday Price: means the Silver Intraday Price per troy ounce of Silver for delivery in London through a member of the LBMA authorized to effect such delivery, stated in USD, for that date available on page "XAG=EBS" of the Reuters Monitor Money Rates Service (or any succeeding page) or on page “XAG EBSF Curncy” of the Bloomberg terminal.

Common Commodity Business Day means, with respect to a Barrier Date, a day which is a Commodity Business Day with respect to all Commodity Reference Prices specified in the applicable Final Terms.

Common Index Business Day means, with respect to a Barrier Date, a day which is an Index Business Day with respect to all Commodity Indices specified in the applicable Final Terms.

Exchange means the exchange or principal trading market specified in the applicable Final Terms, provided that with respect to a Commodity Index, Exchange means the exchange or quotation system on which the commodities comprised in the Commodity Index are traded, or any successor exchange or quotation system or any substitute exchange or quotation system acceptable to the Calculation Agent, in particular by reason of comparable liquidity relative to the relevant Commodities.

Final Valuation Date means the date specified as such in the applicable Final Terms.

Futures Contract means, with respect to a Commodity Reference Price and a Valuation Date or a Barrier Date, a standardized contract, traded on the Exchange referenced in that Commodity Reference Price, for future delivery of a contract size of the Commodity referenced in that Commodity Reference Price, as specified in the applicable Final Terms, provided that, (a) if a particular date or month is specified in the applicable Final Terms, the relevant Futures Contract will be the Futures Contract providing for delivery on that date or month, (b) if First Nearby Month, Second Nearby Month etc. is specified in the Final Terms, the relevant Futures Contract will be respectively the first Futures Contract, the second Futures Contract etc. to expire on the relevant Valuation Date or Barrier Date.

Index means the index on commodities specified in the applicable Final Terms.

Index Business Day means, with respect to a Commodity Index, any day (a) on which the Index Sponsor and the Underlying Index Sponsor are scheduled to determine and make public the Closing Price of the Commodity Index and Underlying Index, as applicable, on the relevant Index Sponsor's and Underlying Index Sponsor's website and (b) which is a trading day on the relevant Exchange for all Relevant Futures Contracts.

Index Disruption Event means, with respect to a Commodity Index, any of the following events:

A. the failure by the Index Sponsor to make public the Closing Price on the relevant Index Sponsor's website or, with respect to a Barrier Date, the failure of the Index Sponsor to make public the Closing Price by 8:30 am New York time on the next following London and/or New York Business Day, as applicable.

B. the failure by the Underlying Index Sponsor to make public the Closing Price of the Underlying Index on the relevant Underlying Index Sponsor's website.

C. the failure by the relevant Exchange to determine or make public the settlement price for a Relevant Futures Contract, provided however that this Index Disruption Event shall not apply to a Barrier Date.

D. the material suspension of trading (**Trading Suspension**) or the material limitation imposed on trading (**Trading Limitation**) (whether by reason of movements in price reaching limits established by the relevant Exchange within which the price of the relevant Futures Contract may fluctuate (**Limit Price**) or otherwise) in the Relevant Futures Contract on the relevant Exchange; provided however that, with respect to Barrier Dates only, the settlement price reaching the upper or lower limit of the Limit Price for a Relevant Futures Contract will not be considered as an Index Disruption Event.

Index Sponsor means the corporation or other entity as specified in the applicable Final Terms which (a) is responsible for establishing and reviewing the rules, procedures and the methods of calculation and adjustments, if any, related to the relevant Commodity Index and (b) makes public (directly or through an agent) the level of the relevant Index on a regular basis.

Initial Valuation Date means the date specified as such in the applicable Final Terms.

Market Disruption Event means, with respect to a Commodity, any event that, in the reasonable opinion of the Calculation Agent, disrupts or impairs the determination of the price of such Commodity for a Valuation Date or a Barrier Date, as relevant, and includes, without limitation:

A. the failure by the relevant Price Source to make public the relevant price for a Valuation Date or, with respect to a Barrier Date, the failure of such relevant Price Source to make public the relevant price by 8:30 am New York time on the next following London and/or New York Business Day, as applicable, or the temporary or permanent discontinuance or unavailability of the Price Source.

B. the Trading Suspension or the Trading Limitation (whether by reason of movements in price reaching the limits of the Limit Price or otherwise) in the relevant Commodity on the relevant Exchange; provided however that, with respect to Barrier Dates only, the settlement price reaching the upper or lower limit of the Limit Price will not be considered as a Market Disruption Event.

The occurrence of a Market Disruption Event is determined by the Calculation Agent in good faith.

MMBTU means one million British thermal units.

Observation Barrier Period means, unless otherwise specified in the applicable Final Terms, the period from and including the first Valuation Date to and including the last Valuation Date.

Observation Business Day means a day (other than a Saturday or a Sunday) on which commercial banks are open for business either in London or in New York.

Relevant Futures Contract means each futures contract comprised in the Commodity Index or in the Underlying Index.

Roll Adjustment means any of the following roll rules:

Roll Adjustment 1: For a Valuation Date falling on a day which is the last trade date of the First Nearby Month Futures Contract, the relevant Futures Contract will be the Second Nearby Month Futures Contract.

Roll Adjustment 2: For a Valuation Date falling after a day which is the standard (last) expiration date of the First Nearby Month Futures option contract, traded on the Exchange referred to in the relevant Commodity Reference Price, the relevant Futures Contract will be the Second Nearby Month Futures Contract.

Roll Adjustment 3: For a Valuation Date falling on or after the first notice date of the First Nearby Month Futures Contract traded on the Exchange referred to in the relevant Commodity Reference Price, the relevant Futures Contract will be the Second Nearby Month Futures Contract.

Strike Price means the price specified as such in the applicable Final Terms.

Underlying Index means each index comprised in a Commodity Index.

Underlying Index Sponsor means the corporation or other entity as specified in the applicable Final Terms which (a) is responsible for establishing and reviewing the rules, procedures and the methods of calculation and adjustments, if any, related to the relevant Underlying Index and (b) makes public (directly or through an agent) the level of the relevant Underlying Index on a regular basis.

Valuation Date means a date with respect to which a Commodity Reference Price is determined and includes the Initial Valuation Date and the Final Valuation Date, as the case may be, and/or each date specified as such in the applicable Final Terms. With respect to a Commodity, Valuation Date is subject to Commodity Business Day Adjustment. With respect to an Index, Valuation Date is subject to Index Business Day Adjustment. Unless otherwise specified in the applicable Final Terms, neither Common Commodity Business Day nor Common Index Business Day, as relevant, is applicable to Valuation Dates.

2. PROVISIONS APPLICABLE TO COMMODITIES OTHER THAN INDICES

2.1 Commodity Business Day Adjustment

A. If a Valuation Date is not a Commodity Business Day with respect to a Commodity Reference Price, then the Valuation Date for such Commodity Reference Price shall be postponed to the next day which is a Commodity Business Day with respect to such Commodity Reference Price, subject to valuation deadline provisions in C below.

B. If a Barrier Date is not a Common Commodity Business Day, then such Barrier Date shall be postponed to the next day which is a Common Commodity Business Day, subject to determination deadline provisions in C below.

C. Notwithstanding the foregoing, a Valuation Date or a Barrier Date shall occur not later than the fourth Business Day prior to the date of any payment to be made on the basis of determinations made for such Valuation Date or Barrier Date, as the case may be. Such fourth Business Day shall be deemed to be the Valuation Date or Barrier Date, as relevant, and the Calculation Agent shall determine in good faith the fair market value of the Commodity or Commodities for which that fourth Business Day is not a Commodity Business Day.

2.2 Consequences of Market Disruption Events

A. If a Market Disruption Event occurs or is continuing with respect to a Commodity Reference Price on a Valuation Date, then the price of such Commodity with respect to such Valuation Date will be:

(a) the Commodity Reference Price for such Valuation Date published by the relevant Exchange on the next Commodity Business Day on which there is no Market Disruption Event (the **Determination Day**), provided that such Determination Day shall fall within a period of five Observation Business Days from and including such Valuation Date;

(b) if the Commodity Reference Price is not determined as per paragraph (a) or is a Limit Price, the Commodity Reference Price published by the relevant Exchange for the

next Commodity Business Day on which there is no Trading Limitation or Trading Suspension, provided that such Determination Day shall fall within a period of five Observation Business Days from and including the relevant Valuation Date.

The determination of the Commodity Reference Price in (a) and (b) above is subject to determination deadline provisions in B below.

(c) If there is no Determination Day within a period of five Observation Business Days following the Valuation Date, then the prices for such Valuation Date shall be determined, in good faith, by the Calculation Agent on such fifth Observation Business Day, using:

(i) with respect to the Commodity or Commodities which are not affected by a Market Disruption Event on the fifth Observation Business Day, the relevant Commodity Reference Price for that fifth Observation Business Day and

(ii) with respect to the Commodity or Commodities which are affected by a Market Disruption Event on the fifth Observation Business Day, the fair market value of such Commodity or Commodities.

D. Notwithstanding the foregoing, the prices for a Valuation Date shall be determined by the Calculation Agent at the latest on the fourth Business Day prior to the date of any payment to be made on the basis of determinations made for such Valuation Date. This Condition 2.2 shall not apply to a Barrier Date.

2.3 Consequences of Extraordinary Events affecting the Commodities or Commodity Reference Prices

If, in the determination of the Calculation Agent:

A. the relevant Commodity Reference Price disappears or permanently discontinues or otherwise becomes unavailable; or

B. at any time following the first Valuation Date, a material change in the formula or the calculation method for the relevant Commodity Reference Price occurs; or

C. at any time following the first Valuation Date, a material change in the content, the composition or the constitution of the relevant Commodity occurs,

then the Calculation Agent will be entitled to either:

Y. determine in good faith the fair market value of the relevant Commodity for the relevant Valuation Date or Barrier Date; or

Z. replace, to the extent possible, the affected Commodity Reference Price with a similar price.

If the Calculation Agent does not make a determination in accordance with Y above and if in the determination of the Calculation Agent, no price meets the criteria to be an appropriate replacement price in accordance with Z above, then the Issuer shall terminate its obligations under the Notes and pay to each Noteholder, as soon as possible after the occurrence of the event giving rise to the relevant adjustment, an Early Redemption Amount on the basis of Market Value as defined in English law Condition 5.8 and French law Condition 5.8.

2.4 Consequences of adjustment events affecting the Commodity Reference Price

If a Commodity Reference Price made public on the relevant Price Source's page and utilised in any calculation or determination made under the Notes is subsequently corrected and the correction is made available to the public on the relevant Price Source's page after the original publication but no later than four Commodity Business Days or Index Business Days, as applicable, prior to the Maturity Date or any payment date(s) (as set out in the applicable Final Terms), the Calculation Agent will determine in its sole discretion whether adjustments to the terms of the Notes are necessary to account for such correction. Any adjustment resulting from such correction shall be made in the Calculation Agent's sole discretion.

3. PROVISIONS APPLICABLE TO INDICES ON COMMODITIES

3.1 Index Business Day Adjustment

A. If a Valuation Date is not an Index Business Day with respect to a Commodity Index, then the Valuation Date for such Commodity Index shall be postponed to the next day which is an Index Business Day with respect to such Commodity Index, subject to valuation deadline provisions in C below.

B. If a Barrier Date is not a Common Index Business Day, then such Barrier Date shall be postponed to the next day which is a Common Index Business Day, subject to determination deadline provisions in C below.

C. the foregoing, a Valuation Date or a Barrier Date shall occur not later than the fourth Business Day prior to the date of any payment to be made on the basis of determinations made for such Valuation Date or Barrier Date; as the case may be. Such fourth Business Day shall be deemed to be the Valuation Date or Barrier Date, as relevant, and the Calculation Agent shall determine in good faith the fair market level of the Commodity Index or Commodity Indices for which that fourth Business Day is not an Index Business Day.

3.2 Consequences of Index Disruption Events

A. If a Valuation Date specified in the Final Terms is subject to an Index Disruption Event for a Commodity Index and any Underlying Index, as applicable, the level of such Commodity Index or Underlying Index shall be determined by the Calculation Agent in good faith in accordance with the formula and calculation method for that Commodity Index and Underlying Index, as applicable, last in effect prior to the occurrence of the first Index Disruption Event (subject to determination deadline provisions in B below), using:

(a) with respect to each commodity comprised in the Commodity Index or any Underlying Index for which no Relevant Futures Contract is affected by an Index Disruption Event, its settlement price as determined and made public by the relevant Exchange for the Valuation Date; and

(b) with respect to each commodity comprised in the Commodity Index or any Underlying Index for which one or more Relevant Futures Contract is affected by an Index Disruption Event:

(i) the settlement price of Relevant Futures Contracts related to such commodity as determined and made public by the relevant Exchange on the Valuation Date or retrospectively within five Observation Business Days from and including the relevant Valuation Date;

(ii) if the settlement price is not determined as per (i) above or is a Limit Price, the settlement price of all Relevant Futures Contracts related to such commodity published by the relevant Exchange for the next Commodity

Business Day with respect to all Relevant Futures Contracts and on which the Index Disruption Event ceases to exist; or

(iii) if the settlement price of one or more Relevant Futures Contracts is not determined as per (i) or (ii) above, the fair market value of all Relevant Futures Contracts on that fifth Observation Business Day.

B. Notwithstanding the foregoing, the date on which the value of a Commodity comprised in the Commodity Index and the level of Commodity Index are determined shall occur not later than the fourth Business Day prior to the date of any payment to be made under the Notes on the basis of determinations made on such date.

3.3 Consequences of Extraordinary Events and adjustments to Indices

A. If a Commodity Index is:

(a) not calculated and made public by the relevant Index Sponsor but is calculated and made public by a relevant successor sponsor (the **Successor Sponsor**) acceptable to the Calculation Agent, or

(b) replaced by a successor index using, in the determination of the Calculation Agent, the same or a substantially similar formula for, and method of, calculation as used in the calculation of that Commodity Index;

then the Commodity Index will be deemed to be the index so calculated and made public by the relevant Successor Sponsor or that successor index (as the case may be).

B. If, in the determination of the Calculation Agent:

(a) the relevant Index Sponsor (or if applicable the Successor Sponsor) makes a material change in the formula of a Commodity Index or in any other way materially modifies a Commodity Index (other than a modification prescribed in that formula or method to maintain that Commodity Index in the event of changes in commodities comprised in the Commodity Index and capitalisation and other routine events), or

(b) the Index Sponsor (or, if applicable, the Successor Sponsor) permanently cancels a Commodity Index and no successor commodity index exists;

then the Calculation Agent will be entitled to either:

Y. determine the level of that Commodity Index for the relevant Valuation Date or Barrier Date in accordance with the formula and calculation method for that Commodity Index last in effect prior to that change, failure or cancellation. The Commodity Index so calculated will be used in lieu of the Closing Price made public by the Index Sponsor for the determination of an amount to be paid under the Notes or to determine whether a condition, if any, has occurred or not, or

Z. replace the Commodity Index with a new index to the extent possible, representative of the similar type of commodities comprised in the Index and traded on one or more Exchanges.

If the Calculation Agent does not make a calculation in accordance with (Y) above and if, in the determination of the Calculation Agent, no index meets the criteria to be an appropriate replacement index in accordance with (Z) above, then the Issuer shall terminate its obligations under the Notes and pay to each Noteholder, as soon as possible after the occurrence of the

event giving rise to the relevant adjustment, an Early Redemption Amount on the basis of Market Value as defined in English law Condition 5.8 and French law Condition 5.8.

4. HEDGING DISRUPTION, CHANGE IN LAW AND CONSEQUENCES

Change in Law means, with respect to Notes that have one or more Commodity(ies) as Underlying(s) that, on or after the first to occur of (a) the Issue Date and (b) the first Valuation Date of the Notes, due to:

A. the adoption of, or any change in, any applicable law (including without limitation, any Commodity Futures Trading Commission or tax law) or any regulation, rule or procedure of any exchange or principal trading market on which a Commodity or any component thereof is traded (together the **Applicable Regulation**); or

B. the promulgation of, or any change in the published interpretation by any court, tribunal or regulatory authority with competent jurisdiction or supervisory duty, of any Applicable Regulation (including any action taken by a taxing authority),

the Calculation Agent determines in good faith that:

Y. it has become illegal or contrary to any Applicable Regulation for Société Générale or one of its affiliates to (a) hold, acquire or dispose of any Hedge Position (as defined below) or (b) maintain the agreement entered into with the Issuer in relation to the Notes or the Underlying(s) of the Notes or to perform its obligations or exercise its rights thereunder; or

Z. Société Générale or one of its affiliates incurs or there is a substantial likelihood that Société Générale or one of its affiliates will incur increased costs, fees or charges in (a) acquiring, establishing, re-establishing, substituting, maintaining, unwinding or disposing of any Hedge Position or (b) maintaining any agreement entered into with the Issuer in relation to the Notes or the Underlying(s) of the Notes or performing its obligations thereunder.

Hedging Disruption means, with respect to Notes that have one or more Commodity(ies) or one or more Indice(s) as Underlying(s), that, as determined in good faith by the Calculation Agent, Société Générale or one of its affiliates is unable, after using commercially reasonable efforts, to either:

A. acquire, establish, re-establish, substitute, maintain, unwind or dispose of any Hedge Position; or

B. freely realize, recover, receive, repatriate, remit or transfer the proceeds of any Hedge Position or any agreement entered into with the Issuer in relation to the Notes or the Underlying(s) of the Notes.

For the purpose hereof, **Hedge Position** means one or more positions in or contracts related to commodities, over-the-counter or exchange-traded commodity derivative transactions, foreign exchange transactions or other instruments or arrangements (howsoever described) necessary to hedge, individually or on a portfolio basis or otherwise, the risks of Société Générale or one of its affiliates of (a) issuing and performing any of the obligations with respect to the Notes or (b) entering into and performing the obligations under the agreement entered into with the Issuer in relation to the Notes or the Underlying(s) of the Notes.

Upon the occurrence, as determined by the Calculation Agent in good faith, of a Hedging Disruption or a Change in Law (the relevant Commodity(ies) as Underlying being the Affected Underlying), the Calculation Agent may:

X. consider such event as an event triggering an early redemption of the Notes (hereafter, an **Early Redemption Event**). In that case, where an Early Redemption Event occurs, the Issuer

shall terminate its obligations under the Notes and shall pay or cause to be paid an Early Redemption Amount based on the Market Value as defined in English law Condition 5.8 and French law Condition 5.8; or

Y. replace the Affected Underlying by a new underlying which is representative of the same economic or geographic sector.

ADDITIONAL TERMS AND CONDITIONS FOR FUND LINKED NOTES

1. GENERAL DEFINITIONS

Adjusted Calculation Amount means (a) in respect of the first Compounding Period of a Calculation Period, the Calculation Amount for that Calculation Period and (b) in respect of any succeeding Compounding Period in that Calculation Period, an amount equal to the sum of the Calculation Amount for that Calculation Period and the Compounding Period Amounts for each of the previous Compounding Periods in that Calculation Period;

Adjusted Intermediate Payment Date means the date which is the earliest of (a) the 20th Business Day following the occurrence of the Intermediate Full Liquidation Date and (b) the Maturity Date.

Adjusted Maturity Date means the date which is the earliest of (a) the 20th Business Day following the occurrence of the Full Liquidation Date and (b) the Postponed Scheduled Maturity Date.

Adjusted Optional Redemption Date means the date which the earlier of (a) the 20th Business Day following the occurrence of the Optional Full Liquidation Date and (b) the Maturity Date.

Applicable Method means in respect of a Valuation Date, either Calculation Method, Execution Method/Subscription, Execution Method/Redemption, Order Method/Subscription or Order Method/Redemption. If in respect of the first Valuation Date to occur on or immediately following the Issue Date of the Notes (the **First Valuation Date**), no Applicable Method is specified in the applicable Final Terms, Order Method/Subscription shall be deemed to be the Applicable Method. If in respect of any Valuation Date which is not the First Valuation Date, no Applicable Method is specified in the applicable Final Terms, Order Method/Redemption shall be deemed to be the Applicable Method.

Associated Costs means an amount determined by the Calculation Agent in its reasonable discretion equal to the sum of (without duplication) all costs (including, without limitation, cost of funding), losses, expenses, tax and duties incurred by a Hypothetical Investor in connection with the termination, liquidation or re-establishment of the Hypothetical Hedge Positions, such amount to be apportioned pro rata amongst the Specified Denomination of each outstanding Note.

Basket means a basket composed of Funds (each an Underlying) in the relative proportions or numbers of Funds specified in the applicable Final Terms.

Business Day means a "Business Day" as defined in English law Condition 3 and French law Condition 3, determined on the basis of the Specified Currency of the relevant Notes.

Calculation Agent has the meaning given to that expression in English law Condition 10 and French law Condition 10.

Closing Price means in respect of any Fund (and in each case as determined by the Calculation Agent):

A. Where **Calculation Method** is specified in the applicable Final Terms, in respect of a Valuation Date, the official net asset value per Unit determined by the Fund (or the Fund Service Provider that generally determines such value) dated as of such Valuation Date; or

B. Where **Execution Method/Subscription** is specified in the applicable Final Terms, in respect of a Valuation Date, the aggregate amount per Unit including all costs or fees (if any) that would be paid (either on a single date or over a period of time) by a Hypothetical Investor in Fund Units pursuant to a Valid Order for the subscription of Unit(s) scheduled to be executed on the official net asset value per Unit determined by the Fund (or the Fund Service Provider that generally determines such value) dated as of such Valuation Date; or

C. Where **Execution Method/Redemption** is specified in the applicable Final Terms, in respect of a Valuation Date, the aggregate amount per Unit net of all costs or fees (if any) that would be received in cash (either on a single date or over a period of time) by a Hypothetical Investor in Fund Units pursuant to a Valid Order for the redemption of Unit(s), scheduled to be executed on the official net asset value per Unit determined by the Fund (or the Fund Service Provider that generally determines such value) dated as of such Valuation Date; or

D. Where **Order Method/Subscription** is specified in the applicable Final Terms, in respect of a Valuation Date, the aggregate amount per Unit including all costs or fees (if any) that would be paid (either on a single date or over a period of time) by a Hypothetical Investor in Fund Units pursuant to a Valid Order for the subscription of Unit(s) submitted to and accepted by the Fund on such Valuation Date; or

E. Where **Order Method/Redemption** is specified a Valuation Date in the applicable Final Terms, in respect of a Valuation Date, the aggregate amount per Unit net of all costs or fees (if any), that would be received in cash (either on a single date or over a period of time) by a Hypothetical Investor in Fund Units pursuant to a Valid Order for the redemption of Unit(s) submitted to and accepted by the Fund on such Valuation Date.

Compounding Date means, in respect of a Calculation Period, each Business Day of such Calculation Period;

Compounding Method means, when interest is specified herein as accruing pursuant to the Compounding Method, that the amount of interest shall be equal to the sum of the Compounding Period Amounts for each Compounding Period in the related Calculation Period,

Compounding Period means, in respect of a Calculation Period, each period from and including a Compounding Date to but excluding the immediately following Compounding Date during that Calculation Period;

Compounding Period Amount means, in respect of a Compounding Period, the product of (a) the Adjusted Calculation Amount, (b) the Compounding Rate and (c) the Day Count Fraction;

Compounding Rate means, in respect of a Compounding Period Amount, the interbank overnight rate in the Specified Currency as determined by the Calculation Agent on the first day of the relevant Compounding Period; the specific Compounding Rate used in respect of a Specified Currency shall be available at the office of the Calculation Agent from the first day of a Calculation Period; and

Day Count Fraction means, for the purposes of Compounding Method above, the exact number of days in a Compounding Period (the first included and the last excluded), divided by 360.

Full Liquidation Date means, in respect of the Maturity Date, the date on which the liquidation proceeds of the Hypothetical Hedge Positions (including *inter alia* by satisfying any obligations or liabilities in place with respect to or part of such Hypothetical Hedge Positions, if any, with the liquidation proceeds of the assets of such Hypothetical Hedge Positions) are deemed, as determined by the Calculation Agent, to be fully received by the Hypothetical Investor.

Fund means, the fund or the pooled investment vehicle as specified in the applicable Final Terms.

Fund Business Day means, in respect of the Fund (or, in the case of a Basket of Funds, in respect of each Fund observed separately), any date on which a Valid Order can be submitted by a Hypothetical Investor pursuant to the Fund Documents prevailing on the Issue Date of the Notes.

Fund Valuation Day means, in respect of the Fund (or, in the case of a Basket of Funds, in respect of each Fund observed separately), any date as defined in the Fund Documents prevailing on the Issue

Date of the Notes in respect of which the official net asset value of such Fund is dated as of such date in accordance with its Fund Documents.

Fund Documents means, in respect of any Fund, the constitutive and governing documents, subscription agreements and other agreements of the Fund specifying the terms and conditions relating to such Fund.

Fund Service Provider means, in respect of any Fund, any person who is appointed to provide services, directly or indirectly, for that Fund, whether or not specified in the Fund Documents, including any fund investment adviser, fund administrator, manager, any person appointed in the role of discretionary investment manager or non-discretionary investment adviser (including a non-discretionary investment adviser to a discretionary manager or another non-discretionary investment adviser) for such Fund (the **Fund Adviser**), trustee or similar person with the primary administrative responsibilities for such Fund, operator, management company, depository, custodian, sub-custodian, prime broker, registrar and transfer agent or domiciliary agent.

Fund Unit or **Unit** means, in respect of any Fund, a share of such Fund or, if interests in such Fund are not denominated as shares, a unit of account of ownership in such Fund.

Hypothetical Hedge Positions means any purchase, sale, entry into or maintenance, by a Hypothetical Investor, of one or more (a) positions or contracts in Fund Units, options, futures, derivatives, interest rate transactions or foreign exchange transactions, (b) securities lending/borrowing transactions, (c) cash deposits or cash borrowings and/or (d) other instruments, arrangements, assets or liabilities howsoever described, in order to hedge individually or on a portfolio basis, the part of the Issuer's obligations under the Notes linked to or indexed to the relevant Fund Unit due on the Maturity Date apportioned pro rata to each outstanding Note provided that, if the Intermediate Full Liquidation Date and/or the Optional Full Liquidation Date has not occurred on or before the fourth Business Day preceding the Maturity Date, then Hypothetical Hedge Positions will include the Intermediate Hypothetical Hedge Positions and/or the Optional Hypothetical Hedge Positions,
provided further that
(i) in respect of Uncertificated Nordic Notes issued by an Issuer other than SG Issuer, cleared and settled through the Swedish Central Securities Depositary (Euroclear Sweden AB), the Finnish Central Securities Depositary (Euroclear Finland Ltd) or the Danish Central Securities Depositary, *Vaerdipapircentralen* (**VP**), all references to the word "fourth" above shall be deemed to be references to the word "twelfth",
(ii) in respect of Uncertificated Nordic Notes issued by an Issuer other than SG Issuer, cleared and settled through the Norwegian Central Security Depositary (**Verdipapirsentralen**), all references to the word "fourth" above shall be deemed to be references to the word "tenth", and
(iii) in respect of Uncertificated Nordic Notes issued by SG Issuer, cleared and settled through the Swedish Central Securities Depositary (Euroclear Sweden AB), all references to the word "fourth" above shall be deemed to be references to the word "nineteenth".

Hypothetical Investor means, with respect to the Hypothetical Hedge Positions, a hypothetical investor in such Hypothetical Hedge Positions (including the Fund Units), located in France (which for the avoidance of doubt may be Société Générale or one of its affiliates), and deemed, in respect of the Hypothetical Hedge Positions constituted by the Fund Units, to have (a) the benefits and obligations, as provided under the Fund Documents, of an investor holding Fund Units; (b) in the case of any deemed redemption of such Fund, to have submitted a Valid Order requesting redemption of Fund Units; and (c) in the case of any deemed investment in such Fund, to have submitted a Valid Order requesting subscription of Fund Units.

Intermediate Amount means either an Interest Amount or an Instalment Amount.

Intermediate Full Liquidation Date means, in respect of any Intermediate Payment Date, the date on which the liquidation proceeds of the Intermediate Hypothetical Hedge Positions (including *inter alia* by satisfying any obligations or liabilities in place with respect to or part of such Intermediate Hypothetical

Hedge Positions, if any, with the liquidation proceeds of the assets of such Intermediate Hypothetical Hedge Positions) are deemed, as determined by the Calculation Agent, to be fully received by the Hypothetical Investor.

Intermediate Hypothetical Hedge Positions means any purchase, sale, entry into or maintenance, by a Hypothetical Investor, of one or more (a) positions or contracts in Fund Units, options, futures, derivatives, interest rate transactions or foreign exchange transactions, (b) securities lending/borrowing transactions, (c) cash deposits or cash borrowings and/or (d) other instruments, arrangements, assets or liabilities howsoever described, in order to hedge individually or on a portfolio basis, the part of the Issuer's obligations under the Notes linked to or indexed to the relevant Fund Unit due on an Intermediate Payment Date, apportioned pro rata to each outstanding Note.

Intermediate Payment Date means either an Interest Payment Date or an Instalment Date specified as such in the Final Terms of the relevant Notes.

Maturity Date means the date specified as such in the Final Terms of the relevant Notes.

Maturity Disruption Event means that an Intermediate Full Liquidation Date and/or an Optional Full Liquidation Date and/or the Full Liquidation Date has not occurred on or before the fourth Business Day preceding the Maturity Date,
provided however that
(A) in respect of Uncertificated Nordic Notes issued, cleared and settled through the Swedish Central Securities Depositary (Euroclear Sweden AB), the Finnish Central Securities Depositary (Euroclear Finland Ltd) or the Danish Central Securities Depositary, *Vaerdipapircentralen* (**VP**), all references to the word "fourth" above shall be deemed to be references to the word "twelfth",
(B) in respect of Uncertificated Nordic Notes issued, cleared and settled through the Norwegian Central Security Depositary (**Verdipapirsentralen**), all references to the word "fourth" above shall be deemed to be references to the word "tenth", and
(C) in respect of Uncertificated Nordic Notes issued by SG Issuer, cleared and settled through the Swedish Central Securities Depositary (Euroclear Sweden AB), all references to the word "fourth" above shall be deemed to be references to the word "nineteenth".

Optional Redemption Amount means the amount specified as such in the Final Terms of the relevant Notes.

Optional Redemption Date means the date specified as such in the Final Terms of the relevant Notes.

Optional Full Liquidation Date means, in respect of an Optional Redemption Date, the date on which the liquidation proceeds of the Optional Hypothetical Hedge Positions (including inter alia by satisfying any obligations or liabilities in place with respect to or part of such Optional Hypothetical Hedge Positions, if any, with the liquidation proceeds of the assets of such Optional Hypothetical Hedge Positions) are deemed, as determined by the Calculation Agent, to be fully received by the Hypothetical Investor.

Optional Hypothetical Hedge Positions means any purchase, sale, entry into or maintenance, by a Hypothetical Investor, of one or more (a) positions or contracts in Fund Units, options, futures, derivatives, interest rate transactions or foreign exchange transactions, (b) securities lending/borrowing transactions, (c) cash deposits or cash borrowings and/or (d) other instruments, arrangements, assets or liabilities howsoever described, in order to hedge individually or on a portfolio basis, the part of the Issuer's obligations under the Notes linked to or indexed to the relevant Fund Unit due on an Optional Redemption Date, apportioned pro rata to each outstanding Note.

Optional Redemption Cut-Off Date means, with respect to an Optional Redemption Date, the Business Day preceding such Optional Redemption Date by a number of Business Days or calendar days equal to the number of Business Days or calendar days of the notice period (as specified in the applicable Final Terms).

Postponed Scheduled Maturity Date means, if a Maturity Disruption Event occurs, the date that falls on the second anniversary date of the Maturity Date or if such day is not a Business Day, the immediately following Business Day.

Relevant Spot Exchange Rate means in respect of a date and an amount to be converted in the Specified Currency, the rate of exchange of the currency in which such amount is denominated into the Specified Currency used to convert such amount on such date into the Specified Currency as determined by the Calculation Agent.

Valid Order means a valid and timely subscription or redemption order sent to the Fund or the Fund Service Provider that generally accepts such order, in accordance with the subscription or redemption notice period and the relevant cut off time as set forth in the Fund Documents.

Valuation Date means, in respect of the Fund (or, in the case of a Basket of Funds, in respect of each Fund observed separately), each date specified as such in the applicable Final Terms or if, for a Fund, such date is not a Fund Business Day or a Fund Valuation Day (as the case may be), the next following Fund Business Day or Fund Valuation Day for such Fund (the **Scheduled Valuation Date**), unless such day is a Disrupted Day in which case the Valuation Date shall be determined in accordance with the provisions of "*Disruption Events relating to any Fund and/or any Fund Unit*" in Condition 2 3 below. Any Initial Valuation Date, Final Valuation Date, annual Valuation Date, quarterly Valuation Date, monthly Valuation Date or weekly Valuation Date specified in the Final Terms shall be deemed to be a Valuation Date for the purposes of these Additional Terms and Conditions.

2. ADJUSTMENTS, EXTRAORDINARY EVENTS, DISRUPTION EVENTS AND MATURITY DISRUPTION EVENT SPECIFIC TO FUNDS

2.1 Adjustments

In the case of the occurrence at any time on or after the Issue Date of any event affecting a Fund or the value of the relevant Units including, without limitation:

A. a subdivision, consolidation or reclassification of the relevant number of Fund Units, or a free distribution or dividend of any such Fund Units to existing holders by way of bonus, capitalization or similar issue;

B. a distribution, issue or dividend to existing holders of the relevant Fund Units of (a) an additional quantity of such Fund Unit, or (b) other share capital or securities granting the right to payment of dividends and/or the proceeds of liquidation of the Fund equally or proportionately with such payments to holders of such Fund Units, or (c) share capital or other securities of another issuer acquired or owned (directly or indirectly) by the Fund as a result of a spin-off or other similar transaction, or (d) any other type of securities, rights or warrants or other assets, in any case for payment (cash or other consideration) at less than the prevailing market price as determined by the Calculation Agent;

C. an extraordinary dividend;

D. a repurchase by the Fund of relevant Fund Units whether the consideration for such repurchase is cash, securities or otherwise, other than in respect of a redemption of Fund Units initiated by an investor in such Fund Units that is consistent with the Fund Documents; or

E. any other event that may have a diluting or concentrative effect on the theoretical value of the relevant Fund Units or quantity of Fund Units;

the Calculation Agent may adjust any relevant terms of the Notes to preserve the economic equivalent of the obligations of the Issuer under the Notes.

2.2 Extraordinary Events relating to any Fund and/or any Fund Unit

2.2.1 Upon the occurrence or likely occurrence, as determined by the Calculation Agent, of any of the following events (each an **Extraordinary Event**) on or after the Issue Date:

A. **Change in Law** means that (a) due to the adoption of or any change in any applicable law or regulation (including, without limitation, any tax law), or (b) due to the promulgation of or any change in the interpretation by any court, tribunal or regulatory authority with competent jurisdiction of any applicable law or regulation (including any action taken by a taxing authority), the Calculation Agent determines in good faith that (x) it has become illegal for a Hypothetical Investor to hold, acquire or dispose of the Hypothetical Hedge Positions or Intermediate Hypothetical Hedge Positions or Optional Hypothetical Hedge Positions (including the relevant Fund Units) or it has become illegal to maintain the agreement entered into by Société Générale and/or one of its affiliates with the Fund or a Fund Service Provider mentioned in "Breach or Termination of Agreement" in (B) below, or (y) Société Générale and/or one of its affiliates will incur a materially increased cost in performing its obligations under such Notes or the agreement entered into by Société Générale or the Issuer of the Notes with the Fund or the Fund Service Provider mentioned in "Breach or Termination of Agreement" in (B) below (including, without limitation, due to any increase in tax liability, decrease in tax benefit or other adverse effect on its tax position);

B. **Breach or Termination of Agreement** means any failure by the Fund or a Fund Service Provider, as the case may be, to comply with or perform any agreement entered into by the Fund or a Fund Service Provider with Société Générale and/or one of its affiliates, defining the terms and conditions at which Société Générale and/or one of its affiliates may make subscriptions and/or redemptions in the Fund Units (as the case may be, different from the subscriptions and redemptions terms then prevailing pursuant to the Fund Documents), including as the case may be the rebates of management fees to be paid to Société Générale and/or one of its affiliates, the termination of such agreement by the Fund or a Fund Service Provider for reasons beyond the control of Société Générale or its affiliates or the failing or ceasing of such agreement to be in full force and effect or the Fund or the Fund Service Provider disaffirms, disclaims, repudiates or rejects in whole or in part or challenges the validity of such agreement;

C. **Closure of the Fund** means liquidation, winding up or dissolution of the Fund for any reason other than those mentioned in (F) or (K) below;

D. **Fund Adviser Event** means that the Calculation Agent determines that over a period of twelve months, the total value of the assets managed by the Fund Adviser (including the Fund) has decreased by 50 per cent.(either due to redemptions or decrease in value of such assets);

E. **Fund Hedging Disruption** means that a Hypothetical Investor is unable or it is impractical for a Hypothetical Investor, after using commercially reasonable efforts, to (a) acquire, establish, re-establish, substitute, maintain, unwind or dispose of any Hypothetical Hedge Positions or Intermediate Hypothetical Hedge Positions or Optional Hypothetical Hedge Positions or (b) realize, recover or remit the proceeds of any such Hypothetical Hedge Positions, without limitation, where such inability or impracticability has arisen by reason of (i) the transfer of all illiquid assets of the Fund being all or part of the Intermediate and/or Optional Hypothetical Hedge Positions to a dedicated fund, account or structure pending the liquidation of such assets for the benefit of existing holders of the Fund Units (side pocket), (ii) the restriction on the amount or number of redemptions or subscriptions that the Fund (or the Fund Service Provider generally in charge of accepting the redemption or subscriptions orders) will accept in relation to a single date on which the Fund normally accepts redemption orders (a gate), (iii) the suspension for any reason of the subscription or redemption orders by the Fund (or the Fund Service Provider generally in charge of accepting the subscription and redemption

orders), or (iv) the postponement of the payment of the balance of redemption proceeds to a date occurring after the financial statements of the Fund have been reviewed by the Fund's statutory auditors (holdback), or increase in charges or fees imposed by the relevant Fund or (v) any mandatory redemption, in whole or in part, of such Fund Unit imposed by the relevant Fund, in each case whether these events are imposed by the Fund without being envisaged in the Fund Documents on the Issue Date of the Notes or are already envisaged by the Fund Documents on the Issue Date of the Notes and are solely implemented by the Fund after such date;

F. **Fund Insolvency Event** means, in respect of any Fund Unit, that the related Fund (a) is dissolved or has a resolution passed for its dissolution, winding-up, official liquidation (other than pursuant to a consolidation, amalgamation or merger); (b) makes a general assignment or arrangement with or for the benefit of its creditors, (c) (i) institutes or has instituted against it, by a regulator, supervisor or any similar official with primary insolvency, rehabilitative or regulatory jurisdiction over it in the jurisdiction of its incorporation or organization or the jurisdiction of its head or home office, a proceeding seeking a judgment of insolvency or bankruptcy or any other relief under any bankruptcy or insolvency law or other similar law affecting creditors' rights, or a petition is presented for its winding-up or liquidation by it or such regulator, supervisor or similar official, or (ii) has instituted against it a proceeding seeking a judgment of insolvency or bankruptcy or any other relief under any bankruptcy or insolvency law or other similar law affecting creditors' rights, or a petition is presented for its winding-up or liquidation, and such proceeding or petition is instituted or presented by a person or entity not described in clause (i) above and either (x) results in a judgment of insolvency or bankruptcy or the entry of an order for relief or the making of an order for its winding-up or liquidation or (y) is not dismissed, discharged, stayed or restrained in each case within fifteen days of the institution or presentation thereof; (d) seeks or becomes subject to the appointment of an administrator, provisional liquidator, conservator, receiver, trustee, custodian or other similar official for it or for all or substantially all its assets; (e) has a secured party take possession of all or substantially all its assets or has a distress, execution, attachment, sequestration or other legal process levied, enforced or sued on or against all or substantially all of its assets and such secured party maintains possession, or any such process is not dismissed, discharged, stayed or restrained, in each case within fifteen days thereafter; or (f) causes or is subject to any event with respect to it which, under the applicable laws of any jurisdiction, has an analogous effect to any of the events specified in clauses (a) through (e) above;

G. **Fund Modification** means any change or modification of the related Fund Documents prevailing on the Issue Date of the Notes, that could reasonably be expected to affect the value of such Fund Unit or the rights or remedies of any holders thereof (including but not limited to an open-end fund that becomes a closed-end fund), as determined by the Calculation Agent;

H. **Fund Service Provider Event** means (a) a change, resignation, termination or replacement of any Fund Service Provider, (b) a change of control or indirect control of any Fund Service Provider, (c) any of the Fund Service Provider is subject to a **Fund Service Provider Insolvency Event**, where "Fund Service Provider Insolvency Event" has the same meaning as Fund Insolvency Event described in (F) above, except that Fund is replaced by Fund Service Provider or (d) in the reasonable opinion of the Calculation Agent, any of the Fund Service Providers is no longer deemed able to carry out its business with the standard of care which was prevailing on the Issue Date or the resignation, termination, replacement, or death of any person deemed to be key in the management of the Fund has occurred;

I. **Holding Ratio** means the reduction of the Fund's aggregate net asset value under an amount that, in the reasonable opinion of the Calculation Agent, has, or is likely to have, a significant effect on the management conditions of the Fund and/or its operating expenses or would increase the proportion of Fund Units held, or likely to be held, by a Hypothetical Investor, or any funds managed by Société Générale and/or one of its affiliates, to such extent that the full

redemption in one single Valid Order of the Fund Units held by a Hypothetical Investor or funds managed by the same, is likely to be impaired;

J. **Increased Cost of Hedging** means that a Hypothetical Investor would incur a materially increased (as compared with circumstances existing on the Issue Date of the Notes) amount of tax, duty, expense or fee (other than brokerage commissions) to (a) acquire, establish, re-establish, substitute, maintain, unwind or dispose of any Hypothetical Hedge Positions or Intermediate Hypothetical Hedge Positions or Optional Hypothetical Hedge Positions or (b) realize, recover or remit the proceeds of any such Hypothetical Hedge Positions or Intermediate Hypothetical Hedge Positions or Optional Hypothetical Hedge Positions, provided that, assuming the Hypothetical Investor is Société Générale, any such materially increased amount that is incurred solely due to the deterioration of the creditworthiness of the Société Générale or one of its affiliates shall not be deemed an Increased Cost of Hedging;

K. **Insolvency** means that by reason of the voluntary or involuntary liquidation, bankruptcy, insolvency, dissolution or winding-up of or any analogous proceeding affecting a Fund, (a) all the Fund Units of that Fund are required to be transferred to a trustee, liquidator or other similar official or (b) holders of the Fund Units of that Fund become legally prohibited from transferring or redeeming them;

L. **Liquidity Modification** means that the Fund modifies the terms and conditions at which subscription and/or redemption orders can be submitted or are settled by the Fund as provided in the Fund Documents as of the Issue Date of the Notes or implements a modification of the conditions at which subscription and/or redemption orders can be submitted or are settled by the Fund regardless as to whether the principle of such modification was already envisaged in the Fund Documents as of the Issue Date of the Notes;

M. **Merger Event** means the conversion of the Fund Unit into another class of fund units or securities, or the split of the Fund, its consolidation or its merger with, or its sale or its conveyance of all or substantially all its assets to, a third party;

N. **Nationalization** means that all the Fund Units or all or substantially all the assets of a Fund are nationalised, expropriated or are otherwise required to be transferred to any governmental agency, authority, entity or instrumentality thereof;

O. **Regulatory Action** means, with respect to any Fund Unit, (a) cancellation, suspension or revocation of the registration or approval of such Fund Unit or the related Fund by any governmental, legal or regulatory entity with authority over such Fund Unit or Fund, (b) any change in the legal, tax, accounting, or regulatory treatments of the relevant Fund or its Fund Service Provider that is reasonably likely to have an adverse impact on the value of such Fund Unit or on any investor therein (as determined by the Calculation Agent), or (c) the related Fund or any of its Fund Service Provider becoming subject to any investigation, proceeding or litigation by any relevant governmental, legal or regulatory authority involving the alleged violation of applicable law for any activities relating to or resulting from the operation of such Fund or Fund Service Provider;

P. **Reporting Disruption** means, in respect of any Fund Unit, any failure of the related Fund to deliver, or cause to be delivered, (a) information that such Fund has agreed to deliver, or cause to be delivered to a Hypothetical Investor or (b) information that has been previously delivered to a Hypothetical Investor in accordance with such Fund, or its authorized representative's, normal practice and that the Calculation Agent deems necessary to monitor such Fund's compliance with any investment guidelines, asset allocation methodologies or any other similar policies relating to such Fund Units;

Q. **Strategy Breach** means (a) any breach or violation of any strategy or investment guidelines stated in the related Fund Documents, that is reasonably likely to affect the value of the Fund

Units or the rights or remedies of any holders thereof, in each case, as determined by the Calculation Agent or (b) any material modification, as determined by the Calculation Agent, of the risk profile of the Fund from its risk profile prevailing on the Issue Date of the Notes by reason of, but not limited to, the modification of the proportions, or reduction of diversification, of the type of assets in which the Fund invests or a reduction of the average liquidity of the assets of the Fund;

then the Calculation Agent may:

X. consider such Extraordinary Event as an event triggering an early redemption of the Notes (hereafter, an **Early Redemption Event**). In the case where an Early Redemption Event occurs, the Issuer shall terminate its obligations under the Notes and shall pay or cause to be paid an Early Redemption Amount on the basis of Market Value as defined in English law Condition 5.8 and French law Condition 5.8; or

Y. in the case of (M) above only, replace the Fund Unit by the kind and number of units or other securities and property receivable on such conversion, split, consolidation, merger, sale or conveyance by a holder of Fund Units prior to such conversion, split, consolidation, merger, sale or conveyance for the purposes of determining the value of the Fund Unit and make any adjustment (if necessary) to the value of such Fund Unit; or

Z. determine that the Issuer will apply either "Monetisation until the Maturity Date" or "Postponement to the Adjusted Intermediate Amount" or "Substitution".

2.2.2 Monetisation until the Maturity Date, Postponement to the Adjusted Intermediate Amount and Substitution

2.2.2.1 Monetisation until the Maturity Date

In respect of any Intermediate Amount and/or the Final Redemption Amount, the Issuer shall no longer be liable for the payment of (1) the Intermediate Amount(s) initially scheduled to be paid on any Intermediate Payment Date following the occurrence of the Extraordinary Event and/or (2) the Final Redemption Amount as defined in the applicable Final Terms on the Maturity Date, but instead will, in full and final satisfaction of its obligations, pay an amount described in Conditions 2.2.2.1.1, 2.2.2.1.2, 2.2.2.1.3 and/or 2.2.2.1.4 below.

2.2.2.1.1 *In respect of the payment of any Intermediate Amount as defined in the applicable Final Terms which could be as low as zero*

Pursuant to the provisions of Condition 2.2.2.1, the Issuer shall pay on the Maturity Date an amount per Note, determined by the Calculation Agent, based on (a) the net positive cash amount that a Hypothetical Investor would be left with on the Intermediate Full Liquidation Date, as a result of liquidating, within 30 Business Days following the date of occurrence or likely occurrence of the Extraordinary Event, the Intermediate Hypothetical Hedge Positions (*inter alia* by satisfying any obligations or liabilities in place with respect to or part of such Intermediate Hypothetical Hedge Positions, if any, with the liquidation proceeds of the assets of the Intermediate Hypothetical Hedge Positions) minus (b) the Associated Costs (the result of which, converted if necessary into the Specified Currency using the Relevant Spot Exchange Rate on the Intermediate Full Liquidation Date, is a **Calculation Amount** for the purposes of this provision and of the Compounding Method)together with (c) interest that would have accrued on such Calculation Amount pursuant to the Compounding Method, during the period (which for the purposes of this provision and of the Compounding Method shall be a **Calculation Period**) between (x) the Intermediate Full Liquidation Date (included) and (y) the fourth Business Day preceding the Maturity Date (excluded),

provided however that

- in respect of Uncertificated Nordic Notes issued by an Issuer other than SG Issuer, cleared and settled through the Swedish Central Securities Depositary (Euroclear Sweden AB), the Finnish Central Securities Depositary (Euroclear Finland Ltd) or the Danish Central Securities Depositary, *Vaerdipapircentralen* (**VP**), all references to the word "fourth" in (y) above shall be deemed to be references to the word "twelfth",

- in respect of Uncertificated Nordic Notes issued by an Issuer other than SG Issuer, cleared and settled through the Norwegian Central Security Depositary (**Verdipapirsentralen**), all references to the word "fourth" in (y) above shall be deemed to be references to the word "tenth", and

- in respect of Uncertificated Nordic Notes issued by SG Issuer, cleared and settled through the Swedish Central Securities Depositary (Euroclear Sweden AB), all references to the word "fourth" in (y) above shall be deemed to be references to the word "nineteenth";

For the avoidance of doubt, the liquidation proceeds of any assets held by a Hypothetical Investor as Intermediate Hypothetical Hedge Positions shall be deemed to be used in priority to extinguish any liability, if any, incurred by such Hypothetical Investor under its Intermediate Hypothetical Hedge Positions and the Calculation Amount mentioned above can be as low as zero; or

2.2.2.1.2 *in respect of the payment of any Intermediate Amount as defined in the applicable Final Terms which cannot be in any case lower than an amount strictly positive (the **Minimum Intermediate Amount**)*

Pursuant to the provisions of Condition 2.2.2.1, the Issuer shall pay (1) on the Intermediate Payment Date an amount per Note equal to the Minimum Intermediate Amount and (2) on the Maturity Date an amount per Note, determined by the Calculation Agent, equal to the positive difference, if any, between:

(i) (a) the net positive cash amount that a Hypothetical Investor would be left with on the Intermediate Full Liquidation Date, as a result of liquidating, within 30 Business Days following the date of occurrence or likely occurrence of the Extraordinary Event, the Intermediate Hypothetical Hedge Positions (*inter alia* by satisfying any obligations or liabilities in place with respect to or part of such Intermediate Hypothetical Hedge Positions, if any, with the liquidation proceeds of the assets of the Intermediate Hypothetical Hedge Positions) minus (b) the Associated Costs (the result of which, converted if necessary into the Specified Currency using the Relevant Spot Exchange Rate on the Intermediate Full Liquidation Date is a **Calculation Amount** for the purposes of this provision and of the Compounding Method) together with (c) interest that would have accrued on such Calculation Amount pursuant to the Compounding Method, during the period (which for the purposes of this provision and of the Compounding Method shall be a **Calculation Period**) between (x) the Intermediate Full Liquidation Date (included) and (y) the fourth Business Day preceding the Maturity Date (excluded),

provided however that

- in respect of Uncertificated Nordic Notes issued by an Issuer other than SG Issuer, cleared and settled through the Swedish Central Securities Depositary (Euroclear Sweden AB), the Finnish Central Securities Depositary (Euroclear Finland Ltd) or the Danish Central Securities Depositary, *Vaerdipapircentralen* (**VP**), all references to the word "fourth" in (y) above shall be deemed to be references to the word "twelfth",

- in respect of Uncertificated Nordic Notes issued by an Issuer other than SG Issuer, cleared and settled through the Norwegian Central Security Depositary (**Verdipapirsentralen**), all references to the word "fourth" in (y) above shall be deemed to be references to the word "tenth", and

- in respect of Uncertificated Nordic Notes issued by SG Issuer, cleared and settled through the Swedish Central Securities Depositary (Euroclear Sweden AB), all references to the word "fourth" in (y) above shall be deemed to be references to the word "nineteenth", and

(ii) an amount equal to the Minimum Intermediate Amount.

For the avoidance of doubt, the liquidation proceeds of any assets held by a Hypothetical Investor as Intermediate Hypothetical Hedge Positions shall be deemed to be used in priority to extinguish any liability, if any, incurred by such Hypothetical Investor under its Intermediate Hypothetical Hedge Positions and the Calculation Amount mentioned above can be as low as zero;

2.2.2.1.3 *in respect of the redemption of Notes whose Final Redemption Amount as defined in the applicable Final Terms could be as low as zero*

Pursuant to the provisions of Condition 2.2.2.1, the Issuer shall pay on the Maturity Date an amount per Note, determined by the Calculation Agent, based on (a) the net positive cash amount that a Hypothetical Investor would be left with on the Full Liquidation Date, as a result of liquidating, within 30 Business Days following the date of occurrence or likely occurrence of the Extraordinary Event, the Hypothetical Hedge Positions (*inter alia* by satisfying any obligations or liabilities in place with respect to or part of such Hypothetical Hedge Positions, if any, with the liquidation proceeds of the assets of the Hypothetical Hedge Positions) minus (b) the Associated Costs (the result of which, converted if necessary into the Specified Currency using the Relevant Spot Exchange Rate on the Full Liquidation Date, is a **Calculation Amount** for the purposes of this provision and of the Compounding Method) together with (c) interest that would have accrued on such Calculation Amount pursuant to the Compounding Method, during the period (which for the purposes of this provision and of the Compounding Method shall be a **Calculation Period**) between (x) the Full Liquidation Date (included) and (y) the fourth Business Day preceding the Maturity Date (excluded),

provided however that

- in respect of Uncertificated Nordic Notes issued by an Issuer other than SG Issuer, cleared and settled through the Swedish Central Securities Depositary (Euroclear Sweden AB), the Finnish Central Securities Depositary (Euroclear Finland Ltd) or the Danish Central Securities Depositary, *Vaerdipapircentralen* (**VP**), all references to the word "fourth" in (y) above shall be deemed to be references to the word "twelfth",

- in respect of Uncertificated Nordic Notes issued by an Issuer other than SG Issuer, cleared and settled through the Norwegian Central Security Depositary (**Verdipapirsentralen**), all references to the word "fourth" in (y) above shall be deemed to be references to the word "tenth", and

- in respect of Uncertificated Nordic Notes issued by SG Issuer, cleared and settled through the Swedish Central Securities Depositary (Euroclear Sweden AB), all references to the word "fourth" in (y) above shall be deemed to be references to the word "nineteenth";

For the avoidance of doubt, the liquidation proceeds of any assets held by a Hypothetical Investor as Hypothetical Hedge Positions shall be deemed to be used in priority to extinguish any liability, if any, incurred by such Hypothetical Investor under its Hypothetical Hedge Positions and the Calculation Amount mentioned above can be as low as zero; or

2.2.2.1.4 *in respect of the redemption of Notes whose Final Redemption Amount as defined in the applicable Final Terms cannot be in any case lower than an amount strictly positive (the* ***Minimum Redemption Amount****)*

Pursuant to the provisions of Condition 2.2.2.1, the Issuer shall pay on the Maturity Date an amount per Note, determined by the Calculation Agent, equal to the sum of (1) the Minimum Redemption Amount and (2) an amount, equal to the positive difference, if any, between:

(i) (a) the net positive cash amount that a Hypothetical Investor would be left with on the Full Liquidation Date, as a result of liquidating, within 30 Business Days following the date of occurrence or likely occurrence of the Extraordinary Event, the Hypothetical Hedge Positions (*inter alia* by satisfying any obligations or liabilities in place with respect to or part of such Hypothetical Hedge Positions, if any, with the liquidation proceeds of the assets of the Hypothetical Hedge Positions) minus (b) the Associated Costs (the result of which, converted if necessary into the Specified Currency using the Relevant Spot Exchange Rate on the Full Liquidation Date, is a **Calculation Amount** for the purposes of this provision and of the Compounding Method) together with (c) interest that would have accrued on such Calculation Amount pursuant to the Compounding Method, during the period (which for the purposes of this provision and of the Compounding Method shall be a **Calculation Period**) between (x) the Full Liquidation Date (included) and (y) the fourth Business Day preceding the Maturity Date (excluded),

provided however that

- in respect of Uncertificated Nordic Notes issued by an Issuer other than SG Issuer, cleared and settled through the Swedish Central Securities Depositary (Euroclear Sweden AB), the Finnish Central Securities Depositary (Euroclear Finland Ltd) or the Danish Central Securities Depositary, *Vaerdipapircentralen* (**VP**), all references to the word “fourth” in (y) above shall be deemed to be references to the word “twelfth”,

- in respect of Uncertificated Nordic Notes issued by an Issuer other than SG Issuer, cleared and settled through the Norwegian Central Security Depositary (**Verdipapirsentralen**), all references to the word “fourth” in (y) above shall be deemed to be references to the word “tenth”, and

- in respect of Uncertificated Nordic Notes issued by SG Issuer, cleared and settled through the Swedish Central Securities Depositary (Euroclear Sweden AB), all references to the word “fourth” in (y) above shall be deemed to be references to the word “nineteenth”, and

(ii) an amount equal to the Minimum Redemption Amount.

For the avoidance of doubt, the liquidation proceeds of any assets held by a Hypothetical Investor as Hypothetical Hedge Positions shall be deemed to be used in priority to extinguish any liability, if any, incurred by such Hypothetical Investor under its Hypothetical Hedge Positions and the Calculation Amount mentioned above can be as low as zero.

2.2.2.2 Postponement to the Adjusted Intermediate Payment Date

The Issuer shall no longer be liable for the payment, of the Intermediate Amount(s) initially scheduled to be paid on the Intermediate Payment Date(s) following the occurrence of the Extraordinary Event, but instead will, in full and final satisfaction of its obligations, pay an amount described in Conditions 2.2.2.2.1 or 2.2.2.2.2 below.

2.2.2.2.1 *In respect of the payment of any Intermediate Amount as defined in the applicable Final Terms which could be as low as zero*

Pursuant to the provisions of Condition 2.2.2.2, the Issuer shall pay on the Adjusted Intermediate Payment Date an amount per Note, determined by the Calculation Agent, based on (a) the net positive

cash amount that a Hypothetical Investor would be left with on the Intermediate Full Liquidation Date, as a result of liquidating, within 30 Business Days following the date of occurrence or likely occurrence of the Extraordinary Event, the Intermediate Hypothetical Hedge Positions (inter alia by satisfying any obligations or liabilities in place with respect to or part of such Intermediate Hypothetical Hedge Positions, if any, with the liquidation proceeds of the assets of the Intermediate Hypothetical Hedge Positions) minus (b) the Associated Costs (the result of which, converted if necessary into the Specified Currency using the Relevant Spot Exchange Rate on the Intermediate Full Liquidation Date, is a **Calculation Amount** for the purposes of this provision); for the avoidance of doubt, the liquidation proceeds of any assets held by a Hypothetical Investor as Intermediate Hypothetical Hedge Positions shall be deemed to be used in priority to extinguish any liability, if any, incurred by such Hypothetical Investor under its Intermediate Hypothetical Hedge Positions and the Calculation Amount mentioned above can be as low as zero; or

2.2.2.2.2 *in respect of the payment of any Intermediate Amount as defined in the applicable Final Terms which cannot be in any case lower than an amount strictly positive (the **Minimum Intermediate Amount**)*

Pursuant to the provisions of Condition 2.2.2.2, the Issuer shall pay (1) on the Intermediate Payment Date an amount per Note equal to the Minimum Intermediate Amount and (2) on the Adjusted Intermediate Payment Date an amount per Note, determined by the Calculation Agent, equal to the positive difference, if any, between:

(i) (a) the net positive cash amount that a Hypothetical Investor would be left with on the Intermediate Full Liquidation Date, as a result of liquidating, within 30 Business Days following the date of occurrence or likely occurrence of the Extraordinary Event, the Intermediate Hypothetical Hedge Positions (*inter alia* by satisfying any obligations or liabilities in place with respect to or part of such Intermediate Hypothetical Hedge Positions, if any, with the liquidation proceeds of the assets of the Intermediate Hypothetical Hedge Positions) minus (b) the Associated Costs (the result of which, converted if necessary into the Specified Currency using the Relevant Spot Exchange Rate on the Intermediate Full Liquidation Date, is a **Calculation Amount** for the purposes of this provision) and

(ii) an amount equal to the Minimum Intermediate Amount;

for the avoidance of doubt, the liquidation proceeds of any assets held by a Hypothetical Investor as Intermediate Hypothetical Hedge Positions shall be deemed to be used in priority to extinguish any liability, if any, incurred by such Hypothetical Investor under its Intermediate Hypothetical Hedge Positions and the Calculation Amount mentioned above can be as low as zero.

2.2.2.3 Substitution

The Calculation Agent shall (i) identify a Fund (the **New Fund**) having an investment strategy similar to the investment strategy of the Fund affected by the Extraordinary Event and (ii) may adjust any relevant terms of the Notes to preserve the economic equivalent of the obligations of the Issuer under the Notes.

2.3 Disruption Events relating to any Fund and/or any Fund Unit

2.3.1 Upon the occurrence or the likely occurrence, as determined by the Calculation Agent, of any of the following events (each a **Disruption Event**) in respect of a Valuation Date (the **Disrupted Day**) and a Fund or Fund Unit (the **Affected Fund**):

A. **Calculation and/or Publication Disruption** means the occurrence of an event, beyond the control of a Hypothetical Investor (including in case of any gate, deferral, suspension or other provisions in the Fund Documents permitting the Fund to delay or refuse subscription and/or redemption orders) which precludes the calculation and/or publication of the official net asset value per Unit of the Fund by the Fund (or the Fund Service Provider generally in charge of calculating such official net asset value); or

B. **Fund Settlement Disruption** means a failure by the Fund to pay in cash the full amount of the redemption proceeds on the date by which the Fund was scheduled to have paid such amount and which, in the determination of the Calculation Agent, makes it impossible or impracticable for the Calculation Agent to determine the Closing Price, including without limitation due to (a) the transfer of all illiquid assets of such Fund to a dedicated fund, account or structure pending the liquidation of such assets for the benefit of existing holders of the Fund Units (side pocket), (b) the restriction on the amount or number of redemptions orders that the Fund (or the Fund Service Provider generally in charge of accepting redemption orders) will accept in relation to a single date on which the Fund normally accepts redemption orders (a gate), (c) the suspension for any reason of the subscription or redemption orders by the Fund (or the Fund Service Provider generally in charge of accepting subscription and redemption orders), or (d) the postponement of the payment of the balance of redemption proceeds to a date occurring after the financial statements of the Fund have been reviewed by the Fund's statutory auditors (holdback), in each case whether these events are imposed by the Fund without being envisaged in the Fund Documents on the Issue Date of the Notes or are already envisaged by the Fund Documents on the Issue Date of the Notes and are solely implemented by the Fund after such date; or

C. **NAV Determination Disruption Event** means the occurrence of any event (beyond the control of a Hypothetical Investor) other than the events mentioned in "*Calculation and/or Publication Disruption*" in (A) above or "*Fund Settlement Disruption*" in (B) above affecting such Fund which, in the determination of the Calculation Agent, makes it impossible or impracticable for the Calculation Agent to determine the Closing Price,

the Valuation Date, in respect of the Affected Fund, shall be postponed to the immediately following Fund Business Day or Fund Valuation Day (as specified in relation to such Valuation Date in the applicable Final Terms) that is no longer affected by a Disruption Event for such Affected Fund.

If a Disruption Event has occurred or is continuing on each of the five scheduled Fund Business Days or Fund Valuation Days, as the case may be, following the Scheduled Valuation Date or if no Fund Business Day or Fund Valuation Day, as the case may be, that is not affected by a Disruption Event has occurred at the latest on the thirty-fifth calendar day following the Scheduled Valuation Date, then the Calculation Agent may either:

X. determine its good faith estimate of the net asset value per Unit of such Fund which shall be deemed to be the Closing Price in respect of such Valuation Date provided that if the Calculation Agent decides to make such determination, the Valuation Date shall occur no later than the fourth Business Day before the date of any payment to be made under the Notes on the basis of such determination,

provided however that

- in respect of Uncertificated Nordic Notes issued by an Issuer other than SG Issuer, cleared and settled through the Swedish Central Securities Depositary (Euroclear Sweden AB), the Finnish Central Securities Depositary (Euroclear Finland Ltd) or the Danish Central Securities Depositary, *Vaerdipapircentralen* (**VP**), all references to the word "fourth" above shall be deemed to be references to the word "twelfth",

- in respect of Uncertificated Nordic Notes issued by an Issuer other than SG Issuer, cleared and settled through the Norwegian Central Security Depositary (**Verdipapirsentralen**), all references to the word "fourth" above shall be deemed to be references to the word "tenth", and

- in respect of Uncertificated Nordic Notes issued by SG Issuer, cleared and settled through the Swedish Central Securities Depositary (Euroclear Sweden AB), all

references to the word "fourth" above shall be deemed to be references to the word "nineteenth"; or

Y. consider such Disruption Event as an event triggering an early redemption of the Notes (hereafter, an **Early Redemption Event**). In the case where an Early Redemption Event occurs, the Issuer shall terminate its obligations under the Notes and shall pay or cause to be paid an Early Redemption Amount on the basis of Market Value as defined in English law Condition 5.8 and French law Condition 5.8; or

Z. determine that the Issuer will apply either (i) "Monetisation until the Maturity Date" or "Postponement to the Adjusted Intermediate Payment Date" in respect of any Intermediate Amount and/or (ii) "Monetisation until the Maturity Date" in respect of the Final Redemption Amount or (iii) Substitution.:

2.3.1.1 **Monetisation until the Maturity Date in respect of any Intermediate Amount**

The Issuer shall no longer be liable for the payment of the Intermediate Amount initially scheduled to be paid on the Intermediate Payment Date related to the Disrupted Day, but instead will, in full and final satisfaction of its obligations, pay an amount described in Conditions 2.3.1.1.1 or 2.3.1.1.2 below.

2.3.1.1.1 *In respect of the payment of any Intermediate Amount as defined in the applicable Final Terms which could be as low as zero*

Pursuant to the provisions of Condition 2.3.1.1, the Issuer shall pay on the Maturity Date an amount per Note, determined by the Calculation Agent, based on (a) the net positive cash amount that a Hypothetical Investor would be left with on the Intermediate Full Liquidation Date, as a result of liquidating, pursuant to a Valid Order submitted in accordance with the Applicable Method specified in respect of the Disrupted Day, the Intermediate Hypothetical Hedge Positions (*inter alia* by satisfying any obligations or liabilities in place with respect to or part of such Intermediate Hypothetical Hedge Positions, if any, with the liquidation proceeds of the assets of the Intermediate Hypothetical Hedge Positions) minus (b) the Associated Costs (the result of which, converted if necessary into the Specified Currency using the Relevant Spot Exchange Rate on the Intermediate Full Liquidation Date, is a **Calculation Amount** for the purposes of this provision and of the Compounding Method) together with (c) interest that would have accrued on such Calculation Amount pursuant to the Compounding Method, during the period (which for the purposes of this provision and of the Compounding Method shall be a **Calculation Period**) between (x) the Intermediate Full Liquidation Date (included) and (y) the fourth Business Day preceding the Maturity Date (excluded),

provided however that

- in respect of Uncertificated Nordic Notes issued by an Issuer other than SG Issuer, cleared and settled through the Swedish Central Securities Depositary (Euroclear Sweden AB), the Finnish Central Securities Depositary (Euroclear Finland Ltd) or the Danish Central Securities Depositary, *Vaerdipapircentralen* (**VP**), all references to the word "fourth" in (y) above shall be deemed to be references to the word "twelfth",

- in respect of Uncertificated Nordic Notes issued by an Issuer other than SG Issuer, cleared and settled through the Norwegian Central Security Depositary (**Verdipapirsentralen**), all references to the word "fourth" in (y) above shall be deemed to be references to the word "tenth", and

- in respect of Uncertificated Nordic Notes issued by SG Issuer, cleared and settled through the Swedish Central Securities Depositary (Euroclear Sweden AB), all references to the word "fourth" in (y) above shall be deemed to be references to the word "nineteenth";

For the avoidance of doubt, the liquidation proceeds of any assets held by a Hypothetical Investor as Intermediate Hypothetical Hedge Positions shall be deemed to be used in priority to extinguish any liability, if any, incurred by such Hypothetical Investor under its Intermediate Hypothetical Hedge Positions and the Calculation Amount mentioned above can be as low as zero; or

2.3.1.1.2 *in respect of the payment of any Intermediate Amount as defined in the applicable Final Terms which cannot be in any case lower than an amount strictly positive (the **Minimum Intermediate Amount**)*

Pursuant to the provisions of Condition 2.3.1.1, the Issuer shall pay (1) on the Intermediate Payment Date an amount per Note equal to the Minimum Intermediate Amount and (2) on the Maturity Date an amount per Note, determined by the Calculation Agent, equal to the positive difference, if any, between:

(i) (a) the net positive cash amount that a Hypothetical Investor would be left with on the Intermediate Full Liquidation Date, as a result of liquidating, pursuant to a Valid Order submitted in accordance with the Applicable Method specified in respect of the Disrupted Day, the Intermediate Hypothetical Hedge Positions (*inter alia* by satisfying any obligations or liabilities in place with respect to or part of such Intermediate Hypothetical Hedge Positions, if any, with the liquidation proceeds of the assets of the Intermediate Hypothetical Hedge Positions) minus (b) the Associated Costs (the result of which, converted if necessary into the Specified Currency using the Relevant Spot Exchange Rate on the Intermediate Full Liquidation Date, is a **Calculation Amount** for the purposes of this provision and of the Compounding Method) together with (3) interest that would have accrued on such Calculation Amount pursuant to the Compounding Method, during the period (which for the purposes of this provision and of the Compounding Method shall be a **Calculation Period**) between (x) the Intermediate Full Liquidation Date (included) and (y) the fourth Business Day preceding the Maturity Date (excluded),

provided however that

- in respect of Uncertificated Nordic Notes issued by an Issuer other than SG Issuer, cleared and settled through the Swedish Central Securities Depositary (Euroclear Sweden AB), the Finnish Central Securities Depositary (Euroclear Finland Ltd) or the Danish Central Securities Depositary, *Vaerdipapircentralen* (**VP**), all references to the word “fourth” in (y) above shall be deemed to be references to the word “twelfth”,

- in respect of Uncertificated Nordic Notes issued by an Issuer other than SG Issuer, cleared and settled through the Norwegian Central Security Depositary (**Verdipapirsentralen**), all references to the word “fourth” in (y) above shall be deemed to be references to the word “tenth”, and

- in respect of Uncertificated Nordic Notes issued by SG Issuer, cleared and settled through the Swedish Central Securities Depositary (Euroclear Sweden AB), all references to the word “fourth” in (y) above shall be deemed to be references to the word “nineteenth”, and

(ii) an amount equal to the Minimum Intermediate Amount.

For the avoidance of doubt, the liquidation proceeds of any assets held by a Hypothetical Investor as Intermediate Hypothetical Hedge Positions shall be deemed to be used in priority to extinguish any liability, if any, incurred by such Hypothetical Investor under its Intermediate Hypothetical Hedge Positions and the Calculation Amount mentioned above can be as low as zero;

2.3.1.2 **Postponement to the Adjusted Intermediate Payment Date in respect of any Intermediate Amount**

The Issuer shall no longer be liable for the payment of the Intermediate Amount initially scheduled to be paid on such Intermediate Payment Date, but instead will, in full and final satisfaction of its obligations, pay an amount described in Conditions 2.3.1.2.1 or 2.3.1.2.2 below.

2.3.1.2.1 *In respect of the payment of any Intermediate Amount as defined in the applicable Final Terms which could be as low as zero*

Pursuant to the provisions of Condition 2.3.1.2, the Issuer shall pay on the Adjusted Intermediate Payment Date an amount per Note, determined by the Calculation Agent, based on (a) the net positive cash amount that a Hypothetical Investor would be left with on the Intermediate Full Liquidation Date, as a result of liquidating, pursuant to a Valid Order submitted in accordance with the Applicable Method specified in respect of the Disrupted Day, the Intermediate Hypothetical Hedge Positions (*inter alia* by satisfying any obligations or liabilities in place with respect to or part of such Intermediate Hypothetical Hedge Positions, if any, with the liquidation proceeds of the assets of the Intermediate Hypothetical Hedge Positions) minus (b) the Associated Costs (the result of which, converted if necessary into the Specified Currency using the Relevant Spot Exchange Rate on the Intermediate Full Liquidation Date, is a **Calculation Amount** for the purposes of this provision); for the avoidance of doubt, the liquidation proceeds of any assets held by a Hypothetical Investor as Intermediate Hypothetical Hedge Positions shall be deemed to be used in priority to extinguish any liability, if any, incurred by such Hypothetical Investor under its Intermediate Hypothetical Hedge Positions and the Calculation Amount mentioned above can be as low as zero; or

2.3.1.2.2 *in respect of the payment of any Intermediate Amount as defined in the applicable Final Terms which cannot be in any case lower than an amount strictly positive (the **Minimum Intermediate Amount**)*

Pursuant to the provisions of Condition 2.3.1.2, the Issuer shall pay (1) on the Intermediate Payment Date an amount per Note equal to the Minimum Intermediate Amount and (2) on the Adjusted Intermediate Payment Date an amount per Note, determined by the Calculation Agent, equal to the positive difference, if any, between:

(i) (a) the net positive cash amount that a Hypothetical Investor would be left with on the Intermediate Full Liquidation Date, as a result of liquidating, pursuant to a Valid Order submitted in accordance with the Applicable Method specified in respect of the Disrupted Day, the Intermediate Hypothetical Hedge Positions (*inter alia* by satisfying any obligations or liabilities in place with respect to or part of such Intermediate Hypothetical Hedge Positions, if any, with the liquidation proceeds of the assets of the Intermediate Hypothetical Hedge Positions) minus (b) the Associated Costs (the result of which, converted if necessary into the Specified Currency using the Relevant Spot Exchange Rate on the Intermediate Full Liquidation Date, is a **Calculation Amount** for the purposes of this provision) and

(ii) an amount equal to the Minimum Intermediate Amount;

for the avoidance of doubt, the liquidation proceeds of any assets held by a Hypothetical Investor as Intermediate Hypothetical Hedge Positions shall be deemed to be used in priority to extinguish any liability, if any, incurred by such Hypothetical Investor under its Intermediate Hypothetical Hedge Positions and the Calculation Amount mentioned above can be as low as zero;

2.3.1.3 **Monetisation until the Maturity Date in respect of the Final Redemption Amount**

The Issuer shall no longer be liable for the payment of the Final Redemption Amount as defined in the applicable Final Terms on the Maturity Date, but instead will, in full and final satisfaction of its obligations, pay an amount described in Conditions 2.3.1.3.1 or 2.3.1.3.2 below.

2.3.1.3.1 *In respect of the redemption of Notes whose Final Redemption Amount as defined in the applicable Final Terms could be as low as zero*

Pursuant to the provisions of Condition 2.3.1.3, the Issuer shall pay on the Maturity Date an amount per Note, determined by the Calculation Agent, based on (a) the net positive cash amount that a Hypothetical Investor would be left with on the Full Liquidation Date, as a result of liquidating, pursuant to a Valid Order submitted in accordance with the Applicable Method specified in respect of the Disrupted Day, the Hypothetical Hedge Positions (*inter alia* by satisfying any obligations or liabilities in place with respect to or part of such Hypothetical Hedge Positions, if any, with the liquidation proceeds of the assets of the Hypothetical Hedge Positions) minus (b) the Associated Costs (the result of which, converted if necessary into the Specified Currency using the Relevant Spot Exchange Rate on the Intermediate Full Liquidation Date, a **Calculation Amount** for the purposes of this provision and of the Compounding Method) together with (c) interest that would have accrued on such Calculation Amount pursuant to the Compounding Method, during the period (which for the purposes of this provision and of the Compounding Method shall be a **Calculation Period**) between (x) the Full Liquidation Date (included) and (y) the fourth Business Day preceding the Maturity Date (excluded),

provided however that

- in respect of Uncertificated Nordic Notes issued by an Issuer other than SG Issuer, cleared and settled through the Swedish Central Securities Depositary (Euroclear Sweden AB), the Finnish Central Securities Depositary (Euroclear Finland Ltd) or the Danish Central Securities Depositary, *Vaerdipapircentralen* (**VP**), all references to the word "fourth" in (y) above shall be deemed to be references to the word "twelfth",

- in respect of Uncertificated Nordic Notes issued by an Issuer other than SG Issuer, cleared and settled through the Norwegian Central Security Depositary (**Verdipapirsentralen**), all references to the word "fourth" in (y) above shall be deemed to be references to the word "tenth", and

- in respect of Uncertificated Nordic Notes issued by SG Issuer, cleared and settled through the Swedish Central Securities Depositary (Euroclear Sweden AB), all references to the word "fourth" in (y) above shall be deemed to be references to the word "nineteenth";

For the avoidance of doubt, the liquidation proceeds of any assets held by a Hypothetical Investor as Hypothetical Hedge Positions shall be deemed to be used in priority to extinguish any liability, if any, incurred by such Hypothetical Investor under its Hypothetical Hedge Positions and the Calculation Amount mentioned above can be as low as zero; or

2.3.1.3.2 *in respect of the redemption of Notes whose Final Redemption Amount as defined in the applicable Final Terms cannot be in any case lower than an amount strictly positive (the **Minimum Redemption Amount**)*

Pursuant to the provisions of Condition 2.3.1.3, the Issuer shall pay on the Maturity Date an amount per Note, determined by the Calculation Agent, equal to the sum of (1) the Minimum Redemption Amount and (2) an amount, equal to the positive difference, if any, between:

(i) (a) the net positive cash amount that a Hypothetical Investor would be left with on the Full Liquidation Date, as a result of liquidating, pursuant to a Valid Order submitted in accordance with the Applicable Method specified in respect of the Disrupted Day, the Hypothetical Hedge Positions (*inter alia* by satisfying any obligations or liabilities in place with respect to or part of such Hypothetical Hedge Positions, if any, with the liquidation proceeds of the assets of the Hypothetical Hedge Positions) minus (b) the Associated Costs (the result of which, converted if necessary into the Specified Currency using the Relevant Spot Exchange Rate on the Full Liquidation Date, is a **Calculation Amount** for the purposes of this provision and of the Compounding Method) together with (c) interest that would have accrued on such Calculation Amount pursuant to the Compounding Method, during the period (which for the purposes of this provision and of the Compounding Method shall be a **Calculation Period**) between (x) the

Full Liquidation Date (included) and (y) the fourth Business Day preceding the Maturity Date (excluded),

provided however that

- in respect of Uncertificated Nordic Notes issued by an Issuer other than SG Issuer, cleared and settled through the Swedish Central Securities Depositary (Euroclear Sweden AB), the Finnish Central Securities Depositary (Euroclear Finland Ltd) or the Danish Central Securities Depositary, *Vaerdipapircentralen* (**VP**), all references to the word "fourth" in (y) above shall be deemed to be references to the word "twelfth",

- in respect of Uncertificated Nordic Notes issued by an Issuer other than SG Issuer, cleared and settled through the Norwegian Central Security Depositary (**Verdipapirsentralen**), all references to the word "fourth" in (y) above shall be deemed to be references to the word "tenth", and

- in respect of Uncertificated Nordic Notes issued by SG Issuer, cleared and settled through the Swedish Central Securities Depositary (Euroclear Sweden AB), all references to the word "fourth" in (y) above shall be deemed to be references to the word "nineteenth", and

(ii) an amount equal to the Minimum Redemption Amount.

For the avoidance of doubt, the liquidation proceeds of any assets held by a Hypothetical Investor as Hypothetical Hedge Positions shall be deemed to be used in priority to extinguish any liability, if any, incurred by such Hypothetical Investor under its Hypothetical Hedge Positions and the Calculation Amount mentioned above can be as low as zero.

2.3.1.4 **Substitution**

The Calculation Agent shall (1) identify a Fund (the **New Fund**) having an investment strategy similar to the investment strategy of the Fund affected by the Disruption Event and (2) may adjust any relevant terms of the Notes to preserve the economic equivalent of the obligations of the Issuer under the Notes.

2.3.2 Notwithstanding the foregoing, a Valuation Date (postponed as the case may be pursuant to the provisions above) shall occur not later than the fourth Business Day before the date of any payment to be made under the Notes on the basis of determinations made on such Valuation Date; if a Valuation Date (postponed as the case may be pursuant to the provisions above) would fall less than the fourth Business Day prior to the date of any payment to be made under the Notes on the basis of determinations made on such Valuation Date, then that fourth Business Day shall be deemed the Valuation Date and the Calculation Agent shall elect to make the determinations and/or adjustments described in either (X), (Y) or (Z) in Condition 2.3.1 above on such fourth Business Day and, in case the Calculation Agent elects to make the determinations described in (X) above, the good faith estimate of the net asset value of the Fund so calculated shall be deemed the Closing Price,

provided however that

- in respect of Uncertificated Nordic Notes issued by an Issuer other than SG Issuer, cleared and settled through the Swedish Central Securities Depositary (Euroclear Sweden AB), the Finnish Central Securities Depositary (Euroclear Finland Ltd) or the Danish Central Securities Depositary, *Vaerdipapircentralen* (**VP**), all references to the word "fourth" above shall be deemed to be references to the word "twelfth",

- in respect of Uncertificated Nordic Notes issued by an Issuer other than SG Issuer, cleared and settled through the Norwegian Central Security Depositary (**Verdipapirsentralen**), all

references to the word “fourth” above shall be deemed to be references to the word “tenth”, and

- in respect of Uncertificated Nordic Notes issued by SG Issuer, cleared and settled through the Swedish Central Securities Depositary (Euroclear Sweden AB), all references to the word “fourth” above shall be deemed to be references to the word “nineteenth”.

2.4 Occurrence of an Extraordinary Event or a Disruption Event in relation to an optional redemption

2.4.1 If "Redemption at the option of the Noteholders" or "Redemption at the option of the Issuer" is specified as being applicable in the Final Terms of the relevant Notes:

A. Upon the occurrence or likely occurrence of an Extraordinary Event or a Disruption Event, the Put Notices or the exercise by the Issuer of its right of optional redemption relating to an Optional Redemption Date with an Optional Redemption Cut-Off Date falling after the date of such occurrence shall be null and void.

B. Upon the occurrence or likely occurrence of an Extraordinary Event or a Disruption Event, with respect to Put Notices or the exercise by the Issuer of its right of optional redemption relating to an Optional Redemption Date with an Optional Redemption Cut-Off Date falling on or before the date of such occurrence, the Calculation Agent will determine which one of the following method the Issuer will apply:

(a) **Early Redemption Event** and the Issuer shall terminate its obligations under the Notes and shall pay or cause to be paid an Early Redemption Amount on the basis of Market Value as defined in English law Condition 5.8 and French law Condition 5.8; or

(b) “Monetisation until the Maturity Date” (as described in Condition 2.4.2) or “Postponement to the Adjusted Optional Redemption Date” (as described in Condition 2.4.3).

2.4.2 **Monetisation until the Maturity Date**

The Issuer shall no longer be liable for the payment, on the Optional Redemption Date, of the Optional Redemption Amount, but instead will, in full and final satisfaction of its obligations, pay an amount described in Conditions 2.4.2.1 or 2.4.2.2 below.

2.4.2.1 *In respect of the redemption of Notes whose Optional Redemption Amount as defined in the applicable Final Terms could be as low as zero*

Pursuant to the provisions of Condition 3.4.2, the Issuer shall pay on the Maturity Date an amount per Note, determined by the Calculation Agent, based on (a) the net positive cash amount that a Hypothetical Investor would be left with on the Optional Full Liquidation Date, as a result of liquidating (either within 30 Business Days following the date of occurrence or likely occurrence of the Extraordinary Event or pursuant to a Valid Order submitted in accordance with the Applicable Method specified in respect of the Valuation Date relating to the Optional Redemption Date in case of a Disruption Event), the Optional Hypothetical Hedge Positions (*inter alia* by satisfying any obligations or liabilities in place with respect to or part of such Optional Hypothetical Hedge Positions, if any, with the liquidation proceeds of the assets of the Optional Hypothetical Hedge Positions) minus (b) the Associated Costs (the result of which, converted if necessary into the Specified Currency using the Relevant Spot Exchange Rate on the Optional Full Liquidation Date, is a **Calculation Amount** for the purposes of this provision and of the Compounding Method) together with (c) interest that would have accrued on such Calculation Amount pursuant to the Compounding Method, during the period (which for the purposes of this provision and of the Compounding Method shall be a **Calculation Period**) between (x) the Optional Full Liquidation Date (included) and (y) the fourth Business Day preceding the Maturity Date (excluded),

provided however that

- in respect of Uncertificated Nordic Notes issued by an Issuer other than SG Issuer, cleared and settled through the Swedish Central Securities Depositary (Euroclear Sweden AB), the Finnish Central Securities Depositary (Euroclear Finland Ltd) or the Danish Central Securities Depositary, *Vaerdipapircentralen* (**VP**), all references to the word "fourth" in (y) above shall be deemed to be references to the word "twelfth",

- in respect of Uncertificated Nordic Notes issued by an Issuer other than SG Issuer, cleared and settled through the Norwegian Central Security Depositary (**Verdipapirsentralen**), all references to the word "fourth" in (y) above shall be deemed to be references to the word "tenth", and

- in respect of Uncertificated Nordic Notes issued by SG Issuer, cleared and settled through the Swedish Central Securities Depositary (Euroclear Sweden AB), all references to the word "fourth" in (y) above shall be deemed to be references to the word "nineteenth";

For the avoidance of doubt, the liquidation proceeds of any assets held by a Hypothetical Investor as Optional Hypothetical Hedge Positions shall be deemed to be used in priority to extinguish any liability, if any, incurred by such Hypothetical Investor under its Optional Hypothetical Hedge Positions and the Calculation Amount mentioned above can be as low as zero; or

2.4.2.2 *in respect of the redemption of Notes whose Final Redemption Amount as defined in the applicable Final Terms cannot be in any case lower than an amount strictly positive (the* ***Optional Minimum Redemption Amount****)*

Pursuant to the provisions of Condition 2.4.2, the Issuer shall pay (1) on the Optional Redemption Date an amount per Note equal to the Optional Minimum Redemption Amount and (2) on the Maturity Date an amount per Note, determined by the Calculation Agent, equal to the positive difference, if any, between:

(i) (a) the net positive cash amount that a Hypothetical Investor would be left with on the Optional Full Liquidation Date, as a result of liquidating (either within 30 Business Days following the date of occurrence or likely occurrence of the Extraordinary Event or pursuant to a Valid Order submitted in accordance with the Applicable Method specified in respect of the Valuation Date relating to the Optional Redemption Date in case of a Disruption Event), the Optional Hypothetical Hedge Positions (*inter alia* by satisfying any obligations or liabilities in place with respect to or part of such Optional Hypothetical Hedge Positions, if any, with the liquidation proceeds of the assets of the Optional Hypothetical Hedge Positions) minus (b) the Associated Costs (the result of which, converted if necessary into the Specified Currency using the Relevant Spot Exchange Rate on the Optional Full Liquidation Date is a **Calculation Amount** for the purposes of this provision and of the Compounding Method) together with (c) interest that would have accrued on such Calculation Amount pursuant to the Compounding Method, during the period (which for the purposes of this provision and of the Compounding Method shall be a **Calculation Period**) between (x) the Optional Full Liquidation Date (included) and (y) the fourth Business Day preceding the Maturity Date (excluded),

provided however that

- in respect of Uncertificated Nordic Notes issued by an Issuer other than SG Issuer, cleared and settled through the Swedish Central Securities Depositary (Euroclear Sweden AB), the Finnish Central Securities Depositary (Euroclear Finland Ltd) or the Danish Central Securities Depositary, *Vaerdipapircentralen* (**VP**), all references to the word "fourth" in (y) above shall be deemed to be references to the word "twelfth",

- in respect of Uncertificated Nordic Notes issued by an Issuer other than SG Issuer, cleared and settled through the Norwegian Central Security Depositary (**Verdipapirsentralen**), all references to the word "fourth" in (y) above shall be deemed to be references to the word "tenth", and

- in respect of Uncertificated Nordic Notes issued by SG Issuer, cleared and settled through the Swedish Central Securities Depositary (Euroclear Sweden AB), all references to the word "fourth" in (y) above shall be deemed to be references to the word "nineteenth", and

(ii) an amount equal to the Optional Minimum Redemption Amount.

For the avoidance of doubt, the liquidation proceeds of any assets held by a Hypothetical Investor as Optional Hypothetical Hedge Positions shall be deemed to be used in priority to extinguish any liability, if any, incurred by such Hypothetical Investor under its Optional Hypothetical Hedge Positions and the Calculation Amount mentioned above can be as low as zero.

2.4.3 **Postponement to the Adjusted Optional Redemption Date** and the Issuer shall no longer be liable for the payment, on the Optional Redemption Date, of the Optional Redemption Amount, but instead will, in full and final satisfaction of its obligations:

2.4.3.1 in respect of the redemption of Notes whose Optional Redemption Amount as defined in the applicable Final Terms could be as low as zero

Pursuant to the provisions of Condition 3.4.3, the Issuer shall pay on the Adjusted Optional Redemption Date an amount per Note, determined by the Calculation Agent, based on (a) the net positive cash amount that a Hypothetical Investor would be left with on the Optional Full Liquidation Date, as a result of liquidating (either within 30 Business Days following the date of occurrence or likely occurrence of the Extraordinary Event or pursuant to a Valid Order submitted in accordance with the Applicable Method specified in respect of the Valuation Date relating to the Optional Redemption Date in case of a Disruption Event) the Optional Hypothetical Hedge Positions (*inter alia* by satisfying any obligations or liabilities in place with respect to or part of such Optional Hypothetical Hedge Positions, if any, with the liquidation proceeds of the assets of the Optional Hypothetical Hedge Positions) minus (b) the Associated Costs (the result of which, converted if necessary into the Specified Currency using the Relevant Spot Exchange Rate on the Optional Full Liquidation Date is a **Calculation Amount** for the purposes of this provision); for the avoidance of doubt, the liquidation proceeds of any assets held by a Hypothetical Investor as Optional Hypothetical Hedge Positions shall be deemed to be used in priority to extinguish any liability, if any, incurred by such Hypothetical Investor under its Optional Hypothetical Hedge Positions and the Calculation Amount mentioned above can be as low as zero; or

3.4.3.2 *in respect of the redemption of Notes whose Optional Redemption Amount as defined in the applicable Final Terms cannot be in any case lower than an amount strictly positive (the* ***Optional Minimum Redemption Amount****)*

Pursuant to the provisions of Condition 3.4.3, the Issuer shall pay (1) on the Optional Redemption Date an amount per Note equal to the Optional Minimum Redemption Amount and (2) on the Adjusted Optional Redemption Date an amount per Note, determined by the Calculation Agent, equal to the positive difference between:

(i) (a) the net positive cash amount that a Hypothetical Investor would be left with on the Optional Full Liquidation Date, as a result of liquidating (either within 30 Business Days following the date of occurrence or likely occurrence of the Extraordinary Event or pursuant to a Valid Order submitted in accordance with the Applicable Method specified in respect of the Valuation Date relating to the Optional Redemption Date in case of a Disruption Event) the Optional

Hypothetical Hedge Positions (*inter alia* by satisfying any obligations or liabilities in place with respect to or part of such Optional Hypothetical Hedge Positions, if any, with the liquidation proceeds of the assets of the Optional Hypothetical Hedge Positions) minus (b) the Associated Costs (the result of which, converted if necessary into the Specified Currency using the Relevant Spot Exchange Rate on the Optional Full Liquidation Date is a **Calculation Amount** for the purposes of this provision) and

(ii) an amount equal to the Optional Minimum Redemption Amount;

for the avoidance of doubt, the liquidation proceeds of any assets held by a Hypothetical Investor as Optional Hypothetical Hedge Positions shall be deemed to be used in priority to extinguish any liability, if any, incurred by such Hypothetical Investor under its Optional Hypothetical Hedge Positions and the Calculation Amount mentioned above can be as low as zero.

2.5 Maturity Disruption Event relating to any Fund and/or any Fund Unit

2.5.1 Upon the occurrence or the likely occurrence, as determined by the Calculation Agent, of a Maturity Disruption Event, then the Calculation Agent may either:

A. consider such Maturity Disruption Event as an event triggering an early redemption of the Notes (hereafter, an **Early Redemption Event**). In the case where an Early Redemption Event occurs, the Issuer shall terminate its obligations under the Notes and shall pay or cause to be paid an Early Redemption Amount on the basis of Market Value as defined in English law Condition 5.8 and French law Condition 5.8; or

B. apply Postponement to the Adjusted Maturity Date (as described in Condition 2.5.2).

C. If the Full Liquidation Date has not occurred, at the latest on the fourth Business Day preceding the Postponed Scheduled Maturity Date, as determined by the Calculation Agent, the amount paid by the Issuer on the Postponed Scheduled Maturity Date pursuant to (B) above, shall be determined by the Calculation Agent on the basis of (a) the net positive cash amount that a Hypothetical Investor would be left with on such fourth Business Day preceding the Postponed Scheduled Maturity Date as a result of liquidating (pursuant to the provisions above) the Hypothetical Hedge Positions (*inter alia* by satisfying any obligations or liabilities in place with respect to or part of such the Hypothetical Hedge Positions, if any, with the liquidation proceeds of the assets of the Hypothetical Hedge Positions) minus (b) the Associated Costs (the result of which, converted if necessary into the Specified Currency using the Relevant Spot Exchange Rate on the fourth Business Day preceding the Postponed Scheduled Maturity Date, is a **Calculation Amount** for the purposes of this provision), for the avoidance of doubt, the liquidation proceeds of any assets held by the Hypothetical Investor under its Hypothetical Hedge Positions shall be deemed to be used in priority to extinguish any liability, if any, incurred by the Hypothetical Investor under its Hypothetical Hedge Positions and the Calculation Amount mentioned above can be as low as zero.

For the purposes of this Condition 2.5.2(C):

- in respect of Uncertificated Nordic Notes issued by an Issuer other than SG Issuer, cleared and settled through the Swedish Central Securities Depositary (Euroclear Sweden AB), the Finnish Central Securities Depositary (Euroclear Finland Ltd) or the Danish Central Securities Depositary, *Vaerdipapircentralen* (**VP**), all references to the word “fourth” in the provision above shall be deemed to be references to the word “twelfth”,

- in respect of Uncertificated Nordic Notes issued by an Issuer other than SG Issuer, cleared and settled through the Norwegian Central Security Depositary

(**Verdipapirsentralen**), all references to the word "fourth" in the provision above shall be deemed to be references to the word "tenth", and

- in respect of Uncertificated Nordic Notes issued by SG Issuer, cleared and settled through the Swedish Central Securities Depositary (Euroclear Sweden AB), all references to the word "fourth" in the provision above shall be deemed to be references to the word "nineteenth".

2.5.2 Postponement to the Adjusted Maturity Date

Pursuant to the provisions of Condition 2.5.1(B), the Issuer shall no longer be liable for the payment, on the Maturity Date, of the Intermediate Amount and/or Optional Redemption Amount and/or Final Redemption Amount as defined in the applicable Final Terms, but instead will, in full and final satisfaction of its obligations pay an amount described in Conditions 2.5.2.1, 2.5.2.2, 2.5.2.3 or 2.5.2.4 below.

2.5.2.1 *In respect of the redemption of Notes whose Intermediate Amount and/or Optional Redemption Amount as defined in the applicable Final Terms could be as low as zero*

Pursuant to the provisions of Condition 2.5.2, the Issuer shall pay on the Adjusted Maturity Date an amount per Note, determined by the Calculation Agent, based on (a) the net positive cash amount that a Hypothetical Investor would be left with on the Intermediate Full Liquidation Date and/or the Optional Full Liquidation Date, as a result of liquidating (either within 30 Business Days following the date of occurrence or likely occurrence of the Extraordinary Event that gives rise to the Maturity Disruption Event or pursuant to a Valid Order submitted in accordance with the Applicable Method specified in respect of the Valuation Date relating to the Intermediate Payment Date and/or the Optional Redemption Date in case of a Disruption Event giving rise to the Maturity Disruption Event) the Intermediate and/or Optional Hypothetical Hedge Positions (*inter alia* by satisfying any obligations or liabilities in place with respect to or part of such Intermediate or Optional Hypothetical Hedge Positions, if any, with the liquidation proceeds of the assets of the Intermediate and/or Optional Hypothetical Hedge Positions) minus (b) the Associated Costs (the result of which, converted if necessary into the Specified Currency using the Relevant Spot Exchange Rate on the Intermediate Full Liquidation Date and/or the Optional Full Liquidation Date, is a **Calculation Amount** for the purposes of this provision and of the Compounding Method) together with (c) interest that would have accrued on such Calculation Amount pursuant to the Compounding Method, during the period, if any, (which for the purposes of this provision and of the Compounding Method shall be a **Calculation Period**) between (x) the Intermediate Full Liquidation Date and/or the Optional Full Liquidation Date (included) and (y) the fourth Business Day preceding the Adjusted Maturity Date (excluded),

provided however that

- in respect of Uncertificated Nordic Notes issued by an Issuer other than SG Issuer, cleared and settled through the Swedish Central Securities Depositary (Euroclear Sweden AB), the Finnish Central Securities Depositary (Euroclear Finland Ltd) or the Danish Central Securities Depositary, *Vaerdipapircentralen* (**VP**), all references to the word "fourth" in (y) above shall be deemed to be references to the word "twelfth",

- in respect of Uncertificated Nordic Notes issued by an Issuer other than SG Issuer, cleared and settled through the Norwegian Central Security Depositary (**Verdipapirsentralen**), all references to the word "fourth" in (y) above shall be deemed to be references to the word "tenth", and

- in respect of Uncertificated Nordic Notes issued by SG Issuer, cleared and settled through the Swedish Central Securities Depositary (Euroclear Sweden AB), all references to the word "fourth" in (y) above shall be deemed to be references to the word "nineteenth";

For the avoidance of doubt, the liquidation proceeds of any assets held by a Hypothetical Investor as Intermediate and/or Optional Hypothetical Hedge Positions shall be deemed to be used in priority to extinguish any liability, if any, incurred by such Hypothetical Investor under its Intermediate and/or Optional Hypothetical Hedge Positions and the Calculation Amount mentioned above can be as low as zero; or

2.5.2.2 *in respect of the redemption of Notes whose Intermediate Amount and/or Optional Redemption Amount as defined in the applicable Final Terms cannot be in any case lower than an amount strictly positive (the* ***Minimum Payment Amount****)*

Pursuant to the provisions of Condition 2.5.2, the Issuer shall pay (1) on the Maturity Date an amount per Note equal to the Minimum Payment Amount and (2) on the Adjusted Maturity Date an amount per Note, determined by the Calculation Agent, equal to the positive difference between:

(i) (a) the net positive cash amount that a Hypothetical Investor would be left with on the Intermediate Full Liquidation Date and/or the Optional Full Liquidation Date, as a result of liquidating (either within 30 Business Days following the date of occurrence or likely occurrence of the Extraordinary Event that gives rise to the Maturity Disruption Event or pursuant to a Valid Order submitted in accordance with the Applicable Method specified in respect of the Valuation Date relating to Intermediate Payment Date and/or the Optional Redemption Date in case of a Disruption Event giving rise to the Maturity Disruption Event) the Intermediate and/or Optional Hypothetical Hedge Positions (*inter alia* by satisfying any obligations or liabilities in place with respect to or part of such Intermediate or Optional Hypothetical Hedge Positions, if any, with the liquidation proceeds of the assets of the Intermediate and/or Optional Hypothetical Hedge Positions) minus (b) the Associated Costs (the result of which, converted if necessary into the Specified Currency using the Relevant Spot Exchange Rate on the Full Liquidation Date, is a **Calculation Amount** for the purposes of this provision and of the Compounding Method) together with (c) interest that would have accrued on such Calculation Amount pursuant to the Compounding Method, during the period, if any, (which for the purposes of this provision and of the Compounding Method shall be a **Calculation Period**) between (x) the Intermediate Full Liquidation Date and/or the Optional Full Liquidation Date (included) and (y) the fourth Business Day preceding the Adjusted Maturity Date (excluded),

provided however that

- in respect of Uncertificated Nordic Notes issued by an Issuer other than SG Issuer, cleared and settled through the Swedish Central Securities Depositary (Euroclear Sweden AB), the Finnish Central Securities Depositary (Euroclear Finland Ltd) or the Danish Central Securities Depositary, *Vaerdipapircentralen* (**VP**), all references to the word “fourth” in (y) above shall be deemed to be references to the word “twelfth”,

- in respect of Uncertificated Nordic Notes issued by an Issuer other than SG Issuer, cleared and settled through the Norwegian Central Security Depositary (**Verdipapirsentralen**), all references to the word “fourth” in (y) above shall be deemed to be references to the word “tenth”, and

- in respect of Uncertificated Nordic Notes issued by SG Issuer, cleared and settled through the Swedish Central Securities Depositary (Euroclear Sweden AB), all references to the word “fourth” in (y) above shall be deemed to be references to the word “nineteenth”, and

(ii) an amount equal to the Minimum Redemption Amount.

For the avoidance of doubt, the liquidation proceeds of any assets held by a Hypothetical Investor as Intermediate and/or Optional or Hypothetical Hedge Positions shall be deemed to be used in priority to extinguish any liability, if any, incurred by such Hypothetical Investor under its Intermediate and/or Optional Hypothetical Hedge Positions and the Calculation Amount mentioned above can be as low as zero.

2.5.2.3 *In respect of the redemption of Notes whose Final Redemption Amount as defined in the applicable Final Terms could be as low as zero*

Pursuant to the provisions of Condition 2.5.2, the Issuer shall pay on the Adjusted Maturity Date an amount per Note, determined by the Calculation Agent, based on (a) the net positive cash amount that a Hypothetical Investor would be left with on the Full Liquidation Date, as a result of liquidating (pursuant to a Valid Order submitted in accordance with the Applicable Method specified in respect of the last Valuation Date) the Hypothetical Hedge Positions (*inter alia* by satisfying any obligations or liabilities in place with respect to or part of such Hypothetical Hedge Positions, if any, with the liquidation proceeds of the assets of the Hypothetical Hedge Positions) minus (b) the Associated Costs (the result of which converted if necessary into the Specified Currency using the Relevant Spot Exchange Rate on the Full Liquidation Date, is a **Calculation Amount** for the purposes of this provision and of the Compounding Method) together with (c) interest that would have accrued on such Calculation Amount pursuant to the Compounding Method, during the period, if any, (which for the purposes of this provision and of the Compounding Method shall be a **Calculation Period**) between (x) the Full Liquidation Date (included) and (y) the fourth Business Day preceding the Adjusted Maturity Date (excluded),

provided however that

- in respect of Uncertificated Nordic Notes issued by an Issuer other than SG Issuer, cleared and settled through the Swedish Central Securities Depositary (Euroclear Sweden AB), the Finnish Central Securities Depositary (Euroclear Finland Ltd) or the Danish Central Securities Depositary, *Vaerdipapircentralen* (**VP**), all references to the word “fourth” in (y) above shall be deemed to be references to the word “twelfth”,

- in respect of Uncertificated Nordic Notes issued by an Issuer other than SG Issuer, cleared and settled through the Norwegian Central Security Depositary (**Verdipapirsentralen**), all references to the word “fourth” in (y) above shall be deemed to be references to the word “tenth”, and

- in respect of Uncertificated Nordic Notes issued by SG Issuer, cleared and settled through the Swedish Central Securities Depositary (Euroclear Sweden AB), all references to the word “fourth” in (y) above shall be deemed to be references to the word “nineteenth”;

For the avoidance of doubt, the liquidation proceeds of any assets held by a Hypothetical Investor as Hypothetical Hedge Positions shall be deemed to be used in priority to extinguish any liability, if any, incurred by such Hypothetical Investor under its Hypothetical Hedge Positions and the Calculation Amount mentioned above can be as low as zero; or

2.5.2.4 *in respect of the redemption of Notes whose Final Redemption Amount as defined in the applicable Final Terms cannot be in any case lower than an amount strictly positive (the **Minimum Redemption Amount**)*

Pursuant to the provisions of Condition 2.5.2, the Issuer shall pay (1) on the Maturity Date an amount per Note equal to the Minimum Redemption Amount and (2) on the Adjusted Maturity Date an amount per Note, determined by the Calculation Agent, equal to the positive difference between:

(i) (a) the net positive cash amount that a Hypothetical Investor would be left with on the Full Liquidation Date, as a result of liquidating (pursuant to a Valid Order submitted in accordance

with the Applicable Method specified in respect of the last Valuation Date) the Hypothetical Hedge Positions (inter alia by satisfying any obligations or liabilities in place with respect to or part of such Hypothetical Hedge Positions, if any, with the liquidation proceeds of the assets of the Hypothetical Hedge Positions) minus (b) the Associated Costs (the result of which, converted if necessary into the Specified Currency using the Relevant Spot Exchange Rate on the Full Liquidation Date, is a **Calculation Amount** for the purposes of this provision and of the Compounding Method) together with (c) interest that would have accrued on such Calculation Amount pursuant to the Compounding Method, during the period, if any, (which for the purposes of this provision and of the Compounding Method shall be a **Calculation Period**) between (x) the Full Liquidation Date (included) and (y) the fourth Business Day preceding the Adjusted Maturity Date (excluded),

provided however that

- in respect of Uncertificated Nordic Notes issued by an Issuer other than SG Issuer, cleared and settled through the Swedish Central Securities Depositary (Euroclear Sweden AB), the Finnish Central Securities Depositary (Euroclear Finland Ltd) or the Danish Central Securities Depositary, *Vaerdipapircentralen* (**VP**), all references to the word “fourth” in (y) above shall be deemed to be references to the word “twelfth”,

- in respect of Uncertificated Nordic Notes issued by an Issuer other than SG Issuer, cleared and settled through the Norwegian Central Security Depositary (**Verdipapirsentralen**), all references to the word “fourth” in (y) above shall be deemed to be references to the word “tenth”, and

- in respect of Uncertificated Nordic Notes issued by SG Issuer, cleared and settled through the Swedish Central Securities Depositary (Euroclear Sweden AB), all references to the word “fourth” in (y) above shall be deemed to be references to the word “nineteenth”, and

(ii) an amount equal to the Minimum Redemption Amount.

For the avoidance of doubt, the liquidation proceeds of any assets held by a Hypothetical Investor as Hypothetical Hedge Positions shall be deemed to be used in priority to extinguish any liability, if any, incurred by such Hypothetical Investor under its Hypothetical Hedge Positions and the Calculation Amount mentioned above can be as low as zero.

ADDITIONAL TERMS AND CONDITIONS FOR CREDIT LINKED NOTES

For the purpose of these Additional Terms and Conditions:

"*" *means that it has to be deleted if the Settlement Method specified in the related Final Terms is Physical Settlement*
"**": *means that it has to be deleted if the Settlement Method specified in the related Final Terms is Cash Settlement*

1. CREDIT EVENT PROVISIONS

1.1 Physical Settlement

If the Notes are Single Name Notes or First-to-Default Notes and the Settlement Method specified in the related Final Terms is Physical Settlement:

1.1.1 *Physical Settlement*

1.1.1.1 If a Credit Event has occurred, as determined by the Calculation Agent, in the period from and including the First Credit Event Occurrence Date to and including the Last Credit Event Occurrence Date and a Credit Event Notice and, if applicable a Notice of Publicly Available Information, are delivered during the Notice Delivery Period by or on behalf of the Issuer to the Relevant Clearing System for the Noteholders' information, then (i) the Issuer will no longer be liable for the payment of the Final Redemption Amount on the Scheduled Maturity Date or on the Maturity Date, as the case may be, and will, in full and final satisfaction of its obligations hereunder in respect of the redemption of each Note, Deliver or procure Delivery of the Physical Delivery Amount to the Noteholders during the Physical Settlement Period, subject to the next following paragraph and the cash settlement provisions hereafter and (ii) the Interest Period(s) and/or the Interest Calculation Amount shall be as specified in Condition 1.3.

The Delivery of the Specified Deliverable Obligations (or the payment of the Cash Redemption Amount as the case may be) is subject to the prior delivery by or on behalf of the Issuer to the Relevant Clearing System for the Noteholders' information, of a Notice of Physical Settlement between the Credit Event Determination Date and the Latest Notification Date (both dates inclusive).

1.1.1.2 Following the occurrence of a Credit Event with respect to a Reference Entity, the Issuer has sole and absolute discretion to select the Specified Deliverable Obligations.

1.1.1.3 The Issuer will not necessarily Deliver all the Specified Deliverable Obligations on the same date, and may Deliver Specified Deliverable Obligations to different Noteholders on different dates or to the same Noteholder on different dates.

1.1.1.4 The Issuer is not obliged to Deliver the same type and proportion of Deliverable Obligations to each Noteholder and a Noteholder may receive various types of Deliverable Obligations.

1.1.1.5 If any or all of the Specified Deliverable Obligations are not eligible for clearance by the Relevant Clearing System, then the Issuer may, at its discretion but upon prior notice to the Noteholders, arrange:

(A) Delivery of those Specified Deliverable Obligations, if any, that are eligible for clearance by the Relevant Clearing System in the Relevant Clearing System and Delivery of those Specified Deliverable Obligations that are not eligible for clearance by the Relevant Clearing System outside the Relevant Clearing System; or

(B) Delivery of all the Specified Deliverable Obligations (whether or not those Specified Deliverable Obligations are eligible for clearance) outside the Relevant Clearing System.

The Relevant Clearing System will then be instructed to block and, upon confirmation by the Issuer that delivery has taken place, cancel the Noteholders' positions in its books and the Fiscal Agent in turn will cancel the outstanding Notes. If Delivery is to take place outside the Relevant Clearing System, the Issuer must receive the relevant Noteholders' transfer instructions in terms that are satisfactory to the Issuer sufficiently before the Latest Permissible Physical Settlement Date to allow for physical settlement, otherwise the cash settlement provisions set out below will apply.

1.1.2 *Cash Settlement*

1.1.2.1 If, on the Latest Permissible Physical Settlement Date, the Calculation Agent (acting on behalf of the Issuer) determines that it is Illegal or Impossible for the Issuer to Deliver all or part of the Specified Deliverable Obligations to all or some of the Noteholders or if the Issuer does not receive transfer instructions as described in the last sentence of Condition 1.1.1.5, then the Calculation Agent will calculate in respect of such part of the Specified Deliverable Obligations which are Undeliverable Obligations a Cash Redemption Amount and the Issuer will, on the Cash Redemption Date, pay or procure payment of a Cash Redemption Amount to the relevant Noteholders in final and full satisfaction of its obligations in respect of the Undeliverable Obligations.

1.1.2.2 The Issuer must notify the relevant Noteholders through the Relevant Clearing System that there are Undeliverable Obligations and the reasons why it is Illegal or Impossible to Deliver such Specified Deliverable Obligations.

1.1.2.3 If, before the Latest Permissible Physical Settlement Date, the Calculation Agent determines that the Delivery of all of the Specified Deliverable Obligations is Illegal or Impossible; and it deems in good faith that such Delivery is to remain Illegal or Impossible until the Latest Permissible Physical Settlement Date, then the Calculation Agent may give notice thereof to the Relevant Clearing System for the attention of the Noteholders. The Credit Valuation Date will then be the date that is two Business Days after the date on which the Calculation Agent delivers such notice to the Relevant Clearing System, and the Issuer will pay the Noteholders a Cash Redemption Amount on the Cash Redemption Date in full and final satisfaction of its obligations in respect of the Undeliverable Obligations.

1.1.2.4 If Delivery is partially Illegal or Impossible, the Issuer may, for each Noteholder, Deliver Specified Deliverable Obligations and pay a Cash Redemption Amount. The Issuer is not obliged to ensure that each Noteholder receives the same type and proportion of Deliverable Obligations and the same proportion of Deliverable Obligations and Cash Redemption Amount as each other Noteholder.

1.1.2.5 If Condition 1.1.2.1 or Condition 1.1.2.3 applies, the Issuer may arrange that all settlements hereunder be made outside the Relevant Clearing System in the manner described in Condition 1.1.1.5 provided that the Issuer receives transfer instructions in terms that are satisfactory to the Issuer to allow for such settlements.

1.1.2.6 The Calculation Agent will inform the Noteholders via the Relevant Clearing System of the Cash Redemption Amount by sending a Final Valuation Notice.

1.2 Cash Settlement

If the Settlement Method specified in the related Final Terms is Cash Settlement:

1.2.1 If a Credit Event has occurred, as determined by the Calculation Agent, in the period from and including the First Credit Event Occurrence Date to and including the Last Credit Event Occurrence Date and a Credit Event Notice and, if applicable a Notice of Publicly Available Information, are delivered during the Notice Delivery Period by or on behalf of the Issuer to the Noteholders, then (i) the Issuer will no longer be liable for the payment of the Final Redemption Amount on the Scheduled Maturity Date or on the Maturity Date, as the case may be, and will, in full and final satisfaction of its obligations hereunder in respect of the redemption of each Note, pay or procure payment of the Cash Redemption Amount on the Cash Redemption Date (subject as specified in Condition 1.2.2) and (ii) the Interest Period(s) and/or

the Interest Calculation Amount shall be as specified in Condition 1.3. The Selected Obligations, the Cash Redemption Amount and the Cash Redemption Date shall be notified to the Noteholders in the Final Valuation Notice on the Final Valuation Notice Receipt Date.

1.2.2 In the case of Basket Notes or Tranche Notes, if an Unsettled Credit Event has occurred, a Preliminary Cash Redemption Amount will be payable on the Scheduled Maturity Date and a Residual Cash Redemption Amount will be payable on the Maturity Date.

1.2.3 For the avoidance of doubt, under no circumstances will the Final Value be determined later than the 180th Business Day following the corresponding Credit Event Determination Date.

1.3 Provisions relating to Interest

If the Observed Interest option is specified as Not Applicable in the related Final Terms:

Interest Period means each period from (and including or, in respect of Uncertificated Swedish Notes, but excluding) an Interest Payment Date to (but excluding or, in respect of Uncertificated Swedish Notes, and including) the next Interest Payment Date; provided however that the first Interest Period begins on the Interest Commencement Date (inclusive) and the last Interest Period remains subject to the provisions of this Condition 1.

If the Observed Interest option is specified as Applicable in the related Final Terms:

Interest Period means each period from (and including or, in respect of Uncertificated Swedish Notes, but excluding) an Interest Observation Date to (but excluding or, in respect of Uncertificated Swedish Notes, and including) the next Interest Observation Date; provided however that the first Interest Period begins on the Interest Commencement Date (inclusive) and the last Interest Period remains subject to the provisions of this Condition 1.

1.3.1 *Single Name Notes and First-to-Default Notes*

In respect of Single Name Notes or First-to-Default Notes, the Nominal Amount shall be the amount for the purposes of calculating the Fixed Coupon Amount or the Floating Coupon Amount (as applicable) payable under each Note on any Interest Payment Date, subject to the provisions relating to the last Interest Period in paragraphs (a) to (l) below.

If the Observed Interest option is specified as Not Applicable in the related Final Terms and if Fixed Rate Note Provisions or Floating Rate Note provisions is specified as Applicable in the related Final Terms, the Fixed Coupon Amount or the Floating Coupon Amount (as applicable) payable under each Note for each Interest Period shall be equal to the product of (a) the Rate of Interest, (b) the Nominal Amount and if any (c) the applicable Day Count Fraction.

If the Observed Interest option is specified as Applicable in the related Final Terms:
The Fixed Coupon Amount or the Floating Coupon Amount (as applicable) payable under each Note on each Interest Payment Date shall be equal to the aggregate of the Observed Interest in respect of each Interest Period preceding such Interest Payment Date. The Interest Payment Date(s) will be the Interest Payment Date(s) specified as such in the related Final terms, subject to the provisions of paragraph (a) to (l) below.

(a) *If the Observed Interest option is specified as Not Applicable in the related Final Terms and if the Accrual of Interest upon Credit Event option specified in the related Final Terms is Accrued Interest upon Credit Event:* The last Interest Period will be the period from (and including or, in respect of Uncertificated Swedish Notes, but excluding) the Interest Payment Date immediately preceding the Credit Event Determination Date (or from and including or, in respect of Uncertificated Swedish Notes, from but excluding the Interest Commencement Date in the case of a Credit Event occurring before the first Interest Payment Date) to (but excluding or, in respect of Uncertificated Swedish Notes, and including) the Credit Event Determination Date, and the last Interest Payment Date will be the earlier of

the Interest Payment Date following the fourth Business Day (or in respect of Uncertificated Swedish Notes or Uncertificated Finnish Notes, the twelfth Business Day) falling after the Credit Event Determination Date and the Maturity Date. No interest shall accrue nor be payable from (and including or, in respect of Uncertificated Swedish Notes, but excluding) the Credit Event Determination Date to the Maturity Date.

(b) *If the Observed Interest option is specified as Not Applicable in the related Final Terms and if (i) the Accrual of Interest upon Credit Event option specified is Accrued Interest upon Credit Event and (ii) Repudiation /Moratorium or Grace Period Extension are specified as Applicable in the related Final Terms:* The last Interest Period will be the period from (and including or, in respect of Uncertificated Swedish Notes, but excluding) the Interest Payment Date immediately preceding the Credit Event Determination Date (or from and including or, in respect of Uncertificated Swedish Notes, from but excluding the Interest Commencement Date in the case of a Credit Event occurring before the first Interest Payment Date) to (but excluding or, in respect of Uncertificated Swedish Notes, and including) the earlier of (a) the Credit Event Determination Date and (b) the Scheduled Maturity Date.

In such event, the last Interest Payment Date will be the earlier of the Interest Payment Date following the fourth Business Day (or in respect of Uncertificated Swedish Notes or Uncertificated Finnish Notes, the twelfth Business Day) falling after the Credit Event Determination Date and the Maturity Date. Provided that, if (i) the Credit Event that is the subject of the Credit Event Notice is a Repudiation/Moratorium that occurs after the Scheduled Last Credit Event Occurrence Date, (ii) the Potential Repudiation/Moratorium with respect to such Repudiation/Moratorium occurs on or prior to the Scheduled Last Credit Event Occurrence Date and (iii) the Repudiation/Moratorium Extension Condition is satisfied, the last Interest Payment Date shall be the Scheduled Maturity Date. Provided further that, if (i) the Credit Event that is the subject of the Credit Event Notice is a Failure to Pay that occurs after the Scheduled Last Credit Event Occurrence Date and (ii) the Potential Failure to Pay with respect to such Failure to Pay occurs on or prior to the Scheduled Last Credit Event Occurrence Date, the last Interest Payment Date shall be the Scheduled Maturity Date.

No interest shall accrue nor be payable from (and including or, in respect of Uncertificated Swedish Notes, but excluding) the Credit Event Determination Date to the Maturity Date. In particular, in the event the Maturity Date falls after the Scheduled Maturity Date, no interest will be payable from (and including or, in respect of Uncertificated Swedish Notes, but excluding) the Scheduled Maturity Date to the Maturity Date.

(c) *If the Observed Interest option is specified as Not Applicable in the related Final Terms and if the Accrual of Interest upon Credit Event option specified in the related Final Terms is No Accrued Interest upon Credit Event:* The last Interest Period will be the Interest Period (if any) ending on the earlier of (i) the Interest Payment Date immediately preceding the Credit Event Determination Date and (ii) the Scheduled Maturity Date. No interest shall accrue nor be payable from (and including or, in respect of Uncertificated Swedish Notes, but excluding) the Interest Payment Date preceding the Credit Event Determination Date (or the Interest Commencement Date in case of a Credit Event Determination Date occurring before the first Interest Payment Date) to the Maturity Date.

(d) *If the Observed Interest option is specified as Not Applicable in the related Final Terms and if (i) the Accrual of Interest upon Credit Event option specified is No Accrued Interest upon Credit Event and (ii) Repudiation /Moratorium or Grace Period Extension are specified as Applicable in the related Final Terms*: The last Interest Period will be the Interest Period (if any) ending on the earlier of (i) the Interest Payment Date immediately preceding the Credit Event Determination Date and (ii) the Scheduled Maturity Date.

Provided that, if (i) the Credit Event that is the subject of the Credit Event Notice is a Repudiation/Moratorium that occurs after the Scheduled Last Credit Event Occurrence Date, (ii) the Potential Repudiation/Moratorium with respect to such Repudiation/Moratorium occurs on or prior to the

Scheduled Last Credit Event Occurrence Date and (iii) the Repudiation/Moratorium Extension Condition is satisfied, the last Interest Payment Date shall be the Scheduled Maturity Date.

Provided further that, if (i) the Credit Event that is the subject of the Credit Event Notice is a Failure to Pay that occurs after the Scheduled Last Credit Event Occurrence Date and (ii) the Potential Failure to Pay with respect to such Failure to Pay occurs on or prior to the Scheduled Last Credit Event Occurrence Date, the last Interest Payment Date shall be the Scheduled Maturity Date.

No interest shall accrue nor be payable from (and including or, in respect of Uncertificated Swedish Notes, but excluding) the Interest Payment Date preceding the Credit Event Determination Date (or the Interest Commencement Date in case of a Credit Event Determination Date occurring before the first Interest Payment Date) to the Maturity Date. In the event the Maturity Date falls after the Scheduled Maturity Date, no interest will be payable from (and including or, in respect of Uncertificated Swedish Notes, but excluding) the Scheduled Maturity Date to the Maturity Date.

(e) *If the Observed Interest option is specified as Not Applicable in the related Final Terms and if (i) the Accrual of Interest upon Credit Event option specified in the related Final Terms is Accrued Interest upon Credit Event and (ii) there is only one Interest Period*: The Interest Period will be the period from (and including or, in respect of Uncertificated Swedish Notes, but excluding) the Interest Commencement Date to (but excluding or, in respect of Uncertificated Swedish Notes, and including) the Credit Event Determination Date, and the Interest Payment Date will be the Maturity Date. No interest shall accrue nor be payable from (and including or, in respect of Uncertificated Swedish Notes, but excluding) the Credit Event Determination Date to the Maturity Date.

(f) *If the Observed Interest option is specified as Not Applicable in the related Final Terms and if (i) the Accrual of Interest upon Credit Event option specified is Accrued Interest upon Credit Event, (ii) Repudiation /Moratorium or Grace Period Extension are specified as Applicable in the related Final Terms and (iii) there is only one Interest Period*: The Interest Period will be the period from (and including or, in respect of Uncertificated Swedish Notes, but excluding) the Interest Commencement Date to (but excluding or, in respect of Uncertificated Swedish Notes, and including) the earlier of (a) the Credit Event Determination Date and (b) the Scheduled Maturity Date.

In such event, the Interest Payment Date will be the Maturity Date.

Provided that, if (i) the Credit Event that is the subject of the Credit Event Notice is a Repudiation/Moratorium that occurs after the Scheduled Last Credit Event Occurrence Date, (ii) the Potential Repudiation/Moratorium with respect to such Repudiation/Moratorium occurs on or prior to the Scheduled Last Credit Event Occurrence Date and (iii) the Repudiation/Moratorium Extension Condition is satisfied, the Interest Payment Date shall be the Scheduled Maturity Date.

Provided further that, if (i) the Credit Event that is the subject of the Credit Event Notice is a Failure to Pay that occurs after the Scheduled Last Credit Event Occurrence Date and (ii) the Potential Failure to Pay with respect to such Failure to Pay occurs on or prior to the Scheduled Last Credit Event Occurrence Date, the Interest Payment Date shall be the Scheduled Maturity Date.

No interest shall accrue nor be payable from (and including or, in respect of Uncertificated Swedish Notes, but excluding) the Credit Event Determination Date to the Maturity Date. In particular, in the event the Maturity Date falls after the Scheduled Maturity Date, no interest will be payable from (and including or, in respect of Uncertificated Swedish Notes, but excluding) the Scheduled Maturity Date to the Maturity Date.

(g) *If the Observed Interest option is specified as Not Applicable in the related Final Terms and if (i) the Accrual of Interest upon Credit Event option specified in the related Final Terms as No Accrued Interest upon Credit Event and (ii) there is only one Interest Period*: No interest shall accrue nor be payable in respect of the Notes.

(h) *Only if European Settlement is specified in the related Final Terms, if the Observed Interest option is specified as Not Applicable in the related Final Terms and if the Accrual of Interest upon Credit Event option specified in the related Final Terms is Guaranteed Coupon:* The last Interest Period will end on, (but exclude, or, in respect of Uncertificated Swedish Notes, and include) the Scheduled Maturity Date and the interest shall accrue in respect of each Interest Period on the Aggregate Nominal Amount.

(i) *If the Observed Interest option is specified as Applicable in the related Final Terms and if the Accrual of Interest upon Credit Event option specified in the related Final Terms is Accrued Interest upon Credit Event:* The last Interest Period will be the period from (and including or, in respect of Uncertificated Swedish Notes, but excluding) the Interest Observation Date immediately preceding the Credit Event Determination Date (or from and including or, in respect of Uncertificated Swedish Notes, from but excluding the Interest Commencement Date in the case of a Credit Event occurring before the first Interest Observation Date) to (but excluding or, in respect of Uncertificated Swedish Notes, and including) the Credit Event Determination Date, and the last Interest Payment Date will be the earlier of the Interest Payment Date following the fourth Business Day (or in respect of Uncertificated Swedish Notes or Uncertificated Finnish Notes, the twelfth Business Day) falling after the Credit Event Determination Date and the Maturity Date. No interest shall accrue nor be payable from (and including or, in respect of Uncertificated Swedish Notes, but excluding) the Credit Event Determination Date to the Maturity Date.

(j) *If the Observed Interest option is specified as Applicable in the related Final Terms and if (i) the Accrual of Interest upon Credit Event option specified is Accrued Interest upon Credit Event and (ii) Repudiation /Moratorium or Grace Period Extension are specified as Applicable in the related Final Terms:* The last Interest Period will be the period from (and including or, in respect of Uncertificated Swedish Notes, but excluding) the Interest Observation Date immediately preceding the Credit Event Determination Date (or from and including or, in respect of Uncertificated Swedish Notes, from but excluding the Interest Commencement Date in the case of a Credit Event occurring before the first Interest Observation Date) to (but excluding or, in respect of Uncertificated Swedish Notes, and including) the earlier of (a) the Credit Event Determination Date and (b) the Scheduled Maturity Date.

In such event, the last Interest Payment Date will be the earlier of the Interest Payment Date following the fourth Business Day (or in respect of Uncertificated Swedish Notes or Uncertificated Finnish Notes, the twelfth Business Day) falling after the Credit Event Determination Date and the Maturity Date. Provided that, if (i) the Credit Event that is the subject of the Credit Event Notice is a Repudiation/Moratorium that occurs after the Scheduled Last Credit Event Occurrence Date, (ii) the Potential Repudiation/Moratorium with respect to such Repudiation/Moratorium occurs on or prior to the Scheduled Last Credit Event Occurrence Date and (iii) the Repudiation/Moratorium Extension Condition is satisfied, the last Interest Payment Date shall be the Scheduled Maturity Date. Provided further that, if (i) the Credit Event that is the subject of the Credit Event Notice is a Failure to Pay that occurs after the Scheduled Last Credit Event Occurrence Date and (ii) the Potential Failure to Pay with respect to such Failure to Pay occurs on or prior to the Scheduled Last Credit Event Occurrence Date, the last Interest Payment Date shall be the Scheduled Maturity Date.

No interest shall accrue nor be payable from (and including or, in respect of Uncertificated Swedish Notes, but excluding) the Credit Event Determination Date to the Maturity Date. In particular, in the event the Maturity Date falls after the Scheduled Maturity Date, no interest will be payable from (and including or, in respect of Uncertificated Swedish Notes, but excluding) the Scheduled Maturity Date to the Maturity Date.

(k) *If the Observed Interest option is specified as Applicable in the related Final Terms and if the Accrual of Interest upon Credit Event option specified in the related Final Terms is No Accrued Interest upon Credit Event:* The last Interest Period will be the Interest Period (if any) ending on the earlier of (i) the Interest Observation Date immediately preceding the Credit Event Determination Date and (ii) the Scheduled Maturity Date. The last Interest Payment Date will be the Maturity Date. No interest shall

accrue nor be payable from (and including or, in respect of Uncertificated Swedish Notes, but excluding) the Interest Observation Date preceding the Credit Event Determination Date (or the Interest Commencement Date in case of a Credit Event Determination Date occurring before the first Interest Observation Date) to the Maturity Date.

(l) *If the Observed Interest option is specified as Applicable in the related Final Terms and if (i) the Accrual of Interest upon Credit Event option specified is No Accrued Interest upon Credit Event and (ii) Repudiation /Moratorium or Grace Period Extension are specified as Applicable in the related Final Terms*: The last Interest Period will be the Interest Period (if any) ending on the earlier of (i) the Interest Observation Date immediately preceding the Credit Event Determination Date and (ii) the Scheduled Maturity Date. The last Interest Payment Date will be the Maturity Date.

Provided that, if (i) the Credit Event that is the subject of the Credit Event Notice is a Repudiation/Moratorium that occurs after the Scheduled Last Credit Event Occurrence Date, (ii) the Potential Repudiation/Moratorium with respect to such Repudiation/Moratorium occurs on or prior to the Scheduled Last Credit Event Occurrence Date and (iii) the Repudiation/Moratorium Extension Condition is satisfied, the last Interest Payment Date shall be the Maturity Date.

Provided further that, if (i) the Credit Event that is the subject of the Credit Event Notice is a Failure to Pay that occurs after the Scheduled Last Credit Event Occurrence Date and (ii) the Potential Failure to Pay with respect to such Failure to Pay occurs on or prior to the Scheduled Last Credit Event Occurrence Date, the last Interest Payment Date shall be the Maturity Date.

No interest shall accrue nor be payable from (and including or, in respect of Uncertificated Swedish Notes, but excluding) the Interest Observation Date preceding the Credit Event Determination Date (or the Interest Commencement Date in case of a Credit Event Determination Date occurring before the first Interest Observation Date) to the Maturity Date. In the event the Maturity Date falls after the Scheduled Maturity Date, no interest will be payable from (and including or, in respect of Uncertificated Swedish Notes, but excluding) the Scheduled Maturity Date to the Maturity Date.

1.3.2 *Basket Notes and Tranche Notes*

In the case of Basket Notes and Tranche Notes:

If the Observed Interest option is specified as Not Applicable in the related Final Terms and if Fixed Rate Note Provisions or Floating Rate Note provisions is specified as Applicable in the related Final Terms: The Fixed Coupon Amount or a Floating Coupon Amount (as applicable) payable under each Note for each Interest Period shall be equal to the product of (a) the Rate of Interest, (b) the Relevant Proportion of the Interest Calculation Amount and if any (c) the applicable Day Count Fraction.

If the Observed Interest option is specified as Applicable in the related Final Terms:
The Fixed Coupon Amount or the Floating Coupon Amount (as applicable) payable under each Note on each Interest Payment Date shall be equal to the aggregate of the Observed Interest in respect of each Interest Period preceding such Interest Payment Date. The Interest payment Date(s) will be the Interest Payment Date(s) specified as such in the related Final terms, subject to the provisions below.

The last (or if there is only one, the only) Interest Period will end on (but exclude or, in respect of Uncertificated Swedish Notes, and include) the earlier of the Maturity Date and the Scheduled Maturity Date, the last Interest Payment Date will be the Maturity Date and the Interest Calculation Amount will be as specified in paragraph (a) to (g) below:

(a) *If the Observed Interest option is specified as Not Applicable in the related Final Terms and if the Accrual of Interest upon Credit Event option specified in the related Final Terms is Accrued Interest upon Credit Event*: In respect of each Interest Period, the Interest Calculation Amount will be calculated on the fourth Business Day (or in respect of Uncertificated Swedish Notes or Uncertificated Finnish Notes, the twelfth Business Day) preceding the relevant Interest Payment Date and be an amount

equal to (i) the sum, for each day of such Interest Period, of the Daily Interest Calculation Amount, divided by (ii) the number of days in such Interest Period.

(b) *If the Observed Interest option is specified as Not Applicable in the related Final Terms and if the Accrual of Interest upon Credit Event option specified in the related Final Terms is No Accrued Interest upon Credit Event:* In respect of each Interest Period, the Interest Calculation Amount will be an amount equal to the Daily Interest Calculation Amount as of the fourth Business Day (or in respect of Uncertificated Swedish Notes or Uncertificated Finnish Notes, the twelfth Business Day) preceding the relevant Interest Payment Date.

(c) *If the Observed Interest option is specified as Not Applicable in the related Final Terms and if (i) the Accrual of Interest upon Credit Event option specified in the related Final Terms is Accrued Interest upon Credit Event and (ii) there is only one Interest Period*: The Interest Calculation Amount will be an amount, calculated on the fourth Business Day (or in respect of Uncertificated Swedish Notes or Uncertificated Finnish Notes, the twelfth Business Day) preceding the Interest Payment Date equal to (i) the sum, for each day of the Interest Period, of the Daily Interest Calculation Amount, divided by (ii) the number of days in the Interest Period.

(d) *If the Observed Interest option is specified as Not Applicable in the related Final Terms and if (i) the Accrual of Interest upon Credit Event option specified in the related Final Terms is No Accrued Interest upon Credit Event and (ii) there is only one Interest Period:* The Interest Calculation Amount will be an amount equal to the Daily Interest Calculation Amount as of the fourth Business Day (or in respect of Uncertificated Swedish Notes or Uncertificated Finnish Notes, the twelfth Business Day) preceding the Interest Payment Date.

(e) *Only if European Settlement is specified in the related Final Terms, if the Observed Interest option is specified as Not Applicable in the related Final Terms and if the Accrual of Interest upon Credit Event option specified in the related Final Terms is Guaranteed Coupon*: The Interest Calculation Amount will be the Daily Interest Calculation Amount as at the Issue Date.

(f) *If the Observed Interest option is specified as Applicable in the related Final Terms and the Accrual of Interest upon Credit Event option specified in the related Final Terms is Accrued Interest upon Credit Event:* In respect of each Interest Period, the Interest Calculation Amount will be calculated on the relevant Interest Observation Date and be an amount equal to (i) the sum, for each day of such Interest Period, of the Daily Interest Calculation Amount, divided by (ii) the number of days in such Interest Period.

(g) *If the Observed Interest option is specified as Applicable in the related Final Terms and the Accrual of Interest upon Credit Event option specified in the related Final Terms is No Accrued Interest upon Credit Event:* In respect of each Interest Period, the Interest Calculation Amount will be an amount equal to the Daily Interest Calculation Amount as of the relevant Interest Observation Date.

1.3.3 Common provisions to Single Name Notes, First-to-Default Notes, Basket Notes and Tranche Notes

For the avoidance of doubt, except in the case of a Guaranteed Coupon, if a Notice of Pending Credit Event is delivered to the Noteholders, payment of interest on the Notes, or, in the case of Basket Notes or Tranche Notes, on the portion of the Interest Calculation Amount relating to the relevant Reference Entity, will be deferred until:

(A) if a Credit Event Notice is delivered in relation to the relevant event, the Maturity Date, or in the case of Basket Notes or Tranche Notes, the Scheduled Maturity Date or the Maturity Date, as the case may be; or

(B) the date that is 10 Payment Business Days (or in respect of Uncertificated Swedish Notes or Uncertificated Finnish Notes, 18 Payment Business Days) following the publication of a DC No Credit Event Announcement;

(C) if no DC No Credit Event Announcement is published and no Credit Event Notice is delivered in relation to the relevant event, the date that is 100 Business Days + 10 Payment Business Days (or in respect of Uncertificated Swedish Notes or Uncertificated Finnish Notes, 100 Business Days + 18 Payment Business Days) following the Credit Event Resolution Request Date (all as defined in Condition 2 below).

For the avoidance of doubt, (x) should a Credit Event Determination Date occur within an Interest Period less than four Business Days (or in respect of Uncertificated Swedish Notes or Uncertificated Finnish Notes, twelve Business Days) prior to the relevant Interest Payment Date and the Issuer's payment instructions have already been given in respect of interest payable with respect to such Interest Period, then the Issuer may deduct from the Cash Redemption Amount or the Physical Delivery Amount, as the case may be, the amount of overpaid interest; and (y) if payment of interest is deferred following the delivery of a Notice of Pending Credit Event, no additional interest will be payable on the Suspended Amounts for the period of the deferral.

In relation to Notes which are not Single Name Notes or First-to-Default Notes or Basket Notes or Tranche Notes (all as defined in Condition 2), the provisions relating to interest will be specified in the related Final Terms.

1.4 Credit Event Notice after Restructuring

Upon the occurrence of a Restructuring in the period from and including the First Credit Event Occurrence Date to and including the Last Credit Event Occurrence Date if either "Restructuring Maturity Limitation and Fully Transferable Obligation" or "Modified Restructuring Maturity Limitation and Conditionally Transferable Obligation" is specified as applicable in the related Final Terms:

1.4.1 *Single Name Notes and First-to-Default Notes*

If American Settlement is specified in the related Final Terms:

1.4.1.1 the Calculation Agent may deliver multiple Credit Event Notices with respect to such Restructuring, each such Credit Event Notice setting forth an amount (the **Partial Redemption Amount**) that is less than the Nominal Amount outstanding of each Note immediately prior to the delivery of such Credit Event Notice. In such circumstances the provisions of Condition 1.1, Condition 1.2 or Condition 1.3 shall be deemed to apply to the Partial Redemption Amount only and each such Note shall be redeemed in part (such redeemed part being equal to the Partial Redemption Amount);

1.4.1.2 for the avoidance of doubt (i) the Nominal Amount of each such Note not so redeemed in part shall remain outstanding and, if applicable, interest shall accrue on the Nominal Amount outstanding of such Note as provided in the related Final Terms (adjusted in such manner as the Calculation Agent in its sole and absolute discretion determines to be appropriate) and (ii) the provisions of Condition 1.1, Condition 1.2 or Condition 1.3 shall apply to such Nominal Amount outstanding of such Note in the event that subsequent Credit Event Notices are delivered in respect of a Reference Entity; and

1.4.1.3 on redemption of part of each Note the relevant Note or, if the Notes are represented by a Global Note, such Global Note, shall be endorsed to reflect such partial redemption.

For the avoidance of doubt, the outstanding Nominal Amount of each Note in respect of which no Credit Event Notice has been delivered during the Notice Delivery Period (and, if applicable, no Potential Repudiation/Moratorium or Potential Failure to Pay has occurred on or prior to the Scheduled Last Credit Event Occurrence Date, will be redeemed on the Scheduled Maturity Date.

If European Settlement is specified in the related Final Terms:

1.4.1.4 the Calculation Agent may deliver multiple Credit Event Notices with respect to such Restructuring, each such Credit Event Notice setting forth an amount (the **Partial Redemption Amount**) that is less than the Nominal Amount outstanding of each Note immediately prior to the delivery of such Credit Event Notice. In such circumstances the provisions of Condition 1.1, Condition 1.2 or Condition 1.3 shall apply to the Partial Redemption Amount; and

1.4.1.5 for the avoidance of doubt the provisions of Condition 1.1, Condition 1.2 or Condition 1.3 shall apply to the Nominal Amount of each Note outstanding after reduction by such Partial Redemption Amount in the event that subsequent Credit Event Notices are delivered in respect of a Reference Entity.

1.4.2 *Basket Notes and Tranche Notes*

(a) The Calculation Agent may deliver multiple Credit Event Notices with respect to such Restructuring, each such Credit Event Notice setting forth an amount (the **Partial Restructuring Notional Amount**) that is less than the Reference Entity Notional Amount of the relevant Reference Entity immediately prior to the delivery of such Credit Event Notice. In such circumstances the provisions of Condition 1.2 shall apply to the Partial Restructuring Notional Amount instead of the Reference Entity Notional Amount; and

(b) for the avoidance of doubt, following such Restructuring, the provisions of these Additional Terms and Conditions shall apply in respect of the relevant Reference Entity with such Reference Entity's Reference Entity Weighting being reduced by the ratio of the Partial Restructuring Notional Amount divided by the Reference Portfolio Notional Amount. In the event of the occurrence of further Restructurings with respect to such Reference Entity, the relevant Reference Entity Notional Amount will be further reduced by the relevant Partial Restructuring Notional Amount.

1.5 Multiple Successors

If the Notes are Single Name Notes and if Multiple Successor is specified as Applicable in the related Final Terms the following provisions shall apply:

Where, pursuant to the definition of **Successor** (see Condition 2 of these Additional Terms and Conditions), more than one Successor has been identified, each such Successor (a **Multiple Successor**) shall be a Reference Entity for the purposes of the Conditions, but only in respect of a principal amount of each Note equal to the Nominal Amount divided by the number of Multiple Successors to such Reference Entity (the **Multiple Successor Notional Amount**) as determined by the Calculation Agent. Where Multiple Successors to such Reference Entity (each, a **Sub-Multiple Successor**) have been identified in respect of a Reference Entity (an **Original Multiple Successor**) that is itself a Multiple Successor, each such Sub-Multiple Successor shall be a Reference Entity for the purposes of the Conditions, but the Multiple Successor Notional Amount in respect of a Sub-Multiple Successor shall be equal to the Multiple Successor Notional Amount in respect of such Original Multiple Successor divided by the number of Sub-Multiple Successors to such Original Multiple Successor. Following the delivery of a Credit Event Notice and, if applicable a Notice of Publicly Available Information, in respect of a Multiple Successor, the Notes will not be redeemed in whole but an amount shall be deliverable or, as the case may be, payable in respect of each Note (an **Instalment Amount**) which amount shall be determined in the same manner, *mutatis mutandis,* as the Physical Delivery Amount or Cash Redemption Amount that would otherwise have been determined in respect of such a Credit Event in relation to the original Reference Entity, except that it shall be in respect of a principal amount of each Note equal to the relevant Multiple Successor Notional Amount only. The date of delivery or payment, as the case may be, of any such Instalment Amount (an **Instalment Date**) shall be determined in the same manner, *mutatis mutandis,* as the Physical Settlement Date or Cash Redemption Date that would otherwise have been determined in respect of such a Credit Event in relation to the original Reference Entity. The provisions of Condition 1.3, shall apply, *mutadis mutandis,* to determine the amount of interest that would otherwise have been determined following the occurrence of such a Credit Event in relation to the original Reference Entity, except that it shall be in

respect of a principal amount of each Note equal to the relevant Multiple Successor Notional Amount only. More than one Instalment Amount may be delivered or payable on the same day in respect of different Multiple Successors, but not more than one Credit Event Notice may be delivered in relation to a single Multiple Successor unless a Restructuring occurs in relation to a Multiple Successor, in which case the provisions of Condition 1.4 will apply in respect of each such Multiple Successor. Upon the determination by the Calculation Agent of the identity of Multiple Successors, the Calculation Agent shall determine the modifications required to be made to the Conditions and any other related documents, to preserve substantially the economic effect for a Noteholder of a holding of the Notes and the Issuer shall use its reasonable endeavours to effect such modifications.

If American Settlement is specified as Applicable in the related Final Terms:

Following delivery or payment of an Instalment Amount in respect of a Credit Event relating to a Multiple Successor, the outstanding Nominal Amount of each Note shall be correspondingly reduced by the proportion of such principal amount so redeemed and, if applicable, interest on each Note shall accrue on the reduced Nominal Amount of each Note from the date on which it would otherwise have ceased to accrue following delivery of a Credit Event Notice and, if applicable a Notice of Publicly Available Information in relation to the original Reference Entity.

If European Settlement is specified as Applicable in the related Final Terms:

Following the occurrence of a Credit Event relating to a Multiple Successor, the outstanding Nominal Amount of each Note shall be correspondingly reduced by the proportion of such principal amount and, if applicable, interest on each Note shall accrue on the reduced Nominal Amount of each Note from the date on which it would otherwise have ceased to accrue following delivery of a Credit Event Notice and, if applicable a Notice of Publicly Available Information in relation to the original Reference Entity.

If the Notes are Single Name Notes and if Multiple Successor is specified as Not Applicable in the related Final Terms the following provisions shall apply:

Should more than one Successor succeed to the Reference Entity and a Credit Event occur in respect of any one of them, the Notes will be early redeemed in whole in accordance with the paragraph "Settlement Method" above, as if the Type of Credit Linked Notes was specified as "First-to-Default Notes" in the related Final Terms.

For the avoidance of doubt, this Condition 1.5 will not apply to First-to-Default Notes, Basket Notes and Tranche Notes.

1.6 Notification of Potential Failure to Pay

In the case of the occurrence of a Potential Failure to Pay, as determined by the Calculation Agent in its sole and absolute discretion, the Issuer, or any entity acting on its behalf, shall use its reasonable endeavours to notify the Noteholders as soon as reasonably practical of such occurrence, pursuant to English law Condition 13 and French law Condition 13.

1.7 Partial Redemption and Further Issues

Following any partial redemption of the Notes (pursuant to English law Condition 5 and to French law Condition 5) or any further issue (pursuant to English law Condition 15 to French law Condition 14), each of the following amounts will be multiplied by the ratio of (i) the number of Notes in circulation after such partial redemption or further issue divided by (ii) the number of Notes in circulation just before such partial redemption or further issue:

(A) for Single Name Notes and First-to-Default Notes, the Aggregate Nominal Amount;

(B) for Basket Notes which are not Tranche Notes, (i) the Aggregate Nominal Amount, (ii) the Reference Portfolio Notional Amount and (iii) the Aggregate Loss Amount;

(C) for Tranche Notes, (i) the Aggregate Nominal Amount, (ii) the Reference Portfolio Notional Amount, (iii) the Aggregate Loss Amount, (iv) the Tranche Notional Amount and (v) the Tranche Subordination Amount.

For the avoidance of doubt, any other amount the calculation of which depends on the above amounts will be re-calculated accordingly.

1.8 Hedging Disruption, Increased Cost of Hedging, Change in Law, Merger of a Reference Entity and Société Générale or one of its affiliates, Consequences and Monetisation until the Maturity Date

1.8.1 *Hedging Disruption, Increased Cost of Hedging*

Hedging Disruption means, in respect of Notes that have one or more Reference Entity, that, as determined in good faith by the Calculation Agent, Société Générale or one of its affiliates is unable, after using commercially reasonable efforts, to either (a) acquire, establish, re-establish, substitute, maintain, unwind or dispose of any transaction(s) or asset(s) it deems necessary to hedge the credit price risk (or any other relevant price risk including, but not limited to, the interest rate, equity and currency risk) of entering into and performing its obligations with respect to the Notes or any agreement entered into with the Issuer of the Notes in relation to the Notes; or (b) freely realize, recover, receive, repatriate, remit or transfer the proceeds of any Hedge Positions or any agreement entered into with the Issuer or any of its affiliates in relation to the Notes.

Increased Cost of Hedging means, in respect of Notes that have one or more Reference Entity, that Société Générale or one of its affiliates would incur a materially increased (as compared with circumstances existing on the date(s) on which Société Générale enters into the Hedge Positions in respect of the Notes) amount of tax, duty, expense or fee (other than brokerage commissions) to (a) acquire, establish, re-establish, substitute, maintain, unwind or dispose of any transaction(s) or asset(s) it deems necessary to hedge the credit price risk of entering into and performing its obligations with respect to the Notes or any agreement entered into with the Issuer of the Notes in relation to the Notes or (b) freely realize, recover or remit the proceeds of any Hedge Positions or any agreement entered into with the Issuer or any of its affiliates in relation to the Notes.

1.8.2 *Change in Law*

Change in Law means in respect of Notes that have one or more Reference Entity that, on or after the first to occur of (a) the Issue Date and (b) the trade date of any Hedge Position (i) due to the adoption of any change in any applicable law or regulation (including without limitation, any tax law) or (ii) due to the promulgation of or any change in the interpretation by any court, tribunal or regulatory authority with competent jurisdiction of any applicable law or regulation (including any action taken by a taxing authority), the Calculation Agent determines in good faith that it has become illegal for Société Générale or one of its affiliates to hold, acquire or dispose of Hedge Positions (as defined in Condition 1.8.5) or to maintain the agreement entered into with Société Générale or one of its affiliates by the Issuer of the Notes.

1.8.3 *Merger of a Reference Entity and Société Générale or one of its affiliates*

Merger of a Reference Entity and Société Générale or one of its affiliates means, in respect of Single Name Notes or First-to-Default Notes or Basket Notes, that (i) Société Générale or one of its affiliates consolidates or amalgamates with, or merges into, or transfers all or substantially all its assets to, a Reference Entity or (ii) a Reference Entity consolidates or amalgamates with, or merges into, or transfers all or substantially all its assets to Société Générale or one of its affiliates, or (iii) Société Générale or one of its affiliates and a Reference Entity become affiliates.

1.8.4 *Consequences*

Upon the occurrence, as determined by the Calculation Agent in good faith, on or prior to the fifth Business Day (or in respect of Uncertificated Swedish Notes or Uncertificated Finnish Notes, the thirteenth Business Day) before the Maturity Date of a Hedging Disruption, an Increased Cost of Hedging, Change in Law, or a Merger of a Reference Entity and Société Générale or of one its affiliate then the Calculation Agent may decide, either:

(A) consider such event as an event triggering an early redemption of the Notes (hereafter, an **Early Redemption Event**). In that case where an Early Redemption Event occurs, the Issuer shall terminate its obligations under the Notes and shall pay or cause to be paid an Early Redemption Amount on the basis of the Market Value as defined in English law Condition 5.8 and in French law Condition 5.8; or

(B) if the Hedging Disruption, Increased Cost of Hedging, Change in Law and/or Merger of a Reference Entity and Société Générale or one of its affiliates is related to one or several affected Reference Entities (the **Affected Reference Entity(ies)**), replace the Affected Reference Entity(ies) by a new reference entity (or new reference entities, as relevant) which is (respectively are each) a Similar Reference Entity; or

(C) apply the Monetisation until the Maturity Date.

Following the occurrence of a Hedging Disruption, an Increased Cost of Hedging, Change in Law or Merger of a Reference Entity and Société Générale or one of its affiliates, the Calculation Agent shall notify the Issuer, which shall in its turn notify the Agent and the Noteholders pursuant to the provisions of English law Condition 13 or French law Condition 13 of the relevant adjustment made or decision taken by the Calculation Agent. Details on any adjustment made or decision taken can be obtained by the Noteholders upon request at the Calculation Agent's specified address.

1.8.5 *Monetisation to the Maturity Date*

The Issuer will no longer be liable for any payment, on the Maturity Date or any Interest Payment Date, but instead will, in full and final satisfaction of its obligations, pay an amount described in Conditions 1.8.5.1 or 1.8.5.2 below.

1.8.5.1 *In respect of the redemption of Notes whose Final Redemption Amount as defined in the Final Terms could be as low as zero*

Pursuant to the provisions of Condition 1.8.5, the Issuer shall pay on the Maturity Date an amount per Note, determined by the Calculation Agent, with a minimum of zero, based on (a) the net positive cash amount that the Calculation Agent would be left with on the Full Liquidation Date, as a result of liquidating the Hedge Positions (*inter alia* by meeting liabilities of the Hedge Positions, if any, with the liquidation proceeds of the assets of the Hedge Positions) minus (b) the Associated Costs (the result of this difference (a) minus (b) each converted if necessary in the Specified Currency using the Relevant Spot Exchange Rate on the Full Liquidation Date, is a **Calculation Amount** for the purposes of this provision and of the Compounding Method together with (c) interest that would have accrued on such Calculation Amount pursuant to the Compounding Method, during the period (which for the purposes of this provision and of the Compounding Method shall be a Calculation Period) between (x) the Full Liquidation Date (included) and (y) the Maturity Date (excluded); for the avoidance of doubt, the liquidation proceeds of any assets held by the Calculation Agent as Hedge Positions shall be deemed to be used in priority to extinguish any liability, if any, incurred by the Calculation Agent under its Hedge Positions and the Calculation Amount mentioned above can be as low as zero; or

1.8.5.2 *in respect of the redemption of Notes whose Final Redemption Amount as defined in the Final Terms cannot be in any case lower than an amount strictly positive (the **Minimum Redemption Amount**)*

Pursuant to the provisions of Condition 1.8.5, the Issuer shall pay on the Maturity Date an amount per Note, determined by the Calculation Agent, equal to the sum of (a) the Minimum Redemption Amount and (b) an amount, equal to the positive difference, if any, between:

(i) (a) the net positive cash amount that the Calculation Agent would be left with on the Full Liquidation Date, as a result of liquidating the Hedge Positions (*inter alia* by meeting liabilities of the Hedge Positions, if any, with the liquidation proceeds of the assets of the Hedge Positions) minus (b) the Associated Costs (the result of this difference (a) minus (b), each converted if necessary in the Specified Currency using the Relevant Spot Exchange Rate on the Full Liquidation Date, is a **Calculation Amount** for the purposes of this provision and of the Compounding Method) together with (c) interest that would have accrued on such Calculation Amount pursuant to the Compounding Method, during the period (which for the purposes of this provision and of the Compounding Method shall be a Calculation Period) between (x) the Full Liquidation Date (included) and (y) the Maturity Date (excluded), and (ii) an amount equal to the Minimum Redemption Amount; for the avoidance of doubt, the liquidation proceeds of any assets held by the Calculation Agent as Hedge Positions shall be deemed to be used in priority to extinguish any liability, if any, incurred by the Calculation Agent under its Hedge Positions and the Calculation Amount mentioned above can be as low as zero.

Definitions applicable to this Condition:

Associated Costs means an amount determined by the Calculation Agent in its reasonable discretion equal to the sum of (without duplication) all costs (including, without limitation, cost of funding), losses, expenses, tax and duties incurred by the Calculation Agent (or any of its Affiliates) in connection with the termination, liquidation or re-establishment of the Hedge Positions, such amount to be apportioned pro rata amongst the Specified Denomination (or, if relevant in case of Single Name Notes or First to Default Notes, the Nominal Amount) of each outstanding Note.

Compounding Method means, when interest is specified herein as accruing pursuant to the Compounding Method, that the amount of interest shall be equal to the sum of the Compounding Period Amounts for each Compounding Period in the related Calculation Period,

where:

Adjusted Calculation Amount means (a) in respect of the first Compounding Period of a Calculation Period, the Calculation Amount for that Calculation Period and (b) in respect of any succeeding Compounding Period in that Calculation Period, an amount equal to the sum of the Calculation Amount for that Calculation Period and the Compounding Period Amounts for each of the previous Compounding Periods in that Calculation Period;

Compounding Date means, in respect of a Calculation Period, each Business Day (being a Business Day in Paris) of such Calculation Period;

Compounding Period means, in respect of a Calculation Period, each period from and including a Compounding Date to but excluding the immediately following Compounding Date during that Calculation Period;

Compounding Period Amount means, in respect of a Compounding Period, the product of (a) the Adjusted Calculation Amount, (b) the Compounding Rate and (c) the Day Count Fraction;

Compounding Rate means, in respect of a Compounding Period Amount, the interbank overnight rate in the Specified Currency as determined by the Calculation Agent on the first day of the relevant Compounding Period; notwithstanding this, the Compounding Rates related to the last four Compounding Periods (or in respect of Uncertificated Swedish Notes or Uncertificated Finnish Notes, the last twelve Compounding Periods) in the Calculation Period shall be that of the fifth Compounding Period (or in respect of Uncertificated Swedish Notes or Uncertificated Finnish Notes, the thirteenth

Compounding Period) before the Maturity Date; the specific Compounding Rate used in respect of a Specified Currency shall be available at the office of the Calculation Agent from the first day of a Calculation Period;

Day Count Fraction means, for the purposes of Compounding Method above, the exact number of days in a Compounding Period (the first included and the last excluded), divided by 360.

Full Liquidation Date means, the date on which the liquidation proceeds of the Hedge Positions (including *inter alia* by meeting the liabilities of such Hedge Positions, if any, with the liquidation proceeds of the assets of such Hedge Positions) are deemed, as determined by the Calculation Agent, to be fully received by the Calculation Agent.

Hedge Positions means any purchase, sale, entry into or maintenance, by the Calculation Agent, of one or more (a) positions or contracts in securities, options, futures, derivatives, interest rate transactions or foreign exchange transactions, (b) securities lending/borrowing transactions, (c) any cash deposits or cash borrowings and/or (d) other instruments, arrangements, assets or liabilities howsoever described in order to hedge individually or on a portfolio basis the Notes.

Relevant Spot Exchange Rate means, in respect of a date and an amount to be converted in the Specified Currency, the rate of exchange of the currency in which such amount is denominated into the Specified Currency as determined by the Calculation Agent used to convert such amount on such date into the Specified Currency.

Similar Reference Entity means a reference entity with an equivalent Rating (as defined below) or an equivalent credit risk (if no Rating is available), and to the extent possible as secondary criteria geographic and Transaction Type proximity.

For the purposes of this definition **Rating** means the senior unsecured debt rating assigned by the three rating agencies Moody's Investor Service, Inc., Standard & Poor's, a division of The McGraw-Hill Companies, Inc. and Fitch Ratings or any of them, being understood that if the ratings assigned in respect of an entity are not equivalent, only the highest one(s) will be taken into consideration.

1.9 Additional provisions relating to certain specific Reference Entities

1.9.1 *Additional provisions applicable if a Reference Entity in the applicable Final Terms is "Argentine Republic"*

If "Argentine Republic" is specified as a Reference Entity in the related Final Terms, the following provisions will apply with respect to this Reference Entity:

Notwithstanding the definition of "Obligation" in Condition 2 below, any obligation that is a Bond that was issued on or prior to June 1, 2005 (other than any Bond constituting a New Security (as defined in the **Prospectus Supplement of the Republic of Argentina dated January 10, 2005**[1], as the same may be amended or supplemented)) shall not be considered as an Obligation.

Notwithstanding the definition of ["Deliverable Obligation"]** ["Selected Obligation]"* in Condition 2 below, any obligation that is a Bond that was issued on or prior to June 1, 2005 (other than any Bond constituting a New Security (as defined in the **Prospectus Supplement of the Republic of Argentina dated January 10, 2005**[2], as the same may be amended or supplemented)) shall not be considered as a [Deliverable Obligation]** [Selected Obligation]*.

1.9.2 *Additional provisions applicable if a Reference Entity in the applicable Final Terms is "Hellenic Republic"*

[1] Available on the website : http://www.mecon.gov.ar/finanzas/download/us_prospectus_and_prospectus_supplement.pdf
[2] Available on the website : http://www.mecon.gov.ar/finanzas/download/us_prospectus_and_prospectus_supplement.pdf

If "Hellenic Republic" is specified as a Reference Entity in the related Final Terms, the following provisions will apply with respect to this Reference Entity:

Notwithstanding the definition of "Obligation" in Condition 2 below, any obligation that is of a type included in Borrowed Money Obligation Category and that was issued or incurred, as the case may be, on or prior to February 1, 2012 shall not be considered as a an Obligation.

Notwithstanding the definition of ["Deliverable Obligation"]** ["Selected Obligation"]* in Part 2 below,, any obligation that is a Bond or a Loan that was issued or incurred, as the case may be, on or prior to February 1, 2012 shall not be an considered as a [Deliverable Obligation]** [Selected Obligation]*.

1.9.3 *Additional provisions applicable if a Reference Entity in the applicable Final Terms is "Republic of Hungary"*

If "Republic of Hungary" is specified as a Reference Entity in the related Final Terms, the following provisions will apply with respect to this Reference Entity:

Notwithstanding the definition of "Obligation" in Condition 2 below, "Obligation" shall also include any National Bank of Hungary Obligation for the purposes of the relevant Final Terms where:

National Bank of Hungary Obligation means any obligation of the National Bank of Hungary (either directly or as provider of a Qualifying Affiliate Guarantee, or, if All Guarantees is specified as applicable in the related Final Terms, as provider of any Qualifying Guarantee) and any Successor:

(i) which has the Obligation Characteristic "Not Subordinated", where solely for the purpose of the definition of "Not Subordinated", the National Bank of Hungary shall be deemed to be a Reference Entity in respect of which a Reference Obligation has not been specified;
(ii) which is described by the Obligation Category specified in respect of the Republic of Hungary;
(iii) which has each of the Obligation Characteristics specified in respect of the Republic of Hungary; and
(iv) in relation to which the occurrence or existence of an Event of Default (as defined below) will cause any obligation of the Republic of Hungary in respect of Borrowed Money to become, with the lapse of any grace period and subject to any other requirements under the terms of such Borrowed Money obligation (including requirements as to the amounts of such default), immediately due and payable pursuant to the terms of such Borrowed Money obligation.

Notwithstanding the definition of ["Deliverable Obligation"]** ["Selected Obligation"]* in Condition 2 below, ["Deliverable Obligation"]** ["Selected Obligation"]* shall also include any [National Bank of Hungary Deliverable Obligation]** [National Bank of Hungary Selected Obligation]* for the purposes of the relevant Final Terms where:

[**National Bank of Hungary Deliverable Obligation**]** [**National Bank of Hungary Selected Obligation**]* means any obligation of the National Bank of Hungary (either directly or as provider of a Qualifying Affiliate Guarantee or, if All Guarantees is specified as applicable in the related Final Terms, as provider of any Qualifying Guarantee) and any Successor:

(i) which has the [Deliverable Obligation Characteristic]** [Selected Obligation Characteristic]* "Not Subordinated", where solely for the purposes of this definition of "Not Subordinated" the National Bank of Hungary shall be deemed to be a Reference Entity in respect of which a Reference Obligation has not been specified;
(ii) which is described by the [Deliverable Obligation Category]** [Selected Obligation Category]* specified in respect of the Republic of Hungary;
(iii) which has each of the [Deliverable Obligation Characteristics]** [Selected Obligation Characteristics]* specified in respect of the Republic of Hungary; and

(iv) in relation to which the occurrence or existence of an Event of Default (as defined below) will cause any obligation(s) of the Republic of Hungary in respect of Borrowed Money, to become, with the lapse of any grace period and subject to any other requirements under the terms of such Borrowed Money obligation (including requirements as to the amounts of such default), immediately due and payable, pursuant to the terms of such Borrowed Money obligation.

Event of Default means any failure by the National Bank of Hungary as issuer or obligor or guarantor of the relevant obligation, to make, when due any payment of principal or premium or prepayment charge or interest, if any, on such obligation.

For the purposes only of construing the terms "National Bank of Hungary Obligation", "National Bank of Hungary Deliverable Obligation" and "National Bank of Hungary Selected Obligation" the National Bank of Hungary shall be deemed to be a Reference Entity.

1.9.4 *Additional provisions applicable if a Reference Entity in the applicable Final Terms is "Russian Federation"*

If "Russian Federation" is specified as a Reference Entity in the related Final Terms, the following provisions will apply with respect to this Reference Entity:

Notwithstanding the definition of "Obligation" in Condition 2 below, any obligation that is, in the determination of the Calculation Agent, "IANs", "MinFins" or "PRINs" shall not be an "Obligation".

Notwithstanding the definition of ["Deliverable Obligation"]** ["Selected Obligation"]* in Condition 2 below, any obligation that is, in the determination of the Calculation Agent, "IANs", MinFins" or "PRINs" shall not be a ["Deliverable Obligation"]** ["Selected Obligation"]*.

IANs means floating rate interest notes due 2002 and 2015 issued by Vnesheconombank of the USSR pursuant to the Restructuring Agreement and an Exchange Agreement, dated as of 6 October 1997, among Vnesheconombank of the USSR, the Closing Agent and Participating Creditors named therein.

MinFins (also known as "OVVZs" or "Taiga" bonds) means Internal Government Hard Currency Bonds issued by the Ministry of Finance of the Russian Federation representing (i) restructured debt of the former USSR (Series II, III, IV, V and VIII) or (ii) debt of the Russian Federation issued in 1996 (Series VI and VII).

PRINs means Vnesheconombank's loans arising under a Restructuring Agreement and an Exchange Agreement dated as of 6 October 1997, among Vnesheconombank of the USSR, the Closing Agent and Participating Creditors named therein.

1.9.5 *Additional provisions applicable if a Reference Entity in the applicable Final Terms is "STMicroelectronics N.V."*

If "STMicroelectronics N.V." is specified as a Reference Entity in the related Final Terms, the following provisions will apply with respect to this Reference Entity:

1.9.5.1 If Cash Settlement is applicable in the related Final Terms:

With respect to the Reference Entity "STMicroelectronics N.V.", if the USD 1,217,000,000 Zero Coupon Senior Convertible Bond due 2013 issued by STMicroelectronics N.V. is a Selected Obligation; and such Selected Obligation is not immediately due and payable as of the relevant Credit Valuation Date, for the purpose of determining the Quotation Amount of such Selected Obligation, the outstanding principal balance of such Selected Obligation shall be deemed to be the amount payable on the scheduled maturity date of such Selected Obligation.

1.9.5.2 If Physical Settlement is applicable in the related Final Terms:

With respect to the Reference Entity "STMicroelectronics N.V.", if the USD 1,217,000,000 Zero Coupon Senior Convertible Bond due 2013 issued by STMicroelectronics N.V. is a Specified Deliverable Obligation; and such Specified Deliverable Obligation is not immediately due and payable as of the date where such Specified Deliverable Obligation is Delivered, the outstanding principal balance of such Specified Deliverable Obligation shall be deemed to be the amount payable on the scheduled maturity date of such Specified Deliverable Obligation.

1.9.6 *Additional provisions applicable if a Reference Entity in the applicable Final Terms is a "Monoline Insurer" (as such term is defined below)*

If a Reference Entity in the related Final Terms is a "Monoline Insurer", then the following provisions will apply with respect to this Reference Entity:

1.9.6.1 Specific Definitions

Monoline Insurer means the entities (i) listed in the Monoline Insurer Reference Entities document published by ISDA on August 31, 2010 which Current Reference Entity Name (as such term is defined in this document) is ACA Financial Guaranty Corporation, Ambac Assurance Corporation, Assured Guaranty Corp., CDC IXIS Financial Guaranty North America, Inc, Financial Guaranty Insurance Company (FGIC), Assured Guaranty Municipal Corp., MBIA Insurance Corporation, Radian Asset Assurance Inc., Syncora Guarantee Inc or any Successor or (ii) added to the list of sub-paragraph (i) above by any document published by ISDA which would modify and/or cancel and replace the Monoline Insurer Reference Entities document.

Qualifying Policy means a financial guaranty insurance policy or similar financial guarantee pursuant to which a Reference Entity irrevocably guarantees or insures all Instrument Payments (as defined below) of an instrument that constitutes Borrowed Money (modified as set forth below) (the "**Insured Instrument**) for which another party (including a special purpose entity or trust) is the obligor (the **Insured Obligor**). Qualifying Policies shall exclude any arrangement (i) structured as a surety bond, letter of credit or equivalent legal arrangement or (ii) pursuant to the express contractual terms of which the payment obligations of the Reference Entity can be discharged or reduced as a result of the occurrence or non-occurrence of an event or circumstance (other than the payment of Instrument Payments). Whether Cash Settlement or Physical Settlement is applicable in the relevant Final Terms, in particular for the purpose of the determination of Obligation and [Deliverable Obligation]** [Selected Obligation]* in Condition 1.9.6.2 below, the benefit of a Qualifying Policy must be capable of being Delivered together with the Delivery of the Insured Instrument.

Instrument Payments means (A) in the case of any Insured Instrument that is in the form of a pass-through certificate or similar funded beneficial interest, (x) the specified periodic distributions in respect of interest or other return on the Certificate Balance on or prior to the ultimate distribution of the Certificate Balance and (y) the ultimate distribution of the Certificate Balance on or prior to a specified date and (B) in the case of any other Insured Instrument, the scheduled payments of principal and interest, in the case of both (A) and (B) (1) determined without regard to limited recourse or reduction provisions of the type described in Condition 1.9.6.4 below and (2) excluding sums in respect of default interest, indemnities, tax gross-ups, make-whole amounts, early redemption premiums and other similar amounts (whether or not guaranteed or insured by the Qualifying Policy).

Certificate Balance means, in the case of an Insured Instrument that is in the form of a pass-through certificate or similar funded beneficial interest, the unit principal balance, certificate balance or similar measure of unreimbursed principal investment.

1.9.6.2 **Obligation and [Deliverable Obligation]** [Selected Obligation]*.** Subparagraph (A) of the definition of "Obligation" in the Condition 2 below and subparagraph (B) of the definition of "[Deliverable

Obligation]** [Selected Obligation]*" in Condition 2 below are amended by adding "or Qualifying Policy" after "or as provider of a Qualifying Affiliate Guarantee".

1.9.6.3 **Interpretation of Provisions.** In the event that an Obligation or a [Deliverable Obligation]** [Selected Obligation]* is a Qualifying Policy, the terms of (x) the second part of the definition of "Qualifying Guarantee" in Condition 2 below, starting with "In the event that an Obligation" and (y) the definitions of "Due and Payable Amount" and "outstanding principal balance" of Condition 2 below will apply, with references to the Qualifying Guarantee, the Underlying Obligation and the Underlying Obligor deemed to include the Qualifying Policy, the Insured Instrument and the Insured Obligor, respectively, except that:

(i) the Obligation Category Borrowed Money and the Obligation Category and [Deliverable Obligation]** [Selected Obligation]* Category Bond shall be deemed to include distributions payable under an Insured Instrument in the form of a pass-through certificate or similar funded beneficial interest, the [Deliverable Obligation]** [Selected Obligation]* Category Bond shall be deemed to include such an Insured Instrument, and the terms "obligation" and "obligor" as used in these Additional Terms and Conditions for Credit Linked Notes in respect of such an Insured Instrument shall be construed accordingly;

(ii) references in the definitions of "Assignable Loan" and "Consent Required Loan" in Condition 2 below to the guarantor and guaranteeing shall be deemed to include the insurer and insuring, respectively;

(iii) neither the Qualifying Policy nor the Insured Instrument must satisfy on the relevant date the [Deliverable Obligation Characteristic]** [Selected Obligation Characteristic]* of Accelerated or Matured, whether or not that characteristic is otherwise specified as applicable in the relevant Final Terms";

(iv) if the Assignable Loan, Consent Required Loan or Transferable [Deliverable Obligation Characteristics]** [Selected Obligation Characteristics]* are specified as "Applicable" in the Final Terms and if the benefit of the Qualifying Policy is not transferred as part of any transfer of the Insured Instrument, the Qualifying Policy must be transferable at least to the same extent as the Insured Instrument;

(v) with respect to an Insured Instrument in the form of a pass-through certificate or similar funded beneficial interest, the term "outstanding principal balance" shall mean the outstanding Certificate Balance and "maturity", as such term is used in the Maximum Maturity [Deliverable Obligation Characteristic]** [Selected Obligation Characteristic]*, shall mean the specified date by which the Qualifying Policy guarantees or insures, as applicable, that the ultimate distribution of the Certificate Balance will occur; and

(vi) For purposes of the application of the Obligation Characteristics or the [Deliverable Obligation Characteristics]** [Selected Obligation Characteristics]*, only the Qualifying Policy must satisfy on the relevant date the Obligation Characteristic or the [Deliverable Obligation Characteristic]** [Selected Obligation Characteristic]* of "Not Subordinated", if "Not Subordinated" is specified as "Applicable" in the Final Terms.

1.9.6.4 **Not Contingent.** An Insured Instrument will not be regarded as failing to satisfy the Not Contingent [Deliverable Obligation Characteristic]** [Selected Obligation Characteristic]* solely because such Insured Instrument is subject to provisions limiting recourse in respect of such Insured Instrument to the proceeds of specified assets (including proceeds subject to a priority of payments) or reducing the amount of any Instrument Payments owing under such Insured Instrument, provided that such provisions are not applicable to the Qualifying Policy by the terms thereof and the Qualifying Policy continues to guarantee or insure, as applicable, the Instrument Payments that would have been required to be made absent any such limitation or reduction.

1.9.6.5 **Deliver.** For purposes of the definition of "Deliver" in Condition 2 below, "Deliver" with respect to an obligation that is a Qualifying Policy means to Deliver both the Insured Instrument and the benefit of the Qualifying Policy (or a custodial receipt issued by an internationally recognized custodian representing an interest in such an Insured Instrument and the related Qualifying Policy), and "Delivery" and "Delivered" will be construed accordingly.

1.9.6.6 **Provisions for Determining a Successor.** The definition of "succeed" in Condition 2 below is amended by adding "or insurer" after "or guarantor".

1.9.6.7 **Substitute Reference Obligation.** The definition of "Substitute Reference Obligation" in Condition 2 below is amended by adding "or Qualifying Policy" after "or as provider of a Qualifying Affiliate Guarantee" in the first paragraph and paragraph (b) thereof. For purposes of part (a)(ii)(B) of the definition of "Substitute Reference Obligation" in Condition 2 below, references to the Qualifying Guarantee and the Underlying Obligation shall be deemed to include the Qualifying Policy and the Insured Instrument, respectively.

1.9.6.8 **Restructuring.**

(a) With respect to an Insured Instrument that is in the form of a pass-through certificate or similar funded beneficial interest or a Qualifying Policy with respect thereto, part (A)(1) to (5) in the definition of "Restructuring" of Condition 2 below is amended to read as follows:

(1) a reduction in the rate or amount of the Instrument Payments described in clause (A)(x) of the definition of "Instrument Payment" that are guaranteed or insured by the Qualifying Policy;
(2) a reduction in the amount of the Instrument Payments described in clause (A)(y) of the definition of "Instrument Payment" that are guaranteed or insured by the Qualifying Policy;
(3) a postponement or other deferral of a date or dates for either (A) the payment or accrual of the Instrument Payments described in clause (A)(x) of the definition of "Instrument Payment" or (B) the payment of the Instrument Payments described in clause (A)(y) of the definition of "Instrument Payment", in each case that are guaranteed or insured by the Qualifying Policy;

(4) a change in the ranking in priority of payment of (A) any Obligation under a Qualifying Policy in respect of Instrument Payments, causing the Subordination of such Obligation to any other Obligation or (B) any Instrument Payments, causing the Subordination of such Insured Instrument to any other instrument in the form of a pass-through certificate or similar funded beneficial interest issued by the Insured Obligor, it being understood that, for this purpose, Subordination will be deemed to include any such change that results in a lower ranking under a priority of payments provision applicable to the relevant Instrument Payments; or

(5) any change in the currency or composition of any payment of Instrument Payments that are guaranteed or insured by the Qualifying Policy to any currency which is not a Permitted Currency.

(b) Subparagraph (B)(3) of the definition of "Restructuring" in Condition 2 below is deleted in its entirety and replace by the following:

"the occurrence of, agreement to or announcement of any of the events described in paragraphs (A)(1) to (A)(5) above in circumstances where such event does not directly or indirectly result from a deterioration in the creditworthiness or financial condition of the Reference Entity or, in the case of Qualifying Policy and an Insured Instrument, where (A) the Qualifying Policy continues to guarantee or insure, as applicable, that the same Instrument Payments will be made on the same dates on which the Qualifying Policy guaranteed or insured that such Instrument Payments would

be made prior to such event and (B) such event is not a change in the ranking in the priority of payment of the Qualifying Policy".

(c) Paragraphs (C) and (D) of the definition of "Restructuring" in Condition 2 below are deleted in their entirety and replaced by the following:

"(C) For the purposes of paragraphs (A) and (B) above and, unless Multiple Holder Obligation is specified as Not Applicable in the related Final Terms, paragraph (E) below and the definition of Multiple Holder Obligation, the term Obligation shall be deemed to include Underlying Obligations for which the Reference Entity is acting as provider of a Qualifying Affiliate Guarantee or, if All Guarantees is specified as Applicable in the related Final Terms, as provider of any Qualifying Guarantee. In the case of a Qualifying Guarantee and an Underlying Obligation, references to the Reference Entity in paragraph (A) above shall be deemed to refer to the Underlying Obligor and the reference to the Reference Entity in paragraph (B) above shall continue to refer to the Reference Entity.

(D) For the purposes of paragraphs (A) and (B) above and, unless Multiple Holder Obligation is specified as Not Applicable in the related Final Terms, paragraph (E) below and the definition of Multiple Holder Obligation, the term Obligation shall be deemed to include Insured Instruments for which the Reference Entity is acting as provider of a Qualifying Policy. In the case of a Qualifying Policy and an Insured Instrument, references to the Reference Entity in paragraph (A) above shall be deemed to refer to the Insured Obligor and the reference to the Reference Entity in bparagraph (B) above shall continue to refer to the Reference Entity.

(E) Unless Multiple Holder Obligation is specified as Not Applicable in the related Final Terms, then, notwithstanding anything to the contrary in paragraphs (A), (B), (C) and (D) above, the occurrence of, agreement to or announcement of any of the events described in paragraphs (A)(1) to (A)(5) above shall not be a Restructuring unless the Obligation in respect of any such events is a Multiple Holder Obligation."

1.9.6.9 **Fully Transferable Obligation and Conditionally Transferable Obligation.** In the event that a Fully Transferable Obligation or Conditionally Transferable Obligation is a Qualifying Policy, the Insured Instrument must meet the requirements of the relevant definition and, if the benefit of the Qualifying Policy is not transferred as part of any transfer of the Insured Instrument, the Qualifying Policy must be transferable at least to the same extent as the Insured Instrument. References in the definition of "Conditionally Transferable Obligation" to the guarantor and guaranteeing shall be deemed to include the insurer and insuring, respectively. With respect to an Insured Instrument in the form of a pass-through certificate or similar funded beneficial interest, the term "final maturity date", as such term is used in the definitions of "Restructuring Maturity Limitation and Fully Transferable Obligation", "Modified Restructuring Maturity Limitation and Conditionally Transferable Obligation" and "Restructuring Maturity Limitation Date" in Condition 2 below, shall mean the specified date by which the Qualifying Policy guarantees or insures, as applicable, that the ultimate distribution of the Certificate Balance will occur.

1.9.6.10 **Other Provisions.** For purposes of part (B)(iii) of the definition of ["Deliverable Obligation"]** ["Selected Obligation"]*", the definition of "Credit Event" and the definition of "Deliver" in Condition 2 below, references to the Underlying Obligation and the Underlying Obligor shall be deemed to include Insured Instruments and the Insured Obligor, respectively. Any transfer or similar fee reasonably incurred by the Issuer or Société Générale in connection with the Delivery of a Qualifying Policy and payable to the Reference Entity in respect thereof shall be deducted from the [Physical Delivery Amount]** [Cash Redemption Amount]* equally on the [Physical Settlement Date]** [Cash Redemption Date]*.

2. DEFINITIONS

Accelerated or Matured means an obligation under which the total amount owed, whether at maturity, by reason of acceleration, upon termination or otherwise (other than amounts in respect of default interest, indemnities, tax gross-ups and other similar amounts), is, or on or prior to the [Physical Settlement Date]** [Credit Valuation Date]* will be, due and payable in full in accordance with the terms of such obligation, or would have been but for, and without regard to, any limitation imposed under any applicable insolvency laws.

Accreted Amount means, with respect to an Accreting Obligation, an amount, determined by the Calculation Agent, to be equal to (a) the sum of (i) the original issue price of such obligation and (ii) the portion of the amount payable at maturity that has accreted in accordance with the terms of the obligation (or as otherwise described below), less (b) any cash payments made by the obligor thereunder that, under the terms of such obligation, reduce the amount payable at maturity (unless such cash payments have been accounted for in paragraph (a)(ii) above), in each case calculated as of the earlier of (A) the date on which any event occurs that has the effect of fixing the amount of a claim in respect of principal and (B) the [Physical Settlement Date or]** applicable Credit Valuation Date[, as the case may be]*. If an Accreting Obligation is expressed to accrete pursuant to a straight-line method or if such Obligation's yield to maturity is not specified in, nor implied from, the terms of such Obligation, then for purposes of paragraph (a)(ii) above, the Accreted Amount shall be calculated using a rate equal to the yield to maturity of such Obligation. Such yield shall be determined on a semi-annual bond equivalent basis using the original issue price of such Obligation, and shall be determined as of the earlier of (A) the date on which any event occurs that has the effect of fixing the amount of a claim in respect of principal and (B) the [Physical Settlement Date or]** applicable Credit Valuation Date [, as the case may be]*. The Accreted Amount shall exclude, in the case of an Exchangeable Obligation, any amount that may be payable under the terms of such obligation in respect of the value of the Equity Securities for which such obligation is exchangeable.

Accreting Obligation means any obligation (including, without limitation, a Convertible Obligation or an Exchangeable Obligation), the terms of which expressly provide for an amount payable upon acceleration equal to the original issue price (whether or not equal to the face amount thereof) plus an additional amount or amounts (on account of original issue discount or other accruals of interest or principal not payable on a periodic basis) that will or may accrete, whether or not (a) payment of such additional amounts is subject to a contingency or determined by reference to a formula or index, or (b) periodic cash interest is also payable. With respect to any Accreting Obligation, **outstanding principal balance** means the Accreted Amount thereof.

Accrual of Interest upon Credit Event means No accrued Interest upon Credit Event or Accrued Interest upon Credit Event or Guaranteed Coupon as specified in the related final Terms.

Accrued Interest upon Credit Event means in respect of Credit Linked Notes that the Accrual of Interest upon Credit Event specified in the related Final Terms is specified as “Accrued Interest upon Credit Event”.

Additional LPN means any bond issued in the form of a loan participation note (an **LPN**) by an entity (the **LPN Issuer**) for the sole purpose of providing funds for the LPN Issuer to (A) finance a loan to the Reference Entity (the **Underlying Loan**); or (B) provide finance to the Reference Entity by way of a deposit, loan or other Borrowed Money instrument (the **Underlying Finance Instrument**); provided that, (i) either (a) in the event that there is an Underlying Loan with respect to such LPN the Underlying Loan satisfies the Obligation Characteristics specified in respect of the Reference Entity; or (b) in the event that there is an Underlying Finance Instrument with respect to such LPN the Underlying Finance Instrument satisfies the Not Subordinated, Not Domestic Law and Not Domestic Currency Obligation Characteristics; (ii) the LPN satisfies the following Deliverable Obligation Characteristics or Selected Obligation Characteristics (as applicable): Transferable, Not Bearer, Specified Currency- Standard Specified Currencies, Not Domestic Law, Not Domestic Issuance; and (iii) the LPN Issuer has, as of the issue date of such obligation, granted a First Ranking Interest over or in respect of certain of its rights in relation to the relevant Underlying Loan or Underlying Finance Instrument (as applicable) for the benefit of the holders of the LPNs.

Additional Obligation means each of the obligations listed as an Additional Obligation of the Reference Entity in the Final Terms or set forth on the relevant LPN Reference Obligations List, as published by Markit Group Limited, or any successor thereto, as of the Issue Date, which list is currently available at http://www.markit.com/marketing/services.php.

Affiliate means, in relation to any person, any entity controlled, directly or indirectly, by the person, any entity that controls, directly or indirectly, the person or any entity directly or indirectly under common control with the person. For this purpose, **control** of any entity or person means ownership of a majority of the voting power of the entity or person.

Aggregate Loss Amount means at any time:

(A) for a Basket Note that is not a Tranche Note, the aggregate of the Loss Amount in respect of all Reference Entities in respect of which a Credit Event Determination Date has occurred; or

(B) for a Tranche Note, the lowest of:

(i) the Tranche Notional Amount; and

(ii) the highest of (x) zero and (y) the difference between (xx) the aggregate of the Loss Amount for all Reference Entities in respect of which a Credit Event Determination Date has occurred and (xy) the Tranche Subordination Amount.

American Settlement means in respect of Credit Linked Notes that the Settlement Type specified in the related Final Terms is "American".

Assignable Loan means a Loan that is capable of being assigned or novated to, at a minimum, commercial banks or financial institutions (irrespective of their jurisdiction of organisation) that are not then a lender or a member of the relevant lending syndicate, without the consent of the relevant Reference Entity or the guarantor, if any, of such Loan (or the consent of the applicable borrower if such Reference Entity is guaranteeing such Loan) or any agent. If the [Deliverable]**[Selected]* Obligation Characteristic Assignable Loan is specified as Applicable in the related Final Terms, such Final Terms shall be construed as though such [Deliverable]**[Selected]* Obligation Characteristic had been specified as a [Deliverable]**[Selected]* Obligation Characteristic only with respect to Loans and shall only be relevant if Loans are covered by the specified [Deliverable]**[Selected]* Obligation Category).

Attachment Point: means in respect of Tranche Notes, the number (expressed as a percentage of the Reference Portfolio Notional amount) specified in the related Final Terms.

Auction Method means that, in respect of a Reference Entity in respect of which a Credit Event Determination Date has occurred, the Final Value will be determined pursuant to the relevant Transaction Auction Settlement Terms.

Bankruptcy means a Reference Entity:

(A) is dissolved (other than pursuant to a consolidation, amalgamation or merger);

(B) becomes insolvent or is unable to pay its debts or fails or admits in writing in a judicial, regulatory or administrative proceeding or filing its inability generally to pay its debts as they become due;

(C) makes a general assignment, arrangement or composition with or for the benefit of its creditors;

(D) institutes or has instituted against it a proceeding seeking a judgement of insolvency or bankruptcy or any other relief under any bankruptcy or insolvency law or other similar law

affecting creditors' rights, or a petition is presented for its winding up or liquidation, and, in the case of any such proceeding or petition instituted or presented against it, such proceeding or petition (i) results in a judgement of insolvency or bankruptcy or the entry of an order for relief or the making of an order for its winding up or liquidation or (ii) is not dismissed, discharged, stayed or restrained in each case within thirty calendar days of the institution or presentation thereof;

(E) has a resolution passed for its winding up, official management or liquidation (other than pursuant to a consolidation, amalgamation or merger);

(F) seeks or becomes subject to the appointment of an administrator, provisional liquidator, conservator, receiver, trustee, custodian or other similar official for it or for all or substantially all its assets;

(G) has a secured party take possession of all or substantially all its assets or has a distress, execution, attachment, sequestration or other legal process levied, enforced or sued on or against all or substantially all its assets and such secured party maintains possession, or any such process is not dismissed, discharged, stayed or restrained, in each case within thirty calendar days thereafter; or

(H) causes or is subject to any event with respect to it which, under the applicable laws of any jurisdiction, has an analogous effect to any of the events specified in (A) to (G) (inclusive) of this definition of Bankruptcy.

Basket Note means a Credit Linked Note indexed on several Reference Entities for which the Type of Credit Linked Notes is specified as “Basket Notes” in the related Final Terms.

Best Available Information means:

(A) in the case of a Reference Entity which files information with its primary securities regulator or primary stock exchange that includes unconsolidated, pro forma financial information which assumes that the relevant Succession Event has occurred or which provides such information to its shareholders, creditors or other persons whose approval of the Succession Event is required, that unconsolidated, pro forma financial information and, if provided subsequently to the provision of unconsolidated, pro forma financial information but before the Calculation Agent makes its determination of the relevant Successor(s), other relevant information that is contained in any written communication provided by the Reference Entity to its primary securities regulator, primary stock exchange, shareholders, creditors or other persons whose approval of the Succession Event is required; or

(B) in the case of a Reference Entity which does not file with its primary securities regulators or primary stock exchange, and which does not provide to shareholders, creditors or other persons whose approval of the Succession Event is required, the information contemplated in (A) above the best publicly available information at the disposal of the Calculation Agent to allow it to make a determination of the relevant Successor(s).

Information which is made available more than fourteen calendar days after the legally effective date of the Succession Event shall not constitute Best Available Information.

Bond means any obligation of a type included in the Borrowed Money Obligation Category that is in the form of, or represented by, a bond, note (other than notes delivered pursuant to Loans), certificated debt security or other debt security and shall not include any other type of Borrowed Money.

Bond or Loan means any obligation that is either a Bond or a Loan.

Borrowed Money means any obligation (excluding an obligation under a revolving credit arrangement for which there are no outstanding, unpaid drawings in respect of principal) for the payment or repayment of borrowed money (which term shall include, without limitation, deposits and reimbursement obligations arising from drawings pursuant to letters of credit).

Business Day means, the days specified in the related Final Terms [and solely for the purposes of physical settlement, if applicable, a day in any other jurisdiction in which a bank must be open in order to effect settlement of any Deliverable Obligations being Delivered]**.

Calculation Agent means Société Générale. The calculations and determinations of the Calculation Agent will be conclusive and binding upon the Issuer and the Noteholders in the absence of manifest error.

Cash Redemption Amount means:

(A) *If the Settlement Method specified in the related Final Terms is Physical Settlement:*

In respect of each Note for which physical settlement is partially or totally Illegal or Impossible, an amount equal to the sum of each Cash Redemption Amount per Undeliverable Obligation; or

(B) *If the Settlement Method specified in the related Final Terms is Cash Settlement:*

(1) In respect of Single Name Notes and First-to-Default Notes, an amount, subject to a minimum of zero, equal to the product of the Final Value multiplied by the Nominal Amount of each Note, minus the Unwind Costs in respect of the Credit Event Determination Date ; or

(2) In respect of Basket Notes and Tranche Notes, an amount, subject to a minimum of zero, equal for each Note to (i) the Relevant Proportion of the difference between the Aggregate Nominal Amount and the Aggregate Loss Amount minus (ii) the aggregate of the Unwind Costs calculated in respect of all Credit Event Determination Dates, as at the Maturity Date.

In relation to Notes which are not Single Name Notes or First-to-Default Notes or Basket Notes or Tranche Notes, the provisions relating to the Cash Redemption Amount will be specified in the related Final Terms.

Cash Redemption Amount per Undeliverable Obligation means, in respect of one Note and an Undeliverable Obligation, the product of (i) the outstanding principal balance of such Undeliverable Obligation and (ii) the final price of such Undeliverable Obligation determined in accordance with Quotation Dealers Method (save as provided below), divided by the number of Notes in respect of which there are such Undeliverable Obligation.

For the avoidance of doubt, where Illegal or Impossible means the inability to purchase the Specified Deliverable Obligations despite the Issuer's reasonable efforts, the final price of the Undeliverable Obligation will be determined in accordance with Auction Method. If no Transaction Auction Settlement Terms are published on or prior to the Credit Valuation Date, such final price will be deemed to be zero.

Cash Redemption Date means a date that is a Payment Business Day:

(A) *If American Settlement is specified in the related Final Terms*:

The day that is four Payment Business Days (or in respect of Uncertificated Swedish Notes or Uncertificated Finnish Notes, twelve Payment Business Days) following the Final Valuation Notice Receipt Date, or in relation to Basket Notes and to Tranche Notes, following the last Final Valuation Notice Receipt Date.

(B) *If European Settlement is specified in the related Final Terms:*

The later of (a) the Scheduled Maturity Date and (b) the day that is four Payment Business Days (or in respect of Uncertificated Swedish Notes or Uncertificated Finnish Notes, twelve Payment Business Days) following the Final Valuation Notice Receipt Date, or in the case of Basket Notes and Tranche Notes, following the last Final Valuation Notice Receipt Date.

Cash Settlement means in respect of Credit Linked Notes that the Settlement Method specified in the related Final Terms is "Cash Settlement".

Conditionally Transferable Obligation means:

(A) *If the Settlement Method specified in the related Final Terms is Physical Settlement:*

A Deliverable Obligation that is either Transferable, in the case of Bonds, or capable of being assigned or novated to all Modified Eligible Transferees without the consent of any person being required, in the case of any Deliverable Obligation other than Bonds, provided, however, that a Deliverable Obligation other than Bonds will be a Conditionally Transferable Obligation notwithstanding that consent of the Reference Entity or the guarantor, if any, of a Deliverable Obligation other than Bonds (or the consent of the relevant obligor if a Reference Entity is guaranteeing such Deliverable Obligation) or any agent is required for such novation, assignment or transfer so long as the terms of such Deliverable Obligation provide that such consent may not be unreasonably withheld or delayed. Any requirement that notification of novation, assignment or transfer of a Deliverable Obligation be provided to a trustee, fiscal agent, administrative agent, clearing agent or paying agent for a Deliverable Obligation shall not be considered to be a requirement for consent for purposes of the definition of Conditionally Transferable Obligation.

Where Modified Restructuring Maturity Limitation applies and a Deliverable Obligation is a Conditionally Transferable Obligation with respect to which consent is required to novate, assign or transfer, then if the requisite consent is refused (whether or not a reason is given for such refusal and, where a reason is given for such refusal, regardless of that reason), or is not received by the Physical Settlement Date (in which case it shall be deemed to have been refused), the cash settlement provisions described in Condition 1 above shall apply.

For purposes of determining whether a Deliverable Obligation satisfies the requirements of the definition of Conditionally Transferable Obligation, such determination shall be made as of the Physical Settlement Date for the Deliverable Obligation, taking into account only the terms of the Deliverable Obligation and any related transfer or consent documents which have been obtained by the Calculation Agent.

(B) *If the Settlement Method specified in the related Final Terms is Cash Settlement*:

A Selected Obligation that is either Transferable, in the case of Bonds, or capable of being assigned or novated to all Modified Eligible Transferees without the consent of any person being required, in the case of any Selected Obligation other than Bonds, provided, however, that a Selected Obligation other than Bonds will be a Conditionally Transferable Obligation notwithstanding that consent of the Reference Entity or the guarantor, if any, of a Selected Obligation other than Bonds (or the consent of the relevant obligor if a Reference Entity is guaranteeing such Selected Obligation) or any agent is required for such novation, assignment or transfer so long as the terms of such Selected Obligation provide that such consent may not be unreasonably withheld or delayed. Any requirement that notification of novation, assignment or transfer of a Selected Obligation be provided to a trustee, fiscal agent, administrative agent, clearing agent or paying agent for a Selected Obligation shall not be considered to be a requirement for consent for purposes of the definition of Conditionally Transferable Obligation.

For purposes of determining whether a Selected Obligation satisfies the requirements of the definition of Conditionally Transferable Obligation, such determination shall be made as of the day on which the Final Value for the Selected Obligation is determined by the Calculation Agent, taking into account only the terms of the Selected Obligation and any related transfer or consent documents which have been obtained by the Calculation Agent.

Consent Required Loan means a Loan that is capable of being assigned or novated with the consent of the relevant Reference Entity or the guarantor, if any, of such Loan (or the consent of the relevant borrower if the relevant Reference Entity is guaranteeing such Loan) or any agent. If the [Deliverable]**[Selected]* Obligation Characteristic Consent Required Loan is specified as Applicable in the related Final Terms, such Final Terms shall be construed as though such [Deliverable]**[Selected]* Obligation Characteristic had been specified as a [Deliverable]**[Selected]* Obligation Characteristic only with respect to Loans (and shall only be relevant if Loans are covered by the specified [Deliverable]**[Selected]* Obligation Category).

Convertible Obligation means any obligation that is convertible, in whole or in part, into Equity Securities solely at the option of holders of such obligation or a trustee or similar agent acting for the benefit only of holders of such obligation (or the cash equivalent thereof, whether the cash settlement option is that of the issuer or of (or for the benefit of) the holders of such obligation).

Credit Derivatives Determinations Committee means the committee established by ISDA for purposes of reaching certain DC Resolutions (as defined in the Rules) (including but not limited to the determination of the occurrence of a Credit Event and the establishment of the Transaction Auction Settlement Terms) in connection with Credit Derivative Transactions, as more fully described in the Rules.

Credit Event means, with respect to a Reference Entity as determined by the Calculation Agent, the occurrence during the period from and including the First Credit Event Occurrence Date up to and including the Last Credit Event Occurrence Date of one or more of Bankruptcy, Failure to Pay, Obligation Acceleration, Obligation Default, Repudiation/Moratorium or Restructuring, as specified in the related Final Terms.

If an occurrence would otherwise constitute a Credit Event, such occurrence will constitute a Credit Event whether or not such occurrence arises directly or indirectly from, or is subject to a defence based upon:

(A) any lack or alleged lack of authority or capacity of a Reference Entity to enter into any Obligation or, as applicable, an Underlying Obligor to enter into any Underlying Obligation;

(B) any actual or alleged unenforceability, illegality, impossibility or invalidity with respect to any Obligation or, as applicable, any Underlying Obligation, however described;

(C) any applicable law, order, regulation, decree or notice, however described, or the promulgation of, or any change in, the interpretation by any court, tribunal, regulatory authority or similar administrative or judicial body with competent or apparent jurisdiction of any applicable law, order, regulation, decree or notice, however described; or

(D) the imposition of, or any change in, any exchange controls, capital restrictions or any other similar restrictions imposed by any monetary or other authority, however described.

A Credit Event need not be continuing on the Credit Event Determination Date.

Credit Event Determination Date means, in relation to a Credit Event with respect to which a Credit Event Notice has been delivered, the earlier of (a) the Credit Event Resolution Request Date and (b) the day on which both the Credit Event Notice and, if applicable, the Notice of Publicly Available Information are delivered to the Relevant Clearing System and/ or the Noteholders.

Credit Event Notice means an irrevocable notice that is effective during the Notice Delivery Period delivered by or on behalf of the Issuer to the Noteholders that describes a Credit Event that occurred on or prior to the Last Credit Event Occurrence Date. A Credit Event Notice must contain a description in reasonable detail of the facts relevant to the determination that a Credit Event has occurred. The Credit Event that is the subject of a Credit Event Notice need not be continuing on the Credit Event Determination Date. If Notice of Publicly Available Information is specified as Applicable in the related Final Terms and a Credit Event Notice contains Publicly Available Information, such Credit Event Notice will also be deemed to be a Notice of Publicly Available Information.

Credit Event Resolution Request Date means, with respect to a notice to ISDA, delivered in accordance with the Rules, requesting that a Credit Derivatives Determinations Committee be convened to Resolve (as defined in the Rules):

(A) whether an event that constitutes a Credit Event has occurred with respect to the relevant Reference Entity or Obligation; and

(B) if the relevant Credit Derivatives Determinations Committee Resolves that such event has occurred, the date of the occurrence of such event,

the date, as publicly announced by ISDA, that the relevant Credit Derivatives Determinations Committee Resolves to be the first date on which such notice was effective and on which the relevant Credit Derivatives Determinations Committee was in possession, in accordance with the Rules, of Publicly Available Information with respect to the DC Resolutions (as defined in the Rules).

Credit Linked Note means a Note in respect of which these Additional Terms and Conditions for Credit Linked Notes and the Credit Linked Notes Provisions in the related Final Terms apply.

Credit Valuation Date means:

(A) *If the Settlement Method is specified as Cash Settlement and Final Value is specified as Fixed Recovery in the related Final Terms:*

The date on which the Credit Event Notice is delivered to the Relevant Clearing System for the information of the Noteholders.

(B) *If the Settlement Method specified in the related Final Terms is Physical Settlement:*

The date that is two Business Days after the Latest Permissible Physical Settlement Date, subject, as the case may be, to Condition 1.1.2.3. PROVIDED THAT if the Calculation Agent is unable to determine the final price of the Undeliverable Obligation on the Credit Valuation Date (the **Original Credit Valuation Date**), the Credit Valuation Date will be such later date, within the fifteen (15) Business Days' period following the Original Credit Valuation Date, on which the Calculation Agent is able to determine such final price.

(C) *If the Settlement Method is specified as Cash Settlement and Final Value is specified as Floating Recovery in the related Final Terms:*

(1) If the Final Value is to be determined pursuant to Auction Method, the auction date or any other date specified by the relevant Transaction Auction Settlement Terms; or

(2) If no Transaction Auction Settlement Terms are published before 140 Business Days after the Credit Event Determination Date, or if the Final Value is to be determined pursuant to Quotation Dealers Method, the Calculation Agent will select in its own discretion a date that is on or before the 160th Business Day following the Credit Event Determination Date (the **Original Credit Valuation Date**),

PROVIDED THAT if the Calculation Agent is unable to determine the Final Value at the latest on the Original Credit Valuation Date, the Credit Valuation Date will be such later date, within the fifteen Business Day period following the Original Credit Valuation Date, on which the Calculation Agent is able to determine the Final Value,

PROVIDED FURTHER THAT, under no circumstances will the Final Value be determined later than the 180th Business Day following the corresponding Credit Event Determination Date.

Daily Interest Calculation Amount means, in respect of any day during an Interest Period:

(A) *If the Notes are Basket Notes (which are not Tranche Notes) and if Interest Recovery is specified as Fixed Interest Recovery in the related Final Terms:*

the sum of (a) the product of (i) the Interest Recovery Rate and (ii) the sum of the Reference Entity Notional Amounts of all the Reference Entities in respect of which a Credit Event Determination Date has occurred on or prior to such day and (b) the sum of the Reference Entity Notional Amounts of all the Reference Entities in respect of which no Credit Event Determination Date has occurred on or prior to such day.

(B) *If the Notes are Basket Notes or Tranche Notes and if Interest Recovery is specified as Floating Interest Recovery in the related Final Terms:*

an amount equal to the Aggregate Nominal Amount minus the Aggregate Loss Amount, provided that any Loss Amount that has not been determined on or before such day, shall be deemed to be equal to the relevant Reference Entity Notional Amount. The difference between the Interest that would have been payable if the Loss Amount had been determined on such date and the Interest actually paid shall be payable following the determination of such Loss Amount and paid either on the first Interest Payment Date after the fourth Business Day (or in respect of Uncertificated Swedish Notes or Uncertificated Finnish Notes, the twelfth Business Day) following the Credit Valuation Date, or if, such determination occurs after the last Interest Payment Date, on the fourth Payment Business Day (or in respect of Uncertificated Swedish Notes or Uncertificated Finnish Notes, the twelfth Payment Business Day) following the corresponding Final Valuation Notice Receipt Date.

(C) *If the Notes are Tranche Notes and if Interest Recovery is specified as Fixed Interest Recovery in the related Final Terms:*

an amount equal to the Aggregate Nominal Amount minus an amount equal to the Aggregate Loss Amount that would be calculated if the Final Value for all Reference Entities in respect of which a Credit Event Determination Date has occurred was deemed to be equal to the Interest Recovery Rate.

DC No Credit Event Announcement means with respect to a Reference Entity, a public announcement by ISDA that the relevant Credit Derivatives Determinations Committee has Resolved, following a Credit Event Resolution Request Date, that the event that is subject of the notice to ISDA resulting in the occurrence of such Credit Event Resolution Request Date does not constitute a Credit Event with respect to such Reference Entity (or an Obligation thereof).

Default Requirement means USD 10,000,000 or the amount specified in the Final Terms (or in each case its equivalent in the Obligation Currency as of the occurrence of the relevant Credit Event).

Deliver means to deliver, novate, transfer (including in the case of a Qualifying Guarantee, transfer of the benefit of the Qualifying Guarantee), assign or sell, as appropriate, in the manner customary for the settlement of the applicable Specified Deliverable Obligations (which shall include executing all necessary documentation and taking any other necessary actions), in order to convey all right, title and interest in the Specified Deliverable Obligations to the relevant Noteholder or Noteholders free and clear of any and all liens, charges, claims and encumbrances (including, without limitation, any counterclaim, defence (other than a counterclaim or defence based on the factors set out in paragraphs (B)(1) to

(B)(4) of the definition of Deliverable Obligation below) or right of set-off by or of the Reference Entity or, as applicable, an Underlying Obligor); provided that to the extent that the Deliverable Obligations consist of Qualifying Guarantees, Deliver means to Deliver both the Qualifying Guarantee and the Underlying Obligation. **Delivery** and **Delivered** will be construed accordingly. In the case of a Loan, Delivery shall be effected using documentation substantially in the form of the documentation customarily used in the relevant market for Delivery of such Loan at that time.

Deliverable Obligation means, subject to, if specified as Applicable in the related Final Terms, the provisions contained in the definition of Restructuring Maturity Limitation and Fully Transferable Obligation or (the provisions contained in the Definition of Modified Restructuring Maturity Limitation and Conditionally Transferable Obligation), any of:

(A) the Reference Obligation(s) (if any);

(B) any obligation of a Reference Entity (either directly or as provider of a Qualifying Affiliate Guarantee, or if All Guarantees is specified as Applicable in the related Final Terms, as provider of any Qualifying Guarantee), described by the Deliverable Obligation Category specified in the related Final Terms and having each of the Deliverable Obligation Characteristics, if any, specified in the related Final Terms that (i) is payable in an amount equal to its outstanding principal balance (excluding accrued interest) or Due and Payable Amount, as applicable, (ii) in the case of a Qualifying Guarantee other than a Qualifying Affiliate Guarantee, is capable, at the Physical Settlement Date, of immediate assertion or demand by or on behalf of the holder or holders against the Reference Entity for an amount at least equal to the outstanding principal balance (excluding accrued interest) or Due and Payable Amount, as applicable, being Delivered apart from the giving of any notice of non-payment or similar procedural requirement, it being understood that acceleration of an Underlying Obligation shall not be considered a procedural requirement and (iii) is not subject to a right of set-off by or of a Reference Entity or any applicable Underlying Obligor or any counterclaim or defence, other than a counterclaim or defence based on the following factors:

(1) any lack or alleged lack of authority or capacity of a Reference Entity to enter into any Deliverable Obligations;

(2) any actual or alleged unenforceability, illegality, impossibility or invalidity with respect to any Deliverable Obligations, however described;

(3) any applicable law, order, regulation, decree or notice, however described, or the promulgation of, or any change in, the interpretation by any court, tribunal, regulatory authority or similar administrative or judicial body with competent or apparent jurisdiction of any applicable law, order, regulation, decree or notice, however described; or

(4) the imposition of, or any change in, any exchange controls, capital restrictions or any other similar restrictions imposed by any monetary or other authority, however described.

(C) solely in relation to a Restructuring applicable to a Sovereign Reference Entity, any Sovereign Restructured Deliverable Obligation that (i) is payable in an amount equal to its outstanding principal balance (excluding accrued interest), or Due and Payable Amount, as applicable, (ii) is not subject to any counterclaim, defence (other than a counterclaim or defence based on the factors set forth in paragraphs (B)(1) to (B)(4) of this definition or right of set off by or of the Reference Entity or, as applicable, an Underlying Obligor and (iii) in the case of a Qualifying Guarantee other than a Qualifying Affiliate Guarantee, is capable, at the Physical Settlement Date, of immediate assertion or demand by or on behalf of the holder or holders against the Reference Entity for an amount at least equal to the outstanding principal balance (excluding accrued interest), or Due and Payable Amount, as applicable, being Delivered apart from the

giving of any notice of non-payment or similar procedural requirement, it being understood that acceleration of an Underlying Obligation shall not be considered a procedural requirement;

(D) any other obligation of a Reference Entity specified as such in the related Final Terms.

(1) If the Notes described in the related Final Terms are denominated in Euros:

Where a Specified Deliverable Obligation is denominated in a currency other than Euro, the Calculation Agent will determine the Euro equivalent of such amount by reference to the MEAN price as displayed on Reuters Page ECB37 as of London 12:00 pm on the date on which the Notice of Physical Settlement is effective (or, if the Notice of Physical Settlement is changed on or prior to the Physical Settlement Date, the date on which notice of the last such change is effective) or, if the cash settlement definitions apply, on the Credit Valuation Date, or in such other commercially reasonable manner as it will determine in its sole discretion.

(2) If the Notes described in the related Final Terms are denominated in United States Dollars:

Where a Specified Deliverable Obligation is denominated in a currency other than United States Dollar, the Calculation Agent will determine the United States Dollar equivalent of such amount by reference to the Federal Reserve Bank of New York 10.00 a.m. mid point rate as displayed on Reuters Page FEDSPOT on the date on which the Notice of Physical Settlement is effective (or, if the Notice of Physical Settlement is changed on or prior to the Physical Settlement Date, the date on which notice of the last such change is effective) or, if the cash settlement definitions apply, on the Credit Valuation Date, or in such other commercially reasonable manner as it will determine in its sole discretion.

(3) If the Notes described in the related Final Terms are denominated in Hong Kong Dollars:

Where a Specified Deliverable Obligation is denominated in a currency other than Hong Kong Dollar, the Calculation Agent will determine the Hong Kong Dollar equivalent of such amount by reference to the Federal Reserve Bank of New York 10.00 a.m. mid point rate as displayed on Reuters Page FEDSPOT on the date on which the Notice of Physical Settlement is effective (or, if the Notice of Physical Settlement is changed on or prior to the Physical Settlement Date, the date on which notice of the last such change is effective) or, if the cash settlement definitions apply, on the Credit Valuation Date, or in such other commercially reasonable manner as it will determine in its sole discretion.

Deliverable Obligation Category means any one of Payment, Borrowed Money, Reference Obligations Only, Bond, Loan, or Bond or Loan, as specified in the related Final Terms. In case of Reference Obligations Only, no Deliverable Obligation Characteristics shall be applicable.

Deliverable Obligation Characteristics means any one or more of Not Subordinated, Specified Currency, Not Domestic Currency, Not Sovereign Lender, Not Domestic Law, Listed, Not Contingent, Not Domestic Issuance, Assignable Loan, Consent Required Loan, Transferable, Maximum Maturity, Accelerated or Matured and Not Bearer as specified in the related Final Terms. If any of Payment, Borrowed Money, Loan or Bond or Loan is specified as Deliverable Obligation Category and more than one of Assignable Loan and Consent Required Loan are specified as Deliverable Obligation Characteristics, the Deliverable Obligation may include any Loan that satisfies any one of such Deliverable Obligation Characteristics specified and need not satisfy all such Deliverable Obligation Characteristics.

Detachment Point: means in respect of Tranche Notes the number (expressed as a percentage of the Reference Portfolio Notional Amount) specified in the related Final Terms.

Domestic Currency means the currency specified as such in the related Final Terms and any successor currency. If no currency is specified, the Domestic Currency shall be the lawful currency and any successor currency of (a) the relevant Reference Entity, if the Reference Entity is a Sovereign, or (b) the jurisdiction in which the relevant Reference Entity is organised, if the Reference Entity is not a Sovereign. In no event shall Domestic Currency include any successor currency if such successor currency is the lawful currency of any of Canada, Japan, Switzerland, the United Kingdom, the United States of America and the euro (or any successor currency to any such currency).

Downstream Affiliate means an entity, whose outstanding Voting Shares were, at the date of issuance of the Qualifying Guarantee, more than 50 per cent. owned, directly or indirectly, by the Reference Entity.

Due and Payable Amount means the amount that is due and payable under (and in accordance with the terms of) a [Deliverable]** [Selected]* Obligation on the [Physical Settlement Date]** [Credit Valuation Date]*, whether by reason of acceleration, maturity, termination or otherwise (excluding sums in respect of default interest, indemnities, tax gross-ups and other similar amounts). When used in connection with Qualifying Guarantees, the term Due and Payable Amount is to be interpreted to be the then Due and Payable Amount of the Underlying Obligation which is supported by a Qualifying Guarantee.

Eligible Transferee means each of the following:

(A) (i) any bank or other financial institution; (ii) an insurance or reinsurance company; (iii) a mutual fund, unit trust or similar collective investment vehicle (other than an entity specified in paragraph (C) below); and (iv) a registered or licensed broker or dealer (other than a natural person or proprietorship); provided, however, in each case that such entity has total assets of at least USD 500,000,000;

(B) an Affiliate of an entity specified in the preceding paragraph (A);

(C) each of a corporation, partnership, proprietorship, organisation, trust or other entity: (i) that is an investment vehicle (including, without limitation, any hedge fund, issuer of collateralised debt obligations, commercial paper conduit or other special purpose vehicle) that (1) has total assets of at least USD 100,000,000 or (2) is one of a group of investment vehicles under common control or management having, in the aggregate, total assets of at least USD 100,000,000; (ii) that has total assets of at least USD 500,000,000; or (iii) the obligations of which under an agreement, contract or transaction are guaranteed or otherwise supported by a letter of credit or keepwell, support or other agreement by an entity described in paragraphs (A), (B), (C)(ii) or (D) of this definition; and

(D) a Sovereign, Sovereign Agency or Supranational Organisation.

All references in this definition of Eligible Transferee to USD include equivalent amounts in other currencies.

Enabling Obligation means an outstanding [Deliverable]** [Selected]* Obligation that (a) is a Fully Transferable Obligation or a Conditionally Transferable Obligation, as applicable, and (b) has a final maturity date occurring on or prior to the Scheduled Maturity Date and following the Limitation Date immediately preceding the Scheduled Maturity Date (or, in circumstances where the Scheduled Maturity Date occurs prior to the 2.5-year Limitation Date, following the final maturity date of the Latest Maturity Restructured Bond or Loan, if any).

Equity Securities means (i) in the case of a Convertible Obligation, equity securities (including options and warrants) of the issuer of such obligation or depositary receipts representing those equity securities of the issuer of such obligation together with any other property distributed to or made available to holders of those equity securities from time to time and (ii) in the case of an Exchangeable Obligation,

equity securities (including options and warrants) of a person other than the issuer of such obligation or depositary receipts representing those equity securities of a person other than the issuer of such obligation together with any other property distributed to or made available to holders of those equity securities from time to time.

European Settlement means in respect of Credit Linked Notes that the Settlement Type specified in the related Final Terms is “European”.

Exchangeable Obligation means any obligation that is exchangeable, in whole or in part, for Equity Securities solely at the option of holders of such obligation or a trustee or similar agent acting for the benefit only of holders of such obligation (or the cash equivalent thereof, whether the cash settlement option is that of the issuer or of (or for the benefit of) the holders of such obligation). With respect to any Exchangeable Obligation that is not an Accreting Obligation, outstanding principal balance shall exclude any amount that may be payable under the terms of such obligation in respect of the value of the Equity Securities for which such obligation is exchangeable.

Exercise Cut-off Date means, with respect to a Credit Event:

(A) if such Credit Event is not a Restructuring (or such Credit Event is a Restructuring but neither "Restructuring Maturity Limitation and Fully Transferable Obligation Applicable" nor "Modified Restructuring Maturity Limitation and Conditionally Transferable Obligation Applicable" is specified in the related Final Terms), either:

(1) the Relevant City Business Day (as defined in the Rules) prior to the Auction Final Price Determination Date (as specified in the relevant Transaction Auction Settlement Terms), if any;

(2) the Relevant City Business Day prior to the Auction Cancellation Date (as specified in the relevant Transaction Auction Settlement Terms), if any; or

(3) the date that is 21 calendar days following the No Auction Announcement Date, if any; or

(B) if such Credit Event is a Restructuring and either "Restructuring Maturity Limitation and Fully Transferable Obligation Applicable" or "Modified Restructuring Maturity Limitation and Conditionally Transferable Obligation Applicable" is specified in the related Final Terms, and:

(1) the relevant Credit Derivatives Determination Committee has Resolved that Transaction Auction Settlement Terms and/or Parallel Auction Settlement Terms may be published, the date that is five Relevant City Business Days following the date on which ISDA publishes the Final List (as defined in the Rules) applicable to such Transaction Auction Settlement Terms in accordance with the Rules; or

(2) a No Auction Announcement Date occurs, the date that is 21 calendar days following such No Auction Announcement Date.

Extension Date means the later of (i) the Scheduled Maturity Date and (ii) the fourth Business Day (or in respect of Uncertificated Swedish Notes or Uncertificated Finnish Notes, the twelfth Business Day) following the Last Credit Event Occurrence Date, or, in the event of delivery of a Notice of Pending Credit Event, the date that is 110 Business Days following the Credit Event Resolution Request Date.

Failure to Pay means, after the expiration of any applicable Grace Period (after the satisfaction of any conditions precedent to the commencement of such Grace Period), the failure by a Reference Entity to make, when and where due, any payments in an aggregate amount of not less than the Payment Requirement under one or more Obligations, in accordance with the terms of such Obligations at the time of such failure.

Final Price means, in respect of a [Selected]* [Undeliverable]** Obligation, a quotation (expressed as a percentage) of such [Selected]* [Undeliverable]** Obligation, obtained from Quotation Dealers in the manner provided below. The Calculation Agent will determine, based on the then current market practice, whether such quotations will include or exclude accrued but unpaid interest and all quotations will be obtained in accordance with this determination. The Calculation Agent will require each Quotation Dealer to provide quotations to the extent reasonably practicable at approximately 11.00 a.m. London time or 11.00 a.m. New York time, as the case may be. To such end:

(A) If the Calculation Agent obtains more than three Full Quotations on the Credit Valuation Date, the Final Price will be the arithmetic mean of such Full Quotations, disregarding the Full Quotations with the highest and lowest values (and, if more than one such Full Quotations have the same highest value or lowest value, then one of such highest or lowest Full Quotations will be disregarded).

(B) If the Calculation Agent is unable to obtain more than three Full Quotations, but obtains exactly three Full Quotations on the Credit Valuation Date, the Final Price will be the Full Quotation remaining after disregarding the highest and lowest Full Quotations (and, if more than one such Full Quotations have the same highest value or lowest value, then one of such highest or lowest Full Quotations will be disregarded).

(C) If the Calculation Agent is unable to obtain three Full Quotations, but obtains exactly two Full Quotations on the Credit Valuation Date, the Final Price will be the arithmetic mean of such Full Quotations.

(D) If the Calculation Agent is unable to obtain two Full Quotations, but obtains a Weighted Average Quotation on the Credit Valuation Date, the Final Price will be such Weighted Average Quotation.

(E) If the Calculation Agent obtains fewer than two Full Quotations and no Weighted Average Quotation on the Credit Valuation Date, then the Final Price will be an amount as determined by the Calculation Agent on the next Business Day on which the Calculation Agent obtains two or more Full Quotations or a Weighted Average Quotation. If the Calculation Agent is unable to obtain two or more Full Quotations or a Weighted Average Quotation on the same Business Day on or prior to the fifteenth Business Day following the Credit Valuation Date, the Final Price will be deemed to be zero.

Final Valuation Notice means the notice delivered on the Final Valuation Notice Receipt Date, specifying:

(A) *If the Settlement Method specified in the related Final Terms is Cash Settlement:*

(1) except if the Final Value is specified as Fixed Recovery in the related Final Terms or if the Final Value is specified as Floating Recovery and Auction Method is specified as applicable in the related Final Terms, the Selected Obligations (with an outstanding principal balance, excluding accrued interest, equal to the Aggregate Nominal Amount);

(2) the Cash Redemption Amount; and

(3) the Cash Redemption Date.

(B) *If the Settlement Method specified in the related Final Terms is Physical Settlement and provisions of Condition 1.1.2 apply:*

The Cash Redemption Amount per Undeliverable Obligation (if any).

Final Valuation Notice Receipt Date means the day (such day being expected to be no later than the 7th Business Day following the Credit Valuation Date) on which the Calculation Agent delivers the Final Valuation Notice on behalf of the Issuer to the Relevant Clearing Systems, for the information of the Noteholders.

Final Value means, in respect of a Reference Entity in respect of which a Credit Event Determination Date has occurred, either:

(A) *If Final Value is specified as Fixed Recovery in the related Final Terms:*

The percentage specified as such in the related Final Terms; or

(B) *If Final Value is specified as Floating Recovery in the related Final Terms:*

(1) If Auction Method is specified as applicable in the related Final Terms and therefore the Final Value is to be determined pursuant to a Transaction Auction Settlement Terms and if a Transaction Auction Settlement Terms is published on or before 140 Business Days following the Credit Event Determination Date, that provides for the valuation of obligations of a Reference Entity in respect of which a Credit Event has occurred, the Auction Final Price (as specified in the relevant Transaction Auction Settlement Terms and expressed as a percentage) determined, if any, under such Transaction Auction Settlement Terms and applicable to the status of the Reference Obligation (subordinated or senior or any other applicable status as the case may be); or

(2) If (i) Auction Method is specified in the related Final Terms but no Transaction Auction Settlement Terms is published on or before 140 Business Days following the Credit Event Determination Date or (ii) Quotation Dealers Method is specified in the related Final Terms, the amount determined by the Calculation Agent on the Credit Valuation Date as follows:

(a) the Final Price if there is only one Selected Obligation; or

(b) the weighted average of the Final Prices of the Selected Obligations if the latter are a portfolio,

in each case, minus the Valuation Hedging Cost for such Selected Obligation(s).

First Credit Event Occurrence Date is the date specified as such in the related Final Terms.

First Ranking Interest means a charge, security interest (or other type of interest having similar effect) (an **LPN Interest**), which is expressed as being "first ranking", "first priority", or similar (**First Ranking**) in the document creating such LPN Interest (notwithstanding that such LPN Interest may not be First Ranking under any insolvency laws of any relevant insolvency jurisdiction of the LPN Issuer).

First-to-Default Note means a Credit Linked Note indexed on two or more Reference Entities, in respect of which the First-to-Default Reference Entity will be treated as if it were the sole Reference Entity and for which the Type of Credit Linked Notes is specified as "First-to-Default Notes" in the related Final Terms.

First-to-Default Reference Entity means the first Reference Entity in respect of which a Credit Event occurs and a Credit Event Notice and, if applicable a Notice of Publicly Available Information, have been sent in accordance with the provisions of Condition 1. If the Type of Credit Linked Notes is specified as "First-to-Default Notes" in the related Final Terms, the definitions of Obligation or [Deliverable Obligation]** [Selected Obligation]* shall be construed as though such definitions had been specified only with respect to the First-to-Default Reference Entity.

Fixed Recovery means in respect of Credit Linked Notes that the Final Value specified in the related Final Terms is specified as "Fixed Recovery: [●] per cent.]".

Floating Recovery means in respect of Credit Linked Notes that the Final Value specified in the related Final terms is specified either as "Floating Recovery with Auction Method" or "Floating Recovery with Quotation Dealers Method".

Full Quotation means each firm bid quotation obtained from a Quotation Dealer for an amount equal to the Quotation Amount. It is understood that a Full Quotation shall be based, with respect to any Accreting Obligation on the Accreted Amount thereof.

Fully Transferable Obligation means a [Deliverable]** [Selected]* Obligation that is either Transferable, in the case of Bonds, or capable of being assigned or novated to all Eligible Transferees without the consent of any person being required, in the case of any [Deliverable]** [Selected]* Obligation other than Bonds. Any requirement that notification of novation, assignment or transfer of a [Deliverable]** [Selected]* Obligation be provided to a trustee, fiscal agent, administrative agent, clearing agent or paying agent for a [Deliverable]** [Selected]* Obligation shall not be considered to be a requirement for consent for purposes of this definition.

For purposes of determining whether a [Deliverable]** [Selected]* Obligation satisfies the requirements of the definition of Fully Transferable Obligation, such determination shall be made as of the [Physical Settlement Date]** [Credit Valuation Date]* for the [Deliverable]** [Selected]* Obligation, taking into account only the terms of the [Deliverable]** [Selected]* Obligation and any related transfer or consent documents which have been obtained by the Calculation Agent.

Guaranteed Coupon means in respect of Credit Linked Notes that the Accrual of Interest upon Credit Event in the Final Terms is specified as "Guaranteed Coupon".

Governmental Authority means any *de facto* or *de jure* government (or any agency, instrumentality, ministry or department thereof), court, tribunal, administrative or other governmental authority or any other entity (private or public) charged with the regulation of the financial markets (including the central bank) of a Reference Entity or of the jurisdiction of organisation of a Reference Entity.

Grace Period means:

(A) subject to paragraphs (B) and (C) below, the applicable grace period with respect to payments under the relevant Obligation under the terms of such Obligation in effect as of the date as of which such Obligation is issued or incurred;

(B) if Grace Period Extension is specified as Applicable in the related Final Terms, a Potential Failure to Pay has occurred on or prior to the Scheduled Last Credit Event Occurrence Date (determined by reference to Greenwich Mean Time (or if the Transaction Type of the relevant Reference Entity is Japan Corporate or Japan Sovereign (as specified in the related Final Terms), Tokyo time)), and the applicable grace period cannot, by its terms, expire on or prior to the Scheduled Last Credit Event Occurrence Date (determined by reference to Greenwich Mean Time (or if the Transaction Type of the relevant Reference Entity is Japan Corporate or Japan Sovereign (as specified in the related Final Terms), Tokyo time)), the Grace Period shall be deemed to be the lesser of such grace period and thirty calendar days or such other period specified in the related Final Terms; and

(C) if, as of the date as of which an Obligation is issued or incurred, no grace period with respect to payments or a grace period with respect to payments of less than three Grace Period Business Days is applicable under the terms of such Obligation, a Grace Period of three Grace Period Business Days shall be deemed to apply to such Obligation; provided that; unless Grace Period Extension is specified as Applicable in the related Final Terms, such deemed Grace Period shall expire no later than the Last Credit Event Occurrence Date.

Grace Period Business Day means a day on which commercial banks and foreign exchange markets are generally open to settle payments in the place or places and on the days specified for that purpose in the relevant Obligation and if a place or places are not so specified, in the jurisdiction of the Obligation Currency.

Grace Period Extension Date means, if (a) Grace Period Extension is specified as Applicable in the related Final Terms and (b) a Potential Failure to Pay occurs on or prior to the Scheduled Last Credit Event Occurrence Date (determined by reference to Greenwich Mean Time (or if the Transaction Type of the relevant Reference Entity is Japan Corporate or Japan Sovereign (as specified in the related Final Terms), Tokyo time)), the date that is the number of days in the Grace Period after the date of such Potential Failure to Pay.

If Grace Period Extension is specified as Not Applicable in the related Final Terms, Grace Period Extension shall not apply to the Notes.

If (i) Grace Period Extension is specified as Applicable in the related Final Terms, (ii) a Potential Failure to Pay occurs on or prior to the Scheduled Last Credit Event Occurrence Date (determined by reference to Greenwich Mean Time (or if the Transaction Type of the relevant Reference Entity is Japan Corporate or Japan Sovereign (as specified in the related Final Terms), Tokyo time)), and (iii) a Credit Event Determination Date in respect of that Failure to Pay does not occur on or prior to the last day of the Notice Delivery Period, the later of the Scheduled Maturity Date and the date falling four Business Days (or in respect of Uncertificated Swedish Notes or Uncertificated Finnish Notes, twelve Business Days) after the Grace Period Extension Date will be the Maturity Date (even if a Failure to Pay occurs after the Scheduled Last Credit Event Occurrence Date).

Greenwich Mean Time (GMT) means the mean solar time at the Greenwich meridian, in Greenwich, London.

Illegal or Impossible means, in respect of the Delivery of any Specified Deliverable Obligations, that it is illegal or impossible for the Issuer to Deliver or for a Noteholder to take Delivery of all or part of such Specified Deliverable Obligations because of:

(A) any legal, contractual or other restrictions or constraints affecting the Delivery of the Specified Deliverable Obligations (including, without limitation, any laws, regulations, court orders, other governmental or regulatory constraints, the specific terms or conditions of the Specified Deliverable Obligations or failure to obtain the relevant consents, including but not limited to the consent of the Reference Entity and the guarantor (if any) of the Reference Entity or the consent of the applicable borrower in the case of a Specified Deliverable Obligation guaranteed by the Reference Entity); or

(B) any event which is beyond the control of the Issuer (including, without limitation, failure of the Relevant Clearing System, the refusal by a Noteholder to take Delivery of any of the Specified Deliverable Obligations, or the inability to purchase the Deliverable Obligations despite the Issuer's reasonable efforts); or

(C) any event which is beyond the control of a Noteholder due to its specific situation.

Interest Calculation Amount means, in respect of Basket Notes and Tranche Notes, the amount for the purposes of calculating the interest payable under the Notes on any Interest Payment Date determined by the Calculation Agent in accordance with the provisions of Condition 1.

Interest Observation Dates means the dates specified as such in the relevant Final Terms.

Interest Recovery Rate means in respect of Basket Notes or Tranche Notes, zero per cent. or the percentage specified in the related Final Terms.

ISDA Credit Derivatives Determinations Committees and Auction Settlement Supplement means the 2009 ISDA Credit Derivatives Determinations Committees and Auction Settlement Supplement to the 2003 ISDA Credit Derivatives Definitions published on 12 March 2009, as amended from time to time.

Last Credit Event Occurrence Date means the latest of:

(A) the Scheduled Last Credit Event Occurrence Date;

(B) *if Repudiation/Moratorium is specified as Applicable to the relevant Reference Entity in the related Final Terms*: the Repudiation/Moratorium Evaluation Date, or, in the case of First-to-Default Notes, Basket Notes and Tranche Notes, the last Repudiation/Moratorium Evaluation Date, if (i) the Credit Event that is the subject of a Credit Event Notice is a Repudiation/Moratorium, (ii) the Potential Repudiation/Moratorium with respect to such Repudiation/Moratorium has occurred on or prior to the Scheduled Last Credit Event Occurrence Date and (iii) the Repudiation/Moratorium Extension Condition is satisfied; and

(C) *if Grace Period Extension is specified as Applicable to the relevant Reference Entity in the related Final Terms*: the Grace Period Extension Date, or, in the case of First-to-Default Notes, Basket Notes and Tranche Notes, the last Grace Period Extension Date, if (i) the Credit Event that is the subject of a Credit Event Notice is a Failure to Pay and (ii) the Potential Failure to Pay with respect to such Failure to Pay has occurred on or prior to the Scheduled Last Credit Event Occurrence Date.

Latest Notification Date means the 30th Business Day following the Exercise Cut-off Date provided that it will be no later than the 180th Business Day after the Credit Event Determination Date.

Latest Permissible Physical Settlement Date means the day that is 60 Business Days after the date on which a Notice of Physical Settlement is delivered to the Relevant Clearing System.

Limitation Date means the first of 20 March, 20 June, 20 September or 20 December in any year to occur on or immediately following the date that is one of the following numbers of years after the Restructuring Date: two and a half years (the **2.5-year Limitation Date**), five years (the **5-year Limitation Date**), seven and a half years, ten years, twelve and a half years, fifteen years, or twenty years (the **20-year Limitation Date**) as applicable. Limitation Dates shall not be subject to adjustment in accordance with any Business Day Convention unless the related Final Terms specified that it shall be so adjusted in accordance with a specified Business Day Convention.

Listed means an obligation that is quoted, listed or ordinarily purchased and sold on an exchange:

(A) if the Obligation Characteristic Listed is specified as Applicable in the related Final Terms, such Final Terms shall be construed as though Listed had been specified as an Obligation Characteristic only with respect to Bonds and shall only be relevant if Bonds are covered by the selected Obligation Category; and

(B) if the [Deliverable]**[Selected]* Obligation Characteristic Listed is specified as Applicable in the related Final Terms, such Final Terms shall be construed as though such [Deliverable]**[Selected]* Obligation Characteristic had been specified as a [Deliverable]**[Selected]* Obligation Characteristic only with respect to Bonds (and shall only be relevant if Bonds are covered by the specified [Deliverable]**[Selected]* Obligation Category).

Loan means any obligation of a type included in the Borrowed Money Obligation Category that is documented by a term loan agreement, revolving loan agreement or other similar credit agreement and shall not include any other type of Borrowed Money.

Loss Amount means:

(A) *In respect of Basket Notes and Tranche Notes if N-to-M-to-Default is specified as Not Applicable in the related Final Terms*, in relation to each Reference Entity in respect of which a Credit Event Determination Date has occurred, an amount equal to the product of (i) the Reference Entity Notional Amount and (ii) the difference between the Reference Price and the Final Value, subject to a minimum of zero.

(B) *In respect of Tranche Notes if N-to-M-to-Default is specified as Applicable in the related Final Terms*, in relation to each Reference Entity in respect of which a Credit Event Determination Date has occurred:

(1) which has a Ranking strictly lower than N: an amount equal to the product of (i) the Reference Entity Notional Amount and (ii) the Reference Price.

(2) which has a Ranking higher than or equal to N and lower than or equal to M: an amount equal to the product of (i) the Reference Entity Notional Amount and (ii) the difference between the Reference Price and the Final Value, subject to a minimum of zero.

(3) which has a Ranking strictly higher than M: an amount equal to zero.

LPN Reference Obligation means each Reference Obligation other than any Additional Obligation. For the avoidance of doubt, any change to the issuer of an LPN Reference Obligation in accordance with its terms shall not prevent such LPN Reference Obligation from constituting a Reference Obligation. Each LPN Reference Obligation is issued for the sole purpose of providing funds for the LPN Issuer to finance a loan to the Reference Entity. For the purposes of the Notes each such loan shall be an Underlying Loan. For the avoidance of doubt with respect to any LPN Reference Obligation that specifies an Underlying Loan or an Underlying Finance Instrument, the outstanding principal balance shall be determined by reference to the Underlying Loan or Underlying Finance Instrument (as applicable) relating to such LPN Reference Obligation.

M means the number specified as such in the relevant Final Terms.

Maturity Date means a date that is a Payment Business Day:

(A) *If American Settlement is specified in the related Final Terms*:

(1) the date specified as such in the related Final Terms (the **Scheduled Maturity Date**); or

(2) the [Physical Settlement Date (or the later of the Physical Settlement Date and the Cash Redemption Date if the provisions of Condition 1.1.2 above apply)]** [Cash Redemption Date]* if a Credit Event Notice is delivered during the Notice Delivery Period; or

(3) the later of the two following dates:

(a) *if Repudiation/Moratorium is specified as Applicable to the relevant Reference Entity in the related Final Terms*: the day that is four Payment Business Days (or in respect of Uncertificated Swedish Notes or Uncertificated Finnish Notes, twelve Payment Business Days) following the Repudiation/Moratorium Evaluation Date, or in the case of First-to-Default Notes, Basket Notes and Tranche Notes, following the last Repudiation/Moratorium Evaluation Date, if:

(1) a Potential Repudiation/Moratorium occurs on or prior to the Scheduled Last Credit Event Occurrence Date;

(2) the Repudiation/Moratorium Extension Condition is satisfied;

(3) such Repudiation/Moratorium Evaluation Date falls after the Scheduled Maturity Date; and

(4) no Credit Event Notice in respect of such Potential Repudiation/Moratorium is delivered during the Notice Delivery Period; and

(b) *if Grace Period Extension is specified as Applicable to the relevant Reference Entity in the related Final Terms*: the day that is four Payment Business Days (or in respect of Uncertificated Swedish Notes or Uncertificated Finnish Notes, twelve Payment Business Days) following the Grace Period Extension Date, or, in the case of First-to-Default Notes, Basket Notes and Tranche Notes, following the last Grace Period Extension Date if

(1) a Potential Failure to Pay occurs on or prior to the Scheduled Last Credit Event Occurrence Date;

(2) such Grace Period Extension Date falls after the Scheduled Maturity Date; and

(3) no Credit Event Notice in respect of such Potential Failure to Pay is delivered during the Notice Delivery Period.

(B) *If European Settlement is specified in the related Final Terms:* the later of the dates set out in paragraphs (A)(1), (A)(2) and (A)(3) above.

PROVIDED that, in all cases, if a Notice of Pending Credit Event in relation to a Reference Entity is delivered prior to the Scheduled Maturity Date and is still effective on the Scheduled Maturity Date, the Maturity Date will be either the date on which the Suspended Amounts are paid to the Noteholders or, if a Credit Event Notice relating to the event in the Notice of Pending Credit Event is delivered, the [Physical Settlement Date]** [Cash Redemption Date]*.

PROVIDED FURTHER that, with respect to Basket Notes and Tranche Notes in relation to which an Unsettled Credit Event exists, a Preliminary Cash Redemption Amount will be paid on the Scheduled Maturity Date in relation to the portion of the Specified Denomination of Notes not affected by the Unsettled Credit Event and, (i) if the Retained Amount is equal to zero, the Maturity Date will be the Scheduled Maturity Date; or (ii) in all other cases, the Maturity Date will be as defined in paragraphs (A) and (B) above.

Maximum Maturity means an obligation that has a remaining maturity from the [Physical Settlement Date]** [Credit Valuation Date]* of not greater than the period specified in the related Final Terms.

Modified Eligible Transferee means any bank, financial institution or other entity which is regularly engaged in or established for the purpose of making, purchasing or investing in loans, securities and other financial assets.

Modified Restructuring Maturity Limitation and Conditionally Transferable Obligation means, if specified as Applicable in the related Final Terms and if Restructuring is the only Credit Event specified in a Credit Event Notice delivered by or on behalf of the Issuer, that a [Deliverable]** [Selected]* Obligation may be specified in the [Notice of Physical Settlement]** [Final Valuation Notice]* only if it (i)

is a Conditionally Transferable Obligation and (ii) has a final maturity date not later than the applicable Modified Restructuring Maturity Limitation Date.

PROVIDED that if a No Auction Announcement Date has occurred pursuant to subparagraph (b) of the definition thereof with respect to Credit Derivatives Transactions (as defined in the 2003 ISDA Credit Derivatives Definitions) relating to the relevant Reference Entity and having a Scheduled Termination Date (as defined in the 2003 ISDA Credit Derivatives Definitions) comparable to the Scheduled Maturity Date of the Notes, the condition set out in subparagraph (ii) above shall not be applicable.

Modified Restructuring Maturity Limitation Date means, with respect to a [Deliverable]** [Selected]* Obligation, the Limitation Date occurring on or immediately following the Scheduled Maturity Date provided that, in circumstances where the Scheduled Maturity Date is later than the 2.5-year Limitation Date, at least one Enabling Obligation exists.

Where "Modified Restructuring Maturity Limitation" and "Conditionally Transferable Obligation" are specified as Applicable in the related Final Terms and where the Scheduled Maturity Date is later than the 2.5-year Limitation Date and prior to the 5-year Limitation Date, a Restructured Bond or Loan will not constitute an Enabling Obligation. Notwithstanding the foregoing, if the Scheduled Maturity Date is either (a) on or prior to the 2.5-year Limitation Date or (b) later than the 2.5-year Limitation Date and on or prior to the 5-year Limitation Date and no Enabling Obligation exists, the Modified Restructuring Maturity Limitation Date will be the 5-year Limitation Date in the case of a Restructured Bond or Loan only.

Subject to the foregoing, in the event that the Scheduled Maturity Date is later than (i) the 2.5-year Limitation Date and no Enabling Obligation exists or (ii) the 20-year Limitation Date, the Modified Restructuring Maturity Limitation Date will be the Scheduled Maturity Date.

Multiple Holder Obligation means an Obligation that (i) at the time of the event which constitutes a Restructuring is held by more than three holders that are not Affiliates of each other and (ii) with respect to which a percentage of holders (determined pursuant to the terms of the Obligation as in effect on the date of such event) at least equal to sixty-six-and two-thirds is required to consent to the event which constitutes a Restructuring provided that any Obligation that is a Bond shall be deemed to satisfy the requirement in this subparagraph (ii) of this definition of Multiple Holder Obligation; PROVIDED THAT in relation to a Reference Entity which has a Transaction Type being specified in the Final Terms as "*Standard Emerging European Corporate LPN*" or "*Emerging European Corporate LPN*", Multiple Holder Obligation shall be deemed as Not Applicable with respect to any Reference Obligation (and any Underlying Loan).

N means the number specified as such in the relevant Final Terms.

No Accrued Interest upon Credit Event means in respect of Credit Linked Notes that the "Accrual of Interest upon Credit Event" specified in the related Final Terms is specified as "No Accrued Interest upon Credit Event".

No Auction Announcement Date means with respect to a Credit Event, the date on which ISDA first publicly announces that (a) no Transaction Auction Settlement Terms, and if applicable, no Parallel Auction Settlement Terms will be published, (b) following the occurrence of a Restructuring with respect to a Reference Entity for which either "Restructuring Maturity Limitation and Fully Transferable Obligation Applicable" or "Modified Restructuring Maturity Limitation and Conditionally Transferable Obligation Applicable" is specified in the related Final Terms only, no Transaction Auction Settlement Terms will be published but Parallel Auction Settlement Terms will be published or (c) the relevant Credit Derivatives Determination Committee had Resolved that no Auction will be held following a prior public announcement by ISDA to the contrary.

Nominal Amount means in respect of Single Name Notes or First-to-Default Notes, the Specified Denomination of one Note as specified in the related Final Terms subject, as the case may be, to the provisions of Condition 1.

Not Bearer means any obligation that is not a bearer instrument unless interests with respect to such bearer instrument are cleared via Clearstream, Luxembourg, Euroclear or any other internationally recognised clearing system. If the [Deliverable]**[Selected]* Obligation Characteristic Not Bearer is specified as Applicable in the related Final Terms, such Final Terms shall be construed as though such [Deliverable]**[Selected]* Obligation Characteristic had been specified as a [Deliverable]**[Selected]* Obligation Characteristic only with respect to Bonds (and shall only be relevant if Bonds are covered by the specified [Deliverable]**[Selected]* Obligation Category).

Not Contingent means any obligation having as of the [Physical Settlement Date]**[Credit Valuation Date]* and all times thereafter an outstanding principal balance or, in the case of obligations that are not Borrowed Money, a Due and Payable Amount, that pursuant to the terms of such obligation may not be reduced as a result of the occurrence or non-occurrence of an event or circumstance (other than payment or, in the case of any Qualifying Guarantee, the beneficiary's giving notice that a payment is due under such Qualifying Guarantee or any other similar procedure requirement). A Convertible Obligation, an Exchangeable Obligation and an Accreting Obligation shall satisfy the Not Contingent [Deliverable]**[Selected]* Obligation Characteristic if such Convertible Obligation, Exchangeable Obligation or Accreting Obligation otherwise meets the requirements of the preceding sentence so long as, in the case of a Convertible Obligation or an Exchangeable Obligation, the right (A) to convert or exchange such obligation or (B) to require the issuer to purchase or redeem such obligation (if the issuer has exercised or may exercise the right to pay the purchase or redemption price, in whole or in part, in Equity Securities) has not been exercised (or such exercise has been effectively rescinded) on or before the [Physical Settlement Date]** [Credit Valuation Date]*.

If a Reference Obligation is a Convertible Obligation or an Exchangeable Obligation, then such Reference Obligation may be included as a [Deliverable]**[Selected]* Obligation only if the rights referred to in paragraphs (A) and (B) of this definition of Not Contingent have not been exercised (or such exercise has been effectively rescinded) on or before [Physical Settlement Date]**[Credit Valuation Date]*.

Not Domestic Currency means any obligation that is payable in any currency other than the Domestic Currency.

Not Domestic Issuance means any obligation other than an obligation that was, at the time the relevant obligation was issued (or reissued, as the case may be) or incurred, intended to be offered for sale primarily in the domestic market of the relevant Reference Entity. Any obligation that is registered or qualified for sale outside the domestic market of the relevant Reference Entity (regardless of whether such obligation is also registered or qualified for sale within the domestic market of the relevant Reference Entity) shall be deemed not to be intended for primarily in the domestic market of the Reference Entity.

Not Domestic Law means any obligation that is not governed by the laws of (a) the relevant Reference Entity, if such Reference Entity is a Sovereign, or (b) the jurisdiction of organisation of the relevant Reference Entity, if such Reference Entity is not a Sovereign. The laws of England and the laws of the State of New York shall not be a Domestic Law.

Not Sovereign Lender means any obligation that is not primarily owed to a Sovereign or Supranational Organisation, including, without limitation, obligations generally referred to as "Paris Club debt".

Not Subordinated means an obligation that is not Subordinated to (a) the most senior Reference Obligation in priority of payment or (b) if no Reference Obligation is specified in the related Final Terms, any unsubordinated Borrowed Money obligation of the Reference Entity; provided that, if any of the events set forth under paragraph (a) of the definition of Substitute Reference Obligation below has

occurred with respect to all of the Reference Obligations or where, with respect to the Reference Obligation, one or more Successors to the relevant Reference Entity have been identified and any one or more such Successors have not assumed the Reference Obligation (each, in each case, a **Prior Reference Obligation**) and no Substitute Reference Obligation has been identified for any of the Prior Reference Obligation at the time of the determination of whether an obligation satisfies the "Not Subordinated" Obligation Characteristic or [Deliverable]** [Selected]* Obligation Characteristic, as applicable, "Not Subordinated" shall mean an obligation that would not have been Subordinated to the most senior such Prior Reference Obligation in priority of payment. For purposes of determining whether a [Deliverable]** [Selected]* Obligation satisfies the Not Subordinated Obligation Characteristic or [Deliverable Obligation Characteristic]** [Selected Obligation Characteristic]* the ranking in priority of payment of each Reference Obligation or each prior Reference Obligation, as applicable, shall be determined as of the date as of which the relevant Reference Obligation or Prior Reference Obligation, as applicable, was issued or incurred and shall not reflect any change to such ranking in priority of payment after such date; PROVIDED THAT in relation to a Reference Entity which has a Transaction Type being specified in the Final Terms as *"Standard Emerging European Corporate LPN"* or *"Emerging European Corporate LPN"* this definition shall be construed as if no Reference Obligation was specified in respect of the Reference Entity.

Notice Delivery Period means the period from and including the Issue Date to and including the Extension Date.

Notice of Pending Credit Event means a notice delivered, on a date which is expected to be no later than 10 Business Days following the relevant Credit Event Resolution Request Date, by or on behalf of the Issuer that (a) informs the Noteholders of the occurrence of a Credit Event Resolution Request Date and (b) states that payment of amounts due and payable under the Notes, whether in connection with accrued interest or redemption, shall be suspended (the **Suspended Amounts**) pending the publication of a DC Resolution or as the case may be, a DC No Credit Event Announcement.

PROVIDED THAT:

(A) if a DC Resolution confirming the existence of a Credit Event in relation to the relevant Reference Entity in the period from and including the First Credit Event Occurrence Date to and including the Last Credit Event Occurrence Date, is published within 100 Business Days following the Credit Event Resolution Request Date, the Issuer will deliver or arrange delivery of a Credit Event Notice within 10 Business Days of such publication;

(B) if a DC No Credit Event Announcement in relation to the relevant Reference Entity is published within 100 Business Days following the Credit Event Resolution Request Date, the Suspended Amounts under the Notes shall be paid to the Noteholders within 10 Payment Business Days (or in respect of Uncertificated Swedish Notes or Uncertificated Finnish Notes, 18 Payment Business Days) of such publication;

(C) if a DC Resolution Resolving not to determine the existence of a Credit Event in relation to the relevant Reference Entity is published within 100 Business Days following the Credit Event Resolution Request Date, either (i) the Suspended Amounts due under the Notes shall be paid to the Noteholders within 10 Payment Business Days (or in respect of Uncertificated Swedish Notes or Uncertificated Finnish Notes, 18 Payment Business Days) of such publication; or (ii) the Issuer may decide to deliver a Credit Event Notice together with a Notice of Publicly Available Information within 10 Business Days of such publication; and

(D) if no DC Resolution or DC No Credit Event Announcement is published after 100 Business Days following the Credit Event Resolution Request Date, the Notice of Pending Credit Event shall be deemed cancelled and either (i) the Suspended Amounts due under the Notes shall be paid to the Noteholders within 10 Payment Business Days (or in respect of Uncertificated Swedish Notes or Uncertificated Finnish Notes, 18 Payment Business Days); or (ii) the Issuer

may decide to deliver a Credit Event Notice together with a Notice of Publicly Available Information within 10 Business Days.

Notice of Physical Settlement means an irrevocable notice that is effective no later than the Latest Notification Date (included) from or on behalf of the Issuer to the Noteholders specifying the Specified Deliverable Obligations the Issuer reasonably expects to Deliver or procure the Delivery of to the Noteholders. The Issuer is not bound to Deliver the Specified Deliverable Obligations referred to in the Notice of Physical Settlement. However, it will, to the extent possible, give the Noteholders notice of any subsequent change in the Specified Deliverable Obligations referred to in the Notice of Physical Settlement (the term Specified Deliverable Obligation is deemed to include such change).

Notice of Publicly Available Information means, in relation to a Credit Event Notice or a Repudiation/Moratorium Extension Notice, an irrevocable notice delivered by or on behalf of the Issuer that cites Publicly Available Information confirming the occurrence of the Credit Event or Potential Repudiation/Moratorium, as applicable, described in the Credit Event Notice or Repudiation/Moratorium Extension Notice. In relation to a Repudiation/Moratorium Credit Event, the Notice of Publicly Available Information must cite Publicly Available Information confirming the occurrence of both paragraphs (i) and (ii) of the definition of Repudiation/Moratorium. The notice given must contain a copy, or a description in reasonable detail, of the relevant Publicly Available Information. If Notice of Publicly Available Information is specified as Applicable in the related Final Terms and a Credit Event Notice or Repudiation/Moratorium Extension Notice, as applicable, contains Publicly Available Information, such Credit Event Notice or Repudiation/Moratorium Extension Notice will also be deemed to be a Notice of Publicly Available Information.

Obligation means:

(A) any obligation of a Reference Entity (either directly or as provider of a Qualifying Affiliate Guarantee, or if All Guarantees is specified as Applicable in the related Final Terms, as provider of any Qualifying Guarantee), described by the Obligation Category specified in the related Final Terms and having each of the Obligation Characteristics, if any, specified in the related Final Terms, in each case, as of the date of the event which constitutes the Credit Event which is the subject of the Credit Event Notice;

(B) the Reference Obligation(s) (if any); and

(C) any other obligation of a Reference Entity specified as such in the related Final Terms.

Obligation Acceleration means one or more Obligations in an aggregate amount of not less than the Default Requirement have become due and payable before they would otherwise have been due and payable as a result of, or on the basis of, the occurrence of a default, event of default or other similar condition or event (however described), other than a failure to make any required payment, in respect of the Reference Entity under one or more Obligations.

Obligation Category means any one of Payment, Borrowed Money, Reference Obligations Only, Bond, Loan, or Bond or Loan, as specified in the related Final Terms.

Obligation Characteristics means any one or more of Not Subordinated, Not Sovereign Lender, Specified Currency, Not Domestic Currency, Not Domestic Law, Listed, and Not Domestic Issuance, as specified in the related Final Terms.

Obligation Currency means the currency or currencies in which an Obligation is denominated.

Obligation Default means one or more Obligations in an aggregate amount of not less than the Default Requirement have become capable of being declared due and payable before they would otherwise have been due and payable as a result of, or on the basis of, the occurrence of a default, event of

default or other similar condition or event (however described), other than a failure to make any required payment, in respect of a Reference Entity under one or more Obligations.

Observed Interest means,

(a) in respect of Single Name Notes and First-to-Default Notes, for each Interest Period:

If Fixed Rate Note Provisions or Floating Rate Note provisions is specified as Applicable in the related Final Terms, the amount payable under each Note for each Interest Period shall be equal to the product of (a) the Rate of Interest, (b) the Nominal Amount and if any (c) the applicable Day Count Fraction.

(b) in respect of Basket Notes and Tranche Notes, for each Interest Period:

If Fixed Rate Note Provisions or Floating Rate Note provisions is specified as Applicable in the related Final Terms: The amount payable under each Note for each Interest Period shall be equal to the product of (a) the Rate of Interest, (b) the Relevant Proportion of the Interest Calculation Amount and if any (c) the applicable Day Count Fraction.

outstanding principal balance when used in connection with Qualifying Guarantees, the term outstanding principal balance is to be interpreted to be the then outstanding principal balance of the Underlying Obligation which is supported by a Qualifying Guarantee.

Parallel Auction Settlement Terms means, following the occurrence of a Restructuring with respect to a Reference Entity for which either "Restructuring Maturity Limitation and Fully Transferable Obligation" or "Modified Restructuring Maturity Limitation and Conditionally Transferable Obligation" is specified as applicable in the related Final Terms, any Credit Derivatives Auction Settlement Terms published by ISDA with respect to such Restructuring in accordance with the Rules, and for which the Deliverable Obligation Terms (as specified in the relevant Transaction Auction Settlement Terms) are the same as the Deliverable Obligation Provisions (as set forth in the relevant Transaction Auction Settlement Terms) applicable to the Reference Entity and for which such Reference Entity would not be an Auction Covered Transaction (as defined in the relevant Transaction Auction Settlement Terms).

Payment means any obligation (whether present or future, contingent or otherwise) for the payment or repayment of money, including, without limitation, Borrowed Money.

Payment Requirement means USD 1,000,000 or the amount specified in the Final Terms (or in each case, its equivalent in the Obligation Currency as of the occurrence of the relevant Failure to Pay or Potential Failure to Pay, as applicable).

Permitted Currency means (a) the legal tender of any Group of seven country (or any country that becomes a member of the Group of seven if such Group of seven expands its membership) or (b) the legal tender of any country which, as of the date of such change, is a member of the Organisation for Economic Cooperation and Development and has a local currency long-term debt rating of either AAA or higher assigned to it by Standard & Poor's, a division of The McGraw-Hill Companies, Inc. or any successor to the rating business thereof, Aaa or higher assigned to it by Moody's Investor Service, Inc. or any successor to the rating business thereof or AAA or higher assigned to it by Fitch Ratings or any successor to the rating business thereof.

Physical Delivery Amount means, for each Note, Specified Deliverable Obligations with an outstanding principal balance, excluding accrued interest, equal to (i) the Nominal Amount or, if applicable, the Partial Redemption Amount in case of the occurrence of a Restructuring (see Condition 1.4) or the Multiple Successor Notional Amount (see Condition 1.5) minus (ii) the Unwind Costs, subject to a minimum of zero. If the number of Specified Deliverable Obligations that the Issuer can Deliver is not an integer then, in respect of each Note, the Physical Delivery Amount will include, in addition to the Specified Deliverable Obligations that can be Delivered, the market value in cash, excluding accrued interest, of Specified Deliverable Obligations with an outstanding principal balance equal to the difference between (i) the Nominal Amount or, if applicable, the Partial Redemption Amount in case of

the occurrence of a Restructuring (see Condition 1.4) or the Multiple Successor Notional Amount (see Condition 1.5) minus the Unwind Costs, and (ii) the outstanding principal balance of the Specified Deliverable Obligations that can be Delivered, as determined by the Calculation Agent.

Physical Settlement means in respect of Credit Linked Notes that the Settlement Method specified in the related Final Terms is "Physical Settlement".

Physical Settlement Date means the date on which the Issuer Delivers the Physical Delivery Amount to the Noteholders, or, if the Issuer does not Deliver on the same date all the portfolio of Deliverable Obligations comprised in the Physical Delivery Amount, the date on which the Issuer has completed the Delivery thereof for all the Notes to all the Noteholders.

Physical Settlement Period means the period from and including the date on which a Notice of Physical Settlement is delivered to the Relevant Clearing System to and including the Latest Permissible Physical Settlement Date.

Potential Failure to Pay means the failure by a Reference Entity to make, when and where due, any payments in an aggregate amount of not less than the Payment Requirement under one or more Obligations, without regard to any grace period or any conditions precedent to the commencement of any grace period applicable to such Obligations, in accordance with the terms of such Obligations at the time of such failure.

Potential Repudiation/Moratorium means the occurrence of an event described in paragraph (i) of the definition of Repudiation/Moratorium.

Preliminary Cash Redemption Amount means, with respect to Basket Notes and Tranche Notes in relation to which an Unsettled Credit Event has occurred, an amount payable on the Scheduled Maturity Date calculated for each Note as an amount equal to the Relevant Proportion of the difference between (a) the Aggregate Nominal Amount minus the Aggregate Loss Amount immediately prior to the Scheduled Maturity Date and (b) the Retained Amount.

Publicly Available Information means information that reasonably confirms any of the facts relevant to the determination that the Credit Event or Potential Repudiation/Moratorium, as applicable, described in the Credit Event Notice or Repudiation/Moratorium Extension Notice, has occurred and which:

(A) has been published in or on not less than the Specified Number of Public Sources, regardless of whether the reader or user thereof pays a fee to obtain such information; provided that if the Calculation Agent or any of its Affiliates is cited as the sole source of such information, then such information shall not be deemed to be a Publicly Available Information unless the Calculation Agent or its Affiliate is acting in its capacity as trustee, fiscal agent, administrative agent, clearing agent, paying agent, facility agent or agent bank for an Obligation; or

(B) is information received from or published by:

(1) a Reference Entity (or a Sovereign Agency in respect of a Reference Entity which is a Sovereign); or

(2) a trustee, fiscal agent, administrative agent, clearing agent, paying agent facility agent or agent bank for an Obligation, or

(C) is information contained in any petition or filing instituting a proceeding against or by the Reference Entity seeking a judgement of insolvency or bankruptcy or any other relief under any bankruptcy or insolvency law or other similar law affecting creditors' rights, or presented for its winding-up or liquidation, where any such proceeding or petition instituted or presented against the Reference Entity (a) results in a judgement of insolvency or bankruptcy or the entry of an order for relief of the making of an order for its winding-up or liquidation or (b) is not dismissed,

discharged, stayed or restrained in each case within thirty calendar days of the institution or presentation thereof; or

(D) is information contained in any order, decree, notice or filing, however described, of or filed with a court, tribunal, exchange, regulatory authority or similar administrative, regulatory or judicial body; or

(E) is information contained in a public announcement by ISDA.

In the event that the Calculation Agent is (i) the sole source of information in its capacity as trustee, fiscal agent, administrative agent, clearing agent, paying agent, facility agent or agent bank for the Obligation with respect to which a Credit Event has occurred and (ii) a holder of such Obligation, the Calculation Agent shall be required to deliver a certificate signed by a managing director (or other substantively equivalent title) of the Calculation Agent, which shall certify the occurrence of a Credit Event with respect to such Obligation.

In relation to any information of the type described in paragraphs (B), (C) and (D) of this definition, the party receiving such information may assume that such information has been disclosed to it without violating any law, agreement or understanding regarding the confidentiality or such information and that the party delivering such information has not taken any action or entered into any agreement or understanding with the Reference Entity or any Affiliate of the Reference Entity that would be breached by, or would prevent, the disclosure of such information to the party receiving such information.

Publicly Available Information need not state (i) in relation to a Qualifying Affiliate Guarantee, the percentage of Voting Shares owned, directly or indirectly, by the Reference Entity and (ii) that such occurrence (a) has met the Payment Requirement or Default Requirement, (b) is the result of exceeding any applicable Grace Period, or (c) has met the subjective criteria specified in certain Credit Events including without limitation qualifying under paragraph (A) of the definition of Bankruptcy.

Public Source means each source of Publicly Available Information specified in the related Final Terms (or if a source is not specified, each of Bloomberg Service, Dow Jones Telerate Service, Reuter Monitor Money Rates Services, Dow Jones News Wire, Wall Street Journal, New York Times, Nihon Keizai Shinbun, Asahi Shinbun, Yomiuri Shinbun, Financial Times, La Tribune, Les Echos and The Australian Financial Review (and successor publications), the main source(s) of business news in the country in which the Reference Entity is organised and any other internationally recognised published or electronically displayed news sources).

Qualifying Guarantee means an arrangement evidenced by a written instrument pursuant to which a Reference Entity irrevocably agrees (by guarantee of payment or equivalent legal arrangement) to pay all amounts due under an obligation (the **Underlying Obligation**) for which another party is the obligor (the **Underlying Obligor**). Qualifying Guarantees shall exclude any arrangement (i) structured as a surety bond, financial guarantee insurance policy, letter of credit or equivalent legal arrangement or (ii) pursuant to the terms of which the payment obligations of the Reference Entity can be discharged, reduced or otherwise altered or assigned (other than by operation of law) as a result of the occurrence or non-occurrence of an event or circumstance (other than payment). [The benefit of a Qualifying Guarantee must be capable of being Delivered together with the Delivery of the Underlying Obligation.]**

In the event that an Obligation or [Deliverable]** [Selected]* Obligation is a Qualifying Guarantee, the following will apply:

(A) For purposes of the application of the Obligation Category or [Deliverable]** [Selected]* Obligation Category, the Qualifying Guarantee shall be deemed to satisfy the same category or categories as those that describe the Underlying Obligation.

(B) For purposes of the application of the Obligation Characteristics or [Deliverable]** [Selected]* Obligation Characteristics, the Qualifying Guarantee and the Underlying Obligation must satisfy on the relevant date each of the applicable Obligation Characteristics or [Deliverable]** [Selected]* Obligation Characteristics, if any, specified in the related Final Terms from the following list: Not Subordinated, Specified Currency, Not Sovereign Lender, Not Domestic Currency, and Not Domestic Law.

(C) For purposes of the application of the Obligation Characteristics or [Deliverable]** [Selected]* Obligation Characteristics, only the Underlying Obligation must satisfy on the relevant date each of the applicable Obligation Characteristics or [Deliverable]** [Selected]* Obligation Characteristics, if any, specified in the related Final Terms from the following list: Listed, Not Contingent, Not Domestic Issuance, Assignable Loan, Consent Required Loan, Transferable, Maximum Maturity, Accelerated or Matured and Not Bearer.

(D) For the purposes of the application of the Obligation Characteristics or [Deliverable]** [Selected]* Obligation Characteristics to an Underlying Obligation, references to the Reference Entity shall be deemed to refer to the Underlying Obligor.

Qualifying Affiliate Guarantee means a Qualifying Guarantee provided by a Reference Entity in respect of an Underlying Obligation of a Downstream Affiliate of that Reference Entity.

Quotation Amount means:

(A) *If Physical Settlement is specified in the related Final Terms*:

an amount equal to the outstanding principal balance (excluding accrued interest), or Due and Payable Amount, as applicable, of the Undeliverable Obligation.

(B) *If Cash Settlement is specified in the related Final Terms*:

an amount equal to the outstanding principal balance of the Notes, if there is only one Selected Obligation; otherwise (if there is a portfolio of Selected Obligations), the Quotation Amount shall be a weighted amount in respect of each Selected Obligation, the sum of all such Quotation Amounts being equal to the outstanding principal balance of the Notes.

Quotation Dealers means at least five leading dealers in obligations of the type of the Undeliverable Obligation(s) or as the case may be Selected Obligation(s), which may include Société Générale, as selected by the Calculation Agent in its sole discretion acting in a commercially reasonable manner.

Quotation Dealers Method means that, in respect of a Reference Entity in respect of which a Credit Event Determination Date has occurred, the Final Value will be determined by the Calculation Agent in accordance with the provisions of the definition of Final Price.

Ranking means, for Tranche Notes where N-to-M-to-Default is specified as Applicable in the related Final Terms, in relation to each Reference Entity in respect of which a Credit Event Determination Date has occurred, the ranking in time of occurrence of such Credit Event Determination Date amongst all Credit Event Determination Dates, provided that if several Credit Event Determination Dates are identical in respect of several Reference Entities comprised within the Reference Portfolio, the date on which the relevant Credit Event Notices have been sent shall be used to determine the Ranking of those Reference Entities and if the Credit Event Notices have been sent on the same date, the time on which the relevant Credit Event Notices have been sent shall be used to determine the Ranking of those Reference Entities.

For the avoidance of doubt, the first Reference Entity in respect of which a Credit Event Determination Date occurs will have a Ranking of 1.

Reference Entity means any entity specified as such in the related Final Terms or any Successor thereto.

Reference Entity Notional Amount means for each Reference Entity, the amount equal to the product of the Reference Entity Weighting and the Reference Portfolio Notional Amount.

Reference Entity Weighting means the proportion specified as such in the Final Terms, which will be adjusted in accordance with the provisions of (i) the definition of Successor upon the occurrence of a Succession Event or (ii) Condition 1.4 (2)(b), if applicable.

Reference Obligation(s) means the reference obligation(s) specified in the related Final Terms, or any Substitute Reference Obligation(s) provided that, in respect of a Reference Entity which has a Transaction Type being specified in the Final Terms as being "*Standard Emerging European Corporate LPN*" or "*Emerging European Corporate LPN*", Reference Obligation(s) means, as of the Issue Date, each of the obligations listed as a Reference Obligation of the Reference Entity in the Final Terms or set forth on the relevant LPN Reference Obligations List (each, a "Markit Published LPN Reference Obligation"), as published by Markit Group Limited, or any successor thereto, which list is currently available at http://www.markit.com/marketing/services.php, any Additional LPN, determined in accordance with the Additional LPN definition, and each Additional Obligation. For the avoidance of doubt, in respect of a Reference Entity which has a Transaction Type being specified in the Final Terms as "*Standard Emerging European Corporate LPN*" or "*Emerging European Corporate LPN*", notwithstanding anything to the contrary in these Additional Terms and Conditions for Credit Linked Notes (in particular, notwithstanding that the obligation is not an obligation of the Reference Entity), each Reference Obligation will be an Obligation and a Deliverable Obligation or a Selected Obligation, (as applicable).

Reference Obligations Only means any obligation that is a Reference Obligation and no Obligation Characteristics shall be applicable to Reference Obligations Only.

Reference Portfolio means, in respect of First-to-Default Notes, Basket Notes and Tranche Notes, a portfolio comprising all the Reference Entities.

Reference Portfolio Notional Amount means (i) in respect Tranche Notes, an amount equal to the Aggregate Nominal Amount divided by the difference between the Detachment Point and the Attachment Point; and (ii) in respect of Basket Notes which are not Tranche Notes, an amount equal to the Aggregate Nominal Amount.

Reference Price means 100% or the percentage specified in the Final Terms.

Relevant Clearing System means Clearstream Banking, société anonyme, Luxembourg (**Clearstream, Luxembourg**), Euroclear Bank S.A./N.V. (**Euroclear**) or any other clearance system for the Deliverable Obligations as designated by Euroclear or Clearstream, Luxembourg.

Relevant Obligations means the Obligations constituting Bonds and Loans of the Reference Entity outstanding immediately prior to the effective date of the Succession Event, excluding any debt obligations outstanding between the Reference Entity and any of its Affiliates, as determined by the Calculation Agent. The Calculation Agent will determine the entity which succeeds to such Relevant Obligations on the basis of Best Available Information. If the date on which Best Available Information becomes available or is filed precedes the legally effective date of the relevant Succession Event, any assumptions as to the allocation of obligations between or among entities contained in the Best Available Information will be deemed to have been fulfilled as of the legally effective date of the Succession Event, whether or not this is in fact the case.

Relevant Proportion means the proportion which one Note bears to the total number of Notes outstanding.

Repudiation/Moratorium means the occurrence of both of the following events: (i) an authorised officer of a Reference Entity or a Governmental Authority (a) disaffirms, disclaims, repudiates or rejects, in whole or in part, or challenges the validity of, one or more Obligations in an aggregate amount of not less than the Default Requirement or (b) declares or imposes a moratorium, standstill, roll over or deferral, whether *de facto or de jure*, with respect to one or more Obligations in an aggregate amount of not less than the Default Requirement and (ii) a Failure to Pay, determined without regard to the Payment Requirement, or a Restructuring, determined without regard to the Default Requirement, with respect to any such Obligation occurs on or prior to the Repudiation/Moratorium Evaluation Date.

Repudiation/Moratorium Evaluation Date means, if a Potential Repudiation/Moratorium occurs on or prior to the Scheduled Last Credit Event Occurrence Date, (i) if the Obligations to which such Potential Repudiation/Moratorium relates include Bonds, the date that is the later of (A) the date that is 60 days after the date of such Potential Repudiation/Moratorium and (B) the first payment date under any such Bond after the date of such Potential Repudiation/Moratorium (or, if later, the expiration date of any applicable Grace Period in respect of such payment date) and (ii) if the Obligations to which such Potential Repudiation/Moratorium relates do not include Bonds, the date that is 60 days after the date of such Potential Repudiation/Moratorium; provided that, in either case, the Repudiation/Moratorium Evaluation Date shall occur no later than the Scheduled Maturity Date unless the Repudiation/Moratorium Extension Condition is satisfied. If (i) the Repudiation/Moratorium Extension Condition is satisfied and (ii) a Credit Event Determination Date in respect of that Repudiation/Moratorium does not occur on or prior to the final day of the Notice Delivery Period, the later of the Scheduled Maturity Date and the date falling four Business Days (or in respect of Uncertificated Swedish Notes or Uncertificated Finnish Notes, twelve Payment Business Days) after the Repudiation/Moratorium Evaluation Date will be the Maturity Date (even if a Repudiation/Moratorium occurs after the Scheduled Maturity Date).

Repudiation/Moratorium Extension Condition means a condition that is satisfied

(A) if ISDA publicly announces, pursuant to a valid request that was delivered in accordance with the Rules and effectively received on or prior to the Scheduled Maturity Date, that the relevant Credit Derivatives Determinations Committee has Resolved that an event that constitutes a Potential Repudiation/Moratorium has occurred with respect to an Obligation of the relevant Reference Entity and that such event occurred on or prior to the Scheduled Last Credit Event Occurrence Date, or

(B) otherwise, by the delivery of a Repudiation/Moratorium Extension Notice and, if specified as Applicable in the related Final Terms, Notice of Publicly Available Information by or on behalf of the Issuer to the Noteholders that is effective on or prior to the Scheduled Last Credit Event Occurrence Date.

In all cases, the Repudiation/Moratorium Extension Condition will be deemed not to have been satisfied, or capable of being satisfied, if, or to the extent that, ISDA publicly announces, pursuant to a valid request that was delivered in accordance with the Rules and effectively received on or prior to the date that is fourteen calendar days after the Scheduled Maturity Date, that the relevant Credit Derivatives Determinations Committee has Resolved that either (i) an event does not constitute a Potential Repudiation/Moratorium with respect to an Obligation of the relevant Reference Entity or (ii) an event that constitutes a Potential Repudiation/Moratorium has occurred with respect to an Obligation of the relevant Reference Entity but that such event occurred after the Scheduled Maturity Date.

Repudiation/Moratorium Extension Notice means an irrevocable notice delivered by or on behalf of the Issuer to the Noteholders that describes a Potential Repudiation/Moratorium that occurred on or prior to the Scheduled Last Credit Event Occurrence Date. A Repudiation/Moratorium Extension Notice must contain a description in reasonable detail of the facts relevant to the determination that a Potential Repudiation/Moratorium has occurred and indicate the date of the occurrence. The Potential Repudiation/Moratorium that is the subject of the Repudiation/Moratorium Extension Notice need not be

continuing on the date the Repudiation/Moratorium Extension Notice is effective. If Notice of Publicly Available Information is specified as Applicable in the related Final Terms and a Repudiation/Moratorium Extension Notice contains Publicly Available Information, such Repudiation/Moratorium Extension Notice will also be deemed to be a Notice of Publicly Available Information.

Residual Cash Redemption Amount means, in relation to Basket Notes and Tranche Notes with respect to which one or more Unsettled Credit Event(s) has(ve) occurred, an amount payable on the Maturity Date representing the difference between the Cash Redemption Amount and the Preliminary Cash Redemption Amount.

Restructured Bond or Loan means an Obligation which is a Bond or Loan and in respect of which the relevant Restructuring has occurred.

Restructuring means that:

(A) with respect to one or more Obligations and in relation to an aggregate amount of not less than the Default Requirement, any one or more of the following events occurs in a form that binds all holders of such Obligation, is agreed between a Reference Entity or a Governmental Authority and a sufficient number of holders of such Obligation to bind all holders of the Obligation or is announced (or otherwise decreed) by a Reference Entity or a Governmental Authority in a form that binds all holders of such Obligation, and such event is not expressly provided for under the terms of such Obligation in effect as of the later of the First Credit Event Occurrence Date and the date as of which such Obligation is issued or incurred:

(1) a reduction in the rate or amount of interest payable or the amount of scheduled interest accruals;

(2) a reduction in the amount of principal or premium payable at maturity or at scheduled redemption dates;

(3) a postponement or other deferral of a date or dates for either (A) the payment or accrual of interest or (B) the payment of principal or premium;

(4) a change in the ranking in priority of payment of any Obligation, causing the Subordination of such Obligation to any other Obligation; or

(5) any change in the currency or composition of any payment of interest or principal to any currency which is not Permitted Currency.

(B) Notwithstanding the provisions of paragraph (A) above, none of the following will constitute a Restructuring:

(1) the payment in euros of interest or principal in relation to any Obligation denominated in a currency of a Member State of the European Union that adopts or has adopted the single currency in accordance with the Treaty establishing the European Community, as amended by the Treaty on the European Union;

(2) the occurrence of, agreement to or announcement of any of the events described in paragraphs (A)(1) to (A)(5) above, due to an administrative adjustment, accounting adjustment or tax adjustment or other technical adjustment occurring in the ordinary course of business; and

(3) the occurrence of, agreement to or announcement of any of the events described in paragraphs (A)(1) to (A)(5) above in circumstances where such event does not directly or indirectly result from a deterioration in the creditworthiness or financial condition of the Reference Entity.

(C) For the purposes of paragraphs (A) and (B) above and, unless Multiple Holder Obligation is specified as Not Applicable in the related Final Terms, the paragraph (D) below and the definition of Multiple Holder Obligation, the term Obligation shall be deemed to include Underlying Obligations for which the Reference Entity is acting as provider of a Qualifying Affiliate Guarantee or, if All Guarantees is specified as Applicable in the related Final Terms, as provider of any Qualifying Guarantee. In the case of a Qualifying Guarantee and an Underlying Obligation, references to the Reference Entity in paragraph (A) above shall be deemed to refer to the Underlying Obligor and the reference to the Reference Entity in paragraph (B) above shall continue to refer to the Reference Entity.

(D) Unless Multiple Holder Obligation is specified as Not Applicable in the related Final Terms, then, notwithstanding anything to the contrary in paragraphs (A), (B) and (C) above, the occurrence of, agreement to or announcement of any of the events described in paragraphs (A)(1) to (A)(5) above shall not be a Restructuring unless the Obligation in respect of any such events is a Multiple Holder Obligation.

Restructuring Date means, with respect to a Restructured Bond or Loan, the date on which a Restructuring is legally effective in accordance with the terms of the documentation governing such Restructuring.

Restructuring Maturity Limitation and Fully Transferable Obligation means, if specified as Applicable in the related Final Terms and if Restructuring is the only Credit Event specified in a Credit Event Notice delivered by or on behalf of the Issuer, that a [Deliverable]** [Selected]* Obligation may be specified in the [Notice of Physical Settlement]** [Final Valuation Notice]* only if it (i) is a Fully Transferable Obligation and (ii) has a final maturity date not later than the applicable Restructuring Maturity Limitation Date.

PROVIDED that if a No Auction Announcement Date has occurred pursuant to subparagraph (b) of the definition thereof with respect to Credit Derivatives Transactions (as defined in the 2003 ISDA Credit Derivatives Definitions) relating to the relevant Reference Entity and having a Scheduled Termination Date (as defined in the 2003 ISDA Credit Derivatives Definitions) comparable to the Scheduled Maturity Date of the Notes, the condition set out in subparagraph (ii) above shall not be applicable.

Restructuring Maturity Limitation Date means, with respect to a [Deliverable]** [Selected]* Obligation, the Limitation Date occurring on or immediately following the Scheduled Maturity Date, provided that, in circumstances where the Scheduled Maturity Date is later than the 2.5-year Limitation Date, at least one Enabling Obligation exists. Notwithstanding the foregoing, if the final maturity date of the Restructured Bond or Loan with the latest final maturity date of any Restructured Bond or Loan, occurs prior to the 2.5-year Limitation Date (such Restructured Bond or Loan a **Latest Maturity Restructured Bond or Loan**) and the Scheduled Maturity Date occurs prior to the final maturity date of such Latest Maturity Restructured Bond or Loan, then the Restructuring Maturity Limitation Date will be the final maturity date of such Latest Maturity Restructured Bond or Loan.

In the event that the Scheduled Maturity Date is later than (a) (i) the final maturity date of the Latest Maturity Restructured Bond or Loan, if any, or (ii) the 2.5-year Limitation Date, and in either case, no Enabling Obligation exists or (b) the 20-year Limitation Date, the Restructuring Maturity Limitation Date will be the Scheduled Maturity Date.

Retained Amount means, in relation to Basket Notes or Tranche Notes in respect of which one or more Unsettled Credit Event(s) has(ve) occurred, the lower of:

(A) The difference between the Aggregate Nominal Amount and the Aggregate Loss Amount immediately prior to the Scheduled Maturity Date; and

(B) Either:

(1) In respect of Basket Notes, the aggregate of the Loss Amounts for all the Unsettled Credit Events (assuming a Final Value of zero in respect of each Unsettled Credit Event); or

(2) In respect of Tranche Notes, the amount by which the Aggregate Loss Amount on the Maturity Date (assuming a Final Value of zero in respect of each Unsettled Credit Event) would exceed the Aggregate Loss Amount immediately prior to the Scheduled Maturity Date.

Rules mean the Credit Derivatives Determinations Committees Rules published by ISDA on its website at www.isda.org (or any successor website thereto) from time to time and as amended from time to time in accordance with the terms thereof.

Scheduled Last Credit Event Occurrence Date means the date specified as such in the related Final Terms.

Selected Obligation(s) means, for the purpose of determining the Final Price, as specified in the Final Valuation Notice, subject to, if specified as Applicable in the related Final Terms, the provisions contained in the definition of Restructuring Maturity Limitation and Fully Transferable Obligation or the provisions contained in the Definition of Modified Restructuring Maturity Limitation and Conditionally Transferable Obligation, any of:

(A) the Reference Obligation (if any);

(B) any obligation of a Reference Entity (either directly or as provider of a Qualifying Affiliate Guarantee, or if All Guarantees is specified as Applicable in the related Final Terms, as provider of any Qualifying Guarantee), described by the Selected Obligation Category specified in the related Final Terms and having each of the Selected Obligation Characteristics, if any, specified in the related Final Terms that (i) is payable in an amount equal to its outstanding principal balance (excluding accrued interest), or Due and Payable Amount, as applicable, (ii) in the case of a Qualifying Guarantee other than a Qualifying Affiliate Guarantee, is capable, at the Credit Valuation Date, of immediate assertion or demand by or on behalf of the holder or holders against the Reference Entity for an amount at least equal to the outstanding principal balance (excluding accrued interest) or Due and Payable Amount, as applicable, apart from the giving of any notice of non-payment or similar procedural requirement, it being understood that acceleration of an Underlying Obligation shall not be considered a procedural requirement and (iii) that is not subject to a right of set-off by or of a Reference Entity or any applicable Underlying Obligor or any counterclaim or defence, other than a counterclaim or defence based on the following factors:

(1) any lack or alleged lack of authority or capacity of a Reference Entity to enter into any Selected Obligations;

(2) any actual or alleged unenforceability, illegality, impossibility or invalidity with respect to any Selected Obligations, however described;

(3) any applicable law, order, regulation, decree or notice, however described, or the promulgation of, or any change in, the interpretation by any court, tribunal, regulatory authority or similar administrative or judicial body with competent or apparent jurisdiction of any applicable law, order, regulation, decree or notice, however described; or

(4) the imposition of, or any change in, any exchange controls, capital restrictions or any other similar restrictions imposed by any monetary or other authority, however described.

(C) solely in relation to a Restructuring applicable to a Sovereign Reference Entity, any Sovereign Restructured Selected Obligation that (i) is payable in an amount equal to its outstanding principal balance (excluding accrued interest), or Due and Payable Amount, as applicable, (ii) is not subject to any counterclaim, defence (other than a counterclaim or defence based on the factors set forth in paragraphs (B)(1) to (B)(4) above or right of set off by or of the Reference Entity or, as applicable, an Underlying Obligor and (iii) in the case of a Qualifying Guarantee other than a Qualifying Affiliate Guarantee, is capable, at the Credit Valuation Date, of immediate assertion or demand by or on behalf of the holder or holders against the Reference Entity for an amount at least equal to the outstanding principal balance of the Notes (excluding accrued interest), or Due and Payable Amount, as applicable apart from the giving of any notice of non-payment or similar procedural requirement, it being understood that acceleration of an Underlying Obligation shall not be considered a procedural requirement;

(D) any other obligation of a Reference Entity specified as such in the related Final Terms.

(1) If the Notes described in the related Final Terms are denominated in Euros:

where a Selected Obligation is denominated in a currency other than Euro, the Calculation Agent will determine the Euro equivalent of such amount by reference to the MEAN price as displayed on Reuters Page ECB37 as of London 12:00 pm on the Credit Valuation Date, or in such other commercially reasonable manner as it will determine in its sole discretion.

(2) If the Notes described in the related Final Terms are denominated in United States Dollars:

where a Selected Obligation is denominated in a currency other than United States Dollar, the Calculation Agent will determine the United States Dollar equivalent of such amount by reference to the Federal Reserve Bank of New York 10.00 a.m. mid point rate as displayed on Reuters Page FEDSPOT on the Credit Valuation Date, or in such other commercially reasonable manner as it will determine in its sole discretion.

(3) If the Notes described in the related Final Terms are denominated in Hong Kong Dollars:

where a Selected Obligation is denominated in a currency other than Hong Kong Dollar, the Calculation Agent will determine the Hong Kong Dollar equivalent of such amount by reference to the Federal Reserve Bank of New York 10.00 a.m. mid point rate as displayed on Reuters Page FEDSPOT on the Credit Valuation Date, or in such other commercially reasonable manner as it will determine in its sole discretion.

Selected Obligation Category means any one of Payment, Borrowed Money, Reference Obligations Only, Bond, Loan, or Bond or Loan, as specified in the related Final Terms. In case of Reference Obligations Only, no Selected Obligation Characteristics shall be applicable.

Selected Obligation Characteristics means any one or more of Not Subordinated, Specified Currency, Not Sovereign Lender, Not Domestic Currency, Not Domestic Law, Listed, Not Contingent, Not Domestic Issuance, Assignable Loan, Consent Required Loan, Transferable, Maximum Maturity, Accelerated or Matured and Not Bearer as specified in the related Final Terms. If any of Payment, Borrowed Money, Loan or Bond or Loan is specified as Selected Obligation Category and more than one of Assignable Loan and Consent Required Loan are specified as Selected Obligation Characteristics, the Selected Obligation may include any Loan that satisfies any one of such Selected Obligation Characteristics specified and need not satisfy all such Selected Obligation Characteristics.

Settlement Method means either Physical Settlement (see Condition 1.1) or Cash Settlement (see Condition 1.2) as specified in the related Final Terms.

Settlement Type means American Settlement or European Settlement as specified in the related Final Terms.

Single Name Note means a Credit Linked Note indexed on one Reference Entity for which the Type of Credit Linked Notes is specified as "Single Name Notes" in the related Final Terms.

Sovereign means any state, political subdivision or government, or any agency, instrumentality, ministry, department or other authority (including, without limiting the foregoing, the central bank) thereof.

Sovereign Agency means any agency, instrumentality, ministry, department or other authority (including, without limiting the foregoing, the central bank) of a Sovereign.

Sovereign Restructured Deliverable Obligation means an Obligation of a Sovereign Reference Entity (a) in respect of which a Restructuring that is the subject of the relevant Credit Event Notice has occurred and (b) described by the Deliverable Obligation Category specified in the related Final Terms and having each of the Deliverable Obligation Characteristics, if any, specified in the related Final Terms, in each case, immediately preceding the date on which such Restructuring is legally effective in accordance with the terms of the documentation governing such Restructuring without regard to whether the Obligation would satisfy such Deliverable Obligation Category or Deliverable Obligation Characteristics after such Restructuring.

Sovereign Restructured Selected Obligation means an Obligation of a Sovereign Reference Entity (a) in respect of which a Restructuring that is the subject of the relevant Credit Event Notice has occurred and (b) described by the Selected Obligation Category specified in the related Final Terms and having each of the Selected Obligation Characteristics, if any, specified in the related Final Terms, in each case, immediately preceding the date on which such Restructuring is legally effective in accordance with the terms of the documentation governing such Restructuring without regard to whether the Obligation would satisfy such Selected Obligation Category or Selected Obligation Characteristics after such Restructuring.

Specified Currency means for the purpose of these Additional Terms and Conditions, an obligation that is payable in the currency or currencies specified as such in the related Final Terms (or, if Specified Currency is specified in the related Final Terms and no currency is specified, any of the lawful currencies of Canada, Japan, Switzerland, the United Kingdom, the United States of America and the euro (and any successor currency to any of the aforementioned currencies), which currencies shall be referred to collectively as the **Standard Specified Currencies**).

Specified Deliverable Obligation(s) means Deliverable Obligations of the Reference Entity or First-to-Default Reference Entity as specified in the Notice of Physical Settlement (subject to the definition of such term).

Specified Number means the number of Public Sources specified in the related Final Terms (or if a number is not specified, two).

Standard Unwind Costs means in respect of each Note, an amount, subject to a minimum of zero, determined by the Calculation Agent equal to the sum of (without duplication) all costs, expenses (including loss of funding and break funding charges), tax and duties incurred directly or indirectly by the Calculation Agent (or any of its Affiliates) in relation to the occurrence of a Credit Event Determination Date and the related partial or total termination, settlement or re-establishment of any Hedge Position, such amount to be apportioned pro rata amongst the Specified Denomination (or if relevant in case of Single Name Notes or First to Default Notes, the Nominal Amount) of each outstanding Note.

Subordination means, with respect to an obligation (the **Subordinated Obligation**) and another obligation of the Reference Entity to which such obligation is being compared (the **Senior Obligation**), a contractual, trust or similar arrangement providing that (i) upon the liquidation, dissolution,

reorganisation or winding up of the Reference Entity, claims of the holders of the Senior Obligation will be satisfied prior to the claims of the holders of the Subordinated Obligation or (ii) the holders of the Subordinated Obligation will not be entitled to receive or retain payments in respect of their claims against the Reference Entity at any time that the Reference Entity is in payment arrears or is otherwise in default under the Senior Obligation. **Subordinated** will be construed accordingly. For purposes of determining whether Subordination exists or whether an obligation is Subordinated with respect to another obligation to which it is being compared, the existence of preferred creditors arising by operation of law or of collateral, credit support or other credit enhancement arrangements shall not be taken into account, except that, notwithstanding the foregoing, priorities arising by operation of law shall be taken into account where the Reference Entity is a Sovereign.

Substitute Reference Obligation(s) means one or more obligations of the Reference Entity (either directly or as a provider of a Qualifying Affiliate Guarantee, or if All Guarantees is specified as Applicable in the related Final Terms, as provider of any Qualifying Guarantee) that will replace one or more Reference Obligations, identified by the Calculation Agent in accordance with the following procedures:

(a) in the event that (i) a Reference Obligation is redeemed in whole or (ii) in the opinion of the Calculation Agent (A) the aggregate amounts due under any Reference Obligation have been materially reduced by redemption or otherwise (other than due to any scheduled redemption, amortisation or prepayments), (B) any Reference Obligation is an Underlying Obligation with a Qualifying Guarantee of the Reference Entity and, other than due to the existence or occurrence of a Credit Event, the Qualifying Guarantee is no longer a valid and binding obligation of the Reference Entity enforceable in accordance with its terms, or (C) for any other reason, other than due to the existence or occurrence of a Credit Event, any Reference Obligation is no longer an obligation of the Reference Entity, the Calculation Agent shall identify one or more Obligations to replace such Reference Obligation.

(b) Any Substitute Reference Obligation or Substitute Reference Obligations shall be an Obligation that (1) ranks *pari passu* in priority of payment with the ranking in priority of payment of each of the Substitute Reference Obligation and such Reference Obligation (with the ranking in priority of payment of such Reference Obligation being determined as of the date as of which such Reference Obligation was issued or incurred and not reflecting any change to such ranking in priority of payment after such date), (2) preserves the economic equivalent, as closely as practicable as determined by the Calculation Agent, of the Issuer's obligations under the Notes and (3) is an obligation of the relevant Reference Entity (either directly or as provider of a Qualifying Affiliate Guarantee, or if All Guarantees is specified as Applicable in the related Final Terms, as provider of any Qualifying Guarantee). Upon notice to the Noteholders, the Substitute Reference Obligation or Substitute Reference Obligations identified by the Calculation Agent shall, without further action, replace such Reference Obligation or Reference Obligations.

The Calculation Agent will (in its absolute discretion) make such adjustments to the terms of the Notes that it determines are necessary in order to preserve the economic equivalent of the Issuer's obligations under the Notes.

succeed means, for the purposes of determining a Successor, with respect to a Reference Entity and its Relevant Obligations (or, as applicable, obligations), that a party other than such Reference Entity (i) assumes or becomes liable for such Relevant Obligations (or, as applicable, obligations) whether by operation of law or pursuant to any agreement or (ii) issues Bonds that are exchanged for Relevant Obligations (or, as applicable, obligations), and in either case such Reference Entity is no longer an obligor (primarily or secondarily) or guarantor with respect to such Relevant Obligations (or, as applicable, obligations). The determinations required pursuant to the definition of Successor shall be made, in the case of an exchange offer, on the basis of the outstanding principal balance of Relevant

Obligations tendered and accepted in the exchange and not on the basis of the outstanding principal balance of Bonds for which Relevant Obligations have been exchanged.

Succession Event means

(A) with respect to a Reference Entity that is not a Sovereign, an event such as a merger, consolidation, amalgamation, transfer of assets or liabilities, demerger, spin-off or other similar event in which one entity succeeds to the obligations of another entity, whether by operation of law or pursuant to any agreement; or

(B) with respect to a Reference Entity that is a Sovereign, an event such as annexation, unification, secession, partition, dissolution, consolidation, reconstitution or other event that results in any direct or indirect successor(s) to such Reference Entity.

Notwithstanding the foregoing, Succession Event shall not include an event (i) in which the holders of obligations of the Reference Entity exchange such obligations for the obligations of another entity, unless such exchange occurs in connection with a merger, consolidation, amalgamation, transfer of assets or liabilities, demerger, spin-off or other similar event or (ii) with respect to which the legally effective date (or in the case of a Reference Entity that is a Sovereign, the date of occurrence) has occurred prior to the Succession Event Backstop Date.

Succession Event Backstop Date means the date that is 120 calendar days prior to the Issue Date of the relevant Notes.

Succession Event Information means an information about the occurrence of a Succession Event that occurred on or after the Succession Event Backstop Date with a description in reasonable detail of the facts relevant to the determination of (a) the Succession Event or the change of name of the Reference Entity that has occurred and (b) if relevant, the identity of any Successor(s) or, as applicable, the name of the Reference Entity. Such Succession Event Information may be requested at any time by the Noteholders at the office of the Calculation Agent, and will be notified as part of a notice of Potential Failure to Pay or a Repudiation/Moratorium Extension Notice or a Credit Event Notice (as the case may be) in respect of such a Successor by or on behalf of the Issuer to the Noteholders.

Successor means:

(A) in relation to a Reference Entity that is not a Sovereign, the entity or entities, if any determined as set forth below:

(1) If one entity directly or indirectly succeeds to seventy-five per cent. or more of the Relevant Obligations of the Reference Entity by way of a Succession Event, that entity will be the sole Successor and, in the case of Basket Notes and Tranche Notes, the Reference Entity Weighting of such sole Successor will be the Reference Entity Weighting of the Reference Entity before the Succession Event.

(2) If only one entity directly or indirectly succeeds to more than twenty-five per cent. (but less than seventy five per cent.) of the Relevant Obligations of the Reference Entity by way of a Succession Event, and not more than twenty-five per cent. of the Relevant Obligations of the Reference Entity remain with the Reference Entity, the entity that succeeds to more than twenty-five per cent. of the Relevant Obligations will be the sole Successor and, in the case of Basket Notes and Tranche Notes, the Reference Entity Weighting of such sole Successor will be the Reference Entity Weighting of the Reference Entity before the Succession Event.

(3) If more than one entity each directly or indirectly succeeds to more than twenty-five per cent. of the Relevant Obligations of the Reference Entity by way of a Succession Event, and not more than twenty-five per cent. of the Relevant Obligations of the

Reference Entity remain with the Reference Entity, the entities that succeed to more than twenty-five per cent. of the Relevant Obligations will each be a Successor and the terms of the Notes will be amended in accordance with the provisions set out in the definition of Multiple Successor in Condition 1.5 above. In the case of Basket Notes and Tranche Notes, the Reference Entity Weighting of each Successor will be the Reference Entity Weighting of the Reference Entity before the Succession Event, divided by the number of Successors.

(4) If one or more entities each directly or indirectly succeed to more than twenty-five per cent. of the Relevant Obligations of the Reference Entity by way of a Succession Event, and more than twenty-five per cent. of the Relevant Obligations of the Reference Entity remain with the Reference Entity, each such entity and the Reference Entity will each be a Successor and the terms of the Notes will be amended in accordance with the provisions set out in the definition of Multiple Successor in Condition 1.5 above. In the case of Basket Notes and Tranche Notes, the Reference Entity Weighting of each Successor will be the Reference Entity Weighting of the Reference Entity before the Succession Event, subject to adjustment of the Reference Entity Weighting, divided by the number of Successors.

(5) If one or more entities directly or indirectly succeed to a portion of the Relevant Obligations of the Reference Entity by way of a Succession Event, but no entity succeeds to more than twenty-five per cent. of the Relevant Obligations of the Reference Entity and the Reference Entity continues to exist, there will be no Successor and the terms of the Notes will not be changed in any way as a result of the Succession Event.

(6) If one or more entities directly or indirectly succeed to a portion of the Relevant Obligations of the Reference Entity by way of a Succession Event, but no entity succeeds to more than twenty-five per cent. of the Relevant Obligations of the Reference Entity and the Reference Entity ceases to exist, the entity which succeeds to the greatest percentage of Relevant Obligations (or, if two or more entities succeed to an equal percentage of Relevant Obligations, the entity from among those entities which succeeds to the greatest percentage of obligations of the Reference Entity) will be the sole Successor and, in the case of Basket Notes and Tranche Notes, the Reference Entity Weighting of such sole Successor will be the Reference Entity Weighting of the Reference Entity before the Succession Event.

PROVIDED THAT, in the case of Basket Notes and Tranche Notes, if the resulting Successor of a Reference Entity affected by a Succession Event, or as the case may be, one or more of the several resulting Successors of such Reference Entity is(are) another Reference Entity comprised in the Reference Portfolio at the legally effective date of the Succession Event, the Reference Entity Weighting of the Successor will be the sum of the Reference Entity Weighting of such Successor after the Succession Event as determined in accordance with paragraphs (A)(1), (A)(2),(A)(3), (A)(4) or (A)(6) above and the Reference Entity Weighting of such Successor in effect prior to the Succession Event.

PROVIDED FURTHER THAT, in the case of Basket Notes and Tranche Notes, if two or more Reference Entities are affected by a Succession Event resulting in at least one common Successor, the Reference Entity Weighting of the Successor will be the sum of the Reference Entity Weighting of such Successor after the Succession Event as determined in accordance with paragraphs (A)(1), (A)(2),(A)(3), (A)(4) or (A)(6) above with respect to each Reference Entity in respect of which it is a Successor.

The Calculation Agent will be responsible for determining, as soon as reasonably practicable after it becomes aware of the relevant Succession Event (but no earlier than fourteen calendar

days after the legally effective date of the Succession Event), and with effect from the legally effective date of the Succession Event, whether the relevant thresholds set forth above have been met, or which entity qualifies under paragraph (A)(6) above, as applicable. PROVIDED THAT the Calculation Agent will not make such determination if at such time, either (a) ISDA has publicly announced that the conditions to convening a Credit Derivatives Determinations Committee to Resolve in accordance with the Rules (y) whether an event that constitutes a Succession Event has occurred with respect to the relevant Reference Entity and (x) the legally effective date of such event (until such time, if any, as ISDA subsequently publicly announces that the relevant Credit Derivatives Determinations Committee has Resolved not to determine a Successor) are satisfied or (b) ISDA has publicly announced that the relevant Credit Derivatives Determinations Committee has Resolved that no event that constitutes a Succession Event has occurred. In calculating the percentages used to determine whether the relevant thresholds set forth above have been met, or which entity qualifies under paragraph (A)(6) above, as applicable, the Calculation Agent shall use, with respect to each applicable Relevant Obligation included in such calculation, the amount of the liability with respect to such relevant Obligation listed in the Best Available Information.

(B) With respect to a Sovereign Reference Entity, Successor means each entity which becomes a direct or indirect successor to such Reference Entity by way of a Succession Event, irrespective of whether any such successor assumes any of the obligations of such Reference Entity.

The Calculation Agent will be responsible for determining, as soon as reasonably practicable after it becomes aware of the relevant Succession Event (but no earlier than fourteen calendar days after the date of the occurrence of the relevant Succession Event), and with effect from the date of the occurrence of the Succession Event, each Sovereign and/or entity, if any, that qualifies under paragraph (B) above. PROVIDED THAT the Calculation Agent will not make such determination if at such time, either (a) ISDA has publicly announced that the conditions to convening a Credit Derivatives Determinations Committee to Resolve in accordance with the Rules (y) whether an event that constitutes a Succession Event has occurred with respect to the relevant Reference Entity and (x) the date of the occurrence of such event (until such time, if any, as ISDA subsequently publicly announces that the relevant Credit Derivatives Determinations Committee has Resolved not to determine a Successor) are satisfied or (b) ISDA has publicly announced that the relevant Credit Derivatives Determinations Committee has Resolved that no event that constitutes a Succession Event has occurred. A notice will be sent by or on behalf of the Issuer to the Noteholders evidencing the Succession Event and giving all necessary relevant indications as to the Successor(s), the Multiple Successor Notional Amount (if applicable), the Reference Entity Weighting (if applicable) and the change in Reference Obligation(s).

PROVIDED THAT (for paragraphs (A) and (B) above), *if N-to-M-to-Default is specified as Applicable in the related Final Terms or in respect of First-to-Default Notes,* the Calculation Agent will adjust the effect of any Succession Event as necessary so that in all cases the number of Reference Entities in the Reference Portfolio will remain unchanged and *if N-to-M-to-Default is specified as Applicable in the related Final Terms,* so that the Reference Entity Weighting will remain the same for all Reference Entities comprised in the Reference Portfolio, in particular:

(1) if the resulting Successor of a Reference Entity (the **Legacy Reference Entity**) affected by a Succession Event is another Reference Entity comprised in the Reference Portfolio (the **Surviving Reference Entity**) at the legally effective date of the Succession Event, the Calculation Agent acting in good faith and in its sole discretion shall select a new entity having an equivalent Rating (as defined below) or an equivalent credit risk (if no Rating is available) to the Legacy Reference Entity immediately prior to the occurrence of the Succession Event; such new entity shall be

deemed to have replaced the Legacy Reference Entity as Reference Entity effective on and from the date of the Succession Event and *if N-to-M-to-Default is specified as Applicable in the related Final Terms,* the Reference Entity Weighting of the Surviving Reference Entity shall remain the Reference Entity Weighting of the Surviving Reference Entity in effect prior to the Succession Event and the Reference Entity Weighting of the entity having replaced the Legacy Reference Entity shall be equal to the Reference Entity Weighting of the Legacy Reference Entity prior to the Succession Event; and

(2) if a Succession Event would result in more than one Successor (the **Potential Successors**) to a Reference Entity, the Calculation Agent shall select in its sole discretion only one entity (the **Chosen Successor**) among the Potential Successors to replace the Reference Entity; the Chosen Successor shall be deemed to have replaced the Reference Entity and *if N-to-M-to-Default is specified as Applicable in the related Final Terms,* its Reference Entity Weighting shall be equal to the Reference Entity Weighting of the Reference Entity prior to the Succession Event.

For the purposes of this definition **Rating** means the senior unsecured debt rating assigned by the three rating agencies Moody's Investor Service, Inc., Standard & Poor's, a division of The McGraw-Hill Companies, Inc. and Fitch Ratings or any of them, being understood that if the ratings assigned in respect of an entity are not equivalent, only the highest one(s) will be taken into consideration.

Supranational Organisation means any entity or organisation established by treaty or other arrangement between two or more Sovereigns or Sovereign Agencies of two or more Sovereigns and includes, without limiting the foregoing, the International Monetary Fund, European Central Bank, International Bank for Reconstruction and Development and European Bank for Reconstruction and Development.

Tranche Note means a Basket Note for which the Type of Credit Linked Notes is specified as "Tranche Notes" in the related Final Terms.

Tranche Notional Amount means, in respect of Tranche Notes, the Aggregate Nominal Amount of the Notes on the Issue Date or such other amount specified as such in the Final Terms.

Tranche Subordination Amount means, with respect to Tranche Notes, the Reference Portfolio Notional Amount multiplied by the Attachment Point.

Transaction Auction Settlement Terms means in respect of a Reference Entity and the related Credit Event, the Credit Derivatives Auction Settlement Terms published by ISDA, in accordance with the Rules or any other recognised association or organisation selected by the Calculation Agent (including for the avoidance of doubt any Auction Settlement), which provides for the valuation of obligations of a Reference Entity in respect of which a Credit Event has occurred and which shall be used to determine the amounts payable between the parties to a credit derivatives transaction referencing such Reference Entity for which Auction Covered Transactions (as defined in the Rules) would be credit derivatives transactions with a scheduled termination date comparable to or later than the Scheduled Maturity Date of the Notes.

Transaction Type means in respect of a Reference Entity, the transaction type specified in the Final Terms.

Transferable means an obligation that is transferable to institutional investors without any contractual, statutory or regulatory restriction, provided that none of the following will be considered contractual, statutory or regulatory restrictions:

(A) contractual, statutory or regulatory restrictions that provide for eligibility for resale pursuant to Rule 144A or Regulation S (and any contractual, statutory or regulatory restrictions promulgated under the laws of any jurisdiction having a similar effect in relation to the eligibility for resale of an obligation); or

(B) restrictions on permitted investments such as statutory or regulatory investment restrictions on insurance companies and pension funds.

If the [Deliverable]**[Selected]* Obligation Characteristic Transferable is specified as Applicable in the related Final Terms, such Final Terms shall be construed as though such [Deliverable]**[Selected]* Obligation Characteristic had been specified as a [Deliverable]**[Selected]* Obligation Characteristic only with respect to [Deliverable]**[Selected]* Obligations that are not Loans (and shall only be relevant to the extent that obligations other than Loans are covered by the specified [Deliverable]**[Selected]* Obligation Category).

Undeliverable Obligation(s) means that part of the Specified Deliverable Obligations for which Delivery is Illegal or Impossible.

Unsettled Credit Event means, with respect of a Reference Entity, that:

(A) a Credit Event Determination Date has occurred prior to the Scheduled Maturity Date but the corresponding Final Valuation Notice Receipt Date has not occurred immediately prior to the Scheduled Maturity Date; or

(B) a Notice of Pending Credit Event is delivered less than 100 Business Days prior to the Scheduled Maturity Date and (i) a DC No Credit Event Announcement has not been published prior to the Scheduled Maturity Date and (ii) if a Credit Event Notice has subsequently been delivered in relation to the relevant Credit Event, the corresponding Final Valuation Notice Receipt Date has not occurred immediately prior to the Scheduled Maturity Date; or

(C) a Potential Repudiation/Moratorium has occurred and is continuing at the Scheduled Maturity Date; or

(D) a Potential Failure to Pay has occurred and is continuing at the Scheduled Maturity Date.

In respect of Basket Notes or Tranche Notes, the occurrence of an Unsettled Credit Event shall give rise to the payment of the Preliminary Cash Redemption amount on the Scheduled Maturity Date and of the Residual Cash Redemption Amount on the Maturity Date.

Unwind Costs means, in respect of each Note (i) Standard Unwind Costs if specified as such in the related Final Terms or (ii) the amount specified in the applicable Final Terms or (iii) zero if specified as being Not Applicable in the related Final Terms.

Valuation Hedging Cost means, in relation to a Selected Obligation, the direct and duly documented cost, if any, borne by the Issuer, the Issuer's hedging counterparty, the Calculation Agent or an agent on their behalf in relation to the determination of the Final Price.

Voting Shares shall mean those shares or other interests that have the power to elect the board of directors or similar governing body of an entity.

Weighted Average Quotation means, if there are no Full Quotations available, the weighted average of firm bid quotations obtained from the Quotation Dealers, to the extent reasonably practicable, each for an amount as large a size as available, that in aggregate are equal to or greater than the Quotation Amount.

ADDITIONAL TERMS AND CONDITIONS FOR INFLATION LINKED NOTES

1. DEFINITIONS

Business Day means a "Business Day" as defined in English law Condition 3 and in French law Condition 3, determined on the basis of the Specified Currency of the relevant Notes.

Calculation Agent has the meaning given to that expression in English law Condition 10 and French law Condition 10.

Closing Price means the level of the Inflation Index for a Reference Period which is relevant to the calculation of a payment under the Notes.

Fallback Bond means a bond, if any, selected by the Calculation Agent and issued by the government of the country to whose level of inflation the Inflation Index relates and which pays an interest or redemption amount which is calculated by reference to the Inflation Index, with a maturity date which falls on (a) the same day as the Maturity Date, (b) the next longest maturity after the Maturity Date if there is no such bond maturing on the Maturity Date, or (c) the next shortest maturity before the Maturity Date if no bond defined in (a) or (b) is selected by the Calculation Agent. If the Inflation Index relates to the level of inflation across the European Monetary Union, the Calculation Agent will select an inflation-linked bond that is a debt obligation of one of the governments (but not any government agency) of France, Italy, Germany or Spain and which pays an interest or redemption amount which is calculated by reference to the level of inflation in the European Monetary Union. In each case, the Calculation Agent will select the Fallback Bond from those inflation-linked bonds issued on or before the Issue Date and, if there is more than one inflation-linked bond maturing on the same date, the Fallback Bond shall be selected by the Calculation Agent from those bonds. If the Fallback Bond redeems the Calculation Agent will select a new Fallback Bond on the same basis, but selected from all eligible bonds in issue at the time the original Fallback Bond redeems (including any bond for which the redeemed bond is exchanged). For the avoidance of doubt, if no bond defined in (a), (b) or (c) above is selected by the Calculation Agent, there will be no Fallback Bond.

Hedge Positions means any purchase, sale, entry into or maintenance, by Société Générale or one of its affiliate, of one or more (a) positions or contracts in securities, options, futures, derivatives, interest rate transactions or foreign exchange transactions, (b) securities lending/borrowing transactions, (c) any cash deposits or cash borrowing and/or (d) other instruments, arrangements, assets or liabilities howsoever described in order to hedge, individually or on a portfolio basis, the part of Société Générale or one of its affiliate's obligation under the Notes.

Index Sponsor means the entity specified in the applicable Final Terms that publishes or announces (directly or through an agent) the level of the relevant Inflation Index on a regular basis.

Inflation Index means any inflation index specified as Underlying in the applicable Final Terms, subject to adjustment pursuant to the provisions of "*Adjustments and Events*" in Condition 2.1 below.

Payment Date means any date on which a payment is due and payable pursuant to the terms of the Notes.

Reference Period means the time period for which the level of the Inflation Index was calculated and to which, as a result, such level of Inflation Index refers, regardless of when this level is published or announced. The time period may be, but is not limited to, a calendar year, a semester, a quarter or a month.

Substitute Index Level means an index level, determined by the Calculation Agent in accordance with Condition 2.1.1 below.

Successor Index has the meaning given to it in Condition 2.1.2 below.

2. ADJUSTMENTS, EVENTS, CHANGE IN LAW, HEDGING DISRUPTION, INCREASED COST OF HEDGING AND CONSEQUENCES

2.1 Adjustments and Events

2.1.1 Delay of Publication

(a) If the Closing Price is not published or announced by the day that is five Business Days prior to the next following Payment Date under the Notes, the Calculation Agent will determine a **Substitute Index Level** (in place of such Closing Price) by using the following methodology:

(i) if applicable, the Calculation Agent shall take the same action to determine the Substitute Index Level for such Payment Date as that taken by the relevant calculation agent pursuant to the terms and conditions of the Fallback Bond;

(ii) if (i) above does not result in a Substitute Index Level for such Payment Date for any reason, then the Calculation Agent shall determine the Substitute Index Level as follows:

Substitute Index Level = Base Level × (Latest Level / Reference Level)

Where:

Base Level means the level of the Inflation Index (excluding any "flash" estimates) published or announced by the Index Sponsor in respect of the time period which is 12 calendar months prior to the time period for which the Substitute Index Level is being determined;

Latest Level means the latest level of the Inflation Index (excluding any "flash" estimates) published or announced by the Index Sponsor prior to the time period in respect of which the Substitute Index Level is being calculated; and

Reference Level means the level of the Inflation Index (excluding any "flash" estimates) published or announced by the Index Sponsor prior to the time period that is 12 calendar months prior to the time period referred to in "Latest Level" above.

(b) If a Closing Price is published or announced at any time after the day that is five Business Days prior to the next following Payment Date under the Notes, such Closing Price will not be used in any calculations. The Substitute Index Level so determined pursuant to this paragraph (a) will be the definitive level for that Reference Period.

If the Calculation Agent determines a Substitute Index Level in accordance with this Condition 2.1.1, the Calculation Agent may make any adjustment or adjustments (without limitation) to (x) the Substitute Index Level determined in accordance with this Condition 2.1.1 and/or (y) any amount payable under the Notes and/or any other relevant term of the Notes, in each case, as the Calculation Agent deems necessary.

Provided however that,

(A) in respect of Uncertificated Nordic Notes issued by an Issuer other than SG Issuer, cleared and settled through the Swedish Central Securities Depositary (Euroclear Sweden AB), the Finnish Central Securities Depositary (Euroclear Finland Ltd) or the Danish Central Securities Depositary, *Vaerdipapircentralen* (**VP**), all references to the word “five” in (a) and (b) above shall be deemed to be references to the word “twelve”,

(B) in respect of Uncertificated Nordic Notes issued by an Issuer other than SG Issuer, cleared and settled through the Norwegian Central Security Depositary (**Verdipapirsentralen**), all references to the word “five” in (a) and (b) above shall be deemed to be references to the word “ten”, and

(C) in respect of Uncertificated Nordic Notes issued by SG Issuer, cleared and settled through the Swedish Central Securities Depositary (Euroclear Sweden AB), all references to the word “five” in (a) and (b) above shall be deemed to be references to the word “nineteen”.

2.1.2 Cessation of Publication

If the Calculation Agent determines that the level of an Inflation Index is not calculated and announced by the Index Sponsor for two consecutive months and/or the Index Sponsor announces that it will not longer continue to publish or announce the Inflation Index and/or the Index Sponsor cancels the Inflation Index, then the Calculation Agent shall determine a successor index (a **Successor Index**) (in lieu of any previously applicable Inflation Index) for the purposes of the Notes as follows:

(i) if at any time, a successor index has been designated by the relevant calculation agent pursuant to the terms and conditions of the Fallback Bond, such successor index shall be designated a Successor Index for the purposes of all subsequent Payment Dates in relation to the Notes, notwithstanding that any other Successor Index may previously have been determined under paragraphs (ii), (iii) or (iv) below;

(ii) if a Successor Index has not been determined under paragraph (i) above, and a notice has been given or an announcement has been made by the Index Sponsor, specifying that the Inflation Index will be superseded by a replacement index specified by the Index Sponsor, and the Calculation Agent determines that such replacement index is calculated using the same or substantially similar formula or method of calculation as used in the calculation of the previously applicable Inflation Index, such replacement index shall be the Inflation Index for purposes of the Notes from the date that such replacement index comes into effect;

(iii) if a Successor Index has not been determined under paragraphs (i) or (ii) above, the Calculation Agent shall ask five leading independent dealers to state what the replacement index for the Inflation Index should be. If at least four responses are received, and of those responses, three or more leading independent dealers state the same index, such index will be deemed the "Successor Index". If three responses are received, and two or more leading independent dealers state the same index, such index will be deemed the "Successor Index". If fewer than three responses are received, the Calculation Agent will proceed to paragraph (iv) hereof;

(iv) if no Successor Index has been determined under paragraphs (i), (ii) and (iii) above by the fifth Business Day prior to the next following Payment Date under the Notes, the Calculation Agent will determine an appropriate alternative index for such date, acting in good faith and in a commercially reasonable manner, and such index will be deemed the "Successor Index";

Provided however that,

(A) in respect of Uncertificated Nordic Notes issued by an Issuer other than SG Issuer, cleared and settled through the Swedish Central Securities Depositary (Euroclear Sweden AB), the Finnish Central Securities Depositary (Euroclear Finland Ltd) or the Danish Central Securities Depositary, *Vaerdipapircentralen* (**VP**), all references to the word “fifth” above shall be deemed to be references to the word “twelfth”,

(B) in respect of Uncertificated Nordic Notes issued by an Issuer other than SG Issuer, cleared and settled through the Norwegian Central Security Depositary (**Verdipapirsentralen**), all references to the word “fifth” above shall be deemed to be references to the word “tenth”, and

(C) in respect of Uncertificated Nordic Notes issued by SG Issuer, cleared and settled through the Swedish Central Securities Depositary (Euroclear Sweden AB), all references to the word "fifth" in (a) and (b) above shall be deemed to be references to the word "nineteenth".

(v) if the Calculation Agent determines that no alternative index is appropriate, the Calculation Agent shall consider such event as an event triggering an early redemption of the Notes. In that case, the Calculation Agent shall terminate its obligations under the Notes and pay to each Noteholder, as soon as possible after the occurrence of such event, an Early Redemption Amount on the basis of Market Value as defined in English law Condition 5.8 and French law Condition 5.8.

For the avoidance of doubt, the Calculation Agent shall determine the date on which the Successor Index shall be deemed to replace the Inflation Index for the purposes of the Notes.

If a Successor Index is determined in accordance with this Condition 2.1.2, the Calculation Agent may make any adjustment or adjustments (without limitation) to any amount payable under the Notes and/or any other relevant term of the Notes as the Calculation Agent deems necessary.

2.1.3 Rebasing of the Inflation Index

If the Calculation Agent determines that the Inflation Index has been or will be rebased at any time, the Inflation Index as so rebased (the "**Rebased Index**") will be used for purposes of determining the Closing Price from the date of such rebasing; provided, however, that the Calculation Agent shall make such adjustments as are made by the calculation agent pursuant to the terms and conditions of the Fallback Bond, if any, to the level of the Rebased Index so that the Rebased Index levels reflect the same rate of inflation as the Inflation Index before it was rebased. If there is no Fallback Bond, the Calculation Agent shall make adjustments to the levels of the Rebased Index so that the Rebased Index levels reflect the same rate of inflation as the Inflation Index before it was rebased. Any such rebasing shall not affect any prior payments made under the Notes.

2.1.4 Material Modification Prior to Payment Date

If, on or prior to the day that is five Business Days prior to the next following Payment Date under the Notes, the Index Sponsor announces that it will make a material change to the Inflation Index, then the Calculation Agent, acting in good faith and in a commercially reasonable manner, shall make any such adjustments to the Inflation Index consistent with adjustments made to the Fallback Bond, or, if there is no Fallback Bond, only those adjustments necessary for the modified Inflation Index to continue as the Inflation Index.

Provided however that,

(A) in respect of Uncertificated Nordic Notes issued by an Issuer other than SG Issuer, cleared and settled through the Swedish Central Securities Depositary (Euroclear Sweden AB), the Finnish Central Securities Depositary (Euroclear Finland Ltd) or the Danish Central Securities Depositary, *Vaerdipapircentralen* (**VP**), all references to the word "five" above shall be deemed to be references to the word "twelve",

(B) in respect of Uncertificated Nordic Notes issued by an Issuer other than SG Issuer, cleared and settled through the Norwegian Central Security Depositary (**Verdipapirsentralen**), all references to the word "five" above shall be deemed to be references to the word "ten", and

(C) in respect of Uncertificated Nordic Notes issued by SG Issuer, cleared and settled through the Swedish Central Securities Depositary (Euroclear Sweden AB), all references to the word "five" above shall be deemed to be references to the word "nineteen".

2.1.6 Manifest Error in Publication

If, within the earlier of (i) 30 days of publication, and (ii) the day that is five Business Days prior to the next following Payment Date under the Notes, the Calculation Agent determines that the Index Sponsor has corrected the level of the Inflation Index to remedy a manifest error in its original publication, the Calculation Agent may make any adjustment to any amount payable under the Notes and/or any other relevant term of the Notes as the Calculation Agent deems appropriate as a result of such correction and/or determine the amount (if any) that is payable as a result of that correction.

Provided however that,

(A) in respect of Uncertificated Nordic Notes issued by an Issuer other than SG Issuer, cleared and settled through the Swedish Central Securities Depositary (Euroclear Sweden AB), the Finnish Central Securities Depositary (Euroclear Finland Ltd) or the Danish Central Securities Depositary, *Vaerdipapircentralen* (**VP**), all references to the word "five" above shall be deemed to be references to the word "twelve",

(B) in respect of Uncertificated Nordic Notes issued by an Issuer other than SG Issuer, cleared and settled through the Norwegian Central Security Depositary (**Verdipapirsentralen**), all references to the word "five" above shall be deemed to be references to the word "ten", and

(C) in respect of Uncertificated Nordic Notes issued by SG Issuer, cleared and settled through the Swedish Central Securities Depositary (Euroclear Sweden AB), all references to the word "five" above shall be deemed to be references to the word "nineteen".

2.2 Change in Law, Hedging Disruption, Increased Cost of Hedging - Consequences

2.2.1 Change in Law, Hedging Disruption, Increased Cost of Hedging

Change in Law means that, on or after the Issue Date (A) due to the adoption of or any change in any applicable law or regulation (including, without limitation, any tax law), or (B) due to the promulgation of or any change in the interpretation by any court, tribunal or regulatory authority with competent jurisdiction of any applicable law or regulation (including any action taken by a taxing authority), or the combined effect thereof if occurring more than once, the Calculation Agent determines in its sole and absolute discretion that it has become illegal for Société Générale or one of its affiliates to hold, acquire or dispose of Hedge Positions or to maintain the agreement entered into with Société Générale or one of its affiliates by the Issuer of the Notes, relating to the Underlying of the Notes.

Hedging Disruption means in respect of Notes that have one or more Inflation Index(ices) as Underlying(s), that Société Générale or one of its affiliates is unable, after using commercially reasonable efforts, to either (a) acquire, establish, re-establish, substitute, maintain, unwind or dispose of any transaction(s) or asset(s) or any futures or options contract(s) it deems necessary to hedge the market risk (or any relevant price risk, including but not limited to the currency risk) of entering into and performing its obligations with respect to the Notes or the agreement entered into with Société Générale by the Issuer of the Notes, or (b) freely realise, recover, remit, receive, repatriate or transfer the proceeds of Hedge Positions as the case may be between accounts within the jurisdiction of the Hedge Positions (the **Affected Jurisdiction**) or from accounts within the Affected Jurisdiction to accounts outside of the Affected Jurisdiction.

Increased Cost of Hedging means, in respect of Notes that have one or more Inflation Index(ices) as Underlying(s), that Société Générale or one of its affiliates would incur a materially increased (as compared with circumstances existing on the date(s) on which Société Générale enters into the Hedge Positions in respect of the Notes) amount of tax, duty, expense or fee (other than brokerage commissions) to (a) acquire, establish, re-establish, substitute, maintain, unwind or dispose of any

transaction(s) or asset(s) it deems necessary to hedge the market risk (including, without limitation, price risk, foreign exchange risk and interest rate risk) of entering into and performing its obligations with respect to the Notes, or (b) freely realise, recover or remit the proceeds of the proceeds of its Hedge Positions.

2.2.2 Consequences

In case of the occurrence of a Change in Law, a Hedging Disruption or an Increased Cost of Hedging relating to an Inflation Index (the **Affected Underlying**), the Calculation Agent may:

A. consider such event as an event triggering an early redemption of the Notes (hereafter, an **Early Redemption Event**). In that case where an Early Redemption Event occurs, the Issuer shall terminate its obligations under the Notes and shall pay or cause to be paid an Early Redemption Amount on the basis of the Market Value as defined in English law Condition 5.8 and French law Condition 5.8; or

B. determine an appropriate alternative index to replace the Inflation Index for the purposes of the Notes and adjust any relevant terms of the Notes.

ADDITIONAL TERMS AND CONDITIONS FOR BOND LINKED NOTES

Capitalised terms used but not defined in Condition 1 shall have the meanings given to them in Condition 5 of these Additional Terms for Bond Linked Notes save to the extent it is completed in the applicable Final Terms.

1. BOND LINKED NOTES PROVISIONS

1.1 Settlement Method – Cash Settlement

1.1.1 If a Bond Event has occurred, as determined by the Calculation Agent, in the period from and including the First Bond Event Occurrence Date to and including the Last Bond Event Occurrence Date and a Bond Event Notice and a Notice of Publicly Available Information, are delivered during the Bond Notice Delivery Period by or on behalf of the Issuer to the Noteholders, then (i) the Issuer will no longer be liable for the payment of the Final Redemption Amount on the Scheduled Maturity Date or on the Maturity Date, as the case may be, and will, in full and final satisfaction of its obligations hereunder in respect of the redemption of each Note, pay or procure payment of the Cash Redemption Amount on the Cash Redemption Date (subject as specified in Condition 1.1.2 below) and (ii) the Interest Period(s) and/or the Interest Calculation Amount shall be as specified in Condition 2 below. The Bond Notional Amount of each Bond in respect of which a Bond Event Determination Date has occurred and the Bond Final Value of each Bond in respect of which a Bond Event Determination Date has occurred each as of the Bond Final Value Determination Date, the Cash Redemption Amount and the Cash Redemption Date shall be notified to the Noteholders in the Bond Final Valuation Notice on the Bond Final Valuation Notice Receipt Date.

1.1.2 In the case of Basket Bond Linked Notes, if an Unsettled Bond Event has occurred, instead of the payment of the Cash Redemption Amount at the Cash Redemption Date, a Preliminary Cash Redemption Amount will be payable on the Scheduled Maturity Date and a Residual Cash Redemption Amount will be payable on the Maturity Date.

2. PROVISIONS RELATING TO INTEREST

Interest Period means each period from (and including or, in respect of Uncertificated Swedish Notes, but excluding) an Interest Payment Date to (but excluding or, in respect of Uncertificated Swedish Notes, and including) the next Interest Payment Date; provided however that the first Interest Period begins on the Interest Commencement Date (inclusive) and the last Interest Period remains subject to the provisions of this Condition 1.

2.1 Single Bond Linked Notes

(a) *If the Accrual of Interest upon Bond Event option specified in the applicable Final Terms is Accrued Interest upon Bond Event:* The last Interest Period will be the period from (and including or, in respect of Uncertificated Swedish Notes, but excluding) the Interest Payment Date immediately preceding the Bond Event Determination Date (or from and including or, in respect of Uncertificated Swedish Notes, from but excluding the Interest Commencement Date in the case of a Bond Event occurring before the first Interest Payment Date) to (but excluding or, in respect of Uncertificated Swedish Notes, and including) the Bond Event Determination Date, and the last Interest Payment Date will be the earlier of the Interest Payment Date following the fourth Business Day (or in respect of Uncertificated Swedish Notes or Uncertificated Finnish Notes, the twelfth Business Day) falling after the Bond Event Determination Date and the Maturity Date. No interest shall accrue nor be payable from (and including or, in respect of Uncertificated Swedish Notes, but excluding) the Bond Event Determination Date to the Maturity Date.

In the event the Maturity Date falls after the Scheduled Maturity Date, no interest will be payable from (and including or, in respect of Uncertificated Swedish Notes, but excluding) the Scheduled Maturity Date to the Maturity Date.

(b) *If the Accrual of Interest upon Bond Event option specified in the applicable Final Terms is No Accrued Interest upon Bond Event:* The last Interest Period will be the Interest Period (if any) ending on the earlier of (i) the Interest Payment Date immediately preceding the Bond Event Determination Date and (ii) the Scheduled Maturity Date. No interest shall accrue nor be payable from (and including or, in respect of Uncertificated Swedish Notes, but excluding) the Interest Payment Date preceding the Bond Event Determination Date (or the Interest Commencement Date in case of a Bond Event Determination Date occurring before the first Interest Payment Date) to the Maturity Date.

In the event the Maturity Date falls after the Scheduled Maturity Date, no interest will be payable from (and including or, in respect of Uncertificated Swedish Notes, but excluding) the Scheduled Maturity Date to the Maturity Date.

(c) *If (i) the Accrual of Interest upon Bond Event option specified in the applicable Final Terms is Accrued Interest upon Bond Event and (ii) there is only one Interest Period*: The Interest Period will be the period from (and including or, in respect of Uncertificated Swedish Notes, but excluding) the Interest Commencement Date to (but excluding or, in respect of Uncertificated Swedish Notes, and including) the Bond Event Determination Date, and the Interest Payment Date will be the Maturity Date. No interest shall accrue nor be payable from (and including or, in respect of Uncertificated Swedish Notes, but excluding) the Bond Event Determination Date to the Maturity Date.

In the event the Maturity Date falls after the Scheduled Maturity Date, no interest will be payable from (and including or, in respect of Uncertificated Swedish Notes, but excluding) the Scheduled Maturity Date to the Maturity Date.

(d) *If (i) the Accrual of Interest upon Bond Event option specified in the applicable Final Terms as No Accrued Interest upon Bond Event and (ii) there is only one Interest Period*: No interest shall accrue nor be payable in respect of the Notes.

Only if European Settlement is specified in the applicable Final Terms:

(e) *If the Accrual of Interest upon Bond Event option specified in the applicable Final Terms is Guaranteed Coupon:* The last Interest Period will end on, (but exclude, or, in respect of Uncertificated Swedish Notes, and include) the Scheduled Maturity Date and the interest shall accrue in respect of each Interest Period on the Aggregate Nominal Amount.

2.2 Basket Bond Linked Notes

In the case of Basket Bond Linked Notes, the last (or if there is only one, the only) Interest Period will end on (but exclude or, in respect of Uncertificated Swedish Notes, and include) the earlier of the Maturity Date and the Scheduled Maturity Date and the Interest Calculation Amount will be as specified below:

(a) *If the Accrual of Interest upon Bond Event option specified in the applicable Final Terms is Accrued Interest upon Bond Event*: In respect of each Interest Period, the Interest Calculation Amount will be calculated on the fourth Business Day (or in respect of Uncertificated Swedish Notes or Uncertificated Finnish Notes, the twelfth Business Day) preceding the relevant Interest Payment Date and be an amount equal to (i) the sum, for each day of such Interest Period, of the Daily Interest Calculation Amount, divided by (ii) the number of days in such Interest Period.

(b) *If the Accrual of Interest upon Bond Event option specified in the applicable Final Terms is No Accrued Interest upon Bond Event:* In respect of each Interest Period, the Interest Calculation Amount will be an amount equal to the Daily Interest Calculation Amount as of the fourth Business Day (or in respect of Uncertificated Swedish Notes or Uncertificated Finnish Notes, the twelfth Business Day) preceding the relevant Interest Payment Date.

(c) *If (i) the Accrual of Interest upon Bond Event option specified in the applicable Final Terms is Accrued Interest upon Bond Event and (ii) there is only one Interest Period*: The Interest Calculation Amount will be an amount, calculated on the fourth Business Day (or in respect of Uncertificated Swedish Notes or Uncertificated Finnish Notes, the twelfth Business Day) preceding the Interest Payment Date equal to (i) the sum, for each day of the Interest Period, of the Daily Interest Calculation Amount, divided by (ii) the number of days in the Interest Period.

(d) *If (i) the Accrual of Interest upon Bond Event option specified in the applicable Final Terms is No Accrued Interest upon Bond Event and (ii) there is only one Interest Period:* The Interest Calculation Amount will be an amount equal to the Daily Interest Calculation Amount as of the fourth Business Day (or in respect of Uncertificated Swedish Notes or Uncertificated Finnish Notes, the twelfth Business Day) preceding the Interest Payment Date.

Only if European Settlement is specified in the applicable Final Terms:

(e) *If the Accrual of Interest upon Bond Event option specified in the applicable Final Terms is Guaranteed Coupon*: The Interest Calculation Amount will be the Daily Interest Calculation Amount as at the Issue Date.

2.3 Common Provisions to Single Name Bond Linked Notes and Basket Bond Linked Notes

For the avoidance of doubt, should a Bond Event Determination Date occur within an Interest Period less than four Business Days (or in respect of Uncertificated Swedish Notes or Uncertificated Finnish Notes, twelve Business Days) prior to the relevant Interest Payment Date and the Issuer's payment instructions have already been given in respect of interest payable with respect to such Interest Period, then the Issuer may deduct from the Cash Redemption Amount, the amount of overpaid interest.

3. PARTIAL REDEMPTION AND FURTHER ISSUES

Following any partial redemption of the Notes (pursuant to English law Condition [6] and French law Condition [5]) or any further issue (pursuant to English law Condition [16] and French law Condition [14]), each of the following amounts will be multiplied by the ratio of (i) the number of Notes in circulation after such partial redemption or further issue divided by (ii) the number of Notes in circulation just before such partial redemption or further issue:

(a) for Single Bond Linked Notes, the Aggregate Nominal Amount;

(b) for Basket Bond Linked Notes, (i) the Aggregate Nominal Amount, (ii) the Reference Portfolio Notional Amount and (iii) the Aggregate Loss Amount;

For the avoidance of doubt, any other amount calculation of which depends on the above amounts will be re-calculated accordingly.

4. HEDGING DISRUPTION, INCREASED COST OF HEDGING, CHANGE IN LAW, MERGER OF A BOND ISSUER AND SOCIETE GENERALE OR ONE OF ITS AFFILIATES, CONSEQUENCES AND MONETISATION UNTIL THE MATURITY DATE

4.1 Hedging Disruption, Increased Cost of Hedging

Hedging Disruption means, in respect of Notes that have one or more Bond, that, as determined in good faith by the Calculation Agent, Société Générale or one of its affiliates is unable, after using commercially reasonable efforts, to either (a) acquire, establish, re-establish, substitute, maintain, unwind or dispose of any transaction(s) or asset(s) it deems necessary to hedge the Bond price risk (or any other relevant price risk including, but not limited to, the interest rate, equity and currency risk) of entering into and performing its obligations with respect to the Notes or any agreement entered into with

the Issuer of the Notes in relation to the Notes; or (b) freely realize, recover, receive, repatriate, remit or transfer the proceeds of any Hedge Positions or any agreement entered into with the Issuer or any of its affiliates in relation to the Notes.

Increased Cost of Hedging means, in respect of Notes that have one or more Bond, that Société Générale or one of its affiliates would incur a materially increased (as compared with circumstances existing on the date(s) on which Société Générale enters into the Hedge Positions in respect of the Notes) amount of tax, duty, expense or fee (other than brokerage commissions) to (a) acquire, establish, re-establish, substitute, maintain, unwind or dispose of any transaction(s) or asset(s) it deems necessary to hedge the Bond price risk of entering into and performing its obligations with respect to the Notes or any agreement entered into with the Issuer of the Notes in relation to the Notes or (b) freely realize, recover or remit the proceeds of any Hedge Positions or any agreement entered into with the Issuer or any of its affiliates in relation to the Notes.

4.2 Change in Law

Change in Law means in respect of Notes that have one or more Bond that, on or after the first to occur of (a) the Issue Date and (b) the trade date of any Hedge Position (i) due to the adoption of any change in any applicable law or regulation (including without limitation, any tax law) or (ii) due to the promulgation of or any change in the interpretation by any court, tribunal or regulatory authority with competent jurisdiction of any applicable law or regulation (including any action taken by a taxing authority), the Calculation Agent determines in good faith that it has become illegal for Société Générale or one of its affiliates to hold, acquire or dispose of Hedge Positions (as defined in Condition 4.5 below) or to maintain the agreement entered into with Société Générale or one of its affiliates by the Issuer of the Notes.

4.3 Merger of a Bond Issuer and Société Générale or one of its affiliates

Merger of a Bond Issuer and Société Générale or one of its affiliates means, in respect of Single Bond Linked Notes or Basket Bond Linked Notes, that (i) Société Générale or one of its affiliates consolidates or amalgamates with, or merges into, or transfers all or substantially all its assets to, a Bond Issuer or (ii) a Bond Issuer consolidates or amalgamates with, or merges into, or transfers all or substantially all its assets to Société Générale or one of its affiliates, or (iii) Société Générale or one of its affiliates and a Bond Issuer become affiliates.

4.4 Consequences

Upon the occurrence, as determined by the Calculation Agent in good faith, on or prior to the fifth Business Day (or in respect of Uncertificated Swedish Notes or Uncertificated Finnish Notes, the thirteenth Business Day) before the Maturity Date of a Hedging Disruption, an Increased Cost of Hedging, a Change in Law, or a Merger of a Bond Issuer and Société Générale or one of its affiliates then the Calculation Agent may decide, either:

A. consider such event as an event triggering an early redemption of the Notes (hereafter, an **Early Redemption Event**). In that case where an Early Redemption Event occurs, the Issuer shall terminate its obligations under the Notes and shall pay or cause to be paid an Early Redemption Amount on the basis of the Market Value as defined in English law Condition 5.8 and French law Condition 5.8; or

B. if the Hedging Disruption, Increase Cost of Hedging and/or Change in Law or Merger of a Bond Issuer and Société Générale or one of its affiliates is related to one or several affected Bonds (the **Affected Bond(s**), replace the Affected Bond(s) by a new bond (or new bonds, as relevant) which is (respectively are each) a Similar Bond ; or

C. apply the Monetisation until the Maturity Date.

Following the occurrence of an Hedging Disruption, an Increased Cost of Hedging or Change in Law, or Merger of a Bond Issuer and Société Générale or one of its affiliates, the Calculation Agent shall notify the Issuer, which shall in its turn notify the Agent and the Noteholders pursuant to the provisions of English law Condition 13 or French law Condition 13 of the relevant adjustment made or decision taken by the Calculation Agent. Details on any adjustment made or decision taken can be obtained by the Noteholders upon request at the Calculation Agent's specified address.

4.5 Monetisation until the Maturity Date

The Issuer will no longer be liable for any payment, on the Maturity Date or any Interest Payment Date, but instead will, in full and final satisfaction of its obligations:

A. in respect of the redemption of Notes whose Final Redemption Amount as defined in the Final Terms could be as low as zero, pay on the Maturity Date an amount per Note, determined by the Calculation Agent, with a minimum of zero, based on (a) the net positive cash amount that the Calculation Agent would be left with on the Full Liquidation Date, as a result of liquidating the Hedge Positions (*inter alia* by meeting liabilities of the Hedge Positions, if any, with the liquidation proceeds of the assets of the Hedge Positions) minus (b) the Associated Costs (the result of this difference (a) minus (b) each converted if necessary in the Specified Currency using the Relevant Spot Exchange Rate on the Full Liquidation Date, is a **Calculation Amount** for the purposes of this provision and of the Compounding Method together with (c) interest that would have accrued on such Calculation Amount pursuant to the Compounding Method, during the period (which for the purposes of this provision and of the Compounding Method shall be a **Calculation Period**) between (x) the Full Liquidation Date (included) and (y) the Maturity Date (excluded) ; for the avoidance of doubt, the liquidation proceeds of any assets held by the Calculation Agent as Hedge Positions shall be deemed to be used in priority to extinguish any liability, if any, incurred by the Calculation Agent under its Hedge Positions and the Calculation Amount mentioned above can be as low as zero; or

B. in respect of the redemption of Notes whose Final Redemption Amount as defined in the Final Terms cannot be in any case lower than an amount strictly positive (the **Minimum Redemption Amount**), pay on the Maturity Date an amount per Note, determined by the Calculation Agent, equal to the sum of (a) the Minimum Redemption Amount and (b) an amount, equal to the positive difference, if any, between (i) (1) the net positive cash amount that the Calculation Agent would be left with on the Full Liquidation Date, as a result of liquidating the Hedge Positions (*inter alia* by meeting liabilities of the Hedge Positions, if any, with the liquidation proceeds of the assets of the Hedge Positions) minus (2) the Associated Costs (the result of this difference a minus b, each converted if necessary in the Specified Currency using the Relevant Spot Exchange Rate on the Full Liquidation Date, is a **Calculation Amount** for the purposes of this provision and of the Compounding Method) together with (3) interest that would have accrued on such Calculation Amount pursuant to the Compounding Method, during the period (which for the purposes of this provision and of the Compounding Method shall be a **Calculation Period**) between (x) the Full Liquidation Date (included) and (y) the Maturity Date (excluded), and (ii) an amount equal to the Minimum Redemption Amount; for the avoidance of doubt, the liquidation proceeds of any assets held by the Calculation Agent as Hedge Positions shall be deemed to be used in priority to extinguish any liability, if any, incurred by the Calculation Agent under its Hedge Positions and the Calculation Amount mentioned above can be as low as zero.

Definitions applicable to this Condition:

Associated Costs means an amount determined by the Calculation Agent in its reasonable discretion equal to the sum of (without duplication) all costs (including, without limitation, cost of funding), losses, expenses, tax and duties incurred by the Calculation Agent in connection with the termination,

liquidation or re-establishment of the Hedge Positions, such amount to be apportioned pro rata amongst the Specified Denomination of each outstanding Note.

Compounding Method means, when interest is specified herein as accruing pursuant to the Compounding Method, that the amount of interest shall be equal to the sum of the Compounding Period Amounts for each Compounding Period in the related Calculation Period,

Adjusted Calculation Amount means (a) in respect of the first Compounding Period of a Calculation Period, the Calculation Amount for that Calculation Period and (b) in respect of any succeeding Compounding Period in that Calculation Period, an amount equal to the sum of the Calculation Amount for that Calculation Period and the Compounding Period Amounts for each of the previous Compounding Periods in that Calculation Period;

Compounding Date means, in respect of a Calculation Period, each Business Day (being a Business Day in Paris) of such Calculation Period;

Compounding Period means, in respect of a Calculation Period, each period from and including a Compounding Date to but excluding the immediately following Compounding Date during that Calculation Period;

Compounding Period Amount means, in respect of a Compounding Period, the product of (a) the Adjusted Calculation Amount, (b) the Compounding Rate and (c) the Day Count Fraction;

Compounding Rate means, in respect of a Compounding Period Amount, the interbank overnight rate in the Specified Currency as determined by the Calculation Agent on the first day of the relevant Compounding Period; notwithstanding this, the Compounding Rates related to the last four Compounding Periods (or in respect of Uncertificated Swedish Notes or Uncertificated Finnish Notes, the last twelve Compounding Periods) in the Calculation Period shall be that of the fifth Compounding Period (or in respect of Uncertificated Swedish Notes or Uncertificated Finnish Notes, the thirteenth Compounding Period) before the Maturity Date; the specific Compounding Rate used in respect of a Specified Currency shall be available at the office of the Calculation Agent from the first day of a Calculation Period;

Day Count Fraction means, for the purposes of Compounding Method above, the exact number of days in a Compounding Period (the first included and the last excluded), divided by 360.

Full Liquidation Date means, the date on which the liquidation proceeds of the Hedge Positions (including *inter alia* by meeting the liabilities of such Hedge Positions, if any, with the liquidation proceeds of the assets of such Hedge Positions) are deemed, as determined by the Calculation Agent, to be fully received by the Calculation Agent.

Hedge Positions means any purchase, sale, entry into or maintenance, by the Calculation Agent, of one or more (a) positions or contracts in secur*ities, opt*ions, futures, derivatives, interest rate transactions or foreign exchange transactions, (b) securities lending/borrowing transactions, (c) any cash deposits or cash borrowings and/or (d) other instruments, arrangements, assets or liabilities howsoever described in order to hedge individually or on a portfolio basis the Notes.

Relevant Spot Exchange Rate means in respect of a date and an amount to be converted in the Specified Currency, the rate of exchange of the currency in which such amount is denominated into the Specified Currency as determined by the Calculation Agent used to convert such amount on such date into the Specified Currency.

Similar Bond means a bond with an equivalent residual maturity, and (i) an equivalent Rating if available (as defined below) or (ii) an equivalent credit risk (if no Rating is available) and to the extent possible as second criteria, geographic and industry proximity.

For the purposes of this definition **Rating** means the senior unsecured debt rating assigned by the three rating agencies Moody's Investor Service, Inc., Standard & Poor's, a division of The McGraw-Hill Companies, Inc. and Fitch Ratings or any of them, being understood that if the ratings assigned in respect of an entity are not equivalent, only the highest one(s) will be taken into consideration.

5. DEFINITIONS

Accrual of Interest upon Bond Event means No accrued Interest upon Bond Event or Accrued Interest upon Bond Event or Guaranteed Coupon as specified in the applicable Final Terms.

Accrued Interest upon Bond Event means in respect of Bond Linked Notes that the Accrual of Interest upon Bond Event specified in the applicable Final Terms is specified as "Accrued Interest upon Bond Event".

Affiliate means, in relation to any person, any entity controlled, directly or indirectly, by the person, any entity that controls, directly or indirectly, the person or any entity directly or indirectly under common control with the person. For this purpose, control of any entity or person means ownership of a majority of the voting power of the entity or person.

Aggregate Loss Amount means the aggregate of the Loss Amounts in respect of the Bond(s) in respect of which a Bond Event Determination Date has occurred.

American Settlement means in respect of Bond Linked Notes that the Settlement Type specified in the applicable Final Terms is "American".

Basket Bonds Linked Note means a Bond Linked Note indexed on several Bonds for which the Type of Bond Linked Notes is specified as "Basket Bond Linked Notes" in the applicable Final Terms.

Bond means each Bond specified as such in the applicable Final Terms.

Bond Acceleration means in respect of a Bond, a Bond has become due and payable before it would otherwise have been due and payable as a result of, or on the basis of, the occurrence of a default, event of default, or other similar condition or event (however described in the terms and conditions governing such Bond as of the First Bond Event Occurrence Date*)*.

Bond Change in Law Event means as of the First Bond Event Occurrence Date (i) the adoption of any change in any applicable law or regulation (including without limitation, any tax law) or (ii) the promulgation of or any change in the interpretation by any court, tribunal or regulatory authority with competent jurisdiction of any applicable law or regulation (including any action taken by a taxing authority or brought in a court of competent jurisdiction).

Bond Default means in respect of a Bond, a Bond has become capable of being declared due and payable before it would otherwise have been due and payable as a result of, or on the basis of, the occurrence of a default, event of default, or other similar condition or event (however described in the terms and conditions governing such Bond as of the Bond Event Occurrence Date), notwithstanding any grace period set forth in the terms and conditions governing such Bond.

Bond Early Redemption means in respect of a Bond (i) an early repayment at par of the Bond other than in accordance with its terms and conditions, (ii) an early redemption of the Bond for tax reasons in accordance with its terms and conditions or (iii) the Bond is redeemed below par in accordance with its terms and conditions.

Bond Event means in respect of a Bond, including as a result of any Bond Change in Law Event, as determined by the Calculation Agent and described in the Bond Event Notice, the occurrence during the period from and including the First Bond Event Occurrence Date to and including the Last Bond Event

Occurrence Date of one or more Bond Acceleration, Bond Default, Bond Early Redemption, Bond Failure to Pay or Bond Restructuring, as specified in the applicable Final Terms.

If an occurrence would otherwise constitute a Bond Event, such occurrence will constitute a Bond Event whether or not such occurrence arises directly or indirectly from, or is subject to a defence based upon:

(a) any lack or alleged lack of authority or capacity of a Bond Issuer to enter into any Bond ;

(b) any actual or alleged unenforceability, illegality, impossibility or invalidity with respect to any Bond;

(c) any applicable law, order, regulation, decree or notice, however described, or the promulgation of, or any change in, the interpretation by any court, tribunal, regulatory authority or similar administrative or judicial body with competent or apparent jurisdiction of any applicable law, order, regulation, decree or notice, however described; or

(d) the imposition of, or any change in, any exchange controls, capital restrictions or any other similar restrictions imposed by any monetary or other authority, however described.

A Bond Event need not be continuing on the Bond Event Determination Date.

Bond Event Determination Date means in respect of a Bond Event, the day during the Notice Delivery Period on which a Bond Event Notice is delivered to the Relevant Clearing System for the information of the Noteholders.

Bond Event Notice means an irrevocable notice (including Succession Event Information, if any) that is effective during the Bond Event Notice Delivery Period delivered by or on behalf of the Issuer to the Noteholders that describes a Bond Event that occurred on or prior to the Last Bond Event Occurrence Date. A Bond Event Notice must contain a description in reasonable detail of the facts relevant to the determination that a Bond Event has occurred. The Bond Event that is the subject of a Bond Event Notice need not be continuing on the Bond Event Determination Date. If a Bond Event Notice contains Publicly Available Information, such Bond Event Notice will also be deemed to be a Notice of Publicly Available Information.

Bond Failure to Pay means, in respect of a Bond, the failure by a Bond Issuer to make, when and where due, any payment under a Bond, provided that such failure is not remedied on or before the third Business Day (included) immediately following the relevant scheduled payment date, notwithstanding any grace period set forth in the terms and conditions governing such Bond at the time of such failure.

Bond Final Price means, in respect of a Bond, a quotation (expressed as a percentage) obtained from Quotation Dealers in the manner provided below. The Calculation Agent will determine, based on the then current market practice, whether such quotations will include or exclude accrued but unpaid interest and all quotations will be obtained in accordance with this determination. The Calculation Agent will determine from the Full Quotations as treated as below the Bond Final Price expressed as excluding or including accrued but unpaid interest in accordance with the Bond Final Price Accrued Interest provisions. The Calculation Agent will require each Quotation Dealer to provide quotations to the extent reasonably practicable at approximately 11.00 a.m. London time or 11.00 a.m. New York time or 11.00 a.m. in any other leading market where the liquidity of such Bond may be better, as determined by the Calculation Agent, as the case may be. To such end:

(a) If the Calculation Agent obtains three or more than three Full Quotations on the First Quotation Day, the Bond Final Price will be the highest Full Quotation of such Full Quotations.

(b) If the Calculation Agent is unable to obtain at least three Full Quotations on the First Quotation Day, it will attempt to obtain at least three Full Quotations on the Second Quotation Day and the Bond Final Price will be (x) the highest Quotation of the Full Quotations obtained if the

Calculation Agent obtains at least two Full Quotation or (y) the single Full Quotation if the Calculation Agent obtains only one Full Quotation.

(c) If the Calculation Agent is unable to obtain any Full Quotation on the Second Quotation Day, it will attempt to obtain at least three Full Quotations on the Third Quotation Day and the Bond Final Price will be (x) the highest Quotation of the Full Quotations obtained if the Calculation Agent obtains at least two Full Quotation or (y) the single Full Quotation if the Calculation Agent obtains only one Full Quotation.

(d) If the Calculation Agent is unable to obtain any Full Quotation on the Third Quotation Day and the three consecutive Business Days after the Third Quotation Day, the Bond Final Price will be deemed determined on that day at zero.

Bond Final Price Accrued Interest means, in respect of a Full Quotation:

(a) *If Bond Final Price Accrued Interest is specified as Excluding Accrued Interest or in the absence of any specification in the applicable Final Terms:*

Taking into account whether Full Quotations obtained by the Calculation Agent include or exclude accrued but unpaid interest, the Bond Final Price will be determined by the Calculation Agent so as it is the equivalent price from the Bond Final Price otherwise calculated so that it is a 'clean" price, excluding accrued but unpaid interest.

(b) *If Bond Final Price Accrued Interest is specified as Including Accrued Interest in the applicable Final Terms:*

Taking into account whether Full Quotations obtained by the Calculation Agent include or exclude accrued but unpaid interest, the Bond Final Price will be determined by the Calculation Agent so as it is the equivalent price from the Bond Final Price otherwise calculated so that it is a "*dirty*" or "*all in*" price, including accrued but unpaid interest.

Bond Final Valuation Notice means the notice delivered on the Bond Final Valuation Notice Receipt Date, specifying:

(i) The Bond Notional Amount of each Bond in respect of which a Bond Event Determination Date has occurred and the Bond Final Value of each Bond in respect of which a Bond Event Determination Date has occurred each as of the Bond Final Value Determination Date;

(ii) the Cash Redemption Amount; and

(iii) the Cash Redemption Date.

Bond Final Valuation Notice Receipt Date means the day (such day being expected to be no later than the 10th Business Day following the Bond Final Value Determination Date) on which the Calculation Agent delivers the Bond Final Valuation Notice on behalf of the Issuer to the Relevant Clearing Systems, for the information of the Noteholders.

Bond Final Value means, in respect of a Bond in respect of which a Bond Event has occurred, either:

(a) *If Bond Final Value is specified as Fixed Recovery in the applicable Final Terms:*

The percentage specified as such in the applicable Final Terms; or

(b) *If Bond Final Value is specified as Floating Recovery in the applicable Final Terms:*

The percentage determined by the Calculation Agent as follows:

(i) the Bond Final Price;

(ii) plus, if any, any partial or total repayment in cash of the Bond which would have been paid to the holders of the Bond under the Bond as of the Bond Final Value Determination Date as determined by the Calculation Agent, expressed as a percentage of the Bond Notional Amount;

(iii) plus, if any, the price (expressed as a percentage of the Bond Notional Amount), calculated using a method similar to that to determine the Bond Final Price, of any securities which would have been delivered to the holders of the Bond under the Bond as of the Bond Final Value Determination Date as determined by the Calculation Agent;

(iv) minus the Valuation Hedging Cost.

The Bond Final Value is subject to a minimum of zero per cent and a maximum of one hundred per cent.

Bond Final Value Determination Date means:

(a) *If Bond Final Value is specified as Fixed Recovery in the applicable Final Terms:*

The date on which the Bond Event Notice is delivered to the Relevant Clearing System for the information of the Noteholders.

(b) *If Bond Final Value is specified as Floating Recovery in the applicable Final Terms:*

The date on which the Bond Final Price is calculated by the Calculation Agent.

Bond Issuer means each Bond Issuer specified as such in the applicable Final Terms (or its Successor).

Bond Linked Note means a Note in respect of which these Additional Terms and Conditions for Bond Linked Notes and the Bond Linked Notes Provisions in the applicable Final Terms apply.

Bond Notional Amount means in respect of each Bond, the amount equal to the product of the Bond Weighting and the Reference Portfolio Notional Amount.

Bond Restructuring means that:

(a) with respect to each Bond, any one or more of the following events occurs in a form that binds any holders of such Bond, and such event is not expressly provided for under the terms of such Bond in effect as of the later of the First Bond Event Occurrence Date and the date as of which such Bond is issued or incurred:

(i) any amount to be received by any holder of the Bond under the Bond would be reduced or paid in or exchanged into another form due to any Bond Change in Law Event ;

(ii) a reduction in the rate or amount of interest payable or the amount of scheduled interest accruals ;

(iii) a reduction in the amount of principal or premium payable at maturity or at scheduled redemption dates;

(iv) a postponement or other deferral of a date or dates for either (A) the payment or accrual of interest or (B) the payment of principal or premium;

(v) a change in the ranking in priority of payment of any obligation under the Bond, causing the Subordination of such obligation to any other obligation of the Bond Issuer; or

(vi) any change in the currency or composition of any payment of interest or principal to any other currency.

(b) Notwithstanding the provisions of (a) above, the following will not constitute a Restructuring: the payment in euro of interest or principal in relation to a Bond denominated in a currency of a Member State of the European Union that adopts or has adopted the single currency in accordance with the Treaty establishing the European Community, as amended by the Treaty on the European Union;

Bond Weighting means the percentage specified as such for each Bond in the applicable Final Terms.

Breakage Cost Amount means an amount determined by the Calculation Agent equal to the fees, costs and expenses arising directly or indirectly, in connection with terminating, unwinding, realizing or enforcing any repurchase transaction (if any) with the Bond as underlying asset, the purpose of which is to refinance the relevant Bond. For the avoidance of doubt, the Breakage Cost Amount may be a positive (if to be received by Société Générale or one of its Affiliates) or negative amount (if to be paid by Société Générale or one of its Affiliates).

Business Day means, the days specified in the applicable Final Terms.

Calculation Agent means Société Générale. The calculations and determinations of the Calculation Agent will be conclusive and binding upon the Issuer and the Noteholders in the absence of manifest error.

Cash Redemption Amount means the maximum of zero and:

(a) In respect of Single Bond Linked Notes, an amount equal for each Note to the sum of (i) the product of the Bond Final Value and the Specified Denomination of each Note and (ii) the product of the Relevant Proportion and the Breakage Cost Amount of the Bond if this option is specified as Applicable in the applicable Final Terms or zero if this option is specified as Not Applicable in the applicable Final Terms; or

(b) In respect of Basket Bond Linked Notes, an amount equal for each Note to the sum of (i) the product of the Relevant Proportion and the difference between the Aggregate Nominal Amount and the Aggregate Loss Amount as at the Maturity Date and (ii) the product of the Relevant Proportion and the Breakage Cost Amount of the Bond if this option is specified as Applicable in the applicable Final Terms or zero if this option is specified as Not Applicable in the applicable Final Terms.

Cash Redemption Date means a date that is a Payment Business Day:

(a) *If American Settlement is specified in the applicable Final Terms*:

The day that is four Payment Business Days (or in respect of Uncertificated Swedish Notes or Uncertificated Finnish Notes, twelve Payment Business Days) following the Bond Final Valuation Notice Receipt Date.

(b) *If European Settlement is specified in the applicable Final Terms:*

The later of (a) the Scheduled Maturity Date and (b) the day that is four Payment Business Days (or in respect of Uncertificated Swedish Notes or Uncertificated Finnish Notes, twelve Payment Business

Days) following the Bond Final Valuation Notice Receipt Date, or in the case of Basket Bond Linked Notes, following the last Bond Final Valuation Notice Receipt Date.

Daily Interest Calculation Amount means, in respect of any day during an Interest Period:

(a) *If the Notes are Basket Bond Linked Notes and if Interest Recovery is specified as Fixed Interest Recovery unless Floating Recovery is pecified in the applicable Final Terms:*

the sum of (a) the product of (i) the Interest Recovery Rate and (ii) the sum of the Bond Notional Amounts of all the Bonds in respect of which a Bond Event Determination Date has occurred on or prior to such day and (b) the sum of the Bond Notional Amounts of all the Bond in respect of which no Bond Event Determination Date has occurred on or prior to such day.

(b) *If the Notes are Basket Bond Linked Notes and if Interest Recovery is specified as Floating Interest Recovery in the applicable Final Terms:*

an amount equal to the Aggregate Nominal Amount minus the Aggregate Loss Amount, provided that any Loss Amount that has not been determined on or before such day, shall be deemed to be equal to the relevant Bond Notional Amount. The difference between the Interest that would have been payable if the Loss Amount had been determined on such date and the Interest actually paid shall be payable following the determination of such Loss Amount and paid either on the first Interest Payment Date after the fourth Business Day (or in respect of Uncertificated Swedish Notes or Uncertificated Finnish Notes, the twelfth Business Day) following the Bond Final Value Determination Date, or if, such determination occurs after the last Interest Payment Date, on the fourth Business Day (or in respect of Uncertificated Swedish Notes or Uncertificated Finnish Notes, the twelfth Business Day) following the Bond Final Value Determination Date.

European Settlement means in respect of Bond Linked Notes that the Settlement Type specified in the applicable Final Terms is "European".

Extension Date means the fourth Business Day (or in respect of Uncertificated Swedish Notes or Uncertificated Finnish Notes, the twelfth Business Day) following the Last Bond Event Occurrence Date.

First Bond Event Occurrence Date is the date specified as such in the applicable Final Terms.

First Quotation Day means the first day the Calculation Agent attempts to obtain Full Quotations (such day falling no later than 20 Business Days or the number of Business Days specified in the applicable Final Terms (the "**Pre-auction Period**") after the Bond Event Determination Date).

Fixed Recovery means in respect of Bond Linked Notes that the Final Value specified in the applicable Final Terms is specified as "Fixed Recovery: [●] per cent.]".

Floating Recovery means in respect of Bond Linked Notes that the Final Value specified in the applicable Final Terms is specified as "Floating Recovery".

Full Quotation means each firm bid quotation obtained from a Quotation Dealer for an amount equal to the Quotation Amount.

Governmental Authority means any de facto or de jure government (or any agency, instrumentality, ministry or department thereof), court, tribunal, administrative or other governmental authority or any other entity (private or public) charged with the regulation of the financial markets (including the central bank) of a Bond Issuer or of the jurisdiction of organisation of a Bond Issuer.

Guaranteed Coupon means in respect of Bond Linked Notes that the Accrual of Interest upon Bond Event in the Final Terms is specified as "Guaranteed Coupon" or "Guaranteed".

Interest Calculation Amount means in respect of Basket Bond Linked Notes, the amount for the purposes of calculating the interest payable under the Notes on any Interest Payment Date determined by the Calculation Agent in accordance with the provisions of Part 1 of these Additional Terms for Bond Event.

For the avoidance of doubt, the interest amount payable under the Notes shall be equal to the Relevant Proportion of the product of (a) the Rate of Interest, (b) the Interest Calculation Amount and (c) the applicable Day Count Fraction.

Interest Recovery Rate means, in respect of Basket Bond Linked Notes, zero per cent. or the percentage specified in the applicable Final Terms.

Last Bond Event Occurrence Date means the fourth (4th) Business Day (or in respect of Uncertificated Swedish Notes or Uncertificated Finnish Notes, the twelfth Business Day) immediately preceding the Scheduled Maturity Date.

Loss Amount means in respect of a Bond in respect of which a Bond Event Determination Date has occurred, an amount in the Specified Currency equal to the product of (i) the Bond Notional Amount and (ii) the difference between the Reference Price in respect of each Bond, and the Bond Final Value, subject to a minimum of zero.

Maturity Date means a day that is a Payment Business Day:

(a) *If American Settlement is specified in the applicable Final Terms*:

(i) the date specified as such in the applicable Final Terms (the **Scheduled Maturity Date**); or

(ii) the Cash Redemption Date if a Bond Event Notice is delivered during the Notice Delivery Period; or

(b) *If European Settlement is specified in the applicable Final Terms:* the later of the dates set out in paragraphs (a)(i), and (ii) above.

PROVIDED that, with respect to Basket Bond Linked Notes in relation to which an Unsettled Bond Event exists, a Preliminary Cash Redemption Amount will be paid on the Scheduled Maturity Date in relation to the portion of the Specified Denomination of Notes not affected by the Unsettled Bond Event and,

(i) if the Retained Amount is equal to zero, the Maturity Date will be the Scheduled Maturity Date; or

(ii) in all other cases, the Maturity Date will be as defined in paragraph (a) and (b) above.

No Accrued Interest upon Bond Event means in respect of Bond Linked Notes that the "Accrual of Interest upon Bond Event" specified in the applicable Final Terms is specified as "No Accrued Interest upon Bond Event".

Notice Delivery Period means the period from and including the Issue Date to and including the Extension Date.

Notice of Publicly Available Information means, in relation to a Bond Event Notice, an irrevocable notice delivered by or on behalf of the Issuer that cites Publicly Available Information confirming the occurrence of the Bond Event, described in the Bond Event Notice. The notice given must contain a copy, or a description in reasonable detail, of the relevant Publicly Available Information. If Bond Event

Notice, as applicable, contains Publicly Available Information, such Bond Event Notice will also be deemed to be a Notice of Publicly Available Information.

Outstanding Aggregate Nominal Amount means the product of the Specified Denomination and the number of Notes held by the Noteholders (to the exclusion of Notes held by the Issuer or any of its Dealers). Such information can be obtained upon request at the specified office of Société Générale.

Preliminary Cash Redemption Amount means, with respect to Basket Bond Linked Notes in relation to which an Unsettled Bond Event has occurred, an amount payable on the Scheduled Maturity Date calculated for each Note as an amount equal to the Relevant Proportion of the difference between (a) the Aggregate Nominal Amount minus the Aggregate Loss Amount immediately prior to the Scheduled Maturity Date and (b) the Retained Amount.

Publicly Available Information means information that reasonably confirms any of the facts relevant to the determination that the Bond Event as applicable, described in the Bond Event Notice, has occurred and which:

(a) has been published in or on not less than 2 (two) Public Sources, regardless of whether the reader or user thereof pays a fee to obtain such information; provided that if the Calculation Agent or any of its Affiliates is cited as the sole source of such information, then such information shall not be deemed to be a Publicly Available Information unless the Calculation Agent or its Affiliate is acting in its capacity as trustee, fiscal agent, administrative agent, clearing agent, paying agent, facility agent or agent bank for a Bond; or

(b) is information received from or published by:

  (i) a Bond Issuer (or a Governmental Agency for a Bond Issuer which is a Sovereign); or

  (ii) a trustee, fiscal agent, administrative agent, clearing agent, paying agent facility agent or agent bank for a Bond, or

(c) is information contained in any petition or filing instituting a proceeding against or by the Bond Issuer seeking a judgement of insolvency or bankruptcy or any other relief under any bankruptcy or insolvency law or other similar law affecting creditors' rights, or presented for its winding-up or liquidation, where any such proceeding or petition instituted or presented against the Bond Issuer (a) results in a judgement of insolvency or bankruptcy or the entry of an order for relief of the making of an order for its winding-up or liquidation or (b) is not dismissed, discharged, stayed or restrained in each case within thirty calendar days of the institution or presentation thereof; or

(d) is information contained in any order, decree, notice or filing, however described, of or filed with a court, tribunal, exchange, regulatory authority or similar administrative, regulatory or judicial body; or

(e) is information contained in a public announcement by ISDA.

In the event that the Calculation Agent is (i) the sole source of information in its capacity as trustee, fiscal agent, administrative agent, clearing agent, paying agent, facility agent or agent bank for the Bond with respect to which a Bond Event has occurred and (ii) a holder of such Bond, the Calculation Agent shall be required to deliver a certificate signed by a managing director (or other substantively equivalent title) of the Calculation Agent, which shall certify the occurrence of a Bond Event with respect to such Bond.

In relation to any information of the type described in (b), (c) and (d) of the definition of Publicly Available Information, the party receiving such information may assume that such information has been disclosed to it without violating any law, agreement or understanding regarding the confidentiality or such

information and that the party delivering such information has not taken any action or entered into any agreement or understanding with the Bond Issuer or any Affiliate of the Bond Issuer that would be breached by, or would prevent, the disclosure of such information to the party receiving such information.

Publicly Available Information need not state that such occurrence (a) is the result of exceeding any applicable grace period, or (b) has met any subjective criteria specified in Bond Event.

Public Source means each of Bloomberg Service, Dow Jones Telerate Service, Reuter Monitor Money Rates Services, Dow Jones News Wire, Wall Street Journal, New York Times, Nihon Keizai Shinbun, Asahi Shinbun, Yomiuri Shinbun, Financial Times, La Tribune, Les Echos and The Australian Financial Review (and successor publications), the main source(s) of business news in the country in which the Bond Issuer is organised and any other internationally recognised published or electronically displayed news sources).

Quotation Amount means an amount equal to the Outstanding Aggregate Nominal Amount, in respect of Single Bond Linked Notes; otherwise (in respect of Basket Bond Linked Notes), the Quotation Amount shall be a weighted amount in respect of each Bond, the sum of all such Quotation Amounts being equal to the Outstanding Aggregate Nominal Amount.

Quotation Dealers means at least three leading dealers in bonds of the type of the Bond for which Full Quotations are to be obtained, which may include Société Générale, as selected by the Calculation Agent in its sole discretion acting in a commercially reasonable manner.

Reference Portfolio means, in respect Basket Bond Linked Notes, a portfolio comprising all the Bonds.

Reference Portfolio Notional Amount means the amount of the Reference Portfolio specified in the applicable Final Terms.

Reference Price means 100% or the percentage specified as such in the applicable Final Terms.

Relevant Clearing System means Clearstream Banking, société anonyme, Luxembourg (**Clearstream, Luxembourg**), Euroclear Bank S.A./N.V. (**Euroclear**) or any other clearance system as designated by Euroclear or Clearstream, Luxembourg.

Relevant Proportion means the proportion which one Note bears to the total number of Notes outstanding.

Residual Cash Redemption Amount means, in relation to Basket Bond Linked Notes with respect to which one or more Unsettled Bond Event(s) has(ve) occurred, an amount payable on the Maturity Date representing the difference between the Cash Redemption Amount and the Preliminary Cash Redemption Amount.

Retained Amount means, in relation to Basket Bond Linked Notes in respect of which one or more Unsettled Bond Event(s) has(ve) occurred, the lower of:

(a) The difference between the Aggregate Nominal Amount and the Aggregate Loss Amount immediately prior to the Scheduled Maturity Date; and

(b) the aggregate of the Loss Amounts for all the Unsettled Bond Events (assuming a Bond Final Value of zero in respect of each Unsettled Bond Event).

Second Quotation Day means the Business Day following the First Quotation Day.

Settlement Type means American Settlement or European Settlement as specified in the applicable Final Terms.

Single Bond Linked Note means a Bond Linked Note indexed on one Bond for which the Type of Bond Linked Notes is specified as "Single Name Bond Linked Notes" in the applicable Final Terms.

Sovereign means any state, political subdivision or government, or any agency, instrumentality, ministry, department or other authority (including, without limiting the foregoing, the central bank) thereof.

Sovereign Agency means any agency, instrumentality, ministry, department or other authority (including, without limiting the foregoing, the central bank) of a Sovereign.

Subordination means, with respect to a Bond (the **Subordinated Obligation**) and another obligation of the Bond Issuer to which such obligation is being compared (the **Senior Obligation**), a contractual, trust or similar arrangement providing that (i) upon the liquidation, dissolution, reorganisation or winding up of the Bond Issuer, claims of the holders of the Senior Obligation will be satisfied prior to the claims of the holders of the Subordinated Obligation or (ii) the holders of the Subordinated Obligation will not be entitled to receive or retain payments in respect of their claims against the Bond Issuer at any time that the Bond Issuer is in payment arrears or is otherwise in default under the Senior Obligation. **Subordinated** will be construed accordingly. For purposes of determining whether Subordination exists or whether an obligation is Subordinated with respect to another obligation to which it is being compared, the existence of preferred creditors arising by operation of law or of collateral, credit support or other credit enhancement arrangements shall not be taken into account, except that, notwithstanding the foregoing, priorities arising by operation of law shall be taken into account where the Bond Issuer is a Sovereign.

succeed means, for the purposes of determining a Successor, with respect to a Bond Issuer and its related obligations with respect to a Bond, that a party other than such Bond Issuer assumes or becomes liable for such obligations whether by operation of law or pursuant to any agreement and such Bond Issuer is no longer an obligor (primarily or secondarily) or guarantor with respect to such obligations.

Succession Event means

(a) with respect to a Bond Issuer that is not a Sovereign, an event such as a merger, consolidation, amalgamation, transfer of assets or liabilities, demerger, spin-off or other similar event in which one entity succeeds to the obligations of another entity, whether by operation of law or pursuant to any agreement; or

(b) with respect to a Bond Issuer that is a Sovereign, an event such as annexation, unification, secession, partition, dissolution, consolidation, reconstitution or other event that results in any direct or indirect successor(s) to such Bond Issuer.

Succession Event Information means information about the occurrence of a Succession Event that occurred on or after the issue date of the Bond with a description in reasonable detail of the facts relevant to the determination of (a) the Succession Event or the change of name of the Bond Issuer that has occurred and (b) the identity of any Successor or, as applicable, the name of the Bond Issuer. Such Succession Event Information may be requested at any time by the Noteholders at the office of the Calculation Agent, and will be notified as part of a Bond Event Notice (if any) by or on behalf of the Issuer to the Noteholders.

Successor means with respect to a Bond, the entity who succeeds to the obligations of the Bond Issuer as determined by the Calculation Agent as soon as reasonably practicable after it becomes aware of the relevant Succession Event on the basis of Publicly Available Information.

With respect to a Sovereign Bond Issuer, Successor means each entity which becomes a direct or indirect successor to such Bond Issuer by way of a Succession Event, irrespective of whether any such successor assumes any of the obligations of such Bond Issuer.

Third Quotation Day means the Business Day following the Second Quotation Day.

Unsettled Bond Event means, with respect of a Bond, that a Bond Event Determination Date has occurred prior to the Scheduled Maturity Date but the corresponding Bond Final Valuation Notice Receipt Date has not occurred immediately prior to the Scheduled Maturity Date.

In respect of Basket Bond Linked Notes, the occurrence of an Unsettled Bond Event shall give rise to the payment of the Preliminary Cash Redemption amount on the Scheduled Maturity Date and of the Residual Cash Redemption Amount on the Maturity Date.

Valuation Hedging Cost means, in relation to a Bond, the direct and duly documented cost, if any, borne by the Issuer, the Issuer's hedging counterparty, the Calculation Agent or an agent on their behalf in relation to the determination of the Bond Final Price, expressed as a percentage of the Bond Notional Amount.

ADDITIONAL TERMS AND CONDITIONS FOR PREFERENCE SHARE LINKED NOTES

1. DEFINITIONS

Additional Disruption Event means any of Change in Law, Hedging Disruption, Insolvency Filing and/or Increased Cost of Hedging.

Change in Law means in respect of the Notes that, on or after the first to occur of (a) the Issue Date and (b) the first Valuation Date of the Notes (i) due to the adoption of any change in any applicable law or regulation (including without limitation, any tax law) or (ii) due to the promulgation of or any change in the interpretation by any court, tribunal or regulatory authority with competent jurisdiction of any applicable law or regulation (including any action taken by a taxing authority), the Calculation Agent determines in good faith that it has become illegal for Societe Generale or one of its affiliates to hold, acquire or dispose of the Underlying or to maintain the agreement entered into with Societe Generale or one of its affiliates by the Issuer of the Notes, relating to the Underlying of the Notes (the Affected Underlying).

Early Preference Share Redemption Notice means a notice from the Preference Share Issuer that the Preference Shares are to be redeemed early.

Early Redemption Amount means, in respect of each Note, an amount in the Specified Currency calculated by the Calculation Agent and equal to:

Calculation Amount x (Preference Share Value Early / Preference Share Value Initial)

and, if so specified in the relevant Final Terms, subject to a minimum of 10 per cent. of the Calculation Amount.

Early Redemption Event means (i) that the Issuer or any of its affiliates has received an Early Preference Share Redemption Notice, (ii) the Calculation Agent determines that an Extraordinary Event has occurred or (iii) the Calculation Agent determines that an Additional Disruption Event has occurred.

Early Redemption Valuation Date means the date determined by the Calculation Agent following the Early Redemption Event provided that such date shall be a date within a minimum period of time required in order to value the Notes following the early redemption of the Preference Shares and must be a date on which the Preference Shares remain in issue.

Extraordinary Event means a Merger Event, a Nationalisation and/or an Insolvency.

Final Redemption Amount means, in respect of each Note, an amount in the Specified Currency calculated by the Calculation Agent equal to:

Calculation Amount x (Preference Share Value Final / Preference Share Value Initial)

and, if so specified in the relevant Final Terms, subject to a minimum of 10 per cent. of the Calculation Amount.

Hedge Counterparty means any party with which the Issuer enters into one or any number of arrangements in order to hedge the Issuer's obligations to make any payment in respect of the Notes and may, for the avoidance of doubt, include Societe Generale and/or one of its affiliates.

Hedging Disruption means that the Hedge Counterparty is unable, after using commercially reasonable efforts, to (A) acquire, establish, re-establish, substitute, maintain, unwind or dispose of any transaction(s) or asset(s) it deems necessary to hedge the equity price risk (or any other relevant price risk including, but not limited to, currency risk) of the Issuer issuing and performing its obligations with

respect to the Notes or any agreement entered into with the Hedge Counterparty by the Issuer in respect of the Notes, or (B) realise, recover, receive, repatriate, remit or transfer the proceeds of any such transaction(s) or asset(s).

Hedge Positions means any purchase, sale, entry into or maintenance of one or more (a) positions, or loans in securities, options, futures, derivatives or foreign exchange or (b) other instruments or arrangements (howsoever described) by the Hedge Counterparty, in order to hedge, individually or on a portfolio basis, the Issuer's obligations in respect of the Notes.

Increased Cost of Hedging means, in respect of the Notes, that Societe Generale or one of its affiliates would incur a materially increased (as compared with circumstances existing on the date(s) on which Societe Generale enters into the Hedge Positions in respect of the Notes) amount of tax, duty, expense or fee (other than brokerage commissions) to (a) acquire, establish, re-establish, substitute, maintain, unwind or dispose of any transaction(s) or asset(s) it deems necessary to hedge the equity price risk of entering into and performing its obligations with respect to the Notes or (b) freely realize, recover or remit the proceeds of its Hedge Positions.

Insolvency means a voluntary or involuntary liquidation, bankruptcy, insolvency, dissolution or winding-up of or any analogous proceeding affecting the Preference Share Issuer as determined in good faith by the Calculation Agent.

Insolvency Filing means that the Preference Share Issuer institutes or has instituted against it by a regulator, supervisor or any similar official with primary insolvency, rehabilitative or regulatory jurisdiction over it in the jurisdiction of its incorporation or organisation or the jurisdiction of its head or home office, or it consents to a proceeding seeking a judgment of insolvency or bankruptcy or any other relief under any bankruptcy or insolvency law or other similar law affecting creditors' rights, or a petition is presented for its winding-up or liquidation by it or such regulator, supervisor or similar official or it consents to such a petition, provided that proceedings instituted or petitions presented by creditors and not consented to by the Preference Share Issuer shall not be deemed an Insolvency Filing.

Merger Date means the date upon which holders of the necessary number of Preference Shares (other than in the case of a takeover offer, Preference Shares owned or controlled by the offeror) to constitute a Merger Event have agreed or have irrevocably become obliged to transfer their Preference Shares.

Merger Event means any (A) reclassification or change of the Preference Shares that results in a transfer of or an irrevocable commitment to transfer all of such Preference Shares outstanding to another entity or person, (B) consolidation, amalgamation, merger or binding share exchange of the Preference Share Issuer with or into another entity or person (other than a consolidation, amalgamation, merger or binding share exchange in which the Preference Share Issuer is the continuing entity and which does not result in a reclassification or change of all of such Preference Shares outstanding), (C) takeover offer, tender offer, exchange offer, solicitation, proposal or other event by any entity or person to purchase or otherwise obtain 100 per cent. of the outstanding Preference Shares that results in a transfer of or an irrevocable commitment to transfer all such Preference Shares (other than such Preference Shares owned or controlled by such other entity or person), or (D) consolidation, amalgamation, merger or binding share exchange of the Preference Share Issuer with or into another entity in which the Preference Share Issuer is the continuing entity and which does not result in a reclassification or change of all such Preference Shares outstanding but results in the outstanding Preference Shares (other than Preference Shares owned or controlled by such other entity) immediately prior to such event collectively representing less than 50 per cent. of the outstanding Preference Shares immediately following such event, or takeover offer, tender offer, exchange offer, solicitation, proposal or other event by any entity or person that results in such entity or person purchasing or otherwise obtaining or having the right to obtain, by conversion or other means, greater than 10 per cent. and less than 100 per cent. of the outstanding voting shares of the Preference Share Issuer, as determined by the Calculation Agent based upon the making of filings with governmental or self-regulatory agencies or such other information as the Calculation Agent deems relevant.

Nationalisation means that all the Preference Shares or all or substantially all the assets of the Preference Share Issuer are nationalised, expropriated or are otherwise required to be transferred to any governmental agency, authority, entity or instrumentality thereof.

Preference Share Issuer means Solentis Investment Solutions PCC.

Preference Shares means the preference shares as specified in the applicable Final Terms of the Preference Share Issuer.

Preference Share Value means, in respect of any day, the market value of a Preference Share on such day, as determined by the Calculation Agent.

Preference Share Value Early means the Preference Share Value on the Early Redemption Valuation Date.

Preference Share Value Final means the Preference Share Value on the Valuation Date(1).

Preference Share Value Initial means the Preference Share Value on the Valuation Date(0).

Valuation Date(0) means the date specified as such in the applicable Final Terms.

Valuation Date(1) means the date specified as such in the applicable Final Terms or, if any date(s) for valuation of or any determination of the underlying asset or reference basis (or any part thereof) for the Preference Shares, falling on or about such day is to be delayed in accordance with the terms and conditions of the Preference Shares, by reason of a disruption or adjustment event, the Valuation Date(1) shall be such delayed valuation or determination date(s), all as determined by the Calculation Agent, in which case the Maturity Date will be postponed accordingly.

4. EARLY REDEMPTION OF PREFERENCE SHARE LINKED NOTES

If the Notes are specified in the applicable Final Terms as being Preference Share Linked Notes and if in the determination of the Calculation Agent an Early Redemption Event occurs, the Issuer may give notice to the Noteholders in accordance with English law Condition 13 and will redeem all (but not some only) of the Notes, each Note being redeemed by payment of the Early Redemption Amount as soon as reasonably practicable following the Early Redemption Valuation Date.

ADDITIONAL TERMS AND CONDITIONS FOR WARRANT LINKED NOTES

1. DEFINITIONS

Additional Disruption Event means any of Change in Law, Hedging Disruption, Insolvency Filing and/or Increased Cost of Hedging.

Automatic Early Redemption Amount means, in respect of each Note, an amount in the Specified Currency calculated by the Calculation Agent and equal to

Calculation Amount x (Warrant Value Exercise / Warrant Value Initial)

Automatic Early Redemption Event means in respect of the Notes that the Warrant becomes capable of being exercised early within a one-month period following a Valuation Date.

Automatic Early Redemption Valuation Date means, in the case of Insolvency Filing, the date immediately prior to the occurrence of the Automatic Early Redemption Event, and in all other cases, the date when the Automatic Early Redemption Event occurs.

Change in Law means in respect of the Notes that, on or after the first to occur of (a) the Issue Date and (b) the first Valuation Date of the Notes (i) due to the adoption of any change in any applicable law or regulation (including without limitation, any tax law) or (ii) due to the promulgation of or any change in the interpretation by any court, tribunal or regulatory authority with competent jurisdiction of any applicable law or regulation (including any action taken by a taxing authority), the Calculation Agent determines in good faith that it has become illegal for Société Générale or one of its affiliates to hold, acquire or dispose of the Underlying or to maintain the agreement entered into with Société Générale or one of its affiliates by the Issuer of the Notes, relating to the Underlying of the Notes (the Affected Underlying).

Early Redemption Amount means, in respect of each Note, an amount in the Specified Currency calculated by the Calculation Agent and equal to

Calculation Amount x (Warrant Value Early / Warrant Value Initial)

Early Redemption Event means that the Calculation Agent determines that a Warrant Termination Event or Additional Disruption Event has occurred.

Early Redemption Valuation Date means (i) the date determined by the Calculation Agent following the Additional Disruption Event provided that such date shall be a date within a minimum period of time required in order to value the Notes following the early redemption of the Warrants and must be a date on which the Warrants remain in issue or (ii) the Warrant Termination Date immediately prior to the occurrence of the Warrant Termination Event, as the case may be.

Final Redemption Amount means, in respect of each Note, an amount in the Specified Currency calculated by the Calculation Agent equal to:

Calculation Amount x (Warrant Value Final / Warrant Value Initial)

Hedge Counterparty means any party with which the Issuer enters into one or any number of arrangements in order to hedge the Issuer's obligations to make any payment in respect of the Notes and may, for the avoidance of doubt, include Societe Generale and/or one of its affiliates.

Hedging Disruption means that the Hedge Counterparty is unable, after using commercially reasonable efforts, to (A) acquire, establish, re-establish, substitute, maintain, unwind or dispose of any transaction(s) or asset(s) it deems necessary to hedge the warrant price risk of the Issuer issuing and

performing its obligations with respect to the Notes or any agreement entered into with the Hedge Counterparty by the Issuer in respect of the Notes, or (B) realise, recover, receive, repatriate, remit or transfer the proceeds of any such transaction(s) or asset(s).

Hedge Positions means any purchase, sale, entry into or maintenance of one or more (a) positions, or loans in securities, options, futures, derivatives or foreign exchange or (b) other instruments or arrangements (howsoever described) by the Hedge Counterparty, in order to hedge, individually or on a portfolio basis, the Issuer's obligations in respect of the Notes.

Increased Cost of Hedging means, in respect of the Notes, that Société Générale or one of its affiliates would incur a materially increased (as compared with circumstances existing on the date(s) on which Société Générale enters into the Hedge Positions in respect of the Notes) amount of tax, duty, expense or fee (other than brokerage commissions) to (a) acquire, establish, re-establish, substitute, maintain, unwind or dispose of any transaction(s) or asset(s) it deems necessary to hedge the equity price risk of entering into and performing its obligations with respect to the Notes or (b) freely realize, recover or remit the proceeds of its Hedge Positions.

Insolvency Filing means that the Warrant Issuer or the Warrant Guarantor institutes or has instituted against it by a regulator, supervisor or any similar official with primary insolvency, rehabilitative or regulatory jurisdiction over it in the jurisdiction of its incorporation or organisation or the jurisdiction of its head or home office, or it consents to a proceeding seeking a judgment of insolvency or bankruptcy or any other relief under any bankruptcy or insolvency law or other similar law affecting creditors' rights, or a petition is presented for its winding-up or liquidation by it or such regulator, supervisor or similar official or it consents to such a petition, provided that proceedings instituted or petitions presented by creditors and not consented to by the Warrant Issuer shall not be deemed an Insolvency Filing.

Valuation Date(0) means the date specified as such in the applicable Final Terms.

Valuation Date(1) means the date specified as such in the applicable Final Terms .

Warrants means the warrants issued by the Warrant Issuer specified in the applicable Final Terms.

Warrant Guarantor means the guarantor of the Warrants.

Warrant Issuer means the issuer of the Warrants specified in the applicable Final Terms.

Warrant Termination Date means, in respect of a Warrant, the date on which such Warrant is cancelled or terminated as a result of a Warrant Termination Event, as determined by the Calculation Agent.

Warrant Termination Event means, in respect of a Warrant, (a) the cancellation or termination of such Warrant for any reason other than (i) by reason of its scheduled exercise by a holder thereof, (ii) its automatic exercise pursuant to its terms or (b) a specified early cancellation event occurs in respect of such Warrant in accordance with its terms.

Warrant Value means, in respect of any day, the market value of a Warrant on such day as determined by the Calculation Agent.

Warrant Value Early means the Warrant Value on the Early Redemption Valuation Date.

Warrant Value Exercise means the market value of the Warrant on the Automatic Early Redemption Valuation Date, as determined by the Calculation Agent.

Warrant Value Final means the Warrant Value on the Valuation Date(1).

Warrant Value Initial means the Warrant Value on the Valuation Date(0).

2. EARLY REDEMPTION OF WARRANT LINKED NOTES

If the Notes are specified in the applicable Final Terms as being Warrant Linked Notes, and if in the determination of the Calculation Agent an Early Redemption Event occurs, the Issuer may give notice to the Noteholders in accordance with English law Condition 13 and will redeem all (but not some only) of the Notes, each Note to be redeemed by payment of the Early Redemption Amount as soon as reasonably practicable following the Early Redemption Valuation Date.

3. AUTOMATIC EARLY REDEMPTION OF WARRANT LINKED NOTES

If the Notes are specified in the applicable Final Terms as being Warrant Linked Notes, and if an Automatic Early Redemption Event occurs, the Issuer may give notice to the Noteholders in accordance with English law Condition 13 and will redeem all (but not some only) of the Notes, each Note to be redeemed by payment of the Automatic Early Redemption Amount as soon as reasonably practicable following the Automatic Early Redemption Valuation Date.

FORM OF DEED OF GUARANTEE

THIS DEED OF GUARANTEE is made on 29 April 2013 by Société Générale (the **Guarantor**) in favour of the Noteholders (as defined in the Terms and Conditions of the English Law Notes and the Uncertificated Notes and in the Terms and Conditions of the French Law Notes) and the holders for the time being of interest coupons (if any) appertaining to the Notes (the **Coupons**, which expression shall include the receipts for the repayment of principal in instalments (if any) appertaining to the Notes), the Coupons being attached on issue to Definitive Bearer Note(s) (as defined below). Each Noteholder and each holder of a Coupon is a **Holder**.

WHEREAS:

1. SG Issuer, SGA Société Générale Acceptance N.V. and SG Option Europe (the **Issuers** and each an **Issuer**) and the Guarantor have entered into a Programme Agreement dated 29 April 2013 (the **Programme Agreement**, which expression includes the same as it may be amended, supplemented or restated from time to time) with the Dealers named therein under which, each Issuer proposes from time to time to issue Debt Instruments (the **Notes**, such expression to include each Definitive Bearer Note, each Definitive Bearer SIS Note, each Definitive Registered Note, each Global Note, each Uncertificated Note, each Registered Note, each Materialised Note and each Dematerialised Note issued by an Issuer (the terms "Definitive Bearer Note", "Definitive Registered Note", "Global Note", "Uncertificated Note" and "Registered Note" have the meanings ascribed thereto in the Terms and Conditions of the English Law Notes and the Uncertificated Notes (as set out in the base prospectus dated 29 April 2013 (the **Base Prospectus**)), and the terms "Materialised Note" and "Dematerialised Note" have the meanings ascribed thereto in the Terms and Conditions of the French Law Notes (as set out in the Base Prospectus), and to include any receipts issued in respect of Notes repayable in instalments);

2. each Issuer has executed a Deed of Covenant (the **Deed of Covenant**) dated 29 April 2013 relating to Global Notes (other than Permanent Global SIS Notes) issued by that Issuer pursuant to the Programme Agreement; with effect from the date hereof, this Deed of Guarantee (the **Deed of Guarantee**) will apply only in relation to Notes issued on or after such date;

3. the Issuers and the Guarantor have entered into an Agency Agreement dated 29 April 2013 in relation to the English Law Notes and a French Law Agency Agreement dated 29 April 2013 in relation to the French Law Notes (respectively, the **Agency Agreement** and the **French Law Agency Agreement** and together, the **Agency Agreements**, which expressions include the same as they may be amended, supplemented or restated from time to time) with the Fiscal Agent, the Registrar and other parties named therein.

NOW THIS DEED WITNESSES as follows:

1. Guarantee

Subject as provided herein, the Guarantor irrevocably and unconditionally guarantees by way of deed poll to each Holder that, if for any reason, the relevant Issuer does not pay any sum payable by it to such Holder in respect of any Note or Coupon or (if applicable) under the Deed of Covenant (including any premium or any other amounts of whatever nature or additional amounts which may become payable under any of the foregoing), as and when the same shall become due under any of the foregoing, the Guarantor will pay to such Holder on demand the amount payable by the relevant Issuer to such Holder; provided that (i) in the case of any Physical Delivery Notes in respect of which the relevant guaranteed obligation of the Issuer is an obligation to transfer the Deliverable Asset(s) in respect of a Physical Delivery Amount, the Guarantor shall, in lieu of such transfer, be obliged to pay a cash amount in the relevant Specified Currency equal to the fair market value (as determined by the Calculation Agent in its sole discretion, but in a commercially reasonable manner, on or about the due date for transfer of the relevant Deliverable Asset(s) in respect of the Physical Delivery Amount) of the Deliverable Asset(s) in respect of the Physical Delivery Amount and (ii) if any payment described above is affected by Currency Unavailability (as defined in Condition 4.14 of the Terms and Conditions of the English Law Notes and the Uncertificated Notes and Condition 4.8 of the Terms and Conditions of the French Law Notes), the Guarantor will be entitled to satisfy its obligations to the relevant Holder by making payment in euro or U.S. dollars in accordance with the above-mentioned Condition.

Notes issued before 29 April 2013 continue to have the benefit of any previous deed of guarantee applicable thereto made by the Guarantor prior to this Deed of Guarantee. Notes issued prior to 19 December 2003 by SG Australia Limited (ABN 72 002 093 021) shall continue to have the benefit of any deed of guarantee applicable thereto made by the Guarantor prior to such date.

2. Guarantee Limit

This Guarantee shall not apply to any Series (as defined in the Programme Agreement) of Notes issued by an Issuer on or after the date hereof to the extent that, at the Issue Date of such Series of Notes, the sum of (A) the Aggregate Nominal Amount of such Series of Notes and (B) the sum of the Aggregate Nominal Amounts of each Series of Notes issued by the Issuers and Société Générale acting as issuer and outstanding on such Issue Date, in each case, converted into euro at the relevant spot rate of exchange on such Issue Date, is equal to an amount which exceeds €125,000,000,000.

For the purposes of this Clause, all references to "this Guarantee" and related expressions shall be to this Deed of Guarantee.

3. Guarantor as Principal Debtor

Without affecting the relevant Issuer's obligations, the Guarantor will be liable under this Guarantee as if it were the sole principal debtor and not merely a surety. Accordingly, it will not be discharged, nor will its liability be affected, by anything which would not discharge it or affect its liability if it were the sole principal debtor (including (a) any time, indulgence, waiver or consent at any time given to the relevant Issuer or any other person, (b) any amendment to any Note, any Coupon or (if applicable) the Deed of Covenant or to any security or other guarantee or indemnity, (c) the making or absence of any demand on the relevant Issuer or any other person for payment, (d) the enforcement or absence of enforcement of any Note, any Coupon, (if applicable) the Deed of Covenant or of any security or other guarantee or indemnity, (e) the release of any such security, guarantee or indemnity, (f) the dissolution, amalgamation, reconstruction or reorganisation of the relevant Issuer or any other person or (g) the illegality, invalidity or unenforceability of or any defect in any provision of any Note, any Coupon or (if applicable) the Deed of Covenant or any of the relevant Issuer's obligations under any of them).

4. Guarantor's Obligations Continuing

The Guarantor's obligations under this Guarantee are and will remain in full force and effect by way of continuing security until no sum remains payable under any Note, any Coupon or (if applicable) the Deed of Covenant. Furthermore, these obligations of the Guarantor are additional to, and not instead of, any security or other guarantee or indemnity at any time existing in favour of a Holder, whether from the Guarantor or otherwise. The Guarantor irrevocably waives all notices and demands whatsoever.

5. Repayment to the Issuer

If any payment received by a Holder is, on the subsequent liquidation or insolvency of the relevant Issuer, avoided under any laws relating to liquidation or insolvency, such payment will not be considered as having discharged or diminished the liability of the Guarantor and this Guarantee will continue to apply as if such payment had at all times remained owing by the relevant Issuer.

6. Indemnity

As a separate and alternative stipulation, the Guarantor unconditionally and irrevocably agrees that any sum expressed to be payable by the relevant Issuer under any Note, any Coupon or (if applicable) the Deed of Covenant but which is for any reason (whether or not now known or becoming known to the relevant Issuer, the Guarantor or any Holder) not recoverable from the Guarantor on the basis of a guarantee will nevertheless be recoverable from it as if it were the sole principal debtor and will be paid by it to the Holder on demand. This indemnity constitutes a separate and independent obligation from the other obligations in this Guarantee, gives rise to a separate and independent cause of action and will apply irrespective of any indulgence granted by any Holder.

7. Status of Guarantee

In respect of any Notes, the obligation of the Guarantor under this Guarantee constitutes a direct, unconditional, unsecured and general obligation of the Guarantor and ranks and will rank *pari passu* with all other existing and future direct, unconditional, unsecured and general obligations of the Guarantor, including those in respect of deposits but excluding any debts for the time being preferred by law and senior to any subordinated obligations.

8. Incorporation of Conditions

So long as any of the Notes remains outstanding (as defined in the Agency Agreements) the Guarantor will comply with the provisions applicable to it in the Conditions of the Notes as though the same were set out in full herein.

9. Power to execute

The Guarantor hereby warrants, represents and covenants with each Holder that it has all corporate power, and has taken all necessary corporate or other steps, to enable it to execute, deliver and perform this Guarantee, and that this Guarantee constitutes a legal, valid and binding obligation of the Guarantor in accordance with its terms, subject to any obligations mandatorily preferred by law.

10. Deposit of Guarantee

This Guarantee shall take effect as a deed poll for the benefit of the Holders from time to time and for the time being. This Guarantee shall be deposited with and held by Société Générale Bank & Trust, for the benefit of the Holders until all the obligations of the Guarantor have been discharged in full.

11. Production of Guarantee

The Guarantor hereby acknowledges the right of every Holder to the production of, and the right of every Holder to obtain (upon payment of a reasonable charge) a copy of, this Guarantee, and further acknowledges and covenants that the obligations binding upon it contained herein are owed to, and shall be for the account of, each and every Holder, and that each Holder shall be entitled severally to enforce the said obligations against the Guarantor.

12. Subrogation

Until all amounts which may be payable under the Notes, the Coupons and/or (if applicable) the Deed of Covenant have been irrevocably paid in full, the Guarantor shall not by virtue of this Guarantee be subrogated to any rights of any Holder or claim in competition with the Holders against the relevant Issuer.

13. Contracts (Rights of Third Parties) Act 1999

No rights are conferred on any person under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this Guarantee, but this does not affect any right or remedy of any person which exists or is available apart from that Act.

14. Governing Law and Jurisdiction

This Guarantee and any non-contractual obligations arising out of or in connection with it are governed by and shall be construed in accordance with English law. The Guarantor irrevocably agrees for the benefit of each Holder that the courts of England are to have jurisdiction to settle any dispute which may arise out of or in connection with this Guarantee (including any dispute relating to any non-contractual obligations arising out of or in connection with this Guarantee) and that accordingly any suit, action or proceedings (together referred to as **Proceedings**) arising out of or in connection with this Guarantee (including any Proceedings relating to any non-contractual obligations arising out of or in connection with this Guarantee) may be brought in the courts of England.

The Guarantor irrevocably waives any objection which it may have now or hereafter to the laying of the venue of any Proceedings in the courts of England and irrevocably agrees that a final judgment in any Proceedings brought in the courts of England shall be conclusive and binding upon the Guarantor and may be enforced in the courts of any other jurisdiction. Nothing contained in this Clause shall limit any right to take Proceedings against the Guarantor in any other court of competent jurisdiction, nor shall the taking of Proceedings in one or more jurisdictions preclude the taking of Proceedings in any other jurisdiction, whether concurrently or not.

The Guarantor hereby appoints Société Générale, London Branch (SGLB), currently of SG House, 41, Tower Hill, London EC3N 4SG, as its agent for service of process in England in respect of any Proceedings and undertakes that in the event of SGLB ceasing so to act, it will appoint another person as its agent for that purpose.

IN WITNESS whereof this Guarantee has been executed and delivered as a deed on behalf of the Guarantor.

EXECUTED and delivered as a **DEED** by)
SOCIÉTÉ GÉNÉRALE)
acting by)
acting under the authority)
of that company)
in the presence of:)

Witness's

Signature: [●]

Name: [●]

Address: [●]

Dated [●]

USE OF PROCEEDS

The net proceeds from each issue of Notes will be applied for the general financing purposes of the Société Générale Group, which include making a profit.

If there is a particular identified use of proceeds in respect of any particular issue, it will be stated in the applicable Final Terms.

DESCRIPTION OF SOCIÉTÉ GÉNÉRALE

Please refer to the information on Société Générale in the documents incorporated herein by reference as set out in the "*Documents Incorporated by Reference*" section.

1. PURPOSE OF SOCIÉTÉ GÉNÉRALE

The purpose of Société Générale (pursuant of the article 3 of its by-laws) is, under the conditions determined by the laws and regulations applicable to credit institutions, to carry out with individuals and corporate entities, in France or abroad:

- all banking transactions;
- all transactions related to banking operations, including in particular investment services or allied services as listed by articles L. 321-1 and L. 321-2 of the French Monetary and Financial Code;
- all acquisitions of interests in other companies.

Société Générale may also, on a regular basis, as defined in the conditions set by the French Financial and Banking Regulation Committee, engage in all transactions other than those mentioned above, including in particular insurance brokerage.

Generally, Société Générale may carry out, on its own behalf, on behalf of a third-party or jointly, all financial, commercial, industrial, agricultural, movable property or real property transactions, directly or indirectly related to the above-mentioned activities or likely to facilitate the accomplishment of such activities.

2. REGISTRATION

Société Générale is registered in the *Registre du Commerce et des Sociétés* of Paris under number 552 120 222 RCS Paris. It was first registered on 4 May 1864.

3. PUBLICATIONS

Société Générale makes available its investors communications on the following website: www.societegenerale.com.

Notices to Noteholders are made in accordance with the relevant Terms and Conditions of the Notes.

4. AUDITORS

For the financial year ended 31 December 2011, the consolidated financial statements of Société Générale were audited, without qualification, and prepared in accordance with International Financial Reporting Standards as endorsed by the European Union as of 31 December 2006, by Ernst & Young Audit (member of the French *Compagnie nationale des commissaires aux comptes*) represented by Mr Philippe Peuch-Lestrade, 1/2, place des Saisons, 92400 Courbevoie - Paris-La Défense 1, France and Deloitte & Associés (formerly named Deloitte Touche Tohmatsu) (member of the French *Compagnie nationale des commissaires aux comptes*) represented by Mr. Jean-Marc Mickeler, 185, avenue Charles de Gaulle, 92524 Neuilly-sur-Seine Cedex, France.

For the financial year ended 31 December 2012, the consolidated financial statements of Société Générale were audited, without qualification, and prepared in accordance with International Financial Reporting Standards as endorsed by the European Union as of 31 December 2006, by Ernst & Young et Autres (member of the French *Compagnie nationale des commissaires aux comptes*) represented by Mrs Isabelle Santenac, 1/2, place des Saisons, 92400 Courbevoie - Paris-La Défense 1, France and Deloitte et Associés (formerly named Deloitte Touche Tohmatsu) (member of the French *Compagnie nationale des commissaires aux comptes*) represented by Mr. Jean-Marc Mickeler, 185, avenue Charles de Gaulle, 92524 Neuilly-sur-Seine Cedex, France.

Ernst & Young Audit and Deloitte & Associés have no material interest in Société Générale.

5. RECENT DEVELOPMENTS

5.1 Recent Issues

Since January 2013, Société Générale has issued, amongst others, the following series of Notes:

1 - Nominal amount of EUR 2,000,000,000, 2 years floating rate notes issued on 14th January 2013,

2 - Nominal amount of EUR 1,000,000,000, 7 years fixed rate notes issued on 23rd January 2013.

DESCRIPTION OF SG ISSUER

1. INFORMATION RELATING TO SG ISSUER

SG Issuer was incorporated on 16 November 2006, for an unlimited duration as a limited liability company under the laws of Luxembourg under the legal name of Société Générale d'Arbitrages et de Participations Luxembourg S.A. (**SGAP**). Until the 2011 year end SGAP was engaged in basket trading activities.

The extraordinary shareholder meeting held on 16 April 2012 has changed SGAP's legal name to SG Issuer.

The corporate objects clause described in article 3 of the Issuer's articles of association provides that, in compliance with the applicable laws and regulations, the Issuer's purpose is:

- to issue debt securities, bonds, certificates, warrants (option coupons) and other debt securities or acknowledgements of debt or financial securities, whether or not accompanied by guarantees, with any type of underlying security including, without limitation, corporate stock, any other capital security or security other than capital, index, currency, exchange rate, interest rate, dividend, credit risk, fund unit, investment company stock, term deposit, life insurance contract, loan, merchandise, term contract, option, warrant or option coupons, allocated or unallocated precious metals, unit of account, basket or any other factor or any other type of underlying securities or any combination of the latter;

- to purchase, hold, dispose of, lend, loan or resell, by any means, including in particular the use of trusts, in trust or repurchase, any type of assets whatever their names and forms and whether or not accompanied by guarantees, in particular financial instruments (financial securities: stocks, fund units, bonds, certificates, warrants or option coupons – or financial contracts: swaps, options or other), or any other debt securities, acknowledgements or debts or capital securities;

- to receive or issue money loans (including loans convertible into shares of the Issuer) - within the group of companies to which the Issuer belongs – and to supply guarantees in any form (actual guarantees such as pledges, securities, mortgages or other - personal guarantees or any other form of guarantee), for their own account, for the account of the group of companies to which the Issuer belongs or on behalf of third parties.

It may carry out any industrial, commercial, financial, transferable or non-transferable transactions that are connected, directly or indirectly, in whole or in part, to its corporate purpose.

It may carry out its corporate purpose directly or indirectly in its own name or on behalf of third parties, solely or in association, by conducting all transactions so as to favour the aforementioned purpose of the company or that of companies in which it has interests.

As a general rule, the company may take any control or supervisory measures and conduct all transactions that may appear useful to it in fulfilling its purpose; it may also hold administrative madates in other companies in Luxembourg or abroad, whether remunerated or not.

SG Issuer's registered office is located at 15, boulevard du Prince Henri, L-1724 Luxembourg.

SG Issuer is registered with the Luxembourg trade and companies register under No. B 121.363. Its telephone number is + 352 27 85 44 40.

The financial year of SG Issuer runs from 1 January to 31 December.

SG Issuer's legal and commercial name is "SG Issuer".

2. PUBLICATIONS

Notices to Noteholders are made in accordance with the relevant Terms and Conditions of the Notes.

3. ORGANISATIONAL STRUCTURE/MAJOR SHAREHOLDERS

SG Issuer has no subsidiaries.
SG Issuer is a 100 per cent. owned subsidiary of Société Générale Bank & Trust S.A. and is a fully consolidated company.
SG Issuer is a member of the Group: a simplified organisational chart is set out on pages 38 to 39 of the 2013 Registration Document of Société Générale.

4. SHARE CAPITAL

The registered issued share capital of SG Issuer is EUR 2,000,000 divided into 50,000 ordinary fully paid up shares of EUR 40 each.

SG Issuer paid EUR 90,685,000 dividends to its shareholders in the last five years as follows:

Year	**Dividends paid per share (in EUR)**
2011	75.07
2010	152.68
2009	627.93
2008	438.44
2007	519.58

5. GENERAL MEETINGS OF SHAREHOLDERS

Shareholders meetings are convened accordingly to prescriptions of Luxembourg laws.

The annual general meeting of shareholders is held on the penultimate Thursday of March or, if it is not a bank working day in Luxembourg, the following day.

Shareholders are entitled to one vote per share. Resolutions proposed at ordinary annual general meetings of shareholders require a simple majority of votes cast. Resolutions proposed at extraordinary meetings of shareholders require a two third majority of votes cast when the resolution deals with either a modification of the Issuer's articles of incorporation or the Issuer's dissolution.

Each time all the shareholders are present or represented and if they declare being informed of the agenda of the shareholders meeting, the shareholders meeting can be held without notification.

6. BUSINESS OVERVIEW/PRINCIPAL ACTIVITIES/PRINCIPAL MARKETS

SG Issuer is a finance company whose main business is raising debt to be on-lent to Société Générale and other members of the Group.

7. ADMINISTRATION AND MANAGEMENT

Pursuant to its articles of association, SG Issuer is managed by a board of directors.

The members of the board are Frederic Genet, Richard Paolantonacci, Vincent Robillard, Yves Cacclin and Marc Augier.

Frederic Genet, Richard Paolantonacci, Vincent Robillard, Yves Cacclin and Marc Augier currently hold full-time management positions in the Société Générale Group.

Name	**Address**	**Function**	**Activities outside the Issuer**
Frederic Genet	L-2420 Luxembourg, 11, Rue Emile Reuter	Chairman of the Board and Chief Executive Officer	Chief Executive Officer within SGBT
Vincent Robillard	17 Cours Valmy 98200 Puteaux	Deputy Chief Executive Officer and Director	Head of SG Group Funding
Richard Paolantonacci	17 Cours Valmy 98200 Puteaux	Deputy Chief Executive Officer and Director	Head of SG Group Scarce Resources
Yves Cacclin	L-2420 Luxembourg, 11, Rue Emile Reuter	Director	Head of Corporate Engineering within SGBT
Marc Augier	L-2420 Luxembourg, 11, Rue Emile Reuter	Director	Deputy Head of Corporate Engineering within SGBT

There are no conflicts of interest between any duties owed by the members of the board of directors to SG Issuer and their private interests and/or other duties.

To the best of its knowledge and belief, SG Issuer complies with the corporate governance regime of Luxembourg.

8. INDEBTEDNESS

SG Issuer has the equivalent (calculated on 31 December 2011) of EUR 2,218,336.17 total indebtedness (under Luxembourg GAAP).

9. FINANCIAL INFORMATION

The audited annual financial statements for the financial year ended 31 December 2012 of SG Issuer prepared in accordance with IFRS are incorporated by reference in this Base Prospectus (see "*Documents Incorporated by Reference*").

The audited annual financial statements for the financial years ended 31 December 2010 and 31 December 2011 of SG Issuer prepared in accordance with Luxembourg GAAP and the related notes and audit reports for each such year are incorporated by reference in this Base Prospectus (see "*Documents Incorporated by Reference*").

10. AUDITORS

The statutory auditors are Deloitte Audit (a member of *Institut des Réviseurs d'Entreprises*), *société à responsabilité limitée*, L-2220 Luxembourg, 560 rue de Neudorf, R.C.S. Luxembourg B 67.895.

For the financial year ended on 31 December 2012, respectively, the accounts were audited, without qualification, in accordance with IFRS, by Deloitte Audit S.A.R.L. represented by Stéphane Césari and Olivier Lefèvre, L-2220 Luxembourg, 560, rue de Neudorf, R.C.S. Luxembourg B 67.895.

For the financial years ended on 31 December 2010 and 31 December 2011, respectively, the accounts were audited, without qualification, in accordance with Luxembourg GAAP, by Deloitte Audit S.A.R.L. represented by Stéphane Césari, L-2220 Luxembourg, 560, rue de Neudorf, R.C.S. Luxembourg B 67.895.

Deloitte Audit S.A.R.L has no material interest in SG Issuer.

11. RECENT DEVELOPMENTS

On 16 April 2012 an extraordinary shareholder meeting passed resolutions:

- to modify the corporate name of SGAP into SG Issuer; and
- to modify its articles of association to notably match its new corporate objects as described under "Information relating to SG Issuer" above.

12. BUSINESS OUTLOOK

SG Issuer expects to start its new activity in accordance with its new corporate objects over the course of 2013.

13. SELECTED FINANCIAL INFORMATION

Figures prepared in accordance with IFRS at 31 December 2012

(in K€)	**December 31, 2012 (audited)**	**December 31, 2011 (audited)**
Operating Revenues	**6 805**	**19 835**
Profit from operations	**5 233**	**5 573**
Profit from continuing operations	**5 233**	**5 573**
Total Assets	**447 087**	**69 028**

DESCRIPTION OF SGA SOCIÉTÉ GÉNÉRALE ACCEPTANCE N.V.

1. INFORMATION RELATING TO SGA SOCIÉTÉ GÉNÉRALE ACCEPTANCE N.V.

SGA Société Générale Acceptance N.V. was incorporated on 7 October 1986 as a limited liability company under the laws of Curacao (formerly the Netherlands Antilles).

SGA Société Générale Acceptance N.V.'s legal and commercial name is "SGA Société Générale Acceptance N.V.".

SGA Société Générale Acceptance N.V.'s head office is located at Pietermaai 15, Curaçao.

Its telephone number is + 5999-433 5000.

SGA Société Générale Acceptance N.V. is registered in the Commercial Register of the Chamber of Commerce and Industry at Curacao under No. 45500 (0). It was first registered on 30 October 1986.

The financial year of SGA Société Générale Acceptance N.V. runs from 1 January to 31 December.

Pursuant to Article 2 of its articles of association, the purpose and object of SGA Société Générale Acceptance N.V. is:

- to invest its funds in securities, such as shares and other certificates of participation, and bonds and in other interest-bearing debentures under whatever name and in whatever form;

- to borrow money and to issue notes, bonds, debentures, warrants and any kind of debt instruments therefor, with any type of underlying, including without limitation, a share in a company, any other equity or non-equity security, an index, a currency, a currency exchange rate, an interest rate, a dividend, a credit risk, a fund unit, a share of an investment company, a term deposit, a life insurance contract, a loan, a commodity, a futures contract, an underlying unallocated precious metal, a unit linked feature (accounting unit), or any other factor, a basket thereof or any combination thereof, all subject to any applicable law and regulation;

- as well as to lend money - within the group to which SGA Société Générale Acceptance N.V. belongs - and to provide security in any form on behalf of third parties; and

- to issue securities granting entitlement to Société Générale shares, by one of the companies of which Société Générale holds, directly or indirectly, more than half of the capital stock, it being stipulated that theses securities could also give entitlement to existing Société Générale shares.

2. PUBLICATIONS

Notices to Noteholders are made in accordance with the relevant Terms and Conditions of the Notes.

3. ORGANISATIONAL STRUCTURE/MAJOR SHAREHOLDERS

SGA Société Générale Acceptance N.V. has no subsidiaries.

SGA Société Générale Acceptance N.V. is a 100 per cent. owned subsidiary of Société Générale and is a fully consolidated company.

SGA Société Générale Acceptance N.V. is a finance company whose main business is raising debt to be on-lent to Société Générale and other members of the Group.

SGA Société Générale Acceptance N.V. is a member of the Société Générale Group.

4. SHARE CAPITAL

The registered issued share capital of SGA Société Générale Acceptance N.V. is USD 560,000 divided into 560,000 ordinary fully paid up shares of USD 1 each.

SGA Société Générale Acceptance N.V. did not pay any dividends in the last five years.

5. GENERAL MEETINGS OF SHAREHOLDERS

Each of the managing directors and the supervisory directors of SGA Société Générale Acceptance N.V., and shareholders who alone or jointly with other shareholders may cast at least ten per cent. of the votes, are entitled to convene general meetings of shareholders.

The annual general meeting of shareholders of SGA Société Générale Acceptance N.V. must be held within nine months after the end of each financial year.

Shareholders are entitled to one vote per share. Resolutions proposed at annual general meetings of shareholders require a clear majority of votes cast or, in the case of a resolution to dissolve SGA Société Générale Acceptance N.V. or to amend its articles, a majority of three-quarters of votes cast in a meeting where at least two-thirds of the shares are represented. In the event that the required capital is not represented at the first meeting, a second meeting shall be convoked, to be held within two months after the first meeting, at which second meeting irrespective of the capital then represented, valid resolutions can be passed on such subjects by three-quarters of the votes casts.

6. BUSINESS OVERVIEW / PRINCIPAL ACTIVITIES / PRINCIPAL MARKETS

The sole purpose of SGA Société Générale Acceptance N.V. is to issue warrants as well as structured products such as debt instruments, indebtedness and certificates. The funds are reinvested in securities and bonds or other interest-bearing securities.

For these activities, SGA Société Générale Acceptance N.V. has ordinary accounts opened in its name in different countries and currencies. The main ones are: EUR, USD, GBP, HKD, CHF and JPY.

When SGA Société Générale Acceptance N.V. operates within the context of a structured issue, Société Générale bears the risk associated with this issue by endorsing this entire issue.

Securities issued by SGA Société Générale Acceptance N.V. are listed in Paris, Luxembourg, Frankfurt, Düsseldorf, London, Amsterdam, Brussels, Stockholm and Zurich.

7. ADMINISTRATION AND MANAGEMENT

Pursuant to Article 8 of its articles of association, SGA Société Générale Acceptance N.V. is managed by a management consisting of one or more managing directors under the supervision of a board of supervisory directors, consisting of one or more supervisory directors.

The members of the management board are TMF (Netherlands Antilles) N.V. (the statutory director of which is TMF Curaçao N.V., of which Evert Rakers is the sole statutory director), Eric Rabin and Jérôme Gherchanoc.

The sole member of the supervisory board is Christophe Leblanc.

Eric Rabin, Jérôme Gherchanoc and Christophe Leblanc currently hold full-time management positions at Société Générale.

TMF Curaçao N.V. currently holds the positions of Managing Director of TMF (Netherlands Antilles) N.V. and Evert Rakers holds the position of Managing Director of TMF Curaçao N.V.

The business address of Eric Rabin, Jérôme Gherchanoc and Christophe Leblanc is Société Générale, Tour Société Générale, 92987 Paris-La Défense 7, Cedex, France. The business address for all other directors of SGA Société Générale Acceptance N.V., including the directors of TMF (Netherlands Antilles) N.V., is that of the head office of SGA Société Générale Acceptance N.V. (as above).

There are no conflicts of interest between any duties owed by the members of the management board and the supervisory board to SGA Société Générale Acceptance N.V. and their private interests and/or other duties.

To the best of its knowledge and belief, SGA Société Générale Acceptance N.V. complies with the corporate governance regime of Curaçao.

8. INDEBTEDNESS

SGA Société Générale Acceptance N.V. has the equivalent (calculated on 28 February 2013) of USD 55,422,964,812.00 total indebtedness (under IFRS).

9. FINANCIAL INFORMATION

The audited annual financial statements for the financial years ended 31 December 2011 and 31 December 2012 of SGA Société Générale Acceptance N.V. prepared in accordance with IFRS and the related notes and audit reports for each such year are incorporated by reference in this Base Prospectus (see "*Documents Incorporated by Reference*").

SGA Société Générale Acceptance N.V. usually issues notes, warrants and other types of indebtedness. The entire amount of the proceeds of such issuances is invested in financial instruments with similar characteristics. Therefore cash-flows generated in SGA Société Générale Acceptance N.V.'s business are considered as operating cash-flows and are nil in net amount.

10. AUDITORS

For the financial years ended on 31 December 2011 and 31 December 2012, respectively, the accounts of SGA Société Générale Acceptance N.V. were audited, without qualification, in accordance with IFRS, by Deloitte & Associés (formerly named Deloitte Touche Tohmatsu) (member of the French *Compagnie nationale des commissaires aux comptes*) represented by Mrs. Charlotte Vandeputte, 185, avenue Charles de Gaulle, 92524 Neuilly-sur-Seine Cedex, France. The audit of SGA Société Générale Acceptance N.V. was carried out at the request of Société Générale of which Deloitte & Associés is one of the auditors.

Deloitte & Associés has no material interest in SGA Société Générale Acceptance N.V.}

11. RECENT DEVELOPMENTS

Since 31 December 2012, SGA Société Générale Acceptance N.V. has decreased its indebtedness by the equivalent of USD 3,270,261,124.00 (calculated as of 28 February 2013) and amounting to a total indebtedness of the equivalent of USD 58,693,225,936.00.

12. BUSINESS OUTLOOK

SGA Société Générale Acceptance N.V. expects business for the rest of this business year to continue as it has done so far over the course of 2013.

13. SELECTED FINANCIAL INFORMATION

Figures prepared in accordance with IFRS at 31 December 2012

(in Kusd)	December 31, 2012	December 31, 2011
Net banking income	**0**	**0**
Net result	**0**	**0**
Total assets	**59 567 540**	**61 623 112**
Euro Medium Term Notes and bonds	**54 673 341**	**56 800 082**
Financial Instruments (Warrants)	**4 014 772**	**3 858 431**

DESCRIPTION OF SG OPTION EUROPE

1. INFORMATION RELATING TO SG OPTION EUROPE

SG Option Europe was incorporated on 1 June 1987 for an initial duration of 99 years as a limited liability corporation (*société anonyme*) established under French law and has the status of an investment company.

SG Option Europe's head office is located at 17, cours Valmy – 92800 Puteaux, France and is registered in the *Registre du Commerce et des Sociétés* of Nanterre, France under No. 341 369 833 RCS Nanterre France. It was first registered on 1 June 1987. Its telephone number is 33 (0)1 42 13 66 40.

The financial year of SG Option Europe runs from 1 January to 31 December. SG Option Europe's legal and commercial name is "SG Option Europe".

Pursuant to Article 2 of its articles of association, the purpose of SG Option Europe is to carry out both within and outside France, for its own account or for the account of international or national customers:

- the provision of all investment services, except portfolio management services for third parties and services related to investment services and all other activities authorised by the CECEI;
- the direct or indirect participation in any operation related to its activity by way of incorporation or take over of new companies, contribution, subscription, purchase of equity or ownership rights, merger, partnership or otherwise; and
- in accordance with the legal provisions in force, to engage in any financial or commercial operations related directly or indirectly to the activities mentioned above or any other activities likely to facilitate the realisation of the activities mentioned above.

More generally, SG Option Europe carries out its activities in compliance with its licence (*entreprise d'investissement*) (article 3 of its By-laws).

SG Option Europe owns 0.11 per cent. of the issued share capital of BATS Global Markets, 0.75 per cent. of the issued share capital of Turquoise Global Holding Limited. BATS Global Markets and Turquoise Global Holding Limited are alternative trading platforms.

2. PUBLICATIONS

SG Option Europe makes available its investors communications on www.thomsonreuters.com/products_services/financial/financial_products/corporate_services/public_relations/inpublic/ website, a professional information provider registered on a list published by the *Autorité des marchés financiers* (AMF).

Notices to Noteholders are made in accordance with the relevant Terms and Conditions of the Notes

3. ORGANISATIONAL STRUCTURE/MAJOR SHAREHOLDERS

SG Option Europe has no subsidiaries.

SG Option Europe is a 99.99 per cent. owned subsidiary of Genefinance which is a subsidiary of Société Générale and is a fully consolidated company.

SG Option Europe is a member of the Société Générale Group.

4. SHARE CAPITAL

The authorised and issued share capital of SG Option Europe is € 6,512,000 divided into 407,000 fully paid up shares with a nominal value of € 16 per share.

SG Option Europe does not hold any of its own shares.

SG Option Europe has paid the following dividends in the last five years:

	2009	**2010**	**2011**	**2012**	**2013**
	In respect of the financial year ended on 31/12/2008	In respect of the financial year ended on 31/12/2009	In respect of the financial year ended on 31/12/2010	In respect of the financial year ended on 31/12/2011	In respect of the financial year ended on 31/12/2012
Dividends (in €)	160 854 540	167 598 530	65 054 880	80 089 460	nil

5. MEETINGS OF SHAREHOLDERS

Meetings are convened and held in accordance with the legal provisions in force. They are held at the head office of SG Option Europe or at any other place specified in the convocation notice.

The right of a Shareholder to attend meetings depends both on the proof of his identity and the fulfilment of all the requirements mentioned in the convocation notice. In particular, Shareholders must justify at least five days before the date of the meeting that the shares are not available for sale.

The Board of directors can reduce this period through a general decision applying to all shareholders.

In the case of a division of Share property, only the holder of the voting right can attend or be represented at the meeting.

6. BUSINESS OVERVIEW/PRINCIPAL ACTIVITIES/PRINCIPAL MARKETS

SG Option Europe carries out trading activities for its own account on derivatives contracts on shares and indices traded on the English and French regulated markets.

In France, SG Option Europe has intervened directly since 1995 on the Liffe, Paris acting as dealer, cleared by Parel.

In Great Britain, where SG Option Europe operates on the basis of a European passport for free provision of investment services, the company has been a remote member of the London Stock Exchange since the beginning of 1998 and of Liffe since March 2000, where SG Option Europe undertakes negotiation activities solely for its own account or for the account of any other Liffe members.
In 2006, SG Option Europe extended its membership to the Liffe UK commodities segment.

If SG Option Europe has been authorised to perform investment services as an investment firm since 1st January 2001, it carries out trading activities for its own account:

- SG Option Europe has international passports in India (since 2006) and in Taiwan (since 2007). These passports are used by it to operate for its own account on these markets.

- In 2008, SG Option Europe began its trading activities on the CHI-X and TURQUOISE's trading platforms and in 2009, on the BATS's trading platform. SG Option holds 0.75% of TURQUOISE and 0.11% of BATS.

- SG Option Europe acts as market maker with respect to securities or warrants issued by Société Générale and issues notes and EMTN.

7. ADMINISTRATION AND MANAGEMENT

Pursuant to the "*Statuts*", the business affairs of SG Option Europe are administered by a Board of Directors composed of five directors (Maxime Kahn, Bruno Benoit, Thierry Weidenmann, Franck Spahr and Muriel Jaureguy) appointed by ordinary general meeting for a duration of six years.

Maxime Kahn, Bruno Benoit, Thierry Weidenmann, Franck Spahr, and Muriel Jaureguy all hold full-time management positions in the back office, front office or accounting departments, as the case may be, of Société Générale Corporate and Investment Banking.

The business address of each member of the Board of Directors is Société Générale, Tours Société Générale, 92987 Paris-La Défense Cedex.

The day-to-day activities of SG Option Europe are under the responsibility of Maxime Kahn, Chairman and Chief Executive Officer, Bruno Benoit, Chief Executive Officer and Thierry Weidenmann, Chief Executive Officer.

Following a recommendation of the Internal Audit, the Audit Committee of SG Option Europe was changed into an Internal Control Committee after decision of the Shareholders Meeting of December 7th, 2010.

There are no conflicts of interest between any duties owed to SG Option Europe by the members of the management board and the supervisory board and their private interests and/or other duties.

To the best of its knowledge and belief, SG Option Europe complies with the French corporate governance regime.

8. INDEBTEDNESS

SG Option Europe has the equivalent of EUR 62,622,326,000.00 total indebtedness (as of 31 December 2012).

9. NUMBER OF EMPLOYEES

The number of SG Option Europe's detached traders has been increased from 36 at the end of December 2011 to 27 employees at the end of December 2012.

10. FINANCIAL INFORMATION

The audited annual financial statements for the financial years ended 31 December 2011 and 31 December 2012 prepared in accordance with French GAAP of SG Option Europe and the related notes and audit reports for each such year are incorporated by reference in this Base Prospectus.

SG Option Europe publishes both non-audited interim financial statements and audited annual financial statements. SG Option Europe does not publish consolidated financial statements.

11. AUDITORS

For the financial years ended on 31 December 2011 and 31 December 2012, respectively, the accounts of SG Option Europe were audited, without qualification, in accordance with generally accepted auditing standards in France, by Ernst & Young Audit (member of the French *Compagnie nationale des commissaires aux comptes*) represented by Mr Olivier Durand, 1/2, place des Saisons, 92400 Courbevoie - Paris-La Défense 1, France and Deloitte & Associés (formerly named Deloitte Touche

Tohmatsu) (member of the French *Compagnie nationale des commissaires aux comptes*) represented by Mrs Charlotte Vandeputte, 185, avenue Charles de Gaulle, 92524 Neuilly-sur-Seine Cedex, France.

Ernst & Young Audit and Deloitte & Associés have no material interest in SG Option Europe. }

12. RECENT DEVELOPMENTS

Since 31 December 2012, SG Option Europe has increased its indebtedness by the equivalent of EUR 3,816,798,000.00 (calculated as of 13 March 2013) and its total indebtedness is equal to EUR 66,439,124,000.00.

13. BUSINESS OUTLOOK

SG Option Europe expects business for the rest of this business year to continue as it has done so far over the course of 2013.

14. SELECTED FINANCIAL INFORMATION

Figures prepared in accordance with French GAAP at 31 December 2012

(in .€ 000)	31 December 2012	31 December 2011
Operating revenues	**153 077**	**163 208**
Profit from operations	**74 129**	**80 094**
Profit from continuing operations	**116 083**	**119 803**
Basic and diluted earnings per share	**182**	**197**
Total assets	**86 092 976**	**69 757 161**
Dividends declared per share (1)	**0**	**197**

(1) Profit 2011 affectation: Distribution at the level of 80 089 K€

DESCRIPTION OF THE PREFERENCE SHARE ISSUER AND THE PREFERENCE SHARES

The following is a summary description of the Preference Share Issuer and the Preference Shares.

1. THE PREFERENCE SHARE ISSUER

Solentis Investment Solutions PCC (the **Preference Share Issuer**) is a protected cell company, incorporated with limited liability in Jersey under the Companies (Jersey) Law 1991 on 13 May 2010 with registered number 105685 and established as an unregulated exchange listed fund pursuant to the Collective Investment Funds (Unregulated Funds) (Jersey) Order 2008, notice of which has been provided to the Registrar of Companies in Jersey pursuant to that order. Its registered office is at 22 Grenville Street, St. Helier, Jersey, JE4 8PX.

The Preference Share Issuer is authorised to issue an unlimited number of no par value shares designated as ordinary shares and to create an unlimited number of protected cells.

Each protected cell will be authorised to issue ordinary shares of no par value and preference shares of no par value. The ordinary shares are held by or on behalf of The Solentis Investment Solutions Charitable Trust on trust for charitable purposes. The assets and liabilities of each cell are segregated from assets and liabilities of other cells and any non-cellular assets and liabilties of the Preference Share Issuer.

The Preference Shares of a cell may be offered and issued to investors pursuant to the terms agreed with the Preference Share Issuer. Societe Generale acts as cell sponsor in respect of each cell as well as determination agent and collateral manager in respect of the preference shares. Other service providers act as investment manager, custodian, principal paying agent, registrar and corporate administrator to the Preference Share Issuer or in respect of the preference shares as applicable.

2. DOCUMENTS FOR INSPECTION

Copies of the Preference Share Issuer's constitutional documents will be available for inspection at the registered office of the Preference Share Issuer (acting in respect of the Preference Share Issuer and each relevant cell (as applicable)), in each case during normal business hours on any weekday (Saturdays, Sundays and public holidays excepted) for 14 days following the date of each supplemental memorandum. The private placement memorandum and any applicable class specific supplemental memorandum can be obtained by any interested investors from Societe Generale.

3. DOCUMENTS ON DISPLAY

Copies of the Memorandum and Articles of Association (and, after publication thereof, the annual accounts) may be obtained from the corporate administrator at its registered office (the address for which can be obtained from Societe Generale) on request subject to payment of a reasonable sum.

4. THE PREFERENCE SHARES

The Preference Share Issuer is authorised to issue an unlimited number of redeemable preference shares (the **Preference Shares**) of no par value, designated as ordinary shares and create unlimited number of protected cells, issued in the form of a single Series of Preference Shares. Each Series of Preference Shares may comprise one or more classes of Preferences Shares as specified in the relevant supplemental memorandum. Each class of Preference Shares may have different features.

The Preference Share Issuer may issue redeemable preference shares linked to a specified index or basket of indices, share or basket of shares, currency or basket of currencies, debt instrument or basket of debt instruments, commodity or basket of commodities, fund unit or share or basket of fund units or

shares (each a **Preference Share Underlying**) and on such terms as may be determined by the Preference Share Issuer and specified in the applicable terms and conditions of the relevant series of preference shares (the **Preference Share Terms**). The Preference Share Terms, and any non-contractual obligations arising out of or in connection with the Preference Share Terms and any non-contractual obligations arising out of or in connection with them, are governed by and construed in accordance with Jersey law.

The Preference Share Terms provide that the Preference Shares will be redeemable on their final redemption date (or otherwise in accordance with the Preference Share Terms). On redemption, the Preference Shares will carry preferred rights to receive an amount calculated by reference to the performance of the Preference Share Underlying.

The Preference Share Terms also provide that the Preference Share Issuer may redeem the Preference Shares early if:

(a) the calculation agent in respect of the Preference Shares determines that for reasons beyond the Preference Share Issuer's control, the performance of the Preference Share Issuer's obligations under the Preference Shares has become illegal or impractical in whole or in part for any reason; or

(b) any event occurs in respect of which the provisions of the Preference Share Terms relating to any adjustment, delay, modification, cancellation or determination in relation to the Preference Share Underlying, the valuation procedure for the Preference Share Underlying or the Preference Shares provide that the Preference Shares may be redeemed; or

(c) a change in applicable law or regulation occurs that in the determination of the Preference Share Calculation Agent results, or will result, by reason of the Preference Shares being outstanding, in the Preference Share Issuer being required to be regulated by any additional regulatory authority, or being subject to any additional legal requirement or regulation or tax considered by the Preference Share Issuer to be onerous to it; or

(d) the Preference Share Issuer is notified that the Preference Share Linked Notes have become subject to early redemption.

The value of the Preference Shares will be published on each Business Day with respect to any city or place, a day on which commercial banks and foreign exchange markets settle payments and are open for business (including dealings in foreign exchange and foreign currency deposits) in such city or place or as defined in the relevant supplemental memorandum for each Series of Preference Shares.

5. THE PREFERENCE SHARE UNDERLYING

The performance of the Preference Shares depends on the performance of the Preference Share Underlying to which the relevant Preference Shares are linked.

Investors should review the Preference Share Terms and the Preference Share Issuer's private placement memorandum, relevant supplemental memorandum and other constitutional documents and consult with their own professional advisers if they consider it necessary.

BOOK ENTRY CLEARANCE SYSTEMS

*The information set out below is subject to any change in or reinterpretation of the rules, regulations and procedures of DTC, Euroclear, Clearstream, Luxembourg, EUI or SIX SIS Ltd (together, for the purposes of this section, the **Clearing Systems**) currently in effect. The information in this section concerning the Clearing Systems has been obtained from sources that the Issuer and the Guarantor believe to be reliable, but none of the Issuer, the Guarantor nor any Dealer takes any responsibility for the accuracy thereof. Investors wishing to use the facilities of any of the Clearing Systems are advised to confirm the continued applicability of the rules, regulations and procedures of the relevant Clearing System. None of the Issuer, the Guarantor nor any other party to the Agency Agreement will have any responsibility or liability for any aspect of the records relating to, or payments made on account of, beneficial ownership interests in the Notes held through the facilities of any Clearing System or for maintaining, supervising or reviewing any records relating to such beneficial ownership interests.*

1. BOOK ENTRY SYSTEMS

1.1 DTC

DTC has advised the Issuer that it is a limited purpose trust company organised under the New York Banking Law, a "banking organisation" within the meaning of the New York Banking Law, a member of the Federal Reserve System, a "clearing corporation" within the meaning of the New York Uniform Commercial Code and a "clearing agency" registered pursuant to Section 17A of the Exchange Act. DTC holds securities that its participants (**Participants**) deposit with DTC. DTC also facilitates the settlement among Participants of securities transactions, such as transfers and pledges, in deposited securities through electronic computerised book-entry changes in Participants' accounts, thereby eliminating the need for physical movement of securities certificates. Direct Participants include securities brokers and dealers, banks, trust companies, clearing corporations and certain other organisations (**Direct Participants**). DTC is a wholly owned subsidiary of The Depositary Trust & Clearing Corporation (**DTCC**). DTCC is the holding company for DTC, National Securities Clearing Corporation and Fixed Income Clearing Corporation, all of which are registered clearing agencies. DTCC is owned by the users of its regulated subsidiaries. Access to the DTC System is also available to others such as securities brokers and dealers, banks and trust companies, and clearing corporations that clear through or maintain a custodial relationship with a Direct Participant, either directly or indirectly (**Indirect Participants**).

Under the rules, regulations and procedures creating and affecting DTC and its operations (the **Rules**), DTC makes book-entry transfers of Registered Notes among Direct Participants on whose behalf it acts with respect to Notes accepted into DTC's book-entry settlement system (**DTC Notes**) as described below and receives and transmits distributions of principal and interest on DTC Notes. The Rules are on file with the Securities and Exchange Commission. Direct Participants and Indirect Participants with which beneficial owners of DTC Notes (**Owners**) have accounts with respect to the DTC Notes similarly are required to make book-entry transfers and receive and transmit such payments on behalf of their respective Owners. Accordingly, although Owners who hold DTC Notes through Direct Participants or Indirect Participants will not possess Registered Notes, the Rules, by virtue of the requirements described above, provide a mechanism by which Direct Participants will receive payments and will be able to transfer their interest in respect of the DTC Notes.

Purchases of DTC Notes under the DTC system must be made by or through Direct Participants, which will receive a credit for the DTC Notes on DTC's records. The ownership interest of each actual purchaser of each DTC Note (**Beneficial Owner**) is in turn to be recorded on the Direct and Indirect Participant's records. Beneficial Owners will not receive written confirmation from DTC of their purchase, but Beneficial Owners are expected to receive written confirmations providing details of the transaction, as well as periodic statements of their holdings, from the Direct Participant or the Indirect Participant through which the Beneficial Owner entered into the transaction. Transfers of ownership interests in the

DTC Notes are to be accomplished by entries made on the books of Participants acting on behalf of Beneficial Owners. Beneficial Owners will not receive certificates representing their ownership interests in DTC Notes, except in the event that use of the book entry system for the DTC Notes is discontinued.

To facilitate subsequent transfers, all DTC Notes deposited by Participants with DTC are registered in the name of DTC's partnership nominee, Cede & Co. The deposit of DTC Notes with DTC and their registration in the name of Cede & Co. effect no change in beneficial ownership. DTC has no knowledge of the actual Beneficial Owners of the DTC Notes; DTC's records reflect only the identity of the Direct Participants to whose accounts such DTC Notes are credited, which may or may not be the Beneficial Owners. The Participants will remain responsible for keeping account of their holdings on behalf of their customers.

Conveyance of notices and other communications by DTC to Direct Participants, by Direct Participants to Indirect Participants, and by Direct Participants and Indirect Participants to Beneficial Owners will be governed by arrangements among them, subject to any statutory or regulatory requirements as may be in effect from time to time.

Redemption notices shall be sent to Cede & Co. If less than all of the DTC Notes within an issue are being redeemed, DTC's practice is to determine by lot the amount of the interest of each Direct Participant in such issue to be redeemed.

Neither DTC nor Cede & Co. will consent or vote with respect to DTC Notes. Under its usual procedures, DTC mails an Omnibus Proxy to the Issuer as soon as possible after the record date. The Omnibus Proxy assigns Cede & Co.'s consenting or voting rights to those Direct Participants to whose accounts the DTC Notes are credited on the record date (identified in a listing attached to the Omnibus Proxy).

Principal and interest payments on the DTC Notes will be made to Cede & Co., or such other nominee as may be requested by an authorised representative of DTC. DTC's practice is to credit Direct Participants' accounts upon DTC's receipt of funds and corresponding detail information from the Issuer or the Agent, on payable date in accordance with their respective holdings shown on DTC's records unless DTC has reason to believe that it will not receive payment on the due date. Payments by Participants to Beneficial Owners will be governed by standing instructions and customary practices, as is the case with securities held for the accounts of customers in bearer form or registered in "street name", and will be the responsibility of such Participant and not of DTC, the Agent or the Issuer, subject to any statutory or regulatory requirements as may be in effect from time to time. Payment of principal and interest to DTC is the responsibility of the Issuer, disbursement of such payments to Direct Participants is the responsibility of DTC, and disbursement of such payments to the Beneficial Owners is the responsibility of Direct and Indirect Participants.

Under certain circumstances set out in the Global Notes, DTC will exchange the DTC Notes for Definitive Registered Notes, which it will distribute to its Participants in accordance with their proportionate entitlements and which, if representing interests in a Rule 144A Global Note, will be legended as set forth in the section headed "*Subscription, Sale and Transfer Restrictions*".

Since DTC may only act on behalf of Direct Participants, who in turn act on behalf of Indirect Participants, any Owner desiring to pledge DTC Notes to persons or entities that do not participate in DTC, or otherwise take actions with respect to such DTC Notes, will be required to withdraw its Registered Notes from DTC as described below.

1.2 Euroclear and Clearstream, Luxembourg

Euroclear and Clearstream, Luxembourg each hold securities for their customers and facilitate the clearance and settlement of securities transactions by electronic book-entry transfer between their respective account holders. Euroclear and Clearstream, Luxembourg provide various services including

safekeeping, administration, clearance and settlement of internationally traded securities and securities lending and borrowing. Euroclear and Clearstream, Luxembourg also deal with domestic securities markets in several countries through established depositary and custodial relationships. Euroclear and Clearstream, Luxembourg have established an electronic bridge between their two systems across which their respective participants may settle trades with each other.

Euroclear and Clearstream, Luxembourg customers are world-wide financial institutions, including underwriters, securities brokers and dealers, banks, trust companies and clearing corporations. Indirect access to Euroclear and Clearstream, Luxembourg is available to other institutions that clear through or maintain a custodial relationship with an account holder of either system.

1.3 SIX SIS Ltd

SIX SIS Ltd has been part of SIX Group since January 2008. SIX Group was formed at the beginning of 2008 through the merger of SWX Group, SIS Group and Telekurs Group.

As both a central securities depository and an international central securities depository SIX SIS Ltd offers banks and other financial market participants the safe custody of securities, a full range of custody services and the settlement of securities transactions. SIX SIS Ltd settles securities transactions worldwide, including transactions in uncertificated securities.

In the Swiss market, SIX SIS Ltd is part of the so-called Swiss value chain. The links to the SIX Swiss Exchange Ltd and the payment systems SIC/euroSIC, ensure fully automated settlement in central bank money.

2. BOOK-ENTRY OWNERSHIP OF AND PAYMENTS IN RESPECT OF DTC NOTES

The Issuer may apply to DTC in order to have any Tranche of Notes represented by a Registered Global Note accepted in its book-entry settlement system. Upon the issue of any such Registered Global Note, DTC or its custodian will credit, on its internal book entry system, the respective nominal amounts of the individual beneficial interests represented by such Registered Global Note to the accounts of persons who have accounts with DTC. Such accounts initially will be designated by or on behalf of the relevant Dealer. Ownership of beneficial interests in such a Registered Global Note will be limited to Direct Participants or Indirect Participants, including, in the case of any Regulation S Global Note, the respective depositaries of Euroclear and Clearstream, Luxembourg. Ownership of beneficial interests in a Registered Global Note accepted by DTC will be shown on, and the transfer of such ownership will be effected only through, records maintained by DTC or its nominee (with respect to the interests of Direct Participants) and the records of Direct Participants (with respect to interests of Indirect Participants).

Payments in U.S. dollars of principal and interest in respect of a Registered Global Note accepted by DTC will be made to the order of DTC or its nominee as the registered holder of such Note. In the case of any payment in a currency other than U.S. dollars, payment will be made to the Exchange Agent on behalf of DTC or its nominee and the Exchange Agent will (in accordance with instructions received by it) remit all or a portion of such payment for credit directly to the beneficial holders of interests in the Registered Global Note in the currency in which such payment was made and/or cause all or a portion of such payment to be converted into U.S. dollars and credited to the applicable Participants' account.

The Issuer expects DTC to credit accounts of Direct Participants on the applicable payment date in accordance with their respective holdings as shown in the records of DTC unless DTC has reason to believe that it will not receive payment on such payment date. The Issuer also expects that payments by Participants to beneficial owners of Notes will be governed by standing instructions and customary practices, as is the case with securities held for the accounts of customers, and will be the responsibility of such Participant and not the responsibility of DTC, the Fiscal Agent, the Registrar or the Issuer. Payment of principal, premium, if any, and interest, if any, on Notes to DTC is the responsibility of the Issuer.

3. TRANSFERS OF NOTES REPRESENTED BY REGISTERED GLOBAL NOTES

Transfers of any interests in Notes represented by a Registered Global Note within DTC, Euroclear and Clearstream, Luxembourg will be effected in accordance with the customary rules and operating procedures of the relevant clearing system. The laws in some States within the United States require that certain persons take physical delivery of securities in definitive form. Consequently, the ability to transfer Notes represented by a Registered Global Note to such persons may depend upon the ability to exchange such Notes for Notes in definitive form. Similarly, because DTC can only act on behalf of Direct Participants in the DTC system who in turn act on behalf of Indirect Participants, the ability of a person having an interest in Notes represented by a Registered Global Note accepted by DTC to pledge such Notes to persons or entities that do not participate in the DTC system or otherwise to take action in respect of such Notes may depend upon the ability to exchange such Notes for Notes in definitive form. The ability of any holder of Notes represented by a Registered Global Note accepted by DTC to resell, pledge or otherwise transfer such Notes may be impaired if the proposed transferee of such Notes is not eligible to hold such Notes through a Direct Participant or Indirect Participant in the DTC system.

Subject to compliance with the transfer restrictions applicable to the Registered Notes described in the section headed "*Subscription, Sale and Transfer Restrictions* ", cross-market transfers between DTC, on the one hand, and directly or indirectly through Clearstream, Luxembourg or Euroclear accountholders, on the other, will be effected by the relevant clearing system in accordance with its rules and through action taken by the Registrar, the Fiscal Agent and any custodian (**Custodian**) with whom the relevant Registered Global Notes have been deposited.

On or after the Issue Date for any Series, transfers of Notes of such Series between accountholders in Clearstream, Luxembourg and Euroclear and transfers of Notes of such Series between participants in DTC will generally have a settlement date three business days after the trade date (T+3). The customary arrangements for delivery versus payment will apply to such transfers.

Cross-market transfers between accountholders in Clearstream, Luxembourg or Euroclear and DTC participants will need to have an agreed settlement date between the parties to such transfer. Because there is no direct link between DTC, on the one hand, and Clearstream, Luxembourg and Euroclear, on the other, transfers of interests in the relevant Registered Global Notes will be effected through the Registrar, the Fiscal Agent and the Custodian receiving instructions (and, where appropriate, certification) from the transferor and arranging for delivery of the interests being transferred to the credit of the designated account for the transferee. In the case of cross-market transfers, settlement between Euroclear or Clearstream, Luxembourg accountholders and DTC participants cannot be made on a delivery versus payment basis. The securities will be delivered on a free delivery basis and arrangements for payment must be made separately.

DTC, Clearstream, Luxembourg and Euroclear have each published rules and operating procedures designed to facilitate transfers of beneficial interests in Registered Global Notes among participants and accountholders of DTC, Clearstream, Luxembourg and Euroclear. However, they are under no obligation to perform or continue to perform such procedures, and such procedures may be discontinued or changed at any time. None of the Issuer, the Guarantor, the Agents or any Dealer will be responsible for any performance by DTC, Clearstream, Luxembourg or Euroclear or their respective direct or indirect participants or accountholders of their respective obligations under the rules and procedures governing their operations and none of them will have any liability for any aspect of the records relating to or payments made on account of beneficial interests in the Notes represented by Registered Global Notes or for maintaining, supervising or reviewing any records relating to such beneficial interests.

4. CREST AND CREST DEPOSITORY INTERESTS

4.1 EUI or CREST

EUI Notes will be held in registered uncertificated form in accordance with the Uncertificated Securities Regulations 2001, including any modification or re-enactment thereof for the time being in force (the **Regulations**) and as such are dematerialised and not constituted by any physical document of title. The EUI Notes are participating securities for the purposes of the Regulations. Other than in the case of Uncertificated SIS Notes, title to the EUI Notes is recorded on the relevant Operator register of corporate securities. The EUI Agent on behalf of the Issuer shall, in relation to the EUI Notes, maintain a record of uncertificated corporate securities in accordance with the records of Euroclear UK & Ireland Limited (**EUI** or **CREST**) (formerly known as CRESTCo Limited) (the **Record**) and shall procure that the Record is regularly updated to reflect the Operator register of corporate securities in accordance with the rules and practices from time to time of the Operator. Subject to this requirement, (i) each person who is for the time being shown in the Record as the holder of a particular number of EUI Notes shall be treated by the Issuer and the EUI Agent as the holder of such number of EUI Notes for all purposes (and the expression **EUI Holder** and related expressions shall be construed accordingly), and (ii) neither the Issuer, the Guarantor nor the EUI Agent shall be liable in respect of any act or thing done or omitted to be done by it or on its behalf in reliance upon the assumption that the particulars entered in the Record which the EUI Agent maintains are in accordance with particulars entered in the Operator register of corporate securities relating to the EUI Notes.

4.2 CREST Depository Interests

Following their delivery into Euroclear and Clearstream, Luxembourg, interests in Notes may be delivered, held and settled in CREST by means of the creation of dematerialised depositary interests representing the interests in the relevant Notes.

Pursuant to the CREST Reference Manual Notes held in global form by the Common Depositary may be settled through the CREST system, and the CREST Depository will issue CREST Depository Interests (**CDIs**). The CDIs will be independent securities, constituted under English law which may be held and transferred through the CREST system.

The CDIs will be created pursuant to and issued on the terms of a deed poll executed by the CREST Depository in favour of the holders of the CDIs from time to time (the **CREST Deed Poll**). Prospective holders of CDIs should note that they will have no rights against CRESTCo or its subsidiaries in respect of the underlying Notes, interests therein, or the CDIs representing them.

Interests in the underlying Notes will be credited to the CREST nominee's account with Euroclear and the CREST nominee will hold such interests as nominee for the CREST Depository which will issue CDIs to the relevant CREST participants.

Each CDI will be treated as one underlying Note, for the purposes of determining all rights and obligations and all amounts payable in respect thereof. The CREST Depository will pass on to holders of CDIs any interest or other amounts received by it as holder of the underlying Notes on trust for such CDI holder. CDI holders will also be able to receive from the CREST Depository notices of meetings of holders of underlying Notes and other relevant notices issued by the Issuer.

Transfers of interests in underlying Notes by a CREST participant to a participant of Euroclear or Clearstream, Luxembourg will be effected by cancellation of the CDIs and transfer of an interest in such underlying Notes to the account of the relevant participant with Euroclear or Clearstream, Luxembourg.

The CDIs will have the same international security identification number (ISIN) as the underlying Notes and will not require a separate listing on the Official List.

Prospective subscribers for Notes represented by CDIs are referred to Chapter 3 of the CREST Reference Manual which contains the form of the CREST Deed Poll to be entered into by the CREST Depository.

The rights of the holders of CDIs will be governed by the arrangements between CREST, Euroclear, Clearstream, Luxembourg and the Issuer including the CREST Deed Poll (in the form contained in Chapter 3 of the CREST International Reference Manual (which forms part of the CREST Reference Manual)) executed by the CREST Depository. These rights may be different from those of holders of Notes which are not represented by CDIs.

TAXATION

THE FOLLOWING SECTION PROVIDES INFORMATION, AS OF THE DATE OF THIS PROGRAMME, ON TAXES ON THE INCOME FROM THE NOTES WITHHELD AT SOURCE IN RESPECT OF (I) THE COUNTRY OF THE REGISTERED OFFICE OF EACH ISSUER AND (II) THE COUNTRIES WHERE OFFERS OF NOTES MAY BE MADE OR ADMISSION TO TRADING MAY BE SOUGHT. SUCH INFORMATION IS NOT INTENDED TO PROVIDE AN EXHAUSTIVE DESCRIPTION OF THE POTENTIAL TAX ISSUES ASSOCIATED WITH THE NOTES. ACCORDINGLY, ANY INVESTOR CONSIDERING AN INVESTMENT IN THE NOTES SHOULD OBTAIN INDEPENDENT TAX ADVICE ON THE TAXATION IMPLICATIONS FOR IT, IN EACH RELEVANT JURISDICTION, OF PURCHASING, OWNING OR DISPOSING OF ANY NOTE.

1. EUROPEAN UNION

On 3 June 2003, the European Council of Economic and Finance Ministers adopted the Directive 2003/48/EC regarding the taxation of savings income (the **Savings Directive**). Pursuant to the Savings Directive and subject to a number of conditions being met, Member State are required, since 1 July 2005, to provide to the tax authorities of another Member State, *inter alia*, details of payments of interest within the meaning of the Savings Directive (interest, products, premiums or other debt income) made by a paying agent located within their jurisdiction to, or for the benefit of, an individual resident in that other Member State (or certain limited types of entities established in that other Member State) (the **Disclosure of Information Method**). For these purposes, the term "paying agent" is widely defined and includes in particular any economic operator who is responsible for making interest payments, within the meaning of the Savings Directive, for the immediate benefit of individuals (or certain entities).

However, throughout a transitional period, certain Member States (the Grand Duchy of Luxembourg and Austria), instead of using the Disclosure of Information Method used by other Member States, withhold an amount on interests payments. The rate of such withholding tax equals 35 per cent. thereafter. Such transitional period will expire at the end of the first full fiscal year following the later of (i) the date of entry into force of an agreement between the European Community, following a unanimous decision of the European Council, and the last of several jurisdictions (Switzerland, Liechtenstein, San Marino, Monaco and Andorra), providing for the exchange of information upon request as defined in the OECD Model Agreement on Exchange of Information on Tax Matters released on 18 April 2002 (the **OECD Model Agreement**) with respect to interest payments within the meaning of the Savings Directive, in addition to the simultaneous application by those same jurisdictions of a withholding tax on such payments at the rates defined for the corresponding periods and (ii) the date on which the European Council unanimously agrees that the United States of America is committed to exchange of information upon request as defined in the OECD Model Agreement with respect to interest payments within the meaning of the Savings Directive. A number of non-EU countries and dependent or associated territories have agreed to adopt similar measures (transitional withholding or exchange of information) with effect since 1 July 2005. The Luxembourg Government has announced its intention to end the transitional period foreseen in the Savings Directive and to introduce automatic exchange of information on 1 January 2015.

The European Commission has proposed certain amendments to the Savings Directive, which may, if implemented, amend or broaden the scope of the requirements described above.

2. JURISDICTIONS OF THE ISSUERS AND THE GUARANTOR

2.1 France

2.1.1 Payments made by Société Générale or SG Option Europe as Issuers

2.1.1.1 *Notes issued by Société Générale or SG Option Europe which are not consolidated (*assimilables *for the purposes of French law) and do not form a single series with Notes issued before 1 March 2010.*

Following the introduction of the French *loi de finances rectificative pour 2009 n°3* (n° 2009-1674 dated 30 December 2009) (the **Law**), payments of interest and other revenues made by Société Générale or SG Option Europe with respect to Notes (other than Notes (as described below) which are consolidated (*assimilables* for the purpose of French law) and form a single series with Notes issued prior to 1 March 2010 having the benefit of article 131 *quater* of the *Code général des impôts*) will not be subject to the withholding tax set out under article 125 A III of the *Code général des impôts* 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 *Code général des impôts* (a **Non-Cooperative State**). If such payments under the Notes are made in a Non-Cooperative State, a 75 per cent. withholding tax will be applicable (subject to certain exceptions) by virtue of article 125 A III of the *Code général des impôts*.

Furthermore, according to article 238 A of the *Code général des impôts*, interest and other revenues on such Notes will no longer be deductible from the Issuer's taxable income, as from the fiscal years starting on or after 1 January 2011, if they are paid or accrued to persons domiciled or established in a Non-Cooperative State or paid in such a Non-Cooperative State (the **Deductibility Exclusion**). Under certain conditions, any such non-deductible interest and other revenues may be recharacterised as constructive dividends pursuant to article 109 of the *Code général des impôts*, 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 *Code général des impôts*, at a rate of 30 per cent. or 75 per cent., subject to the more favourable provisions of an applicable double tax treaty, if any.

Notwithstanding the foregoing, the Law provides that neither the 75 per cent. withholding tax set out under article 125 A III of the *Code général des impôts* nor the Deductibility Exclusion will apply in respect of a particular issue of Notes if the relevant Issuer can prove that the principal purpose and effect of such issue of Notes was not that of allowing the payments of interest or other revenues to be made in a Non-Cooperative State (the **Exception**). Pursuant to the *Bulletin official des Finances Publiques – Impôts BOI-INT-DG-20-50-20120912* of the French tax authorities, an issue of Notes will benefit from the Exception without the Issuer having to provide any proof of the purpose and effect of such issue of Notes, if such Notes are:

(i) offered by means of a public offer within the meaning of article L.411.1 of the *Code monétaire et financier* 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 clearing operations of a central depositary or of a securities clearing and delivery and payments systems operator within the meaning of article L.561-2 of the *Code monétaire et financier*, or of one or more similar foreign depositaries or operators provided that such depositary or operator is not located in a Non-Cooperative State.

2.1.1.2 *Notes issued by Société Générale or SG Option Europe which are consolidated (*assimilables *for the purposes of French law) and form a single series with Notes issued before 1 March 2010*

Payments of interest and other revenues with respect to Notes which are consolidated (*assimilables* for the purpose of French law) and form a single series with Notes issued before 1 March 2010 with the benefit of article 131 *quater* of the *Code général des impôts* will be exempt from the withholding tax set out under article 125 A III of the *Code général des impôts,* even if payments are made outside France in a non-cooperative State or Territory.

Notes issued before 1 March 2010, whether denominated in Euro or in any other currency, and constituting *obligations* under French law, or *titres de créances négociables* within the meaning of the *Bulletin official des Finances Publiques – Impôts BOI-INT-DG-20-50-20120912* of the French tax authorities, respectively, or other debt securities issued under French or foreign law and considered by the French tax authorities as falling into similar categories, are deemed to be issued outside the Republic of France for the purpose of article 131 *quater* of the *Code général des impôts*.

In addition, interest and other revenues paid by the relevant Issuer on Notes issued from 1 March 2010 and which are to be consolidated (*assimilables* for the purpose of French law) and form a single series with Notes issued before 1 March 2010 will not be subject to the Deductibility Exclusion, and hence will not be subject to the withholding tax set out in article 119 *bis 2* of the *Code général des impôts* solely on account of their being paid in a Non-Cooperative State or accrued or paid to persons established or domiciled in a Non-Cooperative State.

2.1.2 Payments made by the Guarantor

There is no direct authority under French law on the withholding tax status of payments by the Guarantor under the Guarantee. Hence, the statements below are based on the interpretation of general French tax principles and any future legislative, judicial or administrative development may affect, potentially with retroactive effect, such statements.

2.1.2.1 *Payments in respect of Notes issued by SG Issuer and SGA Société Générale Acceptance N.V.:*

Under one interpretation of French tax law, payments made by the Guarantor of any amount due by the Issuer to a Noteholder which is a non-French tax resident and which is not acting through a French establishment or branch may be treated as a payment in lieu of payments to be made by the Issuer with respect to the Notes. Accordingly, under this interpretation, payments made by the Guarantor of any amounts due by the Issuer under the Notes should be exempt from the withholding tax set out under article 125 A III of the *Code général des impôts*, to the extent that interest payments made or to be made by the Issuer would be exempt from withholding tax by reason of the Issuer not being resident of, or otherwise established in, France.

Under another interpretation, any such payment may be treated as a payment independent from the payments to be made by the Issuer with respect to the Notes. In the absence of any specific provision in article 125 A III of the *Code général des impôts*, such payments should be exempt from the withholding tax set out under article 125 A III of the *Code général des impôts*.

In the improbable case that none of the two above interpretations would prevail and if the payments by the Guarantor under the Guarantee would qualify as interest payments paid by a French debtor within the meaning of article 125 A III of the *Code général des impôts*, such payments would be exempt from any taxes, duties or other charges of whatever nature by way of deduction or withholding by the Republic of France or any political subdivision or authority thereof or therein having power to tax, 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 *Code général des impôts* (see below "Payments made by Société Générale or SG Option Europe as Issuers").

2.1.2.2 *Payments in respect of Notes issued by SG Option Europe:*

In accordance with a first interpretation of French tax law, payments made by the Guarantor of any amount due by SG Option Europe to a Noteholder which is a non-French tax resident and which is not acting through a French establishment or branch may be treated as a payment in lieu of payments to be made by SG Option Europe with respect to the Notes. Accordingly, under this interpretation, payments made by the Guarantor of any amounts due by SG Option Europe under the Notes should be exempt from the withholding tax set out under article 125 A III of the *Code général des impôts*, to the extent that such payments are not made outside France in a Non-Cooperative State.

In accordance with the second interpretation, any payment made by the Guarantor in respect of the Notes issued by SG Option Europe may be treated as a payment independent from the payments to be made by this Issuer with respect to the Notes. In the absence of any specific provision in the article 125 A III of the *Code général des impôts*, such payments should be exempt from the withholding tax set out under article 125 A III of the *Code général des impôts*.

In the improbable case that none of the two above interpretations would prevail and if the payments by the Guarantor under the Guarantee would qualify as interest payments paid by a French debtor within the meaning of article 125 A III of the *Code général des impôts*, such payments would be exempt from any taxes, duties or other charges of whatever nature by way of deduction or withholding by the Republic of France or any political subdivision or authority thereof or therein having power to tax, 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 *Code général des impost* (see below "Payments made by Société Générale or SG Option Europe as Issuers").

2.1.3 Savings Directive

The Savings Directive was implemented into French law under article 242 *ter* of the *Code général des impôts* which imposes 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, the total amount of interest paid to that beneficial owner and the total amount of the proceeds from sale, redemption or refund of debt claims of every kind realised by the beneficial owner during the calendar year.

2.1.4 Other taxes

The *Loi de Finance Rectificative* (Law rectifying the Finance Act) for 2012 dated 14 March 2012 established the financial transactions tax (**FTT**), which is set out in Article 235 *ter* ZD of the French Tax Code. The Notes are in principle exempt from the FTT. However, for Equity Linked Notes with redemption by physical delivery of the Deliverable Assets, if such Notes create an obligation of the physical delivery of underlying shares (i.e except for shares newly issued and provided that the issuers of such shares are within the scope of the FTT), this delivery would constitute an acquisition within the scope of the FTT. The rate of the FTT is 0.2%. The FTT applies to all operations within its scope as of 1 August 2012. The entities liable for FTT are investment services providers, whether they are French or foreign. The issuers falling in the scope of the FTT are French companies listed on French or foreign regulated market whose market capitalisation exceeds one billion euros on 1 January 2012 or 1 December of the year preceding the current year as of 1 January 2013.

2.1.3 Tax regime applicable to French tax residents

2.1.3.1 *Individuals holding the Notes as private assets*

Income

Under the laws, regulations and administrative guidelines now in force in France in 2013, the income derived from Notes (interest and redemption premium, as set out in article 238 septies A of the French *Code général des impôts* held as private assets) by individuals domiciled in France for tax purposes becomes aligned with the tax treatment of professional income; and is subject to French personal income tax at progressive rates.

Upon receipt, these types of income are subject to a compulsory withholding tax at a flat rate of 24% (as a type of installment payment against the final tax) and to the payment of social security contributions at a global rate of 15,5%.

In the year following the receipt of income, income is subject to tax at progressive rates (after deducting the compulsory withholding tax already paid). However, for taxpayers who earn less than Euro 2,000 of interest per year, the election for a final withholding tax (i.e., 24%) remains available.

Taxpayers with taxable income below certain limits (€25 000 for single taxpayers or €50 000 for couples) will be able to ask not to be subject to the compulsory withholding.

Whatever the taxpayer decides, interest and bond redemption premiums are subject to the following social security contributions at a global rate of 15.5%:

Capital gains

Under the new legislation applicable in 2013, capital gains made by individuals domiciled in France for tax purposes on the sale of Notes are taxable at progressive rates as professional incomes (Article 150-0A *et seq.* and 200 A 2 of the *Code général des impôts*) to which is added the following social security contributions (at a global rate of 15.5%).

Capital losses

Capital losses on sales are only deductible from capital gains of the same kind realised during the year of sale or the next ten years.

2.1.3.2 *Legal entities subject to corporate income tax*

Income

Interest on Notes held by legal entities liable to corporation tax is included in taxable income for the year.

The bond redemption premium is the difference between amounts or securities to be received and those paid out when the Notes are acquired. The bond redemption is taxable at the time of redemption. However, if the premium exceeds 10% of the cost of acquiring the Notes and the average issue price of the Notes does not exceed 90% of the redemption value, the bond redemption premium will be spread out over the life of the Notes under the following conditions.

The fraction of premium and interest to be applied to taxable income up to the date of redemption of a Note is determined by applying to the acquisition cost (increased if necessary by the fraction of the capitalised premium and interest on the anniversary of the borrowing thus allowing the progressive taxation of annuities), the actuarial rate of interest determined at the acquisition date (certain specific rules may apply to debt claims which are indexed or where the repayment value is viewed as contingent).

Interest and redemption premiums are taxable at a rate of 33.33% (or at a reduced rate of 15% under certain conditions and within certain limits for companies specified in Article 219 I b) of the *Code Général des Impôts*) to which is added a social security contribution at 3.3% calculated on the amount of corporate tax, with an allowance of Euro 763,000 for each 12-month period. Besides, an additional contribution of 5% will apply for fiscal years ending until 30 December 2015 to companies with turnover exceeding €250 millions.

Capital gains

Under current legislation, capital gains (exclusive of accrued interest made) realised when Notes are sold by legal entities domiciled in France for tax purposes are taken into account in order to determine a legal entity's taxable income under the general regime.

Under the general regime, capital losses are deductible from taxable income.

2.1.3.3 *Legal entities carrying out commercial activity subject to income tax*

Income

The rules for the affectation and taxation of interest and redemption premiums are identical to those described above concerning legal entities liable to corporation tax.

Capital gains

If the Notes have been held for more than two years, the capital gain on a sale is defined as a long-term capital gain on a sale subject to tax at a rate of 16% to which is added social security contributions (which translates as a global rate of 29.5%).

If they have not been held for more than two years, the short-term capital gain will be taken into account in determining the taxable net income under the general regime.

Net long-term capital losses can be affected to the losses for the (tax) year and/or offset against long-term capital gains realised within the course of either the (tax) year or next 10 (tax) years.

2.2 Curaçao

SGA Société Générale Acceptance N.V. has been advised that, under present Curaçao law, payments in respect of the Notes held by persons not resident in, or engaged in trade or business through a permanent establishment in, Curaçao and gains realised on the sale or redemption thereof by such persons will not be subject to Curaçao taxes and that no inheritance tax arises in Curaçao on the death of a Noteholder not domiciled in Curaçao at the time of death.

As far as the Noteholders are EU residents, no withholding tax is due on interest payments (as defined in the Curaçao Savings Tax Act) as long as these Noteholders will agree to exchange of information if this obligation from the Curaçao Savings Tax Act is applicable.

As far as SGA Société Générale Acceptance N.V. is granted an exemption on the basis of the Regulation Foreign Exchange Transaction (*Regeling Deviezenverkeer Curaçao en Sint Maarten*), no bank license fee of 1% will be due on payments from SGA Société Générale Acceptance N.V.

Curaçao has concluded Tax Information Exchange Agreements with several countries.

2.3 Luxembourg

The following description is of a general nature only and is based on the laws presently in force in Luxembourg, though it is not intended to be, nor should it be construed to be, legal or tax advice. Prospective investors in the Notes should therefore consult their own professional advisers as to the effects of state, local or foreign laws, including Luxembourg tax law, to which they may be subject.

2.3.1 Withholding Tax

2.3.1.1 *Non-resident holders of Notes*

Under Luxembourg general tax laws currently in force and subject to the laws of 21 June 2005 (the **Laws**) mentioned below, there is no withholding tax on payments of principal, premium or interest made to non-resident holders of Notes other than profit participating Notes, nor on accrued but unpaid interest in respect of the Notes, nor is any Luxembourg withholding tax payable upon redemption or repurchase of the Notes held by non-resident holders of the Notes.

Under the Laws implementing the European Council Directive 2003/48/EC on taxation of savings income in the form of interest payments and ratifying the treaties entered into by Luxembourg and certain dependent and associated territories of EU Member States (the **Territories**), payments of interest or similar income made or ascribed by a paying agent established in Luxembourg to or for the immediate benefit of an individual beneficial owner or a residual entity, as defined by the Laws, which

are resident of, or established in, an EU Member State (other than Luxembourg) or one of the Territories will be subject to a withholding tax unless the relevant recipient has adequately instructed the relevant paying agent to provide details of the relevant payments of interest or similar income to the fiscal authorities of his/her/its country of residence or establishment, or, in the case of an individual beneficial owner, has provided a tax certificate issued by the fiscal authorities of his/her country of residence in the required format to the relevant paying agent. Where withholding tax is applied, it is currently levied at a rate of 35 per cent. Responsibility for the withholding of the tax will be assumed by the Luxembourg paying agent. Payments of interest under the Notes coming within the scope of the Laws will at present be subject to withholding tax of 35 per cent.

2.3.1.2 *Resident holders of Notes*

Under Luxembourg general tax laws currently in force and subject to the law of 23 December 2005, as amended (the **Law**) mentioned below, there is no withholding tax on payments of principal, premium or interest made to Luxembourg resident holders of Notes other than profit participating Notes, nor on accrued but unpaid interest in respect of the Notes, nor is any Luxembourg withholding tax payable upon redemption or repurchase of the Notes held by Luxembourg resident holders of the Notes.

Under the Law payments of interest or similar income made or ascribed by a paying agent established in Luxembourg to or for the benefit of an individual beneficial owner who is a resident of Luxembourg will be subject to a withholding tax of 10 per cent. Such withholding tax will be in full discharge of income tax if the beneficial owner is an individual acting in the course of the management of his/her private wealth. Responsibility for the withholding of the tax will be assumed by the Luxembourg paying agent. Payments of interest under the Notes coming within the scope of the Law would be subject to withholding tax of 10 per cent.

3. OTHER JURISDICTIONS

Any terms defined in this Section 3 in connection with a particular jurisdiction relate only to the information provided in connection with that jurisdiction.

3.1 Austria

The following is a brief summary of certain Austrian tax aspects in connection with the Notes. It does not claim to fully describe all Austrian tax consequences of the acquisition, ownership, disposition or redemption of the Notes. In some cases a different tax regime may apply. Further, this summary does not take into account the tax laws of any country other than Austria nor does it take into account the investors' individual circumstances and it only addresses tax law aspects relevant for private investors, unless explicitly stated otherwise. Prospective investors are advised to consult their own professional advisers to obtain further information about the tax consequences of the acquisition, ownership, disposition or redemption of the Notes. Only personal advisers are in a position to adequately take into account special tax aspects of the particular Notes in question as well as the investor's personal circumstances and any special tax treatment applicable to the investor.

This summary is based on Austrian law as in force when drawing up this Base Prospectus; in particular, it considers major tax law changes regarding the taxation of investment income. The new tax regime largely entered into force on 1 April 2012. The following summary describes the tax laws to be applied to the Notes before and after this effective date. In relation to the new tax laws, there is currently neither case law nor guidelines or regulations by the Federal Ministry of Finance nor a secure practice applied by paying agents and/or securities account keeping agents and as a result deviations may result from the factual implementation and practice as compared to the legal situation described herein. Prospective investors are therefore explicitly advised to consult their own professional advisors to obtain further information about the tax consequences of the acquisition, ownership, disposition, exchange, exercise, settlement or redemption of the Notes before or after 1 April 2012.

This summary does not describe the tax consequences for a holder of Notes that are redeemable in exchange for, or convertible into, shares or other securities or rights or which in any other way provide for physical settlement, of the exchange, exercise, physical settlement or redemption of such Notes and/or any tax consequences after the moment of exchange, exercise, physical settlement or redemption.

3.1.1 Austrian Resident Taxpayers

Income derived by individuals or corporations resident in Austria is taxable pursuant to the Austrian Income Tax Act (*Einkommensteuergesetz*) or the Austrian Corporate Income Tax Act (*Körperschaftsteuergesetz*).

3.1.2 Risk of requalification of Notes as investment fund units

Certain Notes such as non-capital guaranteed basket or index linked notes, fund linked notes or credit linked notes may be re-qualified by the tax authorities as foreign investment fund units under certain conditions. Pursuant to Sec 42 of the Austrian Investment Fund Act, a portfolio of assets which is subject to the laws of a foreign country and which is invested according to the principle of risk spreading is qualified as a non-Austrian investment fund for tax purposes, without regard to its legal form (substance over form approach).

Pursuant to the Investment Fund Guidelines 2008 applying to index linked notes, a requalification of notes into fund units requires that: (i) an investment governed by non-Austrian law is effected in line with the principle of risk spreading; and (ii) the issuer (or a trustee mandated by the issuer) factually and predominantly acquires the (underlying) securities or that the investment qualifies as actively managed portfolio. This, *inter alia*, excludes capital guaranteed notes and notes with no more than six underlyings from requalification. However, "directly held index linked notes will in no case be requalified as foreign investment fund units, irrespective, whether the underlying index is a recognised or individually composed, fixed or flexible index". The latter provision targets to immunise (genuine) index linked notes against requalification.

In the following we assume that the Notes do not qualify as foreign investment funds for income tax purposes. If the Notes are requalified as foreign investment fund unit special rules regarding taxation apply.

3.1.3 Individuals

3.1.3.1 *Tax laws applying to Notes acquired before 1 April 2012*

Generally, income arising from the Notes should qualify as investment income (*Einkünfte aus Kapitalvermögen*) in the form of income from debt-securities (*Kapitalerträge aus Forderungswertpapieren*). Investment income includes (i) interest payments as well as (ii) income, if any, realised upon redemption or prior redemption (being the difference between the issue price and the redemption amount, or in case of prior redemption, the repurchase price - a maximum 2 per cent. tax-exempt threshold applies to specified Notes bearing also ongoing coupons with a minimum five year maturity; in practice, however, this exemption is not available for index linked notes and other underlying linked notes treated like index linked notes); or (iii) income realised upon sale of the Notes (only to the extent of accrued interest and comparable consideration for future fixed redemption or interest payments but excluding capital gains, although in case of index, share, fund, commodity or other underlying linked notes including discounted share certificates and bonus certificates the whole gain would be treated as income from debt securities, see also below "Certain aspects of the tax treatment of certain notes").

If income from debt-securities is paid out by a coupon paying agent (*kuponauszahlende Stelle*) located in Austria, it is subject to 25 per cent. Austrian withholding tax (*Kapitalertragsteuer-KESt*). The coupon

paying agent is the bank, including an Austrian branch of a non-Austrian bank or investment firm, which pays out such income to the holder of the Notes.

Provided that the Notes have been offered to the public within the meaning of Section 97 of the Austrian Income Tax Act (as effective prior to the entering into force of the Austrian Budget Supplemental Act (*Budgetbegleitgesetz*) 2011 – BBG 2011) (public placement), the 25 per cent. withholding tax constitutes a final taxation (*Endbesteuerung*) for all individuals, no matter whether they act as private investors or hold the Notes as business property. Final taxation means that no further income tax will be assessed and the income is not to be included in the investor's income tax return. Final taxation is only applicable to income from debt-securities. As regards the taxation of capital gains, please see below.

Generally, for a public placement within the meaning of Austrian income tax law the Notes have to be offered legally and factually to an undetermined number of persons. The fiscal authorities require that the offer is addressed (whether in Austria or abroad) to an undetermined number of addressees or to more than 250 persons in order to qualify as a public placement. This is deemed to be the case if notes are traded on a regulated market (a listing of notes on the Third Market of the Vienna stock exchange (*Dritter Markt*), for example, does not suffice for the qualification as a public placement for income tax purposes) or if they are acquired within six months after the issuance by more than 250 different purchasers (whether inside or outside of Austria). Evidence of the acquisition by more than 250 purchasers can be given by a confirmation of the credit institution having arranged the issue or by the purchase of the Notes by an Austrian investment fund. Evidence for a public offer may according to the guidelines of the authorities also be given by underwriting agreements pursuant to which the Notes are subscribed for, and distributed by, one or more credit institutions or if the Notes are offered via Reuters, Bloomberg or similar widely recognised trading systems, or over other public media.

If the Notes are not offered to the public (private placement), the income derived from the Notes is taxable at the respective Noteholder's normal progressive personal income tax rate calculated with a marginal rate of 50 per cent. in the highest bracket. The Austrian withholding tax will be credited against the income tax liability.

Where there is no deduction of Austrian withholding tax because the income from the Notes is not received in Austria (not paid out by a coupon paying agent located in Austria), Austrian investors will have to declare the income derived from the Notes in their income tax returns pursuant to the Austrian Income Tax Act. A special 25 per cent. income tax rate applies, provided that the Notes have been offered to the public as described above.

Individuals whose regular personal income tax rate is lower than 25 per cent. may opt for taxation of the income derived from the Notes at their regular personal income tax rate. In this case, the withholding tax will be credited against the income tax liability and the excess amount shall be refunded. Expenses incurred by the investor in connection with income derived from (publicly placed) Notes are not deductible.

Special rules apply in case a Noteholder transfers his residence or deposit account outside Austria.

Upon the sale of the Notes accrued interest realised upon such sale is taxed as income from debt-securities being subject to withholding tax as set out above (with regard to index, share, fund, commodity or other underlying linked notes including discounted share certificates and bonus certificates the whole gain would be treated as income from debt-securities, see below "*Certain aspects of the tax treatment of certain notes*"). For private investors, any additional capital gain on the disposal of the Notes is taxable (i) at the standard progressive income tax rates amounting up to 50 per cent. in the highest tax bracket if the total of such speculative gain exceeds 440 Euro per year and the Notes were disposed of before 1 April 2012 or (ii) at a special income tax rate of 25 per cent. if the Notes were disposed of after 31 March 2012. In both cases taxation is imposed in the course of a tax assessment (filing a tax return by the private investor). If the Notes qualify as business assets, capital gains on the disposal are taxable irrespective of the date of the disposal at normal progressive income tax rates if realised before 1 April 2012, if realised after 31 March 2012, the 25 per cent. rate applies as well.

3.1.3.2 *Tax laws applying to Notes acquired after 31 March 2012*

For Notes acquired against consideration after 31 March 2012, the following applies with effect as of 1 April 2012: Not only interest amounts but also realised capital gains will, irrespective of the period of time the Notes have been held for, qualify as investment income (*Einkünfte aus Kapitalvermögen*) and be subject to income tax at a special rate of 25 per cent. Investment income will, *inter alia*, include income derived from the sale, redemption or other pay-off of the Notes and, in the case of derivative financial instruments, from any other settlement of the Notes. The tax base is, in general, the difference amount between the sale proceeds or the redemption or other pay-off amount and the acquisition costs, in each case including accrued interest. There will be no more withholding tax credits upon the purchase of Notes. Expenses which are directly connected with income subject to the special tax rate of 25 per cent., are not deductible. For Notes held as private assets, the acquisition costs shall not include ancillary acquisition costs. For the calculation of the acquisition costs of Notes held within the same Notes account and having the same Notes identification number which are acquired at different points in time, the floating average price shall apply.

If an Austrian custodian or paying agent is involved and settles the realisation of the income or capital gain, the income tax will be deducted by applying a 25 per cent. withholding tax. The 25 per cent. withholding tax deduction will result in a final income taxation for private investors (holding the Notes as private assets) provided that the investor has evidenced the factual acquisition costs of the Notes to the custodian. Regarding Notes held as a business asset, the withholding tax on capital gains is not a final taxation.

Withdrawals (*Entnahmen*) and other transfers of Notes from the securities account will be treated as disposals (sales), unless specific exemptions are fulfilled such as the transfer of the Notes to a securities account owned by the same taxpayer (i) with the same Austrian bank, (ii) with another Austrian bank if the account holder has instructed the transferring bank to disclose the acquisition costs to the receiving bank or (iii) with a non-Austrian bank, if the account holder has instructed the transferring bank to transmit the pertaining information to the competent tax office or has himself notified the competent Austrian tax office within a month; or like a transfer without consideration to a securities account held by another taxpayer, if the fact that the transfer has been made without consideration has been evidenced to the securities account keeping agent or the agent has been instructed to inform the Austrian tax office thereof or if the taxpayer has himself notified the competent Austrian tax office within a month.

To the extent that no withholding tax deduction will be effected due to the lack of an Austrian paying agent and of an Austrian custodian, the investment income derived from the Notes will have to be included in an income tax return in line with the provisions of the Austrian Income Tax Act.

Taxpayers whose regular personal income tax is lower than 25 per cent. may opt for taxation of the income derived from the Notes at such regular personal income tax rate. Such application for opting into taxation at the regular personal income tax rate must, however, include all income subject to the special 25 per cent. tax rate. Expenses in connection with income subject to final taxation or to the special 25 per cent. income tax rate and incurred by the investor are also not deductible for persons having opted for taxation at the regular personal income tax rate.

Losses from Notes held as private assets may only be set-off against certain other investment income (excluding, *inter alia*, interest income from bank deposits and other claims against banks) and must not be set off against any other income. As of 1 January 2013 the loss off-setting will be conducted on an ongoing basis by the custodian with respect to all income and losses that are realised in all custodian accounts managed by such custodian. Losses incurred in the period 1 April 2012 through 31 December 2012 will be off-set by the custodian (not on a ongoing basis, but by way of a final statement (*Endabrechnung*)) until 30 April 2013. Regarding Notes held as a business asset this loss compensation does not apply.

Income derived from the Notes which are held as business assets will also be subject to the special tax rate of 25 per cent. deducted by way of a withholding tax, however, such income has to be included in the tax return. Write-downs to the going-concern value and losses derived from the sale, redemption or other pay-off of Notes held as business assets must primarily be set off against positive income from realised capital gains of financial instruments and only half of the remaining loss may be set off or carried forward against any other income.

For income derived from Notes which have not been offered to the public, i.e. an undefined circle of addressees, from a legal and factual perspective, the general income tax rate (as opposed to the 25 per cent. special tax rate) will apply.

The previously applicable provisions on the taxation of speculative transactions (*Spekulationsgeschäfte*) will not apply to any Notes acquired against consideration after 31 March 2012.

3.1.4 Corporations

Corporate investors deriving business income from the Notes may avoid the application of Austrian withholding tax by filing a declaration of exemption (*Befreiungserklärung*) with the Austrian entity obliged to deduct the Austrian withholding tax. Income including any capital gain derived from the Notes by corporate investors is subject to Austrian corporate income tax at the general rate of 25 per cent. There is, *inter alia*, a special tax regime for Private Foundations established under Austrian law (*Privatstiftungen*).

3.1.5 Certain aspects of the tax treatment of certain notes

3.1.5.1 *Tax laws applying to Notes acquired before 1 April 2012*

Upon the sale of Zero Coupon Notes the difference between the issue price and the proceeds from the sale would be taxable as income from debt-securities being subject to withholding tax (where such withholding tax applies) merely to the extent of the positive difference amount between the issue price and the inner value of the notes; any additional capital gain would be taxable for private investors (i) at the standard progressive income tax rate of up to 50 per cent. in the highest tax bracket if the Notes were disposed of before 1 April 2012 or (i) at the special income tax rate of 25 per cent. if the Notes were disposed of after 31 March 2012. In both cases taxation is imposed in the course of a tax assessment (filing a tax return by the private investor).

In relation to index linked Notes, the whole amount of the positive difference realised upon redemption or sale of the Notes as compared to the issue price is treated as income from debt-securities and is therefore also subject to withholding tax (where such withholding tax applies). The taxable gain is calculated as the positive difference between the issue price and the redemption amount/sales price. The amount of the positive difference (parts) between the purchase or redemption price and the issue price are taxable for private investors (i) at the standard progressive income tax rate of up to 50 per cent. in the highest tax bracket if the Notes were disposed of or redeemed before 1 April 2012 or (i) at the special income tax rate of 25 per cent. if the Notes were disposed of or redeemed after 31 March 2012. In both cases taxation is imposed in the course of a tax assessment (filing a tax return by the private investor). The same tax treatment applies to share, fund, commodity or other underlying linked notes including discounted share certificates and bonus certificates (if no requalification as fund units takes place) – for these, the whole amount of the positive difference between the redemption (sale) price and the issue price is treated as income from debt-securities.

The Austrian tax authorities have decided that Notes where only the coupon(s) but not the redemption amount is (are) linked to an index or other underlying must be treated as "index linked Notes ". In such case the (whole) amount of the positive difference between the issue price and the sale price or redemption price is subject to withholding tax.

If inflation linked Notes bear interest and their redemption amount is linked to the performance of an inflation index, then in addition to the coupon payments the amount of the difference between the issue price and the redemption price and (and also, for sales, the amount of the difference between the issue price and the index linked calculated value (but not the whole capital gain [however, the capital gain is subject to income tax, as described above in respect to Zero Coupon Notes]) is subject to withholding tax.

Income from leveraged Notes (turbo notes), i.e. certificates or notes which may be subscribed at a lower price than the underlying's current market price, qualifies as income from debt-securities subject to 25 per cent. Austrian withholding tax provided that the leverage factor applied upon subscription/issue to the notes' or certificate's subscription price is less than five (the notes' subscription price amounts to more than 20 per cent. of the underlying's market price). If the leverage factor is at least five, income from the sale or redemption of the notes will not be subject to the 25 per cent. withholding tax, but it will qualify as a capital gain subject to taxation (as described above in respect to Zero Coupon Notes) provided that the leverage factor is sufficiently evidenced by the foreign issuer submitting the terms and conditions of the notes to the *Oesterreichische Kontrollbank AG* before, or within 24 hours after, the first offering of the notes in the Austrian market. If such evidence is provided later, the Austrian coupon paying agents will have to continue to deduct withholding tax. However, the Noteholder may claim a refund of the withholding tax upon personal income tax assessment or pursuant to Section 240 subparagraph 3 of the Austrian Fiscal Procedure Code (BAO).

Guidelines issued by the Austrian Ministry of Finance provide further details for the tax treatment of some other structured financial instruments. For reverse convertibles (cash or share-notes) bearing high interest the full coupon would be treated as interest; however, pursuant to current practice, losses incurred upon redemption could be set off in an amount equalling to the interest income of the last coupon payment period against the interest income of private investors (Income Tax Guidelines no. 6198). Callable yield notes are treated in the same way as reverse convertibles.

For option notes bearing low interest, the issue price is split between the price of the bond and the price for the option which leads to the recalculation of the issue price for tax purposes.

Tax consequences of conversion or of any option exercise or of any other physical settlement of Notes are not discussed in this context.

This entire outline of the taxation of the Notes is based on the assumption that the Notes will be treated as debt-securities (*Forderungswertpapiere*) and will not be qualified as equity instruments for tax purposes such as shares or equity participation rights (*Substanzgenussrechte*). Further, this outline is based on the assumption that the Notes do not qualify as derivative instruments or contracts for differences resulting for private investors in the taxation of capital gains pursuant to Section 30 Austrian Income Tax Act (as effective prior to the entering into force of the BBG 2011) (*Spekulationsgeschäft*) at progressive rates rather than being subject to withholding tax. Pursuant to Section 30 Austrian Income Tax Act (as effective prior to the entering into force of the BBG 2011) certain types of transactions, such as the sale of securities, would be taxable for private investors only if carried out within one year following the acquisition (speculative period) whereas other transactions, such as futures, forwards or contracts for differences (*Differenzgeschäfte*), would be taxable irrespective of the one year speculative period.

3.1.5.2 *Tax laws applying to Notes acquired after 31 March 2012*

As of 1 April 2012, any income and capital gain from the sale or redemption of Notes acquired against consideration after 31 March 2012 will be subject to income tax of 25 per cent. and the tax will be deducted by way of a withholding tax, if an Austrian paying agent or custodian is involved. The tax base will be the difference amount between the sales price, the redemption amount or other pay-off amount and the acquisition costs, in all cases including accrued interest, if any. Please also refer to the above described new tax laws for the Notes acquired after 31 March 2012.

Zero Coupon Notes will, as other notes, fall within the new taxation regime for investment income: the difference between the sales price or the redemption amount, as the case may be, and the acquisition costs, including accrued interest, if any, will be subject to the 25 per cent. withholding tax if paid out by an Austrian custodian or paying agent. If held as business assets, interest paid upon redemption of the Zero Coupon Notes is not subject to final taxation, but taxed like capital gains.

Index linked Notes, inflation linked Notes and leveraged Notes (turbo notes) will qualify as (securitised) derivative financial instruments and be subject to the 25 per cent. withholding tax on capital gains and other income from such financial instruments. As of 1 April 2012, leverage factor notifications to Oesterreichische Kontrollbank AG will be abolished.

Option Notes and convertible and reverse convertible Notes will be subject to a 25 per cent. withholding tax on income from the sale or other settlement of such securities or from compensation amounts for differences. If the settlement of such Notes is linked to an acquisition or receipt of shares and/or investment funds units, such receipt of shares and/or investment funds units will qualify as acquisition of the relevant underlying. As of 1 April 2012 capital gains achieved upon the sale of the underlying will be subject to the special income tax rate of 25 per cent.. Capital gains resulting from the sale of the underlying realised before 1 April 2012 trigger taxation at the standard progressive income tax rate with a rate of 50 per cent. in the highest tax bracket.

3.1.6 Non-Residents

Income, including any capital gains derived, from the Notes by individuals who do not have a domicile or their habitual abode in Austria (**non-residents**) is not taxable in Austria provided that the income is not attributable to a permanent establishment or other Austrian source income taxable in Austria (for withholding tax under the EU Savings Directive, see below; tax consequences of a requalification into a foreign investment fund are not discussed herein with regard to non-residents).

Income, including any capital gain derived from the Notes by corporate investors who do not have their corporate seat or their place of management in Austria (non-residents), is not taxable in Austria provided that the income is not attributable to a permanent establishment or other Austrian source income taxable in Austria.

Thus, non-resident investors – if they receive income from the Notes through a paying agent or a securities account keeping agent located in Austria – may avoid the application of Austrian withholding tax if they evidence their non-resident status vis-à-vis the Austrian entity obliged to deduct the Austrian withholding tax. Non-residents who are Austrian citizens or citizens of a neighbouring country will have to confirm their non-resident status in writing to the coupon paying agent. The provision of evidence that the investor is not subject to Austrian withholding tax is the responsibility of the investor.

If any Austrian withholding tax is deducted by the agent, the tax withheld shall be refunded to the non-resident investor upon his application, which has to be filed with the competent Austrian tax authority within five calendar years following the date of the imposition of the withholding tax.

Where non-residents receive income from the Notes as part of business income taxable in Austria (from a permanent establishment), they will be, in general, subject to the same tax treatment as resident investors.

3.1.7 EU Council Directive on Taxation of Savings Income

The European Council Directive 2003/48/EC on taxation of savings income in the form of interest payments (Savings Directive) provides for an exchange of information between the authorities of EU Member States regarding interest payments made in one Member State to beneficial owners who are individuals and resident for tax purposes in another Member State of the European Union or certain dependent associated territories. Austria has implemented the Savings Directive by way of the EU Withholding Tax Act (*EUQuellensteuergesetz*) which provides for a withholding tax rather than for an

exchange of information. Such EU Withholding tax will be levied on interest payments within the meaning of the EU Withholding Tax Act made by a paying agent located in Austria to an individual resident for tax purposes in another Member State. The EU Withholding Tax amounts to 35 per cent..

Withholding tax will be deducted upon actual or deemed interest payments as well as upon the sale, refund or redemption of debt claims. Further, withholding tax will be deducted – on a *pro rata temporis* basis – in the event of changes in the individual's withholding tax status, such as changes of his country of residence or the transfer of his securities to a non-Austrian account.

Deduction of EU withholding tax can be avoided if the EU-resident investor provides the paying agent with a certificate drawn up in his name by the tax office of his Member State of residence. Such certificate must indicate, *inter alia*, the name and address of the paying agent and the account number of the investor or the identification of the Notes (Section 10 EU Withholding Tax Act).

The scope of the definition of interest payments for EU Withholding Tax purposes may differ from the scope of interest payments for Austrian income and withholding tax purposes. For example, under certain conditions and subject to the guidelines and information issued by the Austrian Ministry of Finance income from share linked notes, index linked notes or fund linked notes may not be considered as interest for EU Withholding Tax purposes for so long as it constitutes interest for Austrian tax purposes.

Notes without a capital guarantee (the term "capital guarantee" for such tax purposes is deemed to include guaranteed interest payments) are treated as follows: Factually paid interest amounts are subject to EU Withholding Tax. Difference amounts from notes linked to shares, share indices, metals, currencies and the like which are not guaranteed in advance are not subject to EU Withholding Tax. Such difference amounts derived from notes linked to bonds or bond indices are not subject to EU Withholding Tax if the index or basket is comprised of a minimum of five different bonds from different issuers, if a single bond does not exceed 80 per cent. as a proportion of the index and, with regard to dynamic notes, the 80 per cent. threshold is complied with throughout the entire term of the notes. With regard to notes linked to fund indices, the difference amounts do not qualify as interest within the meaning of the EU Withholding Tax Act, if the index is composed of a minimum of five different funds and no fund exceeds 80 per cent. as a proportion of the index; in the case of dynamic notes the 80 per cent. threshold must be complied with during the entire term of the notes. If notes are linked to mixed indices composed of funds as well as of bonds, difference amounts do not qualify as interest within the meaning of the EU Withholding Tax Act if the index is composed of a minimum of five bonds and five funds of different issuers and no single bond or single fund exceeds 80 per cent. as a proportion of the pertaining index.

Relating to capital guaranteed notes, factually paid interest amounts, whether guaranteed or not, are subject to EU Withholding Tax. Guaranteed parts of difference amounts (between issue price and redemption price respectively sale price) are subject to EU Withholding Tax on the basis of the yield upon issue. Non-guaranteed income, like (non guaranteed parts of) difference amounts (difference amounts between issue price and redemption price respectively sale price) are treated as follows: If the underlying qualifies as bond, interest rate or inflation rate, then the difference amounts will qualify as interest within the meaning of the EU Withholding Tax Act and will be subject to EU Withholding Tax. If shares, share indices, share baskets, metals, currencies and commodities are referred to as underlyings, the difference amounts are not subject to EU Withholding Tax. If funds and fund indices are referred to as underlying, the difference amounts are not subject to EU Withholding Tax, provided that the funds do not generate interest income within the meaning of the EU Withholding Tax Act. Should the underlyings qualify as certificates or other securities the proceeds of which do not qualify as interest subject to EU Withholding Tax, then the difference amounts derived therefrom are not subject to EU Withholding Tax.

3.1.8 Other Taxes

No Austrian inheritance and gift tax (*Erbschafts- und Schenkungssteuer*) is in effect. However, according to the Gift Notification Act 2008 (*Schenkungsmeldegesetz 2008*) gifts have to be notified to the tax authorities within a three-month notification period. There are certain exemptions from such notification obligation, e.g. for gifts among relatives that do not exceed an aggregate amount (of gifts between the same persons) of €50,000 per year or gifts among unrelated persons that do not exceed an aggregate amount (of gifts between the same persons) of €15,000 within five years.

The sale and purchase of bearer securities is in general not subject to Austrian stamp duty provided that no other transaction potentially taxable under the Austrian Stamp Duty Act (*Gebührengesetz*) such as an assignment of rights (*Zession*) is entered into for which a document (*Urkunde*) within the meaning of the Stamp Duty Act is executed.

3.2 Belgium

Set out below is a summary of certain Belgian tax consequences of acquiring, holding and selling the Notes. This summary is not intended to be an exhaustive description of all relevant Belgian tax considerations and investors should consult their own tax advisers regarding such considerations in relation to their own particular circumstances. The description of certain Belgian taxes set out below is for general information only and does not purport to be comprehensive.

This summary is based on current legislation, published case law and other published guidelines and regulations as in force at the date of this Base Prospectus and remains subject to any future amendments, which may or may not have retroactive effect.

3.2.1 Belgian income tax

For Belgian tax purposes, interest includes any interest paid on the Notes as well as any amount paid in excess of the initial price upon redemption or purchase by the Issuer.

3.2.1.1 *Belgian resident individuals*

For individuals subject to Belgian personal income tax who are not holding Notes as professional investors, all interest payments (as defined in the Belgian Income Tax Code) will be subject to the tax regime described below.

If interest is paid through a Belgian intermediary, such intermediary must levy withholding tax. The current applicable withholding tax rate is 21 per cent (applicable as from January 1, 2012). In addition, a supplementary contribution of 4% is applicable for investors who have received dividend and certain interest income exceeding an aggregate annual total of 13 675 EUR (2012 indexed amount : 20 020 EUR). The investor may opt for withholding of this supplementary contribution. In that case, the withholding tax increased by the supplementary contribution amounts to 25% and can be the final tax. If the investor does not request for the withholding of this supplementary contribution of 4 per cent, the investor will have to report this interest payment in his or her yearly personal income tax return. Application of the local surcharge on interest reported in the yearly personal income tax return is currently subject to discussions and no further comments can be provided in this regard at the time of drafting this summary. If no Belgian intermediary is involved in the interest payment, the investor must report this interest as movable income in his or her personal income tax return. Such income will, in principle, be taxed separately, currently at a rate of 21 per cent (plus the abovementioned supplementary contribution of 4%, if any, and the local surcharge if applicable).

Any capital gain upon a sale of Notes, not allocated to the professional activity of the individual, to a party other than the Issuer, except for that part of the sale price attributable to the pro rata interest component, is in principle tax exempt (unless the tax authorities can prove that the capital gain does not result from the normal management of a non-professional investment). The investor must report the

interest as income in his or her personal income tax return. Such income will in principle be taxed separately, currently at a rate of 21 per cent. (plus the abovementioned supplementary contribution of 4%, if any, according to the same conditions as described above, and the local surcharge if applicable), unless it can be demonstrated that such income will be subject to the 21 per cent Belgian withholding tax together with the supplementary contribution of 4% upon maturity.

If a levy has been applied according to European Council Directive 2003/48/EC on taxation of savings income in the form of interest payments (the **Savings Directive**), this levy does not free the Belgian individual from the obligation to declare the interest income in the personal income tax return. However, this levy will be credited against personal income tax, and any excess amount will be refunded. The levy can also apply to interest paid through paying agents of certain dependent or associated territories, including, as the case may be, Curaçao.

Losses on the Notes held as a non-professional investment cannot usually be deducted.

3.2.1.2 *Belgian companies*

Interest paid through an intermediary established in Belgium to a Belgian company subject to corporate income tax will generally be subject to Belgian withholding tax (the current applicable withholding tax rate is 21 per cent.). However, an exemption may apply provided that certain formalities are complied with. For zero or capitalization bonds, the above exemption will not apply, unless the Belgian company and the Issuer are associated companies. If Belgian withholding tax is applicable, Belgian companies are, in principle, entitled to set off Belgian withholding tax against their corporate income tax liability provided certain conditions are fulfilled.

For any Belgian company subject to Belgian corporate income tax, all interest and any gain on a sale of the Notes will form part of that company's taxable profit. The current nominal corporate income tax rate in Belgium is 33.99 per cent.

Losses on the Notes are, in principle, tax deductible.

3.2.1.3 *Other Belgian legal entities subject to the legal entities income tax*

For other Belgian legal entities subject to the legal entities income tax, all interest payments (as defined by the Belgian Income Tax Code) will be subject to withholding tax, currently at a rate of 21 per cent.

If this interest is paid through a Belgian intermediary, such intermediary will have to levy withholding tax, currently at the rate of 21 per cent. No other legal entities income tax will be levied on this income. If no Belgian intermediary is involved, the withholding tax must be declared and paid by the legal entity itself.

Any capital gain on a sale of the Notes to a party not being the Issuer will, in principle, be tax exempt, except for that part of the sale price attributable to the pro rata interest component. Such interest is subject to withholding tax, currently at the rate of 21 per cent. This withholding tax must be paid by the legal entity itself, unless it can demonstrate that the withholding tax will be paid at maturity.

3.2.2 Tax on stock exchange transactions

The sale and acquisition of the Notes will be subject to a tax on stock exchange transactions if executed in Belgium through a professional intermediary. The tax is generally due at a rate of 0.09 per cent. on each sale and acquisition separately, with a maximum of €650 per taxable transaction. Exemptions apply for certain categories of institutional investors and non-residents. Transactions on the primary market are no longer subject to the tax on stock exchange transactions.

3.2.3 EU Savings Directive

Under the Savings Directive, Member States are required 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 or to certain limited types of entities established in that other Member State. However, 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 (the ending of such transitional period being dependent upon the conclusion of certain other agreements relating to information exchange with certain other countries). A number of non-EU countries and territories including Switzerland have adopted similar measures.

The European Commission has proposed certain amendments to the Directive, which may, if implemented, amend or broaden the scope of the requirements described above.

Belgium also entered into an agreement with the Kingdom of the Netherlands in respect of Curaçao concerning the automatic exchange of information regarding savings income in the form of interest payments. Individual investors should seek professional advice to verify what obligation a paying agent in Curaçao is under to withhold any tax from the interest payable by the agent on the Notes under the aforementioned agreement.

3.3 Czech Republic

3.3.1 General

The information set out relates only to Czech withholding tax and does not deal with any other Czech tax consequences of the purchase, holding and disposal of the Notes and it does not purport to be a complete analysis of all Czech tax considerations relating to the Notes that may be relevant to a decision to purchase the Notes and, therefore, each prospective investor should consult a professional tax adviser with respect to the tax consequences of an investment in the Notes.

This information is based on tax legislation, published case law, treaties, regulations and published policy, in each case as in force as of the date of this Base Prospectus, and does not take into account any developments or amendments thereof after that date whether or not such developments or amendments have retroactive effect.

For the purposes of this information, it has been assumed that (i) neither of the Issuers has been, as of the date hereof, and the Issuers shall not, after the date of this Base Prospectus, become resident in the Czech Republic for tax purposes and (ii) the interest on the Notes will not be paid through a permanent establishment of an Issuer in the Czech Republic.

3.3.2 Interest Income

3.3.2.1 *Czech residents*

Legal entities, which are residents of the Czech Republic, generally tax the capital gains in general corporate income tax base (currently at 19% rate for corporations, 5% for mutual, investment and pension funds). Losses on the sale of debt securities are fully tax deductible (except for promissory notes).

Individuals, which are Czech residents, tax the capital gains (defined as the difference between the proceeds from the sale of an item and the cost of its acquisition) as ordinary income. If the securities have been held for more than 6 months, the capital gain is exempt from taxation (provided the securities were not part of the individual's entrepreneurial assets). The capital loss is tax non-deductible.

3.3.2.2 *Czech non residents*

Income realised by an individual who is not for tax purposes treated as a resident of the Czech Republic or by a person other than an individual who is not for tax purposes treated as a resident of the Czech Republic (**Non-Czech Holders**), whether holding the Notes through a permanent establishment in the Czech Republic or not, from the sale of the Notes to an individual who is for tax purposes treated as a resident of the Czech Republic or to a person (other than an individual) who is for tax purposes treated as a resident of the Czech Republic or to an organisational unit of the Czech state (**Czech Holders**) or to a Non-Czech Holder acquiring the Notes through a permanent establishment in the Czech Republic, will generally be subject to taxation in the Czech Republic, unless:

(A) the Non-Czech Holder realising that income is resident in a country within the meaning of a double taxation treaty concluded between that country and the Czech Republic, pursuant to the terms of which the right to tax that income is conferred exclusively to the former country;

(B) the income realised by a Non-Czech Holder is exempt from tax which, in the case of a Non-Czech Holder who is an individual, is generally true if the Notes have been held by the Non-Czech Holder for more than six months prior to their sale and have not been held in connection with a business activity of such Non-Czech Holder.

If income realised by a Non-Czech Holder, whether holding the Notes through a permanent establishment in the Czech Republic or not, from the sale of the Notes is subject to taxation in the Czech Republic (as discussed in the previous paragraph), the Czech Holder or a permanent establishment in the Czech Republic of a Non-Czech Holder paying the income, will be obliged to withhold an amount of one per cent. on a gross basis representing tax security, unless the Non-Czech Holder is for tax purposes a resident of a Member State of the European Union or the EEA, or unless the obligation to withhold is waived or the percentage is reduced based on the tax authority's decision. The tax security withheld is generally creditable against the final tax liability of a Non-Czech Holder with any amount in excess of such liability constituting a tax overpayment which is, subject to certain conditions, refundable to a Non-Czech Holder.

3.3.3 EU Savings Directive

Under European Council Directive 2003/48/EC on the taxation of savings income (Directive), Member States (including the Czech Republic which implemented the Directive into Section 38fa (Paying Agent) of the Czech Income Tax Act) are required 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 or to certain limited types of entities established in that other Member State. However, 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[1] (the ending of such transitional period being dependent upon the conclusion of certain other agreements relating to information exchange with certain other countries). A number of non-EU countries and territories including Switzerland have adopted similar measures.

The European Commission has proposed certain amendments to the Directive which may, if implemented, amend or broaden the scope of the requirements described above.

3.4 Denmark

The following relates only to Danish withholding tax and does not deal with any other Danish tax implications of acquiring, holding or disposing of the Notes.

[1] Belgium previously also operated a transitional withholding system but has now opted, by two Royal Decrees dated 27 September 2009 and published in the Belgian State Gazette on 1 October 2009, to provide details of payments of interest in accordance with the EC Council Directive 2003/48/EC, as from 1 January 2010.

As the Issuer is not resident in Denmark, payments of interest or principal on the Notes will not be subject to Danish withholding tax.

As a matter of Danish domestic tax law, payments of interest or principal made by a Danish borrower to a creditor under a loan are, as a rule, not subject to any Danish withholding tax.

However, interest payments and certain principal payments made by a Danish borrower pursuant to an intra-group loan to an affiliated foreign company (as defined in Section 3B of the Danish Tax Control Act of 27 June 2011, as amended) are subject to a Danish withholding tax of 25 per cent., unless they fall under at least one of the following categories under Danish tax law:

- the affiliated foreign creditor has a permanent establishment in Denmark to which such interest income is attributed;

- withholding tax must be waived or reduced under the Interest/Royalty Directive (2003/49/EU), provided that the Danish borrower and the foreign creditor are associated as defined under this Directive for a consecutive period of a minimum of one year, during which the interest payments are effected;

- withholding tax must be waived or reduced under a tax treaty to which Denmark is a party;

- the affiliated foreign creditor is directly or indirectly controlled by a Danish parent company as defined in Section 31 C of the Danish Company Taxation Act for a consecutive period of minimum one year, during which the interest payments are effected;

- the affiliated foreign creditor is controlled by an entity resident in a country that has concluded a tax treaty with Denmark, provided that such entity is subject to CFC taxation on the interest payments pursuant to the CFC taxation rules of that country; or

- the affiliated foreign creditor can demonstrate that the foreign taxation of the interest payments corresponds to at least three-quarters of the Danish corporate tax rate and it does not forward payments of interest to another foreign company which is taxed on such interest payments at a rate of less than three-quarters of the Danish corporate tax rate.

Payments may be subject to Danish withholding tax irrespective of the above if the beneficiary of the payments is not the beneficial owner (e.g. if the beneficiary of the payments reassigns the payments to a person or entity resident in a jurisdiction other than Denmark).

3.5 Federal Republic of Germany

The following discussion of certain German tax consequences of buying, holding or disposing of the Notes is based on tax laws, regulations, decisions, judgments and administrative decrees currently in effect, which may be amended or construed differently, potentially with retroactive or retrospective effect. However, this section does not refer to all possible tax considerations which are relevant to the decision of any potential purchaser with respect to buying, holding or disposing of a Note; in particular, it does not refer to specific circumstances which may be relevant to certain purchasers such as church tax (Kirchensteuer) or individual tax privileges. This means that the following text exclusively refers to Notes as an investment as such (unless expressly indicated otherwise) and does not address any persons in their specific tax situation. The information contained in the following section is not intended as and does not purport to be legal or tax advice.

Potential investors in the Notes are therefore advised to consult their own tax advisers as to the German and other tax consequences of buying, holding or disposing of the Notes.

As each Tranche of Notes may be subject to a different tax treatment due to the specific terms of such Tranche of Notes as set out in the respective Final Terms, the following section only provides some very general information on the possible tax treatment. If necessary, the prospectus regarding the respective

Tranche of Notes will contain more specific but also general information on the possible tax treatment of the respective Notes. Potential investors should therefore always review the respective Final Terms also with respect to additional tax information.

3.5.1 German taxation of residents

3.5.1.1 *Notes held as a private asset*

Taxation of interest income

Under German tax law, payment of interest on the Notes to persons who are tax residents of Germany (including persons whose residence, habitual abode, statutory seat or place of management is located in Germany, a "**German Holder**") and who held the Note as a private asset is subject to German income tax as capital income in the meaning of § 20 German Income Tax Act. From the year 2009, a final taxation (*"Abgeltungsteuer"*) is charged on capital income at an amount of 25% plus 5.5% solidarity surcharge ("*Solidaritätszuschlag"*) thereon, resulting in a total final taxation of 26.375%. Taxable base is the received interest without any deduction of expenses actually incurred. The total capital income of the individual will be deducted by a personal annual exemption ("*Sparer-Pauschbetrag"*) of EUR 801 (EUR 1,602 for married couples filing their tax return jointly). The personal income tax liability regarding the capital income is, in principle, settled by the tax withheld. If no withholding tax was charged on the payment of the interest, the German Holder will have to include this interest income in its tax return. The final taxation will then be charged by way of assessment. The German Holder may also apply for assessment of the capital income based on the general rules if the personal income tax rate of the German Holder is lower than the final taxation rate. In such assessment, the withholding tax will be credited.

Withholding tax on interest income

If the Notes are held in a custodial account maintained by a German Holder with a German branch of a German or foreign bank or financial services institution (a "German Disbursing Agent"), which pays or credits the interest, a 25% withholding tax (*"Kapitalertragsteuer"*) on interest payments, plus a 5.5% solidarity surcharge (*"Solidaritätszuschlag"*) thereon will be levied, resulting in a total withholding tax charge of 26.375% on the gross amount of interest paid. Accrued Interest paid by a German Holder upon the purchase of the Notes may be set-off against the amount of interest income received by such German Holder and, under certain circumstances, may reduce the amount subject to withholding tax.

If the Noteholder is an individual to whom income from the Notes constitutes income from a capital investment and such Noteholder has filed a certificate of exemption (*"Freistellungsauftrag"*) with the German Disbursing Agent, no tax will be withheld by the German Disbursing Agent to the extent that the interest income derived from the Notes together with other investment income administered by the German Disbursing Agent does not exceed the maximum exemption amount shown on this certificate. Similarly, no tax will be withheld if the Noteholder submits to the German Disbursing Agent a certificate of non-assessment (*"Nichtveranlagungsbescheinigung"*) issued by the competent local tax office.

Disposal or redemption of the Notes

Capital gains resulting from the disposal or redemption of Notes (or, as the case may be, from the payment at maturity of the Notes) realised by individual German Holders holding the Notes as private assets are taxable as capital gains. They are also subject to the final taxation (*"Abgeltungsteuer"*) at an amount of 25% plus 5.5% solidarity surcharge (*"Solidaritätszuschlag"*) thereon, resulting in a total final taxation of 26.375%.

Base for this taxation is the capital gain, which is in general the difference between the proceeds from the disposal or redemption after deduction of expenses directly related to the disposal and the cost of acquisition. The taxable capital gains from Notes issued in a currency other than Euro also include any currency gains (and losses). In case of a physical settlement of certain Notes which grant the Issuer or

the individual Noteholder the right to opt for a physical delivery of a predetermined number of underlying securities instead of a (re)payment in cash, generally no taxable capital gain may result, because the acquisition costs of the Notes are regarded as acquisition costs of the underlying securities received by the individual Noteholder upon physical settlement. Therefore, only losses can arise from the deduction of directly related expenses.

Capital losses in respect of the Notes held as a private asset may only be set-off against capital income within the same financial year and in subsequent years. However, if losses result from Notes held in a custodial account maintained by a German Disbursing Agent, initially the German Disbursing Agent will take these losses into account when calculating the withholding tax. In case the losses can not be compensated in the current year the losses will be set off against the income of the subsequent year. Upon request of the German Holder the German Disbursing Agent will provide a certificate of all losses, which could not be set off during the current year within the custodial account. This certificate enables the German Holder to claim a deduction within the assessment of capital income.

Withholding tax on disposal or redemption of the Notes

Like the treatment of interest income a withholding tax at an amount of 25%, plus a 5.5% solidarity surcharge (*"Solidaritätszuschlag"*) thereon (in total 26.375%) will be levied on capital gains from disposal or redemption of the Notes, if the Note is held in a custodial account maintained by a German Disbursing Agent. A withholding tax will not be charged if the German Holder has provided a certificate of exemption (*"Freistellungsauftrag"*) or a certificate of non-assessment (*"Nichtveranlagungsbescheinigung"*) to the German Disbursing Agent.

Base for this taxation is again the difference between the proceeds from the disposal or redemption after deduction of expenses directly related to the disposal and the cost of acquisition. However, in case the Notes have not been kept in a custodial account with the same German Disbursing Agent since the time of acquisition, upon the disposal, redemption or repayment the withholding applies to 30% of the disposal proceeds, unless the current Disbursing Agent has been notified of the actual acquisition costs of the Notes by the previous Disbursing Agent or by a statement of a bank or financial services institution within the EEA or certain other countries in accordance with art. 17 para. 2 of the European Council Directive 2003/48/EC. Furthermore, the special provision for a physical settlement of certain Notes applies for purposes of the withholding. Therefore, in principle, redemption accompanied by physical settlement may not result in a withholding tax.

3.5.1.2 *Notes held as business assets or by a corporate body*

If the Notes are held as business assets or by a corporate body all income received from the Notes (interest as well as capital gains) is subject to German income tax or German corporate income tax. The income from the Notes will be taxed at the German Noteholder's individual tax rate. The income tax or the corporate income tax is not settled by the tax withheld. Withholding tax and the solidarity surcharge thereon might be credited as prepayments against the German Holder's final tax liability for German personal or corporate income tax purposes and the respective solidarity surcharge, or, if in excess of such final tax liability, refunded upon application.

If the Notes are held in a German business establishment for trade tax purposes, interest income derived from the Notes will also be subject to trade tax on income, which is a municipal tax levied whose effective tax rate depends on the trade tax factor applied by the relevant municipality.

The taxation of the investment in the Notes might be calculated on an accruals basis. The income might therefore be taxed before the German Holder receives a payment from the Notes.

In general, withholding tax will be deducted in accordance with the same provisions as the withholding with respect to Notes held as private assets. The withholding tax on capital gains might not apply under certain circumstances and for certain capital income if the Notes are held by a tax resident corporate or if the Notes are held by an individual or by a partnership as part of the business assets as long as the

German Holder provides the German Disbursing Agent with a certificate of the character of the Notes as business assets.

3.5.2 German taxation of non-residents

Income derived from the Notes by persons who are not tax residents of Germany (**Non-German Holders**) is in general exempt from German income or corporate income taxation, and no withholding tax shall be withheld (even if the Notes are held with a German Disbursing Agent), provided (i) the Notes are not held as business assets of a German permanent establishment of the Non-German Holder, including a permanent representative, or fixed base of the Noteholder, (ii) the income derived from the Notes does not otherwise constitute German source income (such as income from the letting and leasing of certain German situs property), (iii) the Notes or coupons are not presented for payment at the offices of a German branch of a German or foreign bank or financial services institution, that do not hold in custody or manage the Notes, in an over-the-counter-transaction (*"Tafelgeschäft"*) by a person who is not a foreign bank or financial service institution and, (iv) in the event that the Notes are held in a custodial account maintained by a German Disbursing Agent, the Noteholder complies with the applicable procedural rules under German law and provides evidence of the fact that the Notes are not subject to taxation in Germany. Unjustified retained withholding tax shall be refunded upon request to the Local Tax Office (*"Finanzamt*") to whom the withholding tax was paid.

If the interest is subject to German taxation (for example, if the Notes are held as business assets of a German permanent establishment of a Non-German Holder), such holder is subject to a tax treatment similar to that described above under the caption "German Taxation of Residents". The withholding tax may be refunded based on an assessment to tax or under an applicable tax treaty.

If the Notes are offered by the Issuer other than in the Federal Republic of Germany, information relating to withholding tax may be disclosed in the Final Terms or, in the event of an offer which is made after completion of the Final Terms, in a supplement to this Base Prospectus.

3.5.3 European Union Directive on the Taxation of Savings Income

On 3 June 2003 the Council of the European Union (**ECOFIN**) approved a directive regarding the taxation of interest income. Accordingly, each EU Member State must provide to the tax authorities of the other Member States details of the payment of interest made by a person in its jurisdiction to any individual resident in the other relevant EU Member State. The directive has to be applied by the Member States since 1 July 2005. The directive came into effect in German law on 1 July 2005.

For a transitional period, Austria and Luxembourg may opt instead to withhold tax from interest payments within the meaning of the directive at a rate of 20% till 30 June 2011 and 35% from 1 July 2011 onwards. As of 1 January 2010, Belgium applies the automatic exchange of information under the Savings Directive instead of withholding taxes.

3.5.4 Gift or Inheritance Taxation

No estate, inheritance or gift taxes with respect to any Notes will arise under the laws of Germany, if, in the case of estate and inheritance taxes, both the decedent and the beneficiary, and, in the case of gift taxes, both the donor and the donee, are tax non-residents and are not deemed to be a tax resident of Germany at the time of the transfer and such Notes are not attributable to a permanent establishment in Germany. In the case of a decedent, donor or heir who is a German national, this only applies if such person has been a non-resident of Germany for more than five consecutive years.

3.5.5 Stamp Duty

No stamp, issue, registration or similar taxes or duties will be payable in Germany in connection with the issuance, delivery or execution of the Notes. Currently, net assets tax is not levied in Germany.

3.6 Finland

The following is a summary based on current Finnish tax laws relating only to persons who are generally tax liable in Finland (i.e. residents of Finland for tax purposes) and regarding the Finnish withholding tax treatment of payments in respect of the Notes. Investors are advised to seek professional advice relating to tax consequences in respect of acquiring, holding or disposal of Notes.

Payments regarding the Notes may generally be made without withholding on account of Finnish income tax. However, according to Finnish domestic tax legislation, certain Finnish financial institutions, if acting as paying agents, may be obliged to withhold tax of 30 per cent. on payments classified as interest for Finnish income tax purposes when made to individuals who are generally tax liable in Finland.

3.7 Italy

The statements herein regarding taxation are based on the laws in force in Italy as at the date of this Programme and are subject to any changes in law occurring after such date, which changes could be made on a retroactive basis. The following summary does not purport to be a comprehensive description of all the tax considerations which may be relevant to a decision to subscribe for, purchase, own or dispose of the Notes and does not purport to deal with the tax consequences applicable to all categories of investors, some of which (such as dealers in securities or commodities) may be subject to special rules. Prospective purchasers of the Notes are advised to consult their own tax advisers concerning the overall tax consequences of their ownership of the Notes.

3.7.1 Tax treatment of the Notes

Legislative Decree No. 239 of 1 April 1996, as subsequently amended (**Decree 239**), provides for the applicable regime with respect to the tax treatment of interest, premium and other income (including the difference between the redemption amount and the issue price) from notes falling within the category of bonds (*obbligazioni*) or debentures similar to bonds (*titoli similari alle obbligazioni*) issued, *inter alia*, by non-Italian resident issuers.

3.7.1.1 *Italian resident Noteholders*

Where an Italian resident Noteholder is (a) an individual not engaged in an entrepreneurial activity to which the Notes are connected (unless he has opted for the application of the "*risparmio gestito*" regime – see under "*Capital gains tax*", below); (b) a non-commercial partnership; (c) a non-commercial private or public institution; or (d) an investor exempt from Italian corporate income taxation, then interest, premium and other income relating to the Notes, accrued during the relevant holding period, are subject to a withholding tax referred to as *imposta sostitutiva*, levied at the rate of 20 per cent . If the Noteholders described under (a) and (c) above are engaged in an entrepreneurial activity to which the Notes are connected, the *imposta sostitutiva* applies as a provisional tax.

Where an Italian resident Noteholder is a company or similar commercial entity or a permanent establishment in Italy of a foreign company to which the Notes are effectively connected and the Notes are deposited with an authorised intermediary, interest, premium and other income from the Notes will not be subject to *imposta sostitutiva*, but must be included in the relevant Noteholder's income tax return and are therefore subject to general Italian corporate taxation (and, in certain circumstances, depending on the "status of the Noteholder, also to IRAP – the regional tax on productive activities).

Under the current regime provided by Law Decree No. 351 of 25 September 2001 converted into law with amendments by Law No. 410 of 23 November 2001, as clarified by the Italian Ministry of Economic Affairs and Finance through Circular No. 47/E of 8 August 2003, payments of interest premium or other proceeds in respect of the Notes made to Italian resident real estate investment funds established pursuant to Article 37 of Legislative Decree No. 58 of 24 February 1998, as amended and

supplemented, and article 14-bis of Law No. 86 of 25 January 1994 are subject neither to substitute tax nor to any other income tax in the hands of a real estate investment fund.

If the investor is resident in Italy and is an open-ended or closed-ended investment fund (the **Fund**) or a SICAV, subjects to supervisory measures, and the Notes are held by an authorised intermediary, interest, premium and other income accrued during the holding period on the Notes will not be subject to *imposta sostitutiva*, but must be included in the management results of the Fund accrued at the end of each tax period.'.

Where an Italian resident Noteholder is a pension fund (subject to the regime provided for by Article 17 of the Legislative Decree No. 252 of 5 December 2005) and the Notes are deposited with an authorised intermediary, interest, premium and other income relating to the Notes and accrued during the holding period will not be subject to *imposta sostitutiva*, but must be included in the result of the relevant portfolio accrued at the end of the tax period, to be subject to an 11 per cent. substitute tax.

Pursuant to Decree 239, *imposta sostitutiva* is applied by banks, SIMs, fiduciary companies, SGRs, stockbrokers and other entities identified by a decree of the Ministry of Economy and Finance (each an **Intermediary**).

An Intermediary must (a) be resident in Italy or be a permanent establishment in Italy of a non-Italian resident financial intermediary; and (b) intervene, in any way, in the collection of interest or in the transfer of the Notes. For the purpose of the application of the *imposta sostitutiva*, a transfer of Notes includes any assignment or other act, either with or without consideration, which results in a change of the ownership of the relevant Notes or in a change of the Intermediary with which the Notes are deposited.

Where the Notes are not deposited with an Intermediary, the *imposta sostitutiva* is applied and withheld by any entity paying interest to a Noteholder.

Where an Italian resident Noteholder is a company or similar commercial entity and the Notes are deposited with an authorised intermediary, interest, premium and other income from the Notes will not be subject to imposta sostitutiva, but must be included in the relevant Noteholder's income tax return and are therefore subject to general Italian corporate taxation.

3.7.1.2 *Non-Italian resident Noteholders*

No Italian *imposta sostitutiva* is applied on payments to a non-Italian resident Noteholder of interest or premium relating to the Notes provided that, if the Notes are held in Italy, the non-Italian resident Noteholder declares itself to be a non-Italian resident according to Italian tax regulations.

3.7.2 Atypical securities

Interest payments relating to Notes that are not deemed to fall within the category of bonds (*obbligazioni*) or debentures similar to bonds (*titoli similari alle obbligazioni*) may be subject to a withholding tax, levied at the rate of 20 per cent. For this purpose, debentures similar to bonds are securities that incorporate an unconditional obligation to pay, at maturity, an amount not lower than their nominal value.

The 20 per cent. withholding tax mentioned above does not apply to interest payments made to a non-Italian resident Noteholder and to an Italian resident Noteholder which is (a) a company or similar commercial entity (including the Italian permanent establishment of foreign entities), (b) a commercial partnership, or (c) a commercial private or public institution.

3.7.3 Certificates

Pursuant to Italian Legislative Decree 21st November, 1997, No. 461 payments in respect of Notes falling within the category of Certificates, qualifying as securitised derivative financial instruments, received by noteholders as well as capital gains realised by Italian resident individuals (not engaged in entrepreneurial activities to which the Italian Certificates are connected) on any sale or transfer for consideration of the Notes or redemption or exercise thereof are subject to a 20% capital gain tax ("*imposta sostitutiva*").

It must however be noted that, according to a different interpretation of the applicable provisions in force, the Certificates, in case representing debt instruments implying a "use of capital", could be qualified as "atypical security" .

3.7.4 Payments made by a non resident Guarantor

With respect to payments made to Italian resident Noteholders by a non Italian resident guarantor, in accordance with one interpretation of Italian tax law, any such payment made by the Italian non resident guarantor could be treated, in certain circumstances, as a payment made by the relevant Issuer and would thus be subject to the tax regime described in the previous paragraphs of this section.

3.7.5 Capital gains tax

Any gain obtained from the sale or redemption of the Notes would be treated as part of the taxable income (and, in certain circumstances, depending on the "status" of the Noteholder, also as part of the net value of production for IRAP purposes) if realised by an Italian company or a similar commercial entity (including the Italian permanent establishment of foreign entities to which the Notes are connected) or Italian resident individuals engaged in an entrepreneurial activity to which the Notes are connected.

Where an Italian resident Noteholder is an individual not holding the Notes in connection with an entrepreneurial activity and certain other persons, any capital gain realised by such Noteholder from the sale or redemption of the Notes would be subject to an *imposta sostitutiva*, levied at the current rate of 20 per cent . Noteholders may set off losses with gains.

In respect of the application of the *imposta sostitutiva,* taxpayers may opt for one of the three regimes described below.

Under the tax declaration regime (*regime della dichiarazione*), which is the default regime for Italian resident individuals not engaged in entrepreneurial activity to which the Notes are connected, the *imposta sostitutiva* on capital gains will be chargeable, on a cumulative basis, on all capital gains, net of any incurred capital loss, realised by the Italian resident individual Noteholder holding Notes not in connection with an entrepreneurial activity pursuant to all sales or redemptions of the Notes carried out during any given tax year. Italian resident individuals holding Notes not in connection with an entrepreneurial activity must indicate the overall capital gains realised in any tax year, net of any relevant incurred capital loss, in the annual tax return and pay *imposta sostitutiva* on such gains together with any balance of income tax due for such year. Capital losses in excess of capital gains may be carried forward against capital gains realised in any of the four succeeding tax years.

As an alternative to the tax declaration regime, Italian resident individual Noteholders holding the Notes not in connection with an entrepreneurial activity may elect to pay the *imposta sostitutiva* separately on capital gains realised on each sale or redemption of the Notes (the *risparmio amministrato* regime). Such separate taxation of capital gains is allowed subject to (a) the Notes being deposited with Italian banks, SIMs or certain authorised financial intermediaries, and (b) an express election for the *risparmio amministrato regime* being punctually made in writing by the relevant Noteholder. The depository is responsible for accounting for *imposta sostitutiva* in respect of capital gains realised on each sale or redemption of the Notes (as well as in respect of capital gains realised upon the revocation of its mandate), net of any incurred capital loss, and is required to pay the relevant amount to the Italian tax authorities on behalf of the taxpayer, deducting a corresponding amount from the proceeds to be

credited to the Noteholder or using funds provided by the Noteholder for this purpose. Under the *risparmio amministrato regime*, where a sale or redemption of the Notes results in a capital loss, such loss may be deducted from capital gains subsequently realised, within the same securities management, in the same tax year or in the following tax years up to the fourth. Under the *risparmio amministrato regime*, the Noteholder is not required to declare the capital gains in its annual tax return.

Any capital gains realised by Italian resident individuals holding the Notes not in connection with an entrepreneurial activity who have entrusted the management of their financial assets, including the Notes, to an authorised intermediary and have opted for the so-called "*risparmio gestito*" regime will be included in the computation of the annual increase in value of the managed assets accrued, even if not realised, at year end, subject to a 20 per cent. substitute tax, to be paid by the managing authorised intermediary. Under the *risparmio gestito* regime, any depreciation of the managed assets accrued at year end may be carried forward against increase in value of the managed assets accrued in any of the four succeeding tax years. Under the *risparmio gestito regime*, the Noteholder is not required to declare the capital gains realised in its annual tax return.

Any capital gains realised by a Noteholder which is an Italian Open ended or a closed-ended investment fund or a SICAV, subjects to supervisory measures, will be included in the result of the relevant portfolio accrued at the end of the tax period..

Any capital gains realised by a Noteholder which is an Italian pension fund (subject to the regime provided for by Article 17 of the Legislative Decree No. 252 of 5 December 2005) will be included in the result of the relevant portfolio accrued at the end of the tax period, to be subject to the 11 per cent. substitute tax.

Capital gains realised by Italian resident real estate funds established pursuant to Article 37 of Legislative Decree No. 58 of 24 February 1998 or pursuant to Article 14-bis of Italian Law No. 86 of 25 January 1994, on the Notes are not taxable at the level of the real estate funds.

Capital gains realised by non-Italian resident Noteholders from the sale or redemption of the Notes are not subject to *imposta sostitutiva*, provided that the Notes (i) are transferred on regulated markets, or (ii) if not transferred on regulated markets, are held outside Italy.

3.7.6 Inheritance and gift taxes

Pursuant to Law Decree No. 262 of 3 October 2006, converted into Law No. 286 of 24 November 2006, as subsequently amended, the transfers of any valuable asset (including shares, bonds or other securities) as a result of death or donation are taxed as follows:

(a) transfers in favour of spouses and direct descendants or direct ancestors are subject to an inheritance and gift tax applied at a rate of 4 per cent. on the value of the inheritance or the gift exceeding EUR1,000,000;

(b) transfers in favour of relatives to the fourth degree or relatives-in-law to the third degree are subject to an inheritance and gift tax at a rate of 6 per cent. on the entire value of the inheritance or the gift. Transfers in favour of brothers/sisters are subject to the 6 per cent. inheritance and gift tax on the value of the inheritance or the gift exceeding EUR100,000; and

(c) any other transfer is, in principle, subject to an inheritance and gift tax applied at a rate of 8 per cent. on the entire value of the inheritance or the gift.

3.7.7 Registration tax

Contracts relating to the transfer of securities are subject to the registration tax as follows: (i) public deeds and notarised deeds are subject to fixed registration tax at rate of €168; and (ii) private deeds are subject to registration tax only in case of use or voluntary registration.

3.7.8 Financial Transaction Tax

Art 1, § 491 to § 500 of Law 24 December 2012 n. 228 published in the Italian Official Gazette on 29 December 2012, introduced a tax on the transfer of Italian shares, and on the conclusions of derivatives and the transfer of securitised derivatives (such as covered warrants, warrants and certificates) whose underlying is mainly represented by Italian shares.

With respect to derivatives, (i) transactions in derivatives instruments, as defined by Art. 1(3) of Legislative Decree No. 58 of 24 February 1998 (the **"Italian Financial Act"**), connected to or the value of which is mainly linked to shares and other equity-like financial instruments issued by the Italian resident companies (collectively, the **"Italian Shares"**); and (ii) the transfer of securities, as defined by Art.1(1-bis), letter c) and d) of the Italian Financial Act, giving right to the holders to acquire or sell mainly Italian Shares or which determine a cash settlement mainly by reference to Italian Shares, are subject, to the tax.

Tax applies at fixed rates that vary depending on the financial instrument and on the value of the transaction. The fixed rate tax is applied regardless of where the transaction is executed and the residence of the parties. In case of physical settlement, the tax is also payable upon the transfer of ownership rights on the underlying instruments (if Italian Shares), in accordance with rules provided for equities instruments.

The above mentioned tax shall apply with respect to derivatives transactions as of 1 July 2013 and is due by each of the counterparties to the transaction.

3.7.9 EU Savings Directive

Under EC Directive 2003/48/EC on the taxation of savings income (the **EU Savings Directive**), Member States are required 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 or to certain limited types of entities established in that other Member State. However, 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 (the ending of such transitional period being dependent upon the conclusion of certain other agreements relating to information exchange with certain other countries). A number of non-EU countries and territories including Switzerland have adopted similar measures.

The European Commission has proposed certain amendments to the Directive, which may, if implemented, amend or broaden the scope of the requirements described above.

Implementation in Italy of the EU Savings Directive

Italy has implemented the Savings Directive through Legislative Decree No. 84 of 18 April 2005 (Decree No. 84). Under Decree No. 84, subject to a number of important conditions being met, in the case of interest paid to individuals which qualify as beneficial owners of the interest payment and are resident for tax purposes in another Member State, Italian qualified paying agents shall not apply the withholding tax and shall report to the Italian Tax Authorities details of the relevant payments and personal information on the individual beneficial owner. Such information is transmitted by the Italian tax authorities to the competent foreign tax authorities of the State of residence of the beneficial owner.

3.8 The Netherlands

3.8.1 General

The following summary outlines the principal Netherlands tax consequences of the acquisition, holding, settlement, redemption and disposal of the Notes, but does not purport to be a comprehensive description of all Netherlands tax considerations in relation thereto. This summary is intended as general

information only for holders of Notes who are residents or deemed residents of the Netherlands for Netherlands tax purposes. Each prospective investor should consult a professional tax adviser with respect to the tax consequences of an investment in the Notes.

This summary is based on current tax legislation, published case law, tax treaties, regulations and published policy, in each case as in force as of the date of this Prospectus, and does not take into account any developments or amendments thereof after that date whether or not such developments or amendments have retroactive effect.

This summary does not address the Netherlands tax consequences for:

(i) holders of Notes holding a substantial interest (*aanmerkelijk belang*) or deemed substantial interest (*fictief aanmerkelijk belang*) in one of the Issuers and holders of Notes of whom a certain related person holds a substantial interest in one of the Issuers. Generally speaking, a substantial interest in one of the Issuers arises if a person, alone or, where such person is an individual, together with his or her partner or (blood) relative in a straight line (statutory defined terms), directly or indirectly, holds or is deemed to hold (i) an interest of 5% or more of the total issued capital of an Issuer or of 5% or more of the issued capital of a certain class of shares of an Issuer, (ii) rights to acquire, directly or indirectly, such interest or (iii) certain profit sharing rights in an Issuer;

(ii) investment institutions (*fiscale beleggingsinstellingen*); and

(iii) pension funds, exempt investment institutions (*vrijgestelde fiscale beleggingsinstellingen*) or other entities that are exempt from Netherlands corporate income tax.

Where this summary refers to a holder of Notes, such reference is restricted to a holder holding legal title as well as an economic interest in such Notes.

For the purpose of the Netherlands tax consequences described herein, it is assumed that none of the Issuers is a resident or deemed to be a resident of the Netherlands for Netherlands tax purposes.

3.8.2 Netherlands withholding tax

All payments made by an Issuer under the Notes may be made free of withholding or deduction for any taxes of whatsoever nature imposed, levied, withheld or assessed by the Netherlands or any political subdivision or taxing authority thereof or therein.

3.8.3 Netherlands corporate and individual income tax

If a holder is a resident or deemed to be a resident of the Netherlands for Netherlands tax purposes and is fully subject to Netherlands corporate income tax or is only subject to Netherlands corporate income tax in respect of an enterprise to which the Notes are attributable, income derived from the Notes and gains realised upon the redemption, settlement or disposal of the Notes are generally taxable in the Netherlands (standard corporate income tax rate is 25% but a tax rate of 20% applies to the first € 200,000 of the taxable income).

If an individual holder is a resident or deemed to be a resident of the Netherlands for Netherlands tax purposes (including an individual holder who has opted to be taxed as a resident of the Netherlands), income derived from the Notes and gains realised upon the redemption, settlement or disposal of the Notes are taxable at progressive rates (up to a maximum rate of 52%) under the Netherlands income tax act 2001 (*Wet inkomstenbelasting 2001*), if:

(i) the is an entrepreneur (*ondernemer*) and has an enterprise to which the Notes are attributable or the holder has, other than as a shareholder, a co-entitlement to the net worth of an enterprise (*medegerechtigde*), to which enterprise the Notes are attributable; or

(ii) such income or gains qualify as income from miscellaneous activities (*resultaat uit overige werkzaamheden*), which include the performance of activities with respect to the Notes that exceed regular, active portfolio management (*normaal, actief vermogensbeheer*).

If neither condition 3.8.3(i) nor condition 3.8.3(ii) applies to the holder of the Notes, taxable income with regard to the Notes must be determined on the basis of a deemed return on income from savings and investments (sparen en beleggen), rather than on the basis of income actually received or gains actually realised. This deemed return on income from savings and investments have been fixed at a rate of 4% of the individual's yield basis (rendementsgrondslag) at the beginning of the calendar year, insofar as the individual's yield basis exceeds a certain threshold (in 2013 amounts to EUR 21,139 per person per annum). The individual's yield basis is determined as the fair market value of certain qualifying assets held by the holder of the Notes less the fair market value of certain qualifying liabilities on 1st January. The fair market value of the Notes will be included as an asset in the individual's yield basis. The 4% deemed return on income from savings and investments will be taxed at a rate of 30%.

3.8.4 Netherlands gift and inheritance tax

Generally, gift and inheritance tax will be due in the Netherlands in respect of the acquisition of the Notes by way of a gift by, or on behalf of, or on the death of, a holder that is a resident or deemed to be a resident of the Netherlands for the purposes of Netherlands gift and inheritance tax at the time of the gift or his or her death. A gift made under a condition precedent is deemed to be made at the time the condition precedent is fulfilled and is subject to Dutch gift and inheritance tax if the donor is a (deemed) resident of the Netherlands at that time.

A holder of Dutch nationality is deemed to be a resident of the Netherlands for the purposes of the Netherlands gift and inheritance tax if he or she has been resident in the Netherlands and dies or makes a donation within ten years after leaving the Netherlands. A holder of any other nationality is deemed to be a resident of the Netherlands for the purposes of the Netherlands gift tax if he or she has been resident in the Netherlands and makes a donation within a twelve months period after leaving the Netherlands. The same twelve-month rule may apply to entities that have transferred their seat of residence out of the Netherlands.

3.8.5 Netherlands value added tax

In general, no value added tax will arise in respect of payments in consideration for the issue of the Notes or in respect of a cash payment made under the Notes, or in respect of a transfer of Notes.

3.8.6 Other Netherlands taxes and duties

No registration tax, customs duty, transfer tax, stamp duty or any other similar documentary tax or duty will be payable in the Netherlands by a holder in respect of or in connection with the subscription, issue, placement, allotment, delivery or transfer of the Notes.

3.8.7 EU Savings Directive

Under European Council Directive 2003/48/EC on the taxation of savings income, Member States are required 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 or to certain limited types of entities established in that other Member State. However, 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 (the ending of such transitional period being dependent upon the conclusion of certain other agreements relating to information exchange with certain other countries). A number of non-EU countries and territories including Switzerland have adopted similar measures.

The European Commission has proposed certain amendments to the Directive, which may, if implemented, amend or broaden the scope of the requirements described above.

3.9 Norway

The following is a summary of certain Norwegian tax consequences for holders of the Notes who are resident in Norway for tax purposes. The summary is based on legislation as at the date of this document and is intended to provide general information only. The tax treatment of each Noteholder partly depends on the holder's specific situation. Each investor should consult a tax adviser as to the tax consequences relating to their particular circumstances resulting from holding Notes.

Any changes to applicable tax laws may have a retrospective effect.

3.9.1 Taxation of Noteholders resident in Norway

3.9.1.1 *Taxation of return on the Notes prior to disposal or redemption*

Any kind of return received on the Notes prior to disposal or redemption is taxable as "ordinary income" subject to the flat rate of 28 per cent. For taxpayers with a statutory obligation to keep accounting records interest is taxed on an accruals basis (i.e. regardless of when the return is actually paid). For other taxpayers accrued interest is as the main rule taxed when the interest is actually paid.

3.9.1.2 *Taxation upon disposal or redemption of the Notes*

Redemption at the end of the term as well as prior disposal is treated as realisation of the Notes and will trigger a capital gain or loss. Capital gains will be taxable as "ordinary income", subject to the flat rate of 28 per cent. Losses will be deductible in the Noteholder's "ordinary income", taxed at the same tax rate.

Any capital gain or loss is computed as the difference between the amount received by the Noteholder on realisation and the cost price of the Notes. The taxable gain is calculated in Norwegian kroner. The amounts received are converted to Norwegian kroner at the foreign exchange rate at the time of realisation. The cost price is equal to the price for which the Noteholder acquired the Notes, at the foreign exchange rate at the time of acquisition. Costs incurred in connection with the acquisition and realisation of the Notes may be deducted from the Noteholder's taxable income in the year of the realisation.

3.9.1.3 *Taxation of gains and deduction of losses regarding foreign currency exchange*

Any gains or losses derived from foreign currency exchange are taxable in the income year of realisation of the Note.

Special rules regarding deduction of unrealised losses on foreign currency claims apply for taxpayers with a statutory obligation to keep accounting records. For short dated Notes, with a maturity date within less than a year, and long-term Notes, with a maturity date of more than a year, any unrealized loss is tax deductible. The loss is calculated as fair market value less the cost price. For long-term Notes such taxpayer shall enter as income any unrealised foreign exchange gains related to the Note, to the same extent that the taxpayer has deducted a unrealised foreign exchange loss on the same Note in previous years. Gains or loss are calculated as fair market value less the cost price.

3.9.1.4 *Tax credit*

If the Note issuer's resident state applies withholding tax on interest payments, and the application of such withholding tax is not in conflict with a tax treaty between the Note issuer's resident state and Norway, the holder of the Note may claim tax credit in Norway, i.e. deduct taxes paid in that other state from taxes payable in Norway. Limitations may apply.

3.9.1.5 *Net wealth taxation*

The value of the Notes at the end of each income year will be included in the computation of the Noteholder's taxable net wealth for municipal and state net wealth tax purposes. Listed bonds are valued at their quoted value on 1 January in the assessment year, while non-listed bonds are valued at their estimated market value on 1 January in the assessment year. The marginal tax rate is currently 1.1 per cent.

Limited companies and similar entities are not subject to net wealth taxation.

3.9.1.6 *Transfer taxes etc. – VAT*

There are currently no Norwegian transfer taxes, stamp duty or similar taxes connected to purchase, disposal or redemption of the Notes. Further, there is no VAT on transfer of the Notes.

3.10 Portugal

The following is a summary of the principal Portuguese tax issues at the date hereof in relation to certain aspects of Portuguese taxation on payments of principal and interest in respect of the Notes. The statements do not deal with other Portuguese tax aspects regarding the Notes and relate only to the position of persons who are absolute beneficial owners of the Notes. The following is a general guide, does not constitute tax or legal advice and should be treated with appropriate caution. Noteholders who are in any doubt as to their tax position should consult their professional advisers.

Noteholders who may be liable to taxation in jurisdictions other than Portugal in respect of their acquisition, holding or disposal of the Notes are particularly advised to consult their professional advisers as to whether they are so liable (and if so under the laws of which jurisdictions). In particular, Noteholders should be aware that they may be liable to taxation under the laws of Portugal and of other jurisdictions in relation to payments in respect of the Notes even if such payments may be made without withholding or deduction for or on account of taxation under the laws of Portugal.

The references to "interest", "investment income" and "capital gains" in the paragraphs below means "interest", "investment income" and "capital gains" as understood in Portuguese tax law. The statements below do not take any account of any different definitions of "interest" or "investment income" which may prevail under any other law or which may be created by the Conditions or any related documentation.

3.10.1 Noteholder's Income Tax

Income generated by the holding (distributions) and transfer of the Notes is generally subject to the Portuguese tax regime for debt securities (*obrigações*).

Economic benefits derived from interest, amortisation, reimbursement premiums and other types of remuneration arising from the Notes are designated as investment income for Portuguese tax purposes.

3.10.1.1 *Withholding tax and autonomous taxation arising from the Notes*

Payments of principal on the Notes are not subject to Portuguese withholding tax. For these purposes, principal shall mean all payments carried out without any remuneration component.

Corporate entities

Under current Portuguese law, investment income payments in respect of the Notes made to Portuguese tax resident companies and by non-resident legal persons with a permanent establishment in Portugal to which the investment income is attributable are included in their taxable income and are subject to corporate tax at a rate of 25 per cent. A municipal surcharge (*"derrama municipal"*) of up to 1.5 per cent. may also be due over the Noteholders taxable profits. A State Surcharge (*"derrama*

estadual") is due at a rate of 3 per cent due on the part of the Noteholders taxable profits exceeding € 1.500.000 up to € 10.000.000 and of 5 per cent on the part of the taxable profits exceeding € 10.000.000.

Individuals

As regards investment income on the Notes made to Portuguese tax resident individuals, they are subject to personal income tax which shall be withheld at the current final withholding rate of 25 per cent. if there is a Portuguese resident paying agent, unless the individual elects to include it in his taxable income, subject to tax at progressive rates of up to 46.5 per cent. In this case, the tax withheld is deemed to be a payment on account of the final tax due. An additional income tax rate of 2.5 per cent that will be due on the part of the taxable income exceeding € 153.300.

Interest payments due by non resident entities to Portuguese tax resident individuals are subject to an autonomous taxation at a rate of 25 per cent. whenever those payments are not subject to Portuguese withholding tax.

Investment income paid or made available (*colocado à disposição*) to accounts in the name of one or more accountholders acting on account of unidentified third parties is subject to a final withholding tax at 30 per cent., unless the beneficial owner of the income is identified and as a consequence the applicable tax rates to such beneficial owner will apply.

A final withholding tax at a rate of 30 per cent. applies in case of investment income payments made by an entity resident in a country, territory or region subject to a clearly more favourable tax regime included in the "low tax jurisdictions" list approved by Ministerial order (Portaria) no. 150/2004 of 13 February, amended by Ministerial Order (Portaria) 292/2011, November 8 2011, which are made available (*colocado à disposição*) to individuals by a Portuguese resident paying agent.

Investment income payments made by an entity resident in a country, territory or region subject to a clearly more favourable tax regime included in the "low tax jurisdictions" list approved by Ministerial order (Portaria) no. 150/2004 of 13 February, amended by Ministerial Order (Portaria) 292/2011, November 8 2011 are subject to an autonomous taxation at a rate of 30 per cent. whenever those payments are not subject to Portuguese withholding tax.

3.10.1.2 *Capital gains arising from the transfer of Notes*

Corporate entities

Capital gains obtained with the transfer of the Notes by legal persons resident for tax purposes in Portugal and by non-resident legal persons with a permanent establishment in Portugal to which the capital gains are attributable are included in their taxable income and are subject to corporate tax at a rate of 25 per cent. A municipal surcharge (*"derrama municipal"*) of up to 1.5 per cent. may also be due over the Noteholders taxable profits. A State Surcharge (*"derrama estadual"*) is due at a rate of 3 per cent due on the part of the taxable profits exceeding € 1.500.000 up to € 10.000.000 and of 5 per cent on the part of the taxable profits exceeding € 10.000.000.

Individuals

Capital gains obtained by Portuguese resident individuals on the transfer of Notes are taxed at a special tax rate of 25 per cent. levied on the positive difference between the capital gains and capital losses of each year. In this respect, an income tax exemption applies if the annual positive difference obtained with the transfer of shares, bonds and other debt securities does not exceed €500. Accrued interest does not qualify as capital gains for tax purposes.

3.10.1.3 *Stamp tax*

Corporate entities

The acquisition through gift or inheritance of Notes by a Portuguese resident legal person or non-resident acting through a Portuguese permanent establishment although not subject to stamp tax is subject to corporate income tax at a rate of 25 per cent. A municipal surcharge (*"derrama municipal"*) of up to 1.5 per cent. may also be due over the Noteholders taxable profits. A State Surcharge (*"derrama estadual"*) is due at a rate of 3 per cent due on the part of the taxable profits exceeding € 1.500.000 up to € 10.000.000 and of 5 per cent on the part of the taxable profits exceeding € 10.000.000.

Individuals

No stamp tax applies to the acquisition through gift or inheritance of Notes by an individual.

3.10.2 EU Savings Directive

Portugal has implemented the European Council Directive 2003/48/EC of 3 June 2003 on taxation savings income into the Portuguese law through Decree-Law no 62/2005, of 11 March 2005, as amended by Law no 39–A/2005, of 29 July 2005.

3.11 Spain

The following summary is of a general nature and is included herein solely for information purposes. It is based on the laws presently in force in Spain (applicable in Spain mainland, except Basque Country and Navarra), though it is not intended to be, nor should it be construed to be, legal or tax advice. This section does not constitute a complete description of all the tax issues that may be relevant in making the decision to invest in the Notes or of all the tax consequences that may derive from the subscription, acquisition, holding, transfer, redemption or reimbursement of the Notes and does not purport to describe the tax consequences applicable to categories of investors subject to special tax rules. Prospective investors in the Notes should therefore consult their own professional advisers as to the effects of state, local or foreign laws, including Spanish tax law, to which they may be subject.

3.11.1 Individuals with Tax Residence in Spain

3.11.1.1 *Personal Income Tax*

Personal Income Tax is levied on an annual basis on the worldwide income obtained by Spanish resident individuals, whatever the source is and wherever the relevant payer is established. Therefore any income that Spanish holders of the Notes may receive under the Notes will be subject to Spanish taxation.

Both interest periodically received and income arising on the disposal, redemption or reimbursement of the Notes obtained by individuals who are tax resident in Spain will be regarded as financial income for tax purposes (i.e. a return on investment derived from the transfer of own capital to third parties).

Both types of income will be included in the savings part of the taxable income subject to Personal Income Tax at the rate of 19% on the first EUR 6,000, and on a 21% rate on any excess. However, for tax years 2012 and 2013, the tax rates are increased to 21% on the first EUR 6,000, to 25% on income between EUR 6,000.01 and EUR 24,000 and to 27% on any excess income.

Spanish holders of the Notes shall compute the gross interest obtained in the savings part of the taxable base of the tax period in which it is due, including amounts withheld, if any.

Income arising on the disposal, redemption or reimbursement of the Notes will be calculated as the difference between: (a) their disposal, redemption or reimbursement value; and (b) their acquisition or

subscription value. Costs and expenses effectively borne on the acquisition and transfer of the Notes may be taken into account for calculating the relevant taxable income, provided that they can be duly justified.

Losses that may derive from the transfer of the Notes cannot be offset if the investor acquires homogeneous securities within the two-month period prior or subsequent to the transfer of the Notes, until he/she transfers such homogeneous securities.

Additionally, tax credits for the avoidance of international double taxation may apply in respect of taxes paid outside Spain on income deriving from the Notes, if any.

3.11.1.2 *Wealth Tax*

Individuals who are Spanish tax residents are subject to an annual Wealth Tax on their total net wealth on 31 December, regardless of the location of their assets (such as the Notes) or of where their rights may be exercised. However, according to Law 4/2008 of 23 December, taxpayers benefit from a 100 per cent allowance on their Wealth Tax liability as from 2008. Nevertheless only for 2011, 2012 and 2013 tax years the Wealth Tax has been restated. However certain autonomies have maintained the allowance so that in practical terms this means that taxpayers from those territories are effectively tax exempt from Wealth Tax.

3.11.1.3 *Inheritance and Gift Tax*

Inheritance and Gift Tax is levied on individuals' heirs and donees resident in Spain for tax purposes. It is calculated taking into account several circumstances, such as the age and previous net worth of the heir or donee and the kinship with the deceased person or donor. The applicable tax rate currently ranges between 7.65 and 34 per cent depending on the particular circumstances, although the final tax payable may increase up to 81.6 per cent. This is nevertheless subject to the specific rules passed by the relevant Spanish regions with respect to this tax.

3.11.2 Legal Entities with Tax Residence in Spain

3.11.2.1 *Corporate Income Tax*

Both interest periodically received and income arising on the disposal, redemption or reimbursement of the Notes obtained by entities which are resident for tax purposes in Spain shall be computed as taxable income of the tax period in which they accrue.

The general tax rate for limited liability companies is currently 30 per cent. However, small sized companies (those companies whose net business income is lower than €10,000,000) can benefit from the reduced tax rate of 25 per cent on the first €300,000 of their taxable profits. In addition to this and for the tax period starting in 2011, 2012 and 2013, companies with a net business income lower than €5,000,000 and an average staff of fewer then 25 employees could benefit from the reduced rate of 20 per cent on the first €300,000 of their taxable profits, being the rest of the taxable profits subject to a tax rate of 25 per cent. Special rates apply in respect of certain types of entities (such as qualifying collective investment institutions).

Tax credits for the avoidance of international double taxation may apply in respect of taxes paid outside Spain on income deriving from the Notes, if any.

3.11.3 Individuals and legal entities with no Tax Residence in Spain

A non-resident holder of Notes, who has a permanent establishment in Spain to which such Notes are attributable, is subject to Spanish Non-Residents' Income Tax on any income under the Notes, including both interest periodically received and income arising on the disposal, redemption or reimbursement of the Notes. In general terms, the tax rules applicable to individuals and legal entities with no tax

residence in Spain but acting through a permanent establishment in Spain are the same as those applicable to Corporate Income taxpayers.

3.11.4 Spanish withholding tax

Where a financial institution (either resident in Spain or acting through a permanent establishment in Spain) acts as depositary of the Notes or intervenes as manager in the collection of any income under the Notes, such financial institution will be responsible for making the relevant withholding on account of Spanish tax on any income deriving from the Notes. The current withholding tax rate in Spain is 21 per cent (the withholding tax rate applicable has been increased from 19% to 21% as from January 1, 2012 and until December 31, 2013). Amounts withheld in Spain, if any, can be credited against the final Spanish Personal Income Tax liability, in the case of Spanish tax resident individuals, or against final Spanish Corporate Income Tax liability, in the case of Spanish corporate, or against final Non-Residents' Income Tax, in the case of a Spanish permanent establishment of a non-resident holder of the Notes. However, holders of the Notes who are Corporate Income Taxpayers or Non-Residents' Income Taxpayers acting through a permanent establishment in Spain to which the Notes are attributable can benefit from a withholding tax exemption when the Notes are listed in an OECD official stock exchange. This will be the case as the Notes are expected to trade on the Luxembourg Stock Exchange's regulated market.

Furthermore, such financial institution may become obliged to comply with the formalities set out in the Regulations on Spanish Personal Income Tax (Royal Decree 439/2007, of 30 March) and Corporate Income Tax (Royal Decree 1777/2004, of 30 July) when intervening in the transfer or reimbursement of the Notes.

3.11.5 Indirect taxation

As a general rule, the acquisition, transfer, redemption, reimbursement and exchange of the Notes will be exempt from Transfer Tax and Stamp Duty as well as Value Added Tax.

3.12 Sweden

The following summary of certain tax issues that may arise as a result of holding Notes is based on current Swedish tax legislation and is intended only as general information for holders of Notes who are resident in Sweden for tax purposes, unless otherwise indicated. This description does not deal comprehensively with all tax consequences that may occur for holders of Notes, nor does it cover the specific rules where Notes are held by a partnership or as current assets in a business operation. Special tax consequences that are not described below may also apply for certain categories of taxpayers, including investment companies and mutual funds. Prospective applicants for Notes should consult their own tax advisers for information with respect to the special tax consequences that may arise as a result of holding Notes, including the applicability and effect of foreign income tax rules, provisions contained in double taxation treaties and other rules which may be applicable.

3.12.1 Taxation of Individuals Resident in Sweden

Capital Gains and Losses

Individuals who sell their Notes, or have their Notes redeemed or bought back, are subject to capital gains tax. The tax rate is 30%.

The capital gain or loss is calculated as the difference between the sales (or redemption) proceeds, after deduction of sales costs, and the Notes' acquisition cost for tax purposes. The acquisition cost is determined according to the "average method". This means that the costs of acquiring all Notes of the same type and class as the sold Notes are added together and the average acquisition cost is calculated collectively, with respect to changes to the holding.

Gains or losses on currency exchange rate fluctuations may arise in relation to Notes where the sales proceeds received are in a foreign currency. However, no special calculations are required if the sales proceeds are exchanged into SEK within 30 days from the time of disposal. In such case, the exchange rate on the date of exchange shall be used when calculating the value of the sales proceeds. The exchange rate on the date of acquisition is generally used when determining the acquisition cost for tax purposes.

The Notes could be defined as;

(a) listed shares and other listed securities that are taxed in the same manner as shares (Sw. *delägarrätt*);

(b) receivables (Sw. *fordringsrätt*); or

(c) non-financial items (Sw. *andra tillgångar*).

As a general rule, 70% of a capital loss is deductible against any other taxable income from capital. However, capital losses on listed Swedish receivables are fully deductible in the income from capital category. According to Swedish case law, full deductibility also applies to capital losses on listed foreign receivables.

Capital losses on listed shares and other listed securities that are taxed in the same manner as shares (except for listed shares in mutual funds containing only Swedish receivables), are fully deductible against taxable gains on such assets and on non-listed shares in Swedish limited liability companies and foreign legal entities. On non-listed shares in Swedish limited liability companies and foreign legal entities only five sixths of capital losses are deductible. If capital losses pertain to both listed and non-listed shares, the losses pertaining to the listed shares are deductible prior to the losses on the non-listed shares. 70% of any excess amount is deductible according to the general rule or five sixths of 70% is deductible if the capital loss relates to non-listed shares. Capital losses on listed shares in mutual funds containing only Swedish receivables are fully deductible in the income from capital category.

If a deductible deficit arises in the income from capital category, a reduction of the tax on income from employment and from business operations, as well as the tax on real estate and the municipal real estate fee, is allowed. The tax reduction is 30% of any part of the deficit not exceeding SEK 100,000 and 21% of any part of the deficit in excess of SEK 100,000. Deficits may not be carried forward to a subsequent fiscal year.

Interest/Dividends

Any interest or dividend income received by an individual holder during the life of a financial instrument is subject to Swedish tax at a tax rate of 30% in the income from capital category. Interest and dividends are taxable when the income can be disposed of.

There are no specific Swedish tax rules defining what constitutes debt or equity, nor is there a definition of interest. However, where a payment during the life of the instrument is made at the discretion of the Issuer, such payment should generally be considered a dividend. It is further generally held, that where the terms and conditions of the instrument provide for payments to be made under predetermined circumstances established by the terms and conditions and no shareholder meeting is required to determine the payment, such payment should be considered interest.

3.12.2 Taxation of Swedish Legal Entities

Limited liability companies and other legal entities (except partnerships and estates of deceased persons) are normally taxed on all income (including income from the sale, redemption or repayment of

the Notes) as income from business operations at a flat rate of 22% (the tax rate is 26.3% for fiscal years commencing prior to 1 January 2013).

Regarding the calculation of capital gains or losses, see section "Taxation of Individuals Resident in Sweden" above. However, for legal entities, interest income and currency exchange fluctuations are normally taxable, or deductible, as the case may be, on an accrual basis. Note that capital losses on non-financial items (Sw. *annan tillgång*) are fully deductible for tax purposes when the holder is a legal entity.

Tax deductible capital losses on receivables incurred by a limited liability companies and certain other legal entities are normally fully deductible against any taxable income.

Specific rules may apply to Notes held as a hedge for foreign currency exposure.

3.12.3 Taxation of holders of Notes residing outside of Sweden

Payments of any principal amount or any amount that is considered to be interest or dividends for Swedish tax purposes to holders of Notes who are not fiscally resident in Sweden and who are not engaged in trade or business in Sweden through permanent establishments are not subject to Swedish income tax. A person is resident in Sweden for Swedish tax purposes if it (a) is domiciled in Sweden; (b) has its habitual abode in Sweden; or (c) has been domiciled earlier in Sweden and, after having moved abroad, continues to have an essential connection with Sweden.

Swedish withholding tax, or Swedish tax deduction, is not imposed on payments of any principal amount or any amount that is considered to be interest for Swedish tax purposes to a non-resident holder of Notes.

Unless an exemption applies, Swedish dividend withholding tax (Sw. *kupongskatt*) at a rate of 30% is payable on dividends paid by companies incorporated and duly registered in Sweden under the Swedish Companies Act to non-resident shareholders who are entitled to receive the dividends. Depending on the shareholder's circumstances and residency, it may be possible to reduce the withholding tax rate or exempt dividends from withholding tax under Swedish domestic law or the applicable tax treaty.

A reduction of share capital by redemption of shares resulting in a payment to shareholders is as a main rule deemed to be a dividend for Swedish withholding tax purposes. This applies also to buy back schemes where the offer to buy back has been made to all shareholders. The withholding tax can be recovered from the Swedish Tax Agency and an application must be filed with the Tax Agency. The withholding tax is calculated as an amount corresponding to the difference between the repayment to the shareholder and the shareholder's acquisition cost for the redeemed shares. In case of listed shares, the acquisition cost may be set to 20% of the amount repaid to the shareholder.

Holders of Notes who are not fiscally resident in Sweden and who are not carrying on business operations from a permanent establishment in Sweden are generally not liable for Swedish capital gains taxation on the disposal of Notes. The holders may be subject to tax in their country of residence.

As far as non-resident individuals are concerned, capital gains on the sale of certain securities may in some cases be subject to Swedish tax if the individual has been resident or permanently lived in Sweden at any time during the calendar year of the sale or any of the ten preceding calendar years. The application of this provision is, in many cases, limited by tax treaties for the avoidance of double taxation, which Sweden has concluded with other countries.

3.12.4 Other

Sweden does not levy any net wealth tax and there are no transfer taxes on transfers of financial instruments.

3.13 Switzerland

The following is a summary based on legislation as of the date of this Base Prospectus. It does not aim to be a comprehensive description of all the Swiss tax considerations that may be relevant for a decision to invest in the Notes. The tax treatment for each investor depends on the particular situation. All investors are advised to consult with their professional tax advisers as to the respective Swiss tax consequences of the purchase, ownership, disposition, lapse, exercise or redemption of Notes in light of their particular circumstances.

3.13.1 Stamp taxes

3.13.1.1 *Swiss federal securities turnover tax*

Dealings in Notes which classify as pure derivative financial instruments (such as pure call and put options, including low exercise price options with a maturity not exceeding twelve months, pure futures with a maximal pre-financing of 25 per cent., static certificates replicating an index or a basket of at least five shares and with a fixed maturity or an annual redemption right) are not subject to the Swiss federal securities turnover tax.

Dealings in Notes which have been issued by an issuer outside of Switzerland and which classify as structured instruments, share-like instruments (including low exercise price options on shares with a maturity exceeding twelve months) or fund-like instruments are subject to Swiss federal securities turnover tax of 0.3 per cent. on the consideration paid, however, only if a Swiss securities dealer (as defined in the Swiss federal stamp tax act) is a party or an intermediary to the transaction and no exemption applies.

The delivery of an underlying security at exercise or redemption to the holder of the Notes is subject to Swiss federal securities turnover tax of 0.3 per cent. in case a security issued by an issuer outside Switzerland is delivered and of 0.15 per cent. in case a security issued by a Swiss domestic issuer is delivered, however, in each case, only if a Swiss domestic securities dealer (as defined in the Swiss federal stamp tax act) is a party or an intermediary to the transaction and no exemption applies.

3.13.1.2 *Swiss withholding tax*

Payments on a Note are not subject to Swiss federal withholding tax provided that the respective Issuer is at all times resident and managed outside Switzerland for Swiss tax purposes.

3.13.2 Income taxation

3.13.2.1 *Non-Swiss resident holders*

A holder of a Note who is not resident in Switzerland and who during the taxation year has not engaged in trade or business carried on through a permanent establishment or a fixed place of business in Switzerland, and who is not subject to income taxation in Switzerland for any other reason, will not be subject to any income tax in Switzerland.

3.13.2.2 *Notes held as private assets by a Swiss resident holder*

Structured derivative financial instruments:

If a Note classifies as a structured derivative financial instrument, its income taxation depends on whether the bond and the derivative financial instrument(s) embedded therein are recorded separately from each other and whether the Note classifies as a structured instrument with or without a predominant one-time interest payment:

Non-transparent structured derivative financial instruments:

If the embedded bond is not recorded separately from the embedded derivative financial instrument(s), the Note classifies as non-transparent structured instrument and any return over the initial investment classifies as a taxable interest payment. Non-transparent derivative financial instruments generally include a predominant one-time interest payment and are taxed in accordance with the principles set forth below under "Bonds with a predominant one-time interest payment".

Transparent structured derivative financial instruments without a predominant one-time interest payment:

If the embedded bond is recorded separately from the embedded derivative financial instrument(s) and the yield-to-maturity predominantly derives from periodic interest payments and not from a one-time interest payment (see below "—Transparent structured derivative financial instruments with a predominant one-time interest payment"), then any periodic interest payment and the one-time interest payment are taxed when payable to the holder of the Note. A gain, including interest accrued, or a loss, respectively, realised on the sale of a Note is a tax-free private capital gain, or a non-tax-deductible private capital loss, respectively.

Transparent structured derivative financial instruments with a predominant one-time interest payment:

If the embedded bond is recorded separately from the embedded derivative financial instrument(s) and the yield-to-maturity predominantly derives from a one-time interest payment such as an original issue discount or a repayment premium and not from periodic interest payments, then any periodic interest payments and, in addition, on the sale or redemption of the Note, the difference between the value of the embedded bond at redemption or sale, as applicable, and its value at issuance or secondary market purchase, as applicable, converted, in each case, into Swiss Francs at the exchange rate prevailing at the time of redemption or sale, issuance or purchase, respectively (modified differential taxation method) constitutes taxable income. A value decrease on the embedded bond respectively realised on the sale or redemption of the Note may be offset against any gains (including periodic interest payments) realised within the same taxation period from all instruments with a predominant one-time interest payment. Any residual return realised on the embedded derivative financial instrument(s) is a tax-free private capital gain, and any residual loss is a non-tax-deductible private capital loss, respectively.

Bonds without a predominant one-time interest payment:

If a Note classifies as a pure bond without a predominant one-time interest payment (the yield-to-maturity predominantly derives from periodic interest payments and not from a one-time interest payment), Swiss resident private investors will be taxed on the periodic and on the one-time interest payments, each converted into Swiss Francs at the exchange rate prevailing at the time they become due. A gain, including interest accrued, or a loss, respectively, realised on the sale of a Note is a tax-free private capital gain, or a non-tax-deductible private capital loss, respectively.

Bonds with a predominant one-time interest payment:

If a Note classifies as a pure bond with a predominant one-time interest payment (the yield-to-maturity predominantly derives from a one-time-interest-payment such as an original issue discount or a repayment premium and not from periodic interest payments), Swiss resident private investors will be taxed on any gain, including capital and foreign exchange gains, realised on the Notes (differential taxation method).

Pure derivative financial instruments:

A capital gain realised by an individual on the sale or redemption of a Note which classifies as a pure derivative financial instrument (such as pure call and put options, including low exercise price options with a maturity not exceeding one year, pure futures with a maximum pre-financing of 25 per cent., static certificates replicating an index or a basket of at least five shares and with a fixed maturity or an annual

redemption right) and which is held as part of their private assets constitutes a tax-free private capital gain. A capital loss realised analogously on the sale or redemption of a Note cannot be set off against taxable income. Periodic and one-time dividend equalisation payments on a Note which is a pure derivative financial instrument constitute taxable investment income.

Low Exercise Price Options (LEPOs):

According to the current practice of the Swiss federal tax administration low exercise price options are given if the underlying of a call option has been pre-financed by at least 50 per cent. at the time of issuance. For low exercise price options with a maturity exceeding one year the interest component of the low exercise price option (i.e. issue discount) constitutes taxable investment income. Notes replicating an index or a basket of less than five shares are for Swiss tax purposes regarded as LEPOs.

Fund-like instrument:

A Note classified as a fund-like instrument will be considered a pass-through instrument for Swiss tax purposes if dividend and interest income (less attributable costs) from, and capital gains and losses (less attributable costs) realised on, the underlying investments, are reported and distributed separately. Under such conditions, an individual holding a fund-like instrument as part of his private assets only receives taxable income (which he or she must report annually) over such portion of the distributions (in case the fund is distributing the income realised on the underlying investments) or earnings credits (in case the fund is reinvesting the income realised on the underlying investment) as derived from dividends and interest (less attributable costs) on the underlying instruments. Any distributions or credits deriving from capital gains realised on the underlying investments constitute a tax-free private capital gain, and any respective loss a non-tax-deductible private capital loss. Any gain or loss realised within a taxation period on the sale of a fund-like instrument (including accrued dividends and interest) is exempt from income taxation as non-taxable private capital gain or non-tax-deductible private capital loss.

3.13.2.3 *Instruments held as assets of a Swiss business*

Corporate entities and individuals who hold Notes as part of a trade or business in Switzerland, in the case of residents abroad carried on through a permanent establishment or a fixed place of business in Switzerland, are required to recognise any payments on, and any capital gains or losses realised on the sale or redemption of, such Notes (irrespective of their classification) in their income statement for the respective taxation period and will be taxed on any net taxable earnings for such period.

The same taxation treatment also applies to Swiss-resident individuals who, for income tax purposes, are classified as "professional securities dealers" for reasons of, *inter alia*, frequent dealing and leveraged investments in securities.

3.13.3 EU Savings Directive

An interest payment on a Note made by a Swiss paying agent to an individual resident in an EU Member State is subject to the EU savings tax. The tax is withheld at a rate of 35 per cent. on interest payments made, with the option of the individual to have the paying agent and Switzerland to provide to the tax authorities of the EU Member State the details of the interest payments in lieu of the withholding. The individual may be entitled to a tax credit or refund of the withholding, provided that he or she is the beneficial owner of the interest payments and certain other conditions are met.

3.13.4 Bilateral agreements (*Quellensteuerabkommen*)

Switzerland has signed agreements on a final withholding tax (*Quellensteuerabkommen*) with the United Kingdom and with Austria. Furthermore, it is expected that Switzerland will sign similar agreements with other countries in the near future. According to these agreements, the Swiss depository bank levies a final withholding tax on any investment income derived from a Note held with such Swiss depository bank, either directly or indirectly, by an individual resident in the a contracting state. The applicable final

withholding tax rate may vary depending on the applicable tax rate in the relevant contracting state and the type of realised investment income (dividend, interest, capital gain, etc.). Furthermore, the calculation of the income subject to a final withholding tax may vary depending on the applicable agreement. A person subject to a final withholding tax ("Relevant Person") may avoid such final withholding tax by expressly allowing its Swiss depository bank to report to the foreign tax authorities in the state of residence of the Relevant Person, amongst others, the identy of the Relevant Person and the amount the realised investment income in a certain period.

3.14 United Kingdom

The following applies only to persons who are the beneficial owners of Notes and is a summary of the Issuer's understanding of current law and practice in the United Kingdom relating only to certain aspects of United Kingdom taxation. The United Kingdom tax treatment of prospective Noteholders and investors depends on their individual circumstances and may be subject to change in the future. Prospective Noteholders who may be subject to tax in a jurisdiction other than the United Kingdom or who may be unsure as to their tax position should seek their own professional advice.

3.14.1 Payment of interest on the Notes

Payments of interest on the Notes may be made by the relevant Issuer without withholding or deduction for or on account of United Kingdom income tax where such interest is not regarded as having a United Kingdom source for United Kingdom tax purposes. This will depend on the terms of the relevant Notes and prospective Noteholders should therefore take legal advice on the question of whether any particular Notes carry a right to United Kingdom source interest. In the case of interest on Notes which is regarded as having a United Kingdom source such payments of interest may be made by the Issuer without deduction of or withholding on account of United Kingdom income tax in the following circumstances:

a) where the Notes are listed on a "recognised stock exchange", within the meaning of section 1005 of the Income Tax Act 2007. The Luxembourg Stock Exchange is a recognised stock exchange. The Notes will satisfy this requirement if they are officially listed in Luxembourg in accordance with provisions corresponding to those generally applicable in EEA states and are admitted to trading on the Luxembourg Stock Exchange. Provided, therefore that the Notes remain so listed, interest on the Notes will be payable without withholding or deduction on account of United Kingdom tax;

b) where interest on the Notes is paid by a company and, at the time the payment is made, the Issuer reasonably believes (and any person by or through whom interest on the Notes is paid reasonably believes) that the beneficial owner is within the charge to United Kingdom corporation tax as regards the payment of interest; provided that HM Revenue and Customs (HMRC) has not given a direction (in circumstances where it has reasonable grounds to believe that the above exemption is not available in respect of such payment of interest at the time the payment is made) that the interest should be paid under deduction of tax;

c) where the maturity of the Notes is less than 365 days and those Notes do not form part of a scheme or arrangement of borrowing intended to be capable of remaining outstanding for more than 364 days.

In other cases, an amount must generally be withheld from payments of interest on the Notes on account of United Kingdom income tax at the basic rate (currently 20%). However, where an applicable double tax treaty provides for a lower rate of withholding tax (or for no tax to be withheld) in relation to a Noteholder, HMRC can issue a notice to the Issuer to pay interest to the Noteholder without deduction of tax (or for interest to be paid with tax deducted at the rate provided for in the relevant double tax treaty)HMRC has powers, in certain circumstances, to obtain information about: payments derived from securities (whether income or capital); certain payments of interest (including the amount payable on the redemption of a deeply discounted security); and securities transactions.

The persons from whom HMRC can obtain information include: a person who receives (or is entitled to receive) a payment derived from securities; a person who makes such a payment (received from, or paid on behalf of another person); a person by or through whom interest is paid or credited; a person who effects or is a party to securities transactions (which includes an issue of securities) on behalf of others; registrars or administrators in respect of securities transactions; and each registered or inscribed holder of securities.

The information HMRC can obtain includes: details of the beneficial owner of securities; details of the person for whom the securities are held, or the person to whom the payment is to be made (and, if more than one, their respective interests); information and documents relating to securities transactions; and, in relation to interest paid or credited on money received or retained in the United Kingdom, the identity of the security under which interest is paid. HMRC is generally not able to obtain information (under its power relating solely to interest) about a payment of interest to (or a receipt for) a person that is not an individual. This limitation does not apply to HMRC's power to obtain information about payments derived from securities.

HMRC has indicated that it will not use its information-gathering power on interest to obtain information about amounts payable on the redemption of deeply discounted securities which are paid before 6 April 2014.

In certain circumstances the information which HMRC has obtained using these powers may be exchanged with tax authorities in other jurisdictions.

3.14.2 EU Savings Directive

Under European Council Directive 2003/48/EC on the taxation of savings income, Member States are required, 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 or to certain limited types of entities established in that other Member State. However, 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 (the ending of such transitional period being dependent upon the conclusion of certain other agreements relating to information exchange with certain other countries). A number of non-EU countries and territories, including Switzerland, have agreed to adopt similar measures.

The European Commission has proposed certain amendments to the Directive, which may, if implemented amend or broaden the scope of the requirements described above.

3.15 United States

TO ENSURE COMPLIANCE WITH U.S. INTERNAL REVENUE SERVICE CIRCULAR 230, WE INFORM YOU THAT ANY TAX DISCUSSION HEREIN WAS NOT WRITTEN AND IS NOT INTENDED TO BE USED AND CANNOT BE USED BY ANY TAXPAYER FOR THE PURPOSES OF AVOIDING U.S. FEDERAL INCOME TAX PENALTIES THAT MAY BE IMPOSED ON THE TAXPAYER. ANY SUCH TAX DISCUSSION WAS WRITTEN TO SUPPORT THE PROMOTION OR MARKETING OF THE PROPOSALS DESCRIBED HEREIN. EACH TAXPAYER SHOULD SEEK ADVICE BASED ON THE TAXPAYER'S PARTICULAR CIRCUMSTANCES FROM AN INDEPENDENT TAX ADVISER.

The following is a summary of certain material U.S. federal income tax consequences of the ownership and disposition of the Notes by holders, but is not purported to be a complete analysis of all potential tax effects. This summary is based upon the Code, existing and proposed U.S. Treasury regulations promulgated thereunder, and published rulings and court decisions, all as in effect and existing on the date of this Base Prospectus and all of which are subject to change at any time with retrospective or prospective effect. This summary does not address the material U.S. federal income tax consequences of every type of Note which may be issued under the Programme, and the applicable Final Terms may

contain additional or modified disclosure concerning the material U.S. federal income tax consequences relevant to such type of Notes as are issued thereunder.

This summary is for general information only and does not address all of the tax consequences that may be relevant to holders. In addition, except to the extent explicitly provided below, this summary does not address any of the tax consequences to holders that may be subject to special rules, such as financial institutions, tax-exempt organisations, Non-U.S. Holders (as defined below), insurance companies, regulated investment companies, real estate investment trusts, personal holding companies, controlled foreign corporations, passive foreign investment companies, broker-dealers in securities or currencies, traders in securities that elect to use the mark-to-market method of accounting for their securities, U.S. Holders (as defined below) whose functional currency is not the U.S. dollar, entities classified as partnerships for U.S. federal income tax purposes, and non-resident alien individuals who have lost their U.S. citizenship or who have ceased to be treated as U.S. resident aliens. Further, this summary does not address:

- the U.S. federal income tax consequences to shareholders in, or partners or beneficiaries of, an entity that is a holder of the Notes;
- the U.S. federal gift or alternative minimum tax consequences of the acquisition, ownership or disposition of the Notes;
- persons that will hold the Notes as part of a position in a "straddle" or as part of a "constructive sale" or a "hedging," "conversion" or other integrated transaction;
- any tax consequences arising under any state, municipality, foreign country or other taxing jurisdiction; or
- holders that own, directly, indirectly or constructively, 10 per cent. or more of the voting shares of the Issuer.

A "U.S. Holder" means a beneficial owner of a Note that, for U.S. federal income tax purposes, is:

(a) an individual who is a citizen or individual resident of the United States, as defined in Section 7701(b) of the Code;

(b) a corporation, including any entity treated as a corporation for U.S. federal income tax purposes, created or organised in or under the laws of the United States, any state thereof or the District of Columbia;

(c) an estate the income of which is subject to U.S. federal income tax without regard to its source; or

(d) a trust if: (i) a court within the United States is able to exercise primary supervision over the administration of the trust, and one or more United States persons have the authority to control all substantial decisions of the trust; or (ii) such trust has a valid election in effect under applicable U.S. Treasury regulations to be treated as a United States person.

The term "Non-U.S. Holder" means a beneficial owner of a Note that is not a partnership, and that is, for U.S. federal income tax purposes, not a U.S. Holder. If a partnership holds the Notes, the tax treatment of a partner will generally depend upon the status of the partner and the activities of the partnership. Partners of partnerships holding the Notes should consult their tax advisers regarding the U.S. federal income tax consequences of acquiring, owning, exchanging and disposing of the Notes.

Prospective investors should consult their tax advisers regarding the U.S. federal, state, local and foreign tax consequences (and reporting requirements) of acquiring, owning and disposing of the Notes in light of such investor's own circumstances, including such investor's status as a U.S. Holder or Non-U.S. Holder, as well as any other estate, gift, or other tax consequences (or reporting requirements) that may arise under the laws of any state, local, foreign or other taxing jurisdiction.

The Issuer generally intends to treat the Notes issued under the Programme as debt for U.S. federal tax purposes, unless otherwise indicated in the applicable Final Terms. Certain Notes, however, such as Index Linked Notes or Notes with maturities in excess of 30 years, may be treated as equity or as financial contracts for U.S. federal income tax purposes. The tax treatment of Notes, to which a treatment other than as debt for U.S. federal tax purposes may apply, will be discussed in the applicable Final Terms.

The Final Terms for an issue of Notes may specify with respect to the issue of Notes to which it relates (and where relevant) the potential U.S. federal income tax consequences of the purchase, ownership, disposition, lapse and exercise of the Notes.

Holders may be subject to a variety of U.S. tax consequences depending on the subject and the terms of the Notes. Holders should consult their advisers about the tax consequences of purchasing Notes, particularly whether the Notes being acquired could be treated for U.S. tax purposes as debt instruments or as another type of financial instrument.

3.15.1 U.S. Holders

3.15.1.1 *Payment of Interest*

Interest on a Note, whether payable in U.S. dollars or a currency, composite currency or basket of currencies other than U.S. dollars (a **foreign currency**), other than interest on a "Discount Note" that is not "qualified stated interest" (each as defined below under "*Original Issue Discount —General*"), will be taxable to a U.S. Holder as ordinary income at the time it is received or accrued, depending on the holder's method of accounting for tax purposes. Interest paid by the Issuer on the Notes and OID (as defined below), if any, accrued with respect to the Notes (as described below under "*Original Issue Discount*") generally will constitute income from sources outside the United States subject to the rules regarding the U.S. foreign tax credit allowable to a U.S. Holder (and the limitations imposed thereon). Prospective purchasers should consult their tax advisers concerning the U.S. foreign tax credit implications of any payment of foreign taxes.

3.15.1.2 *Original Issue Discount*

General:

The following is a summary of the principal U.S. federal income tax consequences of the ownership of Notes issued with original issue discount (**OID**). The following summary does not discuss Notes that are characterised as contingent payment debt instruments for U.S. federal income tax purposes.

A Note, other than a Note with a term of one year or less (a **Short Term Note**), will be treated as issued with OID (a **Discount Note**) if the excess of the Note's "stated redemption price at maturity" over its issue price is equal to or more than a *de minimis* amount (0.25 per cent. of the Note's stated redemption price at maturity multiplied by the number of complete years to its maturity). Generally, the issue price of a Note will be the first price at which a substantial amount of Notes included in the issue of which the Note is a part is sold to persons other than bond houses, brokers, or similar persons or organisations acting in the capacity of underwriters, placement agents, or wholesalers. The stated redemption price at maturity of a Note will be the total of all payments to be made on the Note that are not payments of "qualified stated interest." A qualified stated interest payment is generally any one of a series of stated interest payments on a Note that are unconditionally payable at least annually at a single fixed rate, or a variable rate (as described below under "*Variable Interest Rate Notes*"), applied to the outstanding principal amount of the Note. Solely for the purpose of determining whether a Note has OID, the Issuer will be deemed to exercise any call option that has the effect of decreasing the yield on the Note, and the U.S. Holder will be deemed to exercise any put option that has the effect of increasing the yield on the Note. If a Note has de minimis OID, a U.S. Holder must include the de minimis amount in income as stated principal payments are made on the Note, unless the holder makes the election described below under "*Election to Treat All Interest as Original Issue Discount*".

In general, unless U.S. Holders of Discount Notes make a special election to treat all interest on the Discount Notes (including qualified stated interest) as OID, U.S. Holders of Discount Notes must include OID in gross income throughout the term of the Discount Notes (and in advance of the receipt of cash attributable to the income) using the "constant-yield method". Under the "constant yield method", the amount of OID to be included in income by a U.S. Holder of Discount Notes is the sum of the "daily portions" of OID with respect to the Discount Notes for each day during the taxable year or portion of the taxable year on which the U.S. Holder holds the Discount Notes (**accrued OID**). The daily portion is determined by allocating to each day in any accrual period a pro rata portion of the OID allocable to that accrual period. The accrual period is generally selected by the holder, provided that no accrual period may be longer than one year and each scheduled payment of interest or principal on the note must occur on either the first or final day of an accrual period. The amount of OID allocable to an accrual period other than the final accrual period equals the excess of (a) the product of the Discount Note's "adjusted issue price" at the beginning of the accrual period and the Discount Note's "yield to maturity" (determined on the basis of compounding at the close of each accrual period and properly adjusted for the length of the accrual period) over (b) the sum of the payments of qualified stated interest on the Note allocable to the accrual period.

The "adjusted issue price" of a Discount Note at the beginning of any accrual period is the issue price of the Note increased by (x) the amount of accrued OID for each prior accrual period and decreased by (y) the amount of any payments previously made on the Note that were not qualified stated interest payments. The Discount Note's "yield to maturity" is the discount rate that, when used in computing the present value of all principal and interest payments to be made under the Discount Note, produces an amount equal to the issue price of the Discount Note. The U.S. holder may compute the amount of OID allocable to an initial short accrual period by using any reasonable method if all other accrual periods, other than a final short accrual period, are of equal length.

The amount of OID allocable to the final accrual period is equal to the difference between (x) the amount payable at the maturity of the Discount Note (other than any payment of qualified stated interest), and (y) the Discount Note's adjusted issue price as of the beginning of the final accrual period.

Under these rules, a U.S. holder generally will have to include in income increasingly greater amounts of OID in successive accrual periods.

Acquisition Premium:

A U.S. Holder that purchases a Discount Note for an amount less than or equal to the sum of all amounts payable on the Note after the purchase date, other than payments of qualified stated interest, but in excess of its adjusted issue price (any such excess being **acquisition premium**) and that does not make the election described below under "*Election to Treat All Interest as Original Issue Discount*", is permitted to reduce the daily portions of OID by a fraction, the numerator of which is the excess of the U.S. Holder's adjusted basis in the Discount Note immediately after its purchase over the Discount Note's adjusted issue price, and the denominator of which is the excess of the sum of all amounts payable on the Note after the purchase date, other than payments of qualified stated interest, over the Discount Note's adjusted issue price.

Market Discount:

A Note, other than a Short Term Note, generally will be treated as purchased at a market discount (a **Market Discount Note**) if the Note's stated redemption price at maturity or, in the case of a Discount Note, the Note's "revised issue price", exceeds the amount for which the U.S. Holder purchased the Note by at least 0.25 per cent. of the Note's stated redemption price at maturity or revised issue price, respectively, multiplied by the number of complete years to the Note's maturity (or, in the case of a Note that is an instalment obligation, the Note's weighted average maturity). If this excess is not sufficient to cause the Note to be treated as a Market Discount Note, then the excess constitutes "de minimis market discount". For this purpose, the "revised issue price" of a Note generally equals its issue price,

increased by the amount of any OID that has accrued on the Note and decreased by the amount of any payments previously made on the Note that were not qualified stated interest payments.

Any gain recognised on the maturity or disposition of a Market Discount Note (including any payment on a Note that is not qualified stated interest) will be treated as ordinary income to the extent that the gain does not exceed the accrued market discount on the Note. Alternatively, a U.S. Holder of a Market Discount Note may elect to include market discount in income currently over the life of the Note. This election shall apply to all debt instruments with market discount acquired by the electing U.S. Holder on or after the first day of the first taxable year to which the election applies. This election may not be revoked without the consent of the IRS. A U.S. Holder of a Market Discount Note that does not elect to include market discount in income currently will generally be required to defer deductions for interest on borrowings incurred to purchase or carry a Market Discount Note that is in excess of the interest and OID on the Note to be included in the U.S. Holder's income, to the extent that this excess interest expense does not exceed the portion of the market discount allocable to the days on which the Market Discount Note was held by the U.S. Holder.

Market discount will accrue on a straight-line basis unless the U.S. Holder elects to accrue the market discount on a constant-yield method. This election applies only to the Note with respect to which it is made and is irrevocable.

Election to Treat All Interest as Original Issue Discount:

A U.S. Holder may elect to include in gross income all interest that accrues on a Note using the constant-yield method described above under "*Original Issue Discount — General*" with certain modifications. For the purposes of this election, interest includes stated interest, OID, de minimis OID, market discount, *de minimis* market discount and unstated interest, as adjusted by any amortisable bond premium (described below under "Notes Purchased at a Premium") or acquisition premium. If a U.S. Holder makes this election for the Note, then, when the constant-yield method is applied, the issue price of the Note will equal the U.S. Holder's cost, the issue date of the Note will be the date the U.S. Holder acquired it, and no payments on the Note will be treated as payments of qualified stated interest. This election will generally apply only to the Note with respect to which it is made and may not be revoked without the consent of the IRS. However, if the Note has amortisable bond premium, the U.S. Holder will be deemed to have made an election to apply amortisable bond premium against interest for all debt instruments with amortisable bond premium, other than debt instruments the interest on which is excludable from gross income, held as of the beginning of the taxable year to which the election applies or any taxable year thereafter. If the election to apply the constant-yield method to all interest on a Note is made with respect to a Market Discount Note, the electing U.S. Holder will be treated as having made the election discussed above under "Market Discount" to include market discount in income currently over the life of all debt instruments with market discount held or thereafter acquired by the U.S. Holder. A U.S. Holder may not revoke any election to apply the constant yield method to all interest on a Note or the deemed elections with respect to amortizable bond premium or Market Discount Notes without the consent of the IRS. U.S. Holders should consult their tax advisers concerning the propriety and consequences of this election.

Variable Interest Rate Notes:

Notes that provide for interest at variable rates (**Variable Interest Rate Notes**) generally will bear interest at a "qualified floating rate" and thus will be treated as "variable rate debt instruments" under U.S. Treasury regulations governing accrual of OID. A Variable Interest Rate Note will qualify as a "variable rate debt instrument" if (a) its issue price does not exceed the total non-contingent principal payments due under the Variable Interest Rate Note by more than a specified de minimis amount and (b) it provides for stated interest, paid or compounded at least annually, at: (i) one or more qualified floating rates; (ii) a single fixed rate and one or more qualified floating rates; (iii) a single objective rate; or (iv) a single fixed rate and a single objective rate that is a qualified inverse floating rate.

A "qualified floating rate" is any variable rate where variations in the value of the rate can reasonably be expected to measure contemporaneous variations in the cost of newly borrowed funds in the currency in which the Variable Interest Rate Note is denominated. A fixed multiple of a qualified floating rate will generally constitute a qualified floating rate only if the multiple is greater than 0.65 but not more than 1.35, whether or not a variable rate is increased or decreased by a fixed rate. A variable rate that would otherwise constitute a qualified floating rate but which is subject to one or more restrictions such as a maximum numerical limitation (i.e., a cap) or a minimum numerical limitation (i.e., a floor), may, under certain circumstances, fail to be treated as a qualified floating rate unless the cap or floor is fixed throughout the term of the Note.

An "objective rate" is a rate that is not itself a qualified floating rate but which is determined using a single fixed formula and which is based on objective financial or economic information (e.g., one or more qualified floating rates or the yield of actively traded personal property). A rate will not qualify as an objective rate if it is based on information that is within the control of the Issuer (or a related party) or that is unique to the circumstances of the Issuer (or a related party), such as dividends, profits or the value of the Issuer's stock (although a rate does not fail to be an objective rate merely because it is based on the credit quality of the Issuer).

A qualified floating rate or objective rate in effect at any time during the term of the instrument must be set at a "current value" of that rate. A **current value** of a rate is the value of the rate on any day that is no earlier than three months prior to the first day on which that value is in effect and no later than one year following that first day.

A Variable Interest Rate Note that provides for stated interest at either a single qualified floating rate or a single objective rate throughout the term thereof and that qualifies as a "variable rate debt instrument", will generally not be treated as having been issued with OID unless the Variable Interest Rate Note is issued at a "true discount" (i.e. at a price below the Note's stated principal amount) in excess of a specified *de minimis* amount. OID on a Variable Interest Rate Note arising from true discount is allocated to an accrual period using the constant yield method described above.

In general, any other Variable Interest Rate Note that qualifies as a "variable rate debt instrument" will be converted into an equivalent fixed rate debt instrument for purposes of determining the amount and accrual of OID and qualified stated interest on the Variable Interest Rate Note. Such a Variable Interest Rate Note must be converted into an equivalent fixed rate debt instrument by substituting any qualified floating rate or qualified inverse floating rate provided for under the terms of the Variable Interest Rate Note with a fixed rate equal to the value of the qualified floating rate or qualified inverse floating rate, as the case may be, as of the Variable Interest Rate Note's issue date. Any objective rate (other than a qualified inverse floating rate) provided for under the terms of the Variable Interest Rate Note is converted into a fixed rate that reflects the yield that is reasonably expected for the Variable Interest Rate Note. In the case of a Variable Interest Rate Note that qualifies as a "variable rate debt instrument" and provides for stated interest at a fixed rate in addition to either one or more qualified floating rates or a qualified inverse floating rate, the fixed rate is initially converted into a qualified floating rate (or a qualified inverse floating rate, if the Variable Interest Rate Note provides for a qualified inverse floating rate). Under these circumstances, the qualified floating rate, or qualified inverse floating rate that replaces the fixed rate, must be such that the fair market value of the Variable Interest Rate Note as of the Variable Interest Rate Note's issue date is approximately the same as the fair market value of an otherwise identical debt instrument that provides for either the qualified floating rate or qualified inverse floating rate rather than the fixed rate. Subsequent to converting the fixed rate into either a qualified floating rate or a qualified inverse floating rate, the Variable Interest Rate Note is converted into an equivalent fixed rate debt instrument in the manner described above.

Once the Variable Interest Rate Note is converted into an equivalent fixed rate debt instrument pursuant to the foregoing rules, the amount of OID and qualified stated interest, if any, are determined for the equivalent fixed rate debt instrument by applying the general OID rules to the equivalent fixed rate debt instrument, and a U.S. Holder of the Variable Interest Rate Note will account for the OID and qualified

stated interest as if the U.S. Holder held the equivalent fixed rate debt instrument. In each accrual period, appropriate adjustments will be made to the amount of qualified stated interest or OID assumed to have been accrued or paid with respect to the equivalent fixed rate debt instrument in the event that these amounts differ from the actual amount of interest accrued or paid on the Variable Interest Rate Note during the accrual period.

If a Variable Interest Rate Note, such as a Note the payments on which are determined by reference to an index, does not qualify as a "variable rate debt instrument", then the Variable Interest Rate Note will be treated as a contingent payment debt instrument. Prospective purchasers should consult with their tax advisers concerning the proper U.S. federal income tax treatment of Variable Interest Rate Notes that are treated as contingent payment debt.

Short Term Notes:

In general, an individual or other cash basis U.S. Holder of a Short Term Note is not required to accrue OID (calculated as set forth below for the purposes of this paragraph) for U.S. federal income tax purposes unless it elects to do so (but may be required to include any stated interest in income as the interest is received). Accrual basis U.S. Holders and certain other U.S. Holders are required to accrue OID on Short Term Notes on a straight-line basis or, if the U.S. Holder so elects, under the constant-yield method (based on daily compounding). In the case of a U.S. Holder not required and not electing to include OID in income currently, any gain realised on the sale or other disposition of the Short Term Note will be ordinary income to the extent of the OID accrued on a straight-line basis (unless an election is made to accrue the OID under the constant-yield method) through the date of sale or other disposition. U.S. Holders who are not required and do not elect to accrue OID on Short Term Notes will be required to defer deductions for interest on borrowings allocable to Short Term Notes in an amount not exceeding the deferred income until the deferred income is realised.

For purposes of determining the amount of OID subject to these rules, all interest payments on a Short Term Note, including stated interest, are included in such note's stated redemption price at maturity. A U.S. Holder may elect to determine OID on a Short Term Note as if such note had been originally issued to the U.S. Holder as the U.S. Holder's purchase price for the Short Term Note. This election shall apply to all obligations with a maturity of one year or less acquired by the U.S. Holder on or after the first day of the first taxable year to which the election applies, and may not be revoked without the consent of the IRS.

3.15.1.3 *Notes Purchased at a Premium*

A U.S. Holder that purchases a Note for an amount in excess of its principal amount or for a Discount Note, its stated redemption price at maturity, may elect to treat the excess as "amortisable bond premium", in which case the amount required to be included in the U.S. Holder's income each year with respect to interest on the Note will be reduced by the amount of amortisable bond premium allocable (based on the Note's yield to maturity) to that year. Any election to amortise bond premium shall apply to all bonds (other than bonds the interest on which is excludable from gross income for U.S. federal income tax purposes) held by the U.S. Holder at the beginning of the first taxable year to which the election applies or thereafter acquired by the U.S. Holder, and is irrevocable without the consent of the IRS. A U.S. Holder that does not elect to take bond premium (other than acquisition premium) into account currently will recognise a capital loss when the Note matures.

3.15.1.4 *Purchase, Sale or Other Dispositions of Notes*

A U.S. Holder will generally recognise gain or loss on the sale, redemption, or other disposition of a Note equal to the difference between the amount realised (other than amounts attributable to accrued but unpaid interest, which will be taxed as interest income to the extent not previously so taxed) on the sale, redemption, or other disposition and the U.S. Holder's adjusted tax basis in the Note. A U.S. Holder's adjusted tax basis in a Note will generally be equal to the amount that such U.S. Holder paid for the Note, (i) increased by the amount of any OID or market discount included in the U.S. Holder's

income with respect to the Note and the amount, if any, of income attributable to de minimis OID and de minimis market discount included in the U.S. Holder's income with respect to the Note, and (ii) reduced by the amount of any payments that are not qualified stated interest payments and the amount of any amortisable bond premium applied to reduce interest on the Note. Except to the extent described above under "*Original Issue Discount—Market Discount*" or "*Original Issue Discount—Short Term Notes*" or attributable to accrued but unpaid interest or changes in exchange rates (as discussed below), gain or loss recognised on the sale or other disposition of a Note will be capital gain or loss and generally will be treated as from U.S. sources for purposes of the U.S. foreign tax credit limitation and may be taxable at reduced rates in the case of a U.S. Holder that is an individual, estate or trust, if the Notes are held for more than one year. The deductibility of capital losses is subject to limitations.

3.15.1.5 *Foreign Currency Notes*

Interest:

If an interest payment is denominated in, or determined by reference to, a foreign currency, the amount of income recognised by a cash basis U.S. Holder will be the U.S. dollar value of the interest payment, based on the exchange rate in effect on the date of receipt, regardless of whether the payment is in fact converted into U.S. dollars.

An accrual basis U.S. Holder may determine the amount of income recognised with respect to an interest payment denominated in, or determined by reference to, a foreign currency in accordance with either of two methods. Under the first method, the amount of income accrued will be based on the average exchange rate in effect during the interest accrual period (or, in the case of an accrual period that spans two taxable years of a U.S. Holder, the part of the period within the taxable year).

Under the second method, the U.S. Holder may elect to determine the amount of income accrued on the basis of the exchange rate in effect on the last day of the accrual period (or, in the case of an accrual period that spans two taxable years, the exchange rate in effect on the last day of the part of the period within the taxable year). Additionally, if a payment of interest is actually received within five business days of the last day of the accrual period, an electing accrual basis U.S. Holder may instead translate the accrued interest into U.S. dollars at the exchange rate in effect on the day of actual receipt. Any such election will apply to all debt instruments held by the U.S. Holder at the beginning of the first taxable year to which the election applies or thereafter acquired by the U.S. Holder, and will be irrevocable without the consent of the IRS.

Upon receipt of an interest payment (including a payment attributable to accrued but unpaid interest upon the sale or other disposition of a Note) denominated in, or determined by reference to, a foreign currency, the U.S. Holder may recognise U.S. source exchange gain or loss (taxable as ordinary income or loss) equal to the difference between the amount received (translated into U.S. dollars at the spot rate on the date of receipt) and the amount previously accrued, regardless of whether the payment is in fact converted into U.S. dollars.

OID:

OID for each accrual period on a Discount Note that is denominated in, or determined by reference to, a foreign currency, will be determined in the foreign currency and then translated into U.S. dollars in the same manner as stated interest is accrued by an accrual basis U.S. Holder, as described above under "*Foreign Currency Notes—Interest*". Upon receipt of an amount attributable to OID (whether in connection with a payment on the Note or a sale or other disposition of the Note), a U.S. Holder may recognise U.S. source exchange gain or loss (taxable as ordinary income or loss) equal to the difference between the amount received (translated into U.S. dollars at the spot rate on the date of receipt) and the amount previously accrued, regardless of whether the payment is in fact converted into U.S. dollars.

Bond Premium:

Bond premium (including acquisition premium) on a Note that is denominated in, or determined by reference to, a foreign currency, will be computed in units of the foreign currency, and any such bond premium that is taken into account currently will reduce interest income in units of the foreign currency.

On the date bond premium offsets interest income, a U.S. Holder may recognise U.S. source exchange gain or loss (taxable as ordinary income or loss) measured by the difference between the spot rate in effect on that date and on the date the Notes were acquired by the U.S. Holder.

Purchase, Sale or Other Dispositions of Foreign Currency Notes:

As discussed above under "*Purchase, Sale or Other Dispositions of Notes*", a U.S. Holder will generally recognise gain or loss on the sale or other disposition of a Note equal to the difference between the amount realised on the sale or other disposition and its tax basis in the Note. A U.S. Holder's tax basis in a Foreign Currency Note will be determined by reference to the U.S. dollar cost of the Note. The U.S. dollar cost of a Note purchased with foreign currency will generally be the U.S. dollar value of the purchase price on the date of purchase or, in the case of Notes traded on an established securities market, as defined in the applicable Treasury Regulations, that are purchased by a cash basis U.S. Holder (or an accrual basis U.S. Holder that so elects), on the settlement date for the purchase.

The amount realised on a sale or other disposition for an amount in foreign currency will be the U.S. dollar value of this amount on the date of sale or other disposition or, in the case of Notes traded on an established securities market, as defined in the applicable U.S. Treasury regulations, sold by a cash basis U.S. Holder (or an accrual basis U.S. Holder that so elects), on the settlement date for the sale. Such an election by an accrual basis U.S. Holder must be applied consistently from year to year and cannot be revoked without the consent of the IRS.

A U.S. Holder will recognise U.S. source exchange rate gain or loss (taxable as ordinary income or loss) on the sale or other disposition of a Note equal to the difference, if any, between the U.S. dollar values of the U.S. Holder's purchase price for the Note (or, if less, the principal amount of the Note): (a) on the date of sale or other disposition; and (b) the date on which the U.S. Holder acquired the Note. Any such exchange rate gain or loss will be realised only to the extent of total gain or loss realised on the sale or other disposition.

Disposition of Foreign Currency:

Foreign currency received as interest on a Note or on the sale, redemption or other disposition of a Note will generally have a tax basis equal to its U.S. dollar value at the time the interest is received or at the time of the sale or other disposition. Foreign currency that is purchased will generally have a tax basis equal to the U.S. dollar value of the foreign currency on the date of purchase. Any gain or loss recognised on a sale or other disposition of a foreign currency (including its use to purchase Notes or upon exchange for U.S. dollars) will be U.S. source ordinary income or loss.

3.15.1.6 *Medicare Surtax*

For taxable years beginning after 31st December, 2012, a United States person that is an individual or estate, or a trust that does not fall into a special class of trusts that is exempt from such tax, will be subject to a 3.8 per cent. tax on the lesser of (1) such person's "net investment income" for the relevant taxable year and (2) the excess of such person's modified gross income for the taxable year over a certain threshold (which in the case of individuals will be between U.S.$125,000 and U.S.$250,000, depending on the individual's circumstances). A U.S. holder's net investment income will generally include its interest income and its net gains from the disposition of Notes, unless such interest payments or net gains are derived in the ordinary course of the conduct of a trade or business (other than a trade or business that consists of certain passive or trading activities). If a holder is a United States person

that is an individual, estate or trust, such holder is urged to consult tax advisors regarding the applicability of the Medicare tax to such holder's income and gains in respect of investment in the Notes.

3.15.1.7 *Foreign Financial Asset Reporting*

Under recently enacted legislation, individuals that own "specified foreign financial assets" (which will generally include the Notes) with an aggregate value in excess of U.S.$50,000 in taxable years beginning after 18th March, 2010 will generally be required to file an information report with respect to such assets with their tax returns. "Specified foreign financial assets" include any financial accounts maintained by foreign financial institutions, as well as any of the following, but only if they are not held in accounts maintained by financial institutions: (i) stocks and securities issued by non-United States persons, (ii) financial instruments and contracts held for investment that have non-United States issuers or counterparties and (iii) interests in foreign entities. U.S. holders that are individuals are urged to consult their tax advisors regarding the application of this legislation to their ownership of the Notes.

3.15.1.8 *FATCA*

Additionally, U.S. Congress enacted the Foreign Account Tax Compliance Act of 2009 (**FATCA**) in 2010. The Issuer expects to be characterized as a "foreign financial institution," for purposes of FATCA. If the Issuer is so characterized, FATCA will require the Issuer to enter into an agreement with the U.S. Treasury Department which agreement will require the Issuer to obtain information about holders and to disclose information about its U.S. Holders to the IRS or impose a 30% withholding tax on certain payments to the Issuer if it does not enter into the agreement, is unable to obtain information about U.S. Holders or otherwise fails to satisfy its obligations under the agreement. Additionally, if the Issuer is characterized as a "foreign financial institution" and does enter into such an agreement with the IRS, a 30% withholding tax could be imposed on holders that do not provide the required information (without any gross-up) or, if the holders are, themselves, foreign financial institutions, certification that they have entered into their own agreements with the U.S. Treasury Department. If the Issuer is characterized as a "foreign financial institution" and cannot satisfy these obligations, certain payments made after December 31, 2013 to the Issuer or, if the Issuer enters into the appropriate agreement with the U.S. Treasury Department, certain payments by the Issuer to holders that do not provide the required information or certification after this date will be subject to such withholding tax. Also note that withheld amounts may not be refundable, the Issuer may not receive a gross-up, and the amount available for holders may be reduced. The U.S. Treasury department has issued proposed regulations to implement this legislation as well as a Joint Statement from the United States, France, Germany, Italy, Spain, and the United Kingdom setting forth the framework for an intergovernmental approach to FATCA implementation in lieu of requiring foreign financial institutions established in those countries to follow the procedures discussed above. Consequently, the impact of FATCA on the Issuer and holders of Notes is not entirely clear.

3.15.1.9 *Backup Withholding and Information Reporting*

In general, payments of interest and accrued OID on, and the proceeds of a sale, redemption or other disposition of, the Notes, payable to a U.S. Holder within the United States or by a U.S. paying agent or certain other U.S.-related intermediaries, will be reported to the IRS and to the U.S. Holder as may be required under applicable regulations. Backup withholding may apply to these payments and to accruals of OID if the U.S. Holder fails to provide an accurate taxpayer identification number or certification of exempt status or otherwise to comply with the applicable backup withholding requirements. Certain U.S. Holders are not subject to information reporting or backup withholding. U.S. Holders should consult their tax advisers as to their qualification for exemption from information reporting and/or backup withholding and the procedure for obtaining an exemption.

3.15.1.10 *Disclosure Requirements*

U.S. Treasury regulations intended to require the reporting of certain tax shelter transactions (**Reportable Transactions**) could be interpreted to cover transactions generally not regarded as tax

shelters, including certain foreign currency transactions. Under the U.S. Treasury regulations, certain transactions may be characterised as Reportable Transactions including, in certain circumstances, a sale, exchange, retirement or other taxable disposition of a Foreign Currency Note and/or a Note issued with OID. Persons considering the purchase of such Notes should consult with their tax advisers to determine the tax return obligations, if any, with respect to an investment in such Notes, including any requirement to file IRS Form 8886 (Reportable Transaction Disclosure Statement).

3.15.2 *Excise tax*

Where TEFRA C or TEFRA D is specified in the applicable Final Terms, subject to certain exceptions, Section 4701 of the US Internal Revenue Code imposes an excise tax on non-US issuers of bearer obligations. The amount of the excise tax is one percent of the principal amount of the obligation, multiplied by the number of calendar years until the obligation reaches maturity. The Hiring Incentives to Restore Employment Act of 2010 (the **HIRE Act**) repealed the TEFRA C rules and TEFRA D rules for Notes issued after 18 March 2012. Based on Notice 2012-20, the US Department of Treasury and the US Internal Revenue Service intend to provide in regulations that rules identical to the TEFRA C rules and TEFRA D rules will apply for purposes of establishing an exemption from the excise tax. Consequently, Bearer Notes issued after 18 March 2012 in accordance with the TEFRA C rules or TEFRA D rules should continue to be treated as "foreign targeted obligations" that are exempt from the excise tax.

SUBSCRIPTION, SALE AND TRANSFER RESTRICTIONS

The Dealers have in a programme agreement dated 29 April 2013 (the **Programme Agreement**, which expression includes the same as it may be updated or supplemented from time to time), agreed with the Issuers and the Guarantor a basis upon which they (or any one of them) may from time to time agree to purchase Notes. Any such agreement will extend to those matters stated under "*Form of the Notes*" and in the Terms and Conditions of the Notes above. In the Programme Agreement, the Issuers have jointly and severally agreed to reimburse the Dealers for certain of their expenses in connection with the establishment and any future update of the Programme and the issue of Notes under the Programme and to indemnify the Dealers against certain liabilities incurred by them in connection therewith.

The following selling restrictions may be modified by the relevant Issuer and the relevant Purchaser(s) following a change in the relevant law, regulation or directive and in certain other circumstances as may be agreed between the relevant Issuer and the relevant Purchaser(s). Any such modification will be set out in the syndication agreement (if applicable) in respect of the Tranche to which it is related or in a Supplement to this Base Prospectus.

1. UNITED STATES TRANSFER RESTRICTIONS

As a result of the following restrictions, purchasers of Notes in the United States are advised to consult legal counsel prior to making any purchase, offer, sale, resale or other transfer of such Notes.

Each purchaser of Registered Notes, or person wishing to transfer an interest from one Registered Global Note to another or from global to definitive form or vice versa, will be deemed or required, as the case may be, to acknowledge, represent and agree as follows (terms used in this paragraph shall have the meanings assigned to them in Rule 144A or in Regulation S, as applicable):

(a) that either: (i) it (a) is a QIB and a QP purchasing (or holding) the Notes for its own account or for the account or benefit of one or more QIBs that are also QPs, in each case for investment and not with a view to, or for, sale or in connection with, any distribution thereof, (b) is not a broker dealer which owns and invests on a discretionary basis less than U.S.$25 million in securities of unaffiliated issuers, (c) is not a participant directed employee plan, such as a 401(k) plan, (d) is not formed for the purpose of investing in the Notes or the Issuer, (e) and each account for which it holds Notes, will hold and transfer not less than U.S.$100,000 (or its foreign currency equivalent) principal amount of the Notes and (f) is aware, and each beneficial owner of such Notes has been advised, that the seller of such Notes may be relying on the exemption from the provisions of Section 5 of the Securities Act provided by Rule 144A; or (ii) it is outside the United States and is not a U.S. Person;

(b) that the Notes and any Guarantee are being offered and sold in a transaction not involving a public offering in the United States within the meaning of the Securities Act, and that the Notes and any Guarantee have not been and will not be registered under the Securities Act or any other applicable U.S. State securities laws and may not be offered or sold within the United States or to, or for the account or benefit of, U.S. Persons, except as set forth below;

(c) that neither the Issuer nor any Guarantor has registered or will register as an "investment company" under the Investment Company Act, in reliance on Section 3(c)(7) thereof, and that the Notes may not be sold to, or for the account or benefit of, U.S. Persons, except as set forth below; the Issuer has (i) the right to refuse to honour the transfer of any interest in the Notes to a U.S. Person who is not a QIB and a QP and (ii) reserves the right to redeem, or transfer on behalf of the holder any Note that is held by, or for the account or benefit of, any U.S. Person that was not both a QIB and a QP at the time it purchased or acquired such Note as contemplated by paragraph (m) below;

(d) that, in cases where it holds an interest in a Note other than a Non-U.S. Registered Global Note, if in the future it decides to resell, pledge or otherwise transfer the Notes or any beneficial interests in

the Notes, it will do so, only: (i) to the Issuer; (ii) inside the United States to a person that is a QP whom the seller reasonably believes is a QIB purchasing for its own account or for the account of one or more QIBs that are also QPs in a transaction meeting the requirements of Rule 144A; or (iii) outside the United States in an offshore transaction in compliance with Rule 903 or Rule 904 under the Securities Act to a person that is not a U.S. Person, in each case in accordance with all applicable U.S. State securities laws;

(e) that, if it holds an interest in a Non-U.S. Registered Global Note, if in the future it decides to resell, pledge or otherwise transfer such Non-U.S. Registered Global Note or any interest therein, it will do so only outside the United States in an offshore transaction in compliance with Rule 903 or Rule 904 under the Securities Act to a person that is not a U.S. Person;

(f) that the Notes may not be acquired by, on behalf of, or with the assets of: (i) an "employee benefit plan" within the meaning of Section 3(3) of the U.S. Employee Retirement Income Security Act of 1974, as amended (**ERISA**) that is subject to the provisions of Title I of ERISA or a "plan" within the meaning of Section 4975(e)(1) of the U.S. Internal Revenue Code (the **Code**) that is subject to Section 4975 of the Code; (ii) a governmental, church or non-U.S. plan subject to any federal, state, local or foreign law, rule or regulation which is substantially similar to the provisions of Section 406 of ERISA or Section 4975 of the Code; or (iii) an entity the Deliverable Assets of which include plan assets by reason of investment in the entity by such an employee benefit plan or plan;

(g) that Notes initially offered in the United States to QIBs that are also QPs will be represented by one or more Rule 144A Global Notes or Combined Global Notes, and that Notes offered outside the United States in reliance on Regulation S will be represented by one or more Regulation S Global Notes, Non-U.S. Registered Global Notes or Combined Global Notes;

(h) that the Rule 144A Global Notes will bear a legend to the following effect unless otherwise agreed to by the Issuer:

"THIS SECURITY AND ANY GUARANTEE THEREOF HAVE NOT BEEN AND WILL NOT BE REGISTERED UNDER THE U.S. SECURITIES ACT OF 1933, AS AMENDED (THE SECURITIES ACT), OR ANY OTHER APPLICABLE U.S. STATE SECURITIES LAWS AND NEITHER THE ISSUER NOR ANY GUARANTOR HAS REGISTERED OR WILL REGISTER AS AN INVESTMENT COMPANY UNDER THE U.S. INVESTMENT COMPANY ACT OF 1940, AS AMENDED (THE INVESTMENT COMPANY ACT). ACCORDINGLY, THIS SECURITY AND ANY INTEREST THEREIN MAY NOT BE OFFERED OR SOLD WITHIN THE UNITED STATES OR TO, OR FOR THE ACCOUNT OR BENEFIT OF, U.S. PERSONS EXCEPT AS SET FORTH IN THE FOLLOWING SENTENCE. BY ITS ACQUISITION HEREOF, THE HOLDER (A) REPRESENTS THAT (1) IT IS A QUALIFIED INSTITUTIONAL BUYER (AS DEFINED IN RULE 144A UNDER THE SECURITIES ACT) AND A QUALIFIED PURCHASER (AS DEFINED IN SECTION 2(a)(51) OF THE INVESTMENT COMPANY ACT AND THE RULES THEREUNDER), AND IS PURCHASING THE SECURITIES FOR ITS OWN ACCOUNT OR FOR THE ACCOUNT OF ONE OR MORE QUALIFIED INSTITUTIONAL BUYERS THAT ARE ALSO QUALIFIED PURCHASERS; (2) IT IS NOT A BROKER DEALER WHICH OWNS AND INVESTS ON A DISCRETIONARY BASIS LESS THAN U.S. $25,000,000 IN SECURITIES OF UNAFFILIATED ISSUERS; (3) IT IS NOT A PARTICIPANT DIRECTED EMPLOYEE PLAN, SUCH AS A 401(k) PLAN; (4) IT WAS NOT FORMED FOR THE PURPOSE OF INVESTING IN THE ISSUER OR THIS NOTE; AND (5) IT, AND EACH ACCOUNT FOR WHICH IT HOLDS NOTES, WILL HOLD AND TRANSFER AT LEAST U.S.$100,000 IN PRINCIPAL AMOUNT OF NOTES; (B) AGREES THAT IT WILL NOT RESELL OR OTHERWISE TRANSFER THE SECURITIES EXCEPT IN ACCORDANCE WITH THE AGENCY AGREEMENT AND, OTHER THAN (1) TO THE ISSUER, (2) INSIDE THE UNITED STATES TO A PERSON THAT IS A QUALIFIED PURCHASER WHOM THE SELLER REASONABLY BELIEVES IS A QUALIFIED INSTITUTIONAL BUYER PURCHASING FOR ITS OWN ACCOUNT OR FOR THE ACCOUNT OF ONE OR MORE QUALIFIED INSTITUTIONAL BUYERS THAT ARE ALSO QUALIFIED PURCHASERS IN A TRANSACTION MEETING THE REQUIREMENTS OF RULE 144A, OR (3) OUTSIDE THE UNITED STATES IN AN OFFSHORE TRANSACTION IN COMPLIANCE WITH RULE 903 OR RULE 904 UNDER THE SECURITIES ACT TO A PERSON THAT IS NOT A U.S. PERSON (AS DEFINED IN RULE 901 UNDER THE SECURITIES ACT), IN EACH CASE IN ACCORDANCE WITH ALL

APPLICABLE SECURITIES LAWS OF THE STATES OF THE UNITED STATES AND ANY OTHER JURISDICTION; AND (C) AGREES THAT IT WILL DELIVER TO EACH PERSON TO WHOM THIS SECURITY IS TRANSFERRED A NOTICE SUBSTANTIALLY TO THE EFFECT OF THIS LEGEND. TRANSFERS IN VIOLATION OF THE FOREGOING WILL BE OF NO FORCE OR EFFECT, WILL BE VOID *AB INITIO*, AND WILL NOT OPERATE TO TRANSFER ANY RIGHTS TO THE TRANSFEREE.

THE ISSUER HAS THE RIGHT TO REFUSE TO HONOUR A TRANSFER OF ANY INTEREST IN THIS NOTE TO A U.S. PERSON WHO IS NOT A QUALIFIED INSTITUTIONAL BUYER AND A QUALIFIED PURCHASER. THE ISSUER RESERVES THE RIGHT TO REDEEM OR TRANSFER ON BEHALF OF THE HOLDER ANY NOTE THAT IS HELD BY A U.S. PERSON WITHIN THE MEANING OF REGULATION S THAT IS NOT A QUALIFIED INSTITUTIONAL BUYER AND A QUALIFIED PURCHASER OR OTHERWISE SOLD OR TRANSFERRED IN VIOLATION OF THE RESTRICTIONS SET OUT HEREIN. NO PAYMENTS WILL BE MADE ON THE AFFECTED NOTES FROM THE DATE NOTICE OF THE SALE REQUIREMENT IS SENT TO THE DATE ON WHICH THE AFFECTED NOTES ARE SOLD. THERE CAN BE NO ASSURANCE THAT A HOLDER OF NOTES, OR AN INTEREST THEREIN, WHO IS REQUIRED TO SELL NOTES, OR WHOSE NOTES ARE SOLD ON ITS BEHALF (IN THIS WAY) WILL NOT INCUR A SIGNIFICANT LOSS AS A RESULT OF THE NEED FOR THE ISSUER, OR FOR THE TRANSFEROR, TO FIND A QUALIFYING TRANSFEREE WILLING TO PURCHASE THE NOTES. NEITHER THE ISSUER NOR ANY OTHER PERSON SHALL BE LIABLE TO A HOLDER FOR ANY SUCH LOSS.

EACH PURCHASER OF THIS NOTE OR ANY INTEREST HEREIN UNDERSTANDS THAT THE ISSUER MAY RECEIVE A LIST OF PARTICIPANTS HOLDING POSITIONS IN THE NOTES FROM ONE OR MORE BOOK-ENTRY DEPOSITORIES.

THE SECURITIES MAY NOT BE ACQUIRED BY, ON BEHALF OF, OR WITH THE ASSETS OF, (1) AN "EMPLOYEE BENEFIT PLAN" WITHIN THE MEANING OF SECTION 3(3) OF THE U.S. EMPLOYEE RETIREMENT INCOME SECURITY ACT OF 1974, AS AMENDED (ERISA) THAT IS SUBJECT TO THE PROVISIONS OF TITLE I OF ERISA OR A "PLAN" WITHIN THE MEANING OF SECTION 4975(E)(1) OF THE U.S. INTERNAL REVENUE CODE (THE CODE) THAT IS SUBJECT TO SECTION 4975 OF THE CODE, (2) A GOVERNMENTAL, CHURCH OR NON-U.S. PLAN SUBJECT TO ANY FEDERAL, STATE, LOCAL OR FOREIGN LAW, RULE OR REGULATION WHICH IS SUBSTANTIALLY SIMILAR TO THE PROVISIONS OF SECTION 406 OF ERISA OR SECTION 4975 OF THE CODE OR (3) AN ENTITY THE DELIVERABLE ASSETS OF WHICH INCLUDE PLAN ASSETS BY REASON OF INVESTMENT IN THE ENTITY BY SUCH AN EMPLOYEE BENEFIT PLAN OR PLAN.

THIS SECURITY AND RELATED DOCUMENTATION (INCLUDING, WITHOUT LIMITATION, THE AGENCY AGREEMENT REFERRED TO HEREIN) MAY BE AMENDED OR SUPPLEMENTED FROM TIME TO TIME, WITHOUT THE CONSENT OF, BUT UPON NOTICE TO, THE HOLDERS OF SUCH SECURITIES SENT TO THEIR REGISTERED ADDRESSES, TO MODIFY THE RESTRICTIONS ON AND PROCEDURES FOR RESALES AND OTHER TRANSFERS OF THIS SECURITY TO REFLECT ANY CHANGE IN APPLICABLE LAW OR REGULATION (OR THE INTERPRETATION THEREOF) OR IN PRACTICES RELATING TO RESALES OR OTHER TRANSFERS OF RESTRICTED SECURITIES GENERALLY OR FOR SECURITIES OF ISSUERS RELYING ON SECTION 3(c)(7) OF THE INVESTMENT COMPANY ACT. THE HOLDER OF THIS SECURITY SHALL BE DEEMED, BY ITS ACCEPTANCE OR PURCHASE HEREOF, TO HAVE AGREED TO ANY SUCH AMENDMENT OR SUPPLEMENT (EACH OF WHICH SHALL BE CONCLUSIVE AND BINDING ON THE HOLDER HEREOF AND ALL FUTURE HOLDERS OF THIS SECURITY AND ANY INTEREST THEREIN AND ANY SECURITIES ISSUED IN EXCHANGE OR SUBSTITUTION THEREFOR, WHETHER OR NOT ANY NOTATION THEREOF IS MADE HEREON).";

(i) that the Combined Global Notes will bear a legend to the following effect:

"THIS SECURITY AND ANY GUARANTEE THEREOF HAVE NOT BEEN AND WILL NOT BE REGISTERED UNDER THE U.S. SECURITIES ACT OF 1933, AS AMENDED (THE SECURITIES ACT), OR ANY OTHER APPLICABLE U.S. STATE SECURITIES LAWS AND NEITHER THE ISSUER NOR ANY GUARANTOR HAS REGISTERED OR WILL REGISTER AS AN INVESTMENT COMPANY UNDER THE U.S. INVESTMENT

COMPANY ACT OF 1940, AS AMENDED (THE INVESTMENT COMPANY ACT). ACCORDINGLY, THIS SECURITY AND ANY INTEREST THEREIN MAY NOT BE OFFERED OR SOLD EXCEPT AS SET OUT BELOW.

THIS SECURITY MAY NOT BE OFFERED OR SOLD EXCEPT AS SET FORTH IN THE FOLLOWING SENTENCE. BY ITS ACQUISITION HEREOF, THE HOLDER (A) REPRESENTS THAT EITHER (i) (a) IT IS A QUALIFIED INSTITUTIONAL BUYER (AS DEFINED IN RULE 144A UNDER THE SECURITIES ACT) AND A QUALIFIED PURCHASER (AS DEFINED IN SECTION 2(a)(51) OF THE INVESTMENT COMPANY ACT AND THE RULES THEREUNDER), AND IS PURCHASING THE SECURITIES FOR ITS OWN ACCOUNT OR FOR THE ACCOUNT OF ONE OR MORE QUALIFIED INSTITUTIONAL BUYERS THAT ARE ALSO QUALIFIED PURCHASERS; (b) IT IS NOT A BROKER DEALER WHICH OWNS AND INVESTS ON A DISCRETIONARY BASIS LESS THAN U.S. $25,000,000 IN SECURITIES OF UNAFFILIATED ISSUERS; (c) IT IS NOT A PARTICIPANT DIRECTED EMPLOYEE PLAN, SUCH AS A 401(k) PLAN; (d) IT WAS NOT FORMED FOR THE PURPOSE OF INVESTING IN THE ISSUER OR THIS NOTE; AND (e) IT, AND EACH ACCOUNT FOR WHICH IT HOLDS NOTES, WILL HOLD AND TRANSFER AT LEAST U.S.$100,000 IN PRINCIPAL AMOUNT OF NOTES; OR (ii) IT IS NOT A U.S. PERSON (AS DEFINED IN REGULATION S UNDER THE SECURITIES ACT) THAT IS ACQUIRING THIS SECURITY IN AN OFFSHORE TRANSACTION WITHIN THE MEANING OF REGULATION S UNDER THE SECURITIES ACT; (B) AGREES THAT IT WILL NOT RESELL OR OTHERWISE TRANSFER THE SECURITIES EXCEPT IN ACCORDANCE WITH THE AGENCY AGREEMENT AND, OTHER THAN (1) TO THE ISSUER, (2) INSIDE THE UNITED STATES TO A PERSON THAT IS A QUALIFIED PURCHASER WHOM THE SELLER REASONABLY BELIEVES IS A QUALIFIED INSTITUTIONAL BUYER PURCHASING FOR ITS OWN ACCOUNT OR FOR THE ACCOUNT OF ONE OR MORE QUALIFIED INSTITUTIONAL BUYERS THAT ARE ALSO QUALIFIED PURCHASERS IN A TRANSACTION MEETING THE REQUIREMENTS OF RULE 144A, OR (3) OUTSIDE THE UNITED STATES IN AN OFFSHORE TRANSACTION IN COMPLIANCE WITH RULE 903 OR RULE 904 UNDER THE SECURITIES ACT TO A PERSON THAT IS NOT A U.S. PERSON (AS DEFINED IN RULE 901 UNDER THE SECURITIES ACT), IN EACH CASE IN ACCORDANCE WITH ALL APPLICABLE SECURITIES LAWS OF THE STATES OF THE UNITED STATES AND ANY OTHER JURISDICTION; AND (C) AGREES THAT IT WILL DELIVER TO EACH PERSON TO WHOM THIS SECURITY IS TRANSFERRED A NOTICE SUBSTANTIALLY TO THE EFFECT OF THIS LEGEND. TRANSFERS IN VIOLATION OF THE FOREGOING WILL BE OF NO FORCE OR EFFECT, WILL BE VOID *AB INITIO*, AND WILL NOT OPERATE TO TRANSFER ANY RIGHTS TO THE TRANSFEREE.

THE ISSUER HAS THE RIGHT TO REFUSE TO HONOUR A TRANSFER OF ANY INTEREST IN THIS NOTE TO A U.S. PERSON WHO IS NOT A QUALIFIED INSTITUTIONAL BUYER AND A QUALIFIED PURCHASER. THE ISSUER RESERVES THE RIGHT TO REDEEM OR TRANSFER ON BEHALF OF THE HOLDER ANY NOTE THAT IS HELD BY A U.S. PERSON WITHIN THE MEANING OF REGULATION S THAT IS NOT A QUALIFIED INSTITUTIONAL BUYER AND A QUALIFIED PURCHASER OR OTHERWISE SOLD OR TRANSFERRED IN VIOLATION OF THE RESTRICTIONS SET OUT HEREIN. NO PAYMENTS WILL BE MADE ON THE AFFECTED NOTES FROM THE DATE NOTICE OF THE SALE REQUIREMENT IS SENT TO THE DATE ON WHICH THE AFFECTED NOTES ARE SOLD. THERE CAN BE NO ASSURANCE THAT A HOLDER OF NOTES, OR AN INTEREST THEREIN, WHO IS REQUIRED TO SELL NOTES, OR WHOSE NOTES ARE SOLD ON ITS BEHALF (IN THIS WAY) WILL NOT INCUR A SIGNIFICANT LOSS AS A RESULT OF THE NEED FOR THE ISSUER, OR FOR THE TRANSFEROR, TO FIND A QUALIFYING TRANSFEREE WILLING TO PURCHASE THE NOTES. NEITHER THE ISSUER NOR ANY OTHER PERSON SHALL BE LIABLE TO A HOLDER FOR ANY SUCH LOSS.

EACH PURCHASER OF THIS NOTE OR ANY INTEREST HEREIN UNDERSTANDS THAT THE ISSUER MAY RECEIVE A LIST OF PARTICIPANTS HOLDING POSITIONS IN THE NOTES FROM ONE OR MORE BOOK-ENTRY DEPOSITORIES.

THE SECURITIES MAY NOT BE ACQUIRED BY, ON BEHALF OF, OR WITH THE ASSETS OF, (1) AN "EMPLOYEE BENEFIT PLAN" WITHIN THE MEANING OF SECTION 3(3) OF THE U.S. EMPLOYEE RETIREMENT INCOME SECURITY ACT OF 1974, AS AMENDED (ERISA) THAT IS SUBJECT TO THE PROVISIONS OF TITLE I OF ERISA OR A "PLAN" WITHIN THE MEANING OF SECTION 4975(E)(1) OF THE U.S. INTERNAL REVENUE CODE (THE CODE) THAT IS SUBJECT TO SECTION 4975 OF THE CODE, (2) A

GOVERNMENTAL, CHURCH OR NON-U.S. PLAN SUBJECT TO ANY FEDERAL, STATE, LOCAL OR FOREIGN LAW, RULE OR REGULATION WHICH IS SUBSTANTIALLY SIMILAR TO THE PROVISIONS OF SECTION 406 OF ERISA OR SECTION 4975 OF THE CODE OR (3) AN ENTITY THE DELIVERABLE ASSETS OF WHICH INCLUDE PLAN ASSETS BY REASON OF INVESTMENT IN THE ENTITY BY SUCH AN EMPLOYEE BENEFIT PLAN OR PLAN.

THIS SECURITY AND RELATED DOCUMENTATION (INCLUDING, WITHOUT LIMITATION, THE AGENCY AGREEMENT REFERRED TO HEREIN) MAY BE AMENDED OR SUPPLEMENTED FROM TIME TO TIME, WITHOUT THE CONSENT OF, BUT UPON NOTICE TO, THE HOLDERS OF SUCH SECURITIES SENT TO THEIR REGISTERED ADDRESSES, TO MODIFY THE RESTRICTIONS ON AND PROCEDURES FOR RESALES AND OTHER TRANSFERS OF THIS SECURITY TO REFLECT ANY CHANGE IN APPLICABLE LAW OR REGULATION (OR THE INTERPRETATION THEREOF) OR IN PRACTICES RELATING TO RESALES OR OTHER TRANSFERS OF RESTRICTED SECURITIES GENERALLY OR FOR SECURITIES OF ISSUERS RELYING ON SECTION 3(c)(7) OF THE INVESTMENT COMPANY ACT. THE HOLDER OF THIS SECURITY SHALL BE DEEMED, BY ITS ACCEPTANCE OR PURCHASE HEREOF, TO HAVE AGREED TO ANY SUCH AMENDMENT OR SUPPLEMENT (EACH OF WHICH SHALL BE CONCLUSIVE AND BINDING ON THE HOLDER HEREOF AND ALL FUTURE HOLDERS OF THIS SECURITY AND ANY INTEREST THEREIN AND ANY SECURITIES ISSUED IN EXCHANGE OR SUBSTITUTION THEREFOR, WHETHER OR NOT ANY NOTATION THEREOF IS MADE HEREON).";

(j) if it is outside the United States and is not a U.S. Person, and is purchasing an interest in a Regulation S Global Note, that, if it should resell or otherwise transfer the Notes, it will do so only: (a)(i) outside the United States in an offshore transaction in compliance with Rule 903 or Rule 904 under the Securities Act to a person that is not a U.S. Person; or (ii) inside the United States to a person that is a QP whom the seller reasonably believes is a QIB purchasing for its own account or for the account of one or more QIBs that are also QPs in a transaction meeting the requirements of Rule 144A, and that will then hold its interest in the form of a Rule 144A Global Note; and (b) in accordance with all applicable U.S. State securities laws, and it acknowledges that the Regulation S Global Notes will bear a legend to the following effect unless otherwise agreed to by the Issuer:

"THIS SECURITY AND ANY GUARANTEE THEREOF HAVE NOT BEEN AND WILL NOT BE REGISTERED UNDER THE U.S. SECURITIES ACT OF 1933, AS AMENDED (THE SECURITIES ACT), OR ANY OTHER APPLICABLE U.S. STATE SECURITIES LAWS AND NEITHER THE ISSUER NOR ANY GUARANTOR HAS REGISTERED OR WILL REGISTER AS AN INVESTMENT COMPANY UNDER THE U.S. INVESTMENT COMPANY ACT OF 1940, AS AMENDED (THE INVESTMENT COMPANY ACT). ACCORDINGLY, THIS SECURITY AND ANY INTEREST THEREIN MAY NOT BE OFFERED OR SOLD WITHIN THE UNITED STATES OR TO, OR FOR THE ACCOUNT OR BENEFIT OF, U.S. PERSONS EXCEPT IN ACCORDANCE WITH THE AGENCY AGREEMENT IN A TRANSACTION MEETING THE REQUIREMENTS OF RULE 144A UNDER THE SECURITIES ACT TO A PERSON THAT REPRESENTS THAT (1) IT IS A QUALIFIED INSTITUTIONAL BUYER (AS DEFINED IN RULE 144A UNDER THE SECURITIES ACT) AND A QUALIFIED PURCHASER (AS DEFINED IN SECTION 2(a)(51) OF THE INVESTMENT COMPANY ACT AND THE RULES THEREUNDER), AND IS PURCHASING THE SECURITIES FOR ITS OWN ACCOUNT OR FOR THE ACCOUNT OF ONE OR MORE QUALIFIED INSTITUTIONAL BUYERS THAT ARE ALSO QUALIFIED PURCHASERS; (2) IT IS NOT A BROKER DEALER WHICH OWNS AND INVESTS ON A DISCRETIONARY BASIS LESS THAN U.S. $25,000,000 IN SECURITIES OF UNAFFILIATED ISSUERS; (3) IT IS NOT A PARTICIPANT DIRECTED EMPLOYEE PLAN, SUCH AS A 401(k) PLAN; (4) IT WAS NOT FORMED FOR THE PURPOSE OF INVESTING IN THE ISSUER OR THIS NOTE; AND (5) IT, AND EACH ACCOUNT FOR WHICH IT HOLDS NOTES, WILL HOLD AND TRANSFER AT LEAST U.S.$100,000 IN PRINCIPAL AMOUNT OF NOTES. THIS SECURITY AND ANY INTEREST THEREIN MAY NOT BE OFFERED OR SOLD TO, FOR THE ACCOUNT OR BENEFIT OF, A U.S. PERSON SAVE AS OTHERWISE PROVIDED IN CONDITION 1.2 (OF THE TERMS AND CONDITIONS OF THE ENGLISH LAW NOTES AND THE UNCERTIFICATED NOTES) AND PRIOR TO THE EXPIRY OF THE DISTRIBUTION COMPLIANCE PERIOD (AS DEFINED IN THE AGENCY AGREEMENT) MAY NOT BE HELD OTHERWISE THAN THROUGH EUROCLEAR OR CLEARSTREAM, LUXEMBOURG. EACH HOLDER OF AN INTEREST IN THE NOTES AGREES THAT IT WILL DELIVER TO EACH PERSON TO WHOM THIS SECURITY IS TRANSFERRED A NOTICE

SUBSTANTIALLY TO THE EFFECT OF THIS LEGEND. TRANSFERS IN VIOLATION OF THE FOREGOING WILL BE OF NO FORCE OR EFFECT, WILL BE VOID *AB INITIO*, AND WILL NOT OPERATE TO TRANSFER ANY RIGHTS TO THE TRANSFEREE.

THE ISSUER HAS THE RIGHT TO REFUSE TO HONOUR A TRANSFER OF ANY INTEREST IN THIS NOTE TO A U.S. PERSON WHO IS NOT A QUALIFIED INSTITUTIONAL BUYER AND A QUALIFIED PURCHASER. THE ISSUER RESERVES THE RIGHT TO REDEEM OR TRANSFER ON BEHALF OF THE HOLDER ANY NOTE THAT IS HELD BY A U.S. PERSON WITHIN THE MEANING OF REGULATION S THAT IS NOT A QUALIFIED INSTITUTIONAL BUYER AND A QUALIFIED PURCHASER OR OTHERWISE SOLD OR TRANSFERRED IN VIOLATION OF THE RESTRICTIONS SET OUT HEREIN. NO PAYMENTS WILL BE MADE ON THE AFFECTED NOTES FROM THE DATE NOTICE OF THE SALE REQUIREMENT IS SENT TO THE DATE ON WHICH THE AFFECTED NOTES ARE SOLD. THERE CAN BE NO ASSURANCE THAT A HOLDER OF NOTES, OR AN INTEREST THEREIN, WHO IS REQUIRED TO SELL NOTES, OR WHOSE NOTES ARE SOLD ON ITS BEHALF (IN THIS WAY) WILL NOT INCUR A SIGNIFICANT LOSS AS A RESULT OF THE NEED FOR THE ISSUER, OR FOR THE TRANSFEROR, TO FIND A QUALIFYING TRANSFEREE WILLING TO PURCHASE THE NOTES. NEITHER THE ISSUER NOR ANY OTHER PERSON SHALL BE LIABLE TO A HOLDER FOR ANY SUCH LOSS.

EACH PURCHASER OF THIS NOTE OR ANY INTEREST HEREIN UNDERSTANDS THAT THE ISSUER MAY RECEIVE A LIST OF PARTICIPANTS HOLDING POSITIONS IN THE NOTES FROM ONE OR MORE BOOK-ENTRY DEPOSITORIES.

THE SECURITIES MAY NOT BE ACQUIRED BY, ON BEHALF OF, OR WITH THE ASSETS OF, (1) AN "EMPLOYEE BENEFIT PLAN" WITHIN THE MEANING OF SECTION 3(3) OF THE U.S. EMPLOYEE RETIREMENT INCOME SECURITY ACT OF 1974, AS AMENDED (ERISA) THAT IS SUBJECT TO THE PROVISIONS OF TITLE I OF ERISA OR A "PLAN" WITHIN THE MEANING OF SECTION 4975(E)(1) OF THE U.S. INTERNAL REVENUE CODE (THE CODE) THAT IS SUBJECT TO SECTION 4975 OF THE CODE, (2) A GOVERNMENTAL, CHURCH OR NON-U.S. PLAN SUBJECT TO ANY FEDERAL, STATE, LOCAL OR FOREIGN LAW, RULE OR REGULATION WHICH IS SUBSTANTIALLY SIMILAR TO THE PROVISIONS OF SECTION 406 OF ERISA OR SECTION 4975 OF THE CODE OR (3) AN ENTITY THE DELIVERABLE ASSETS OF WHICH INCLUDE PLAN ASSETS BY REASON OF INVESTMENT IN THE ENTITY BY SUCH AN EMPLOYEE BENEFIT PLAN OR PLAN.

THIS SECURITY AND RELATED DOCUMENTATION (INCLUDING, WITHOUT LIMITATION, THE AGENCY AGREEMENT REFERRED TO HEREIN) MAY BE AMENDED OR SUPPLEMENTED FROM TIME TO TIME, WITHOUT THE CONSENT OF, BUT UPON NOTICE TO, THE HOLDERS OF SUCH SECURITIES SENT TO THEIR REGISTERED ADDRESSES, TO MODIFY THE RESTRICTIONS ON AND PROCEDURES FOR RESALES AND OTHER TRANSFERS OF THIS SECURITY TO REFLECT ANY CHANGE IN APPLICABLE LAW OR REGULATION (OR THE INTERPRETATION THEREOF) OR IN PRACTICES RELATING TO RESALES OR OTHER TRANSFERS OF RESTRICTED SECURITIES GENERALLY OR FOR SECURITIES OF ISSUERS RELYING ON SECTION 3(c)(7) OF THE INVESTMENT COMPANY ACT. THE HOLDER OF THIS SECURITY SHALL BE DEEMED, BY ITS ACCEPTANCE OR PURCHASE HEREOF, TO HAVE AGREED TO ANY SUCH AMENDMENT OR SUPPLEMENT (EACH OF WHICH SHALL BE CONCLUSIVE AND BINDING ON THE HOLDER HEREOF AND ALL FUTURE HOLDERS OF THIS SECURITY AND ANY INTEREST THEREIN AND ANY SECURITIES ISSUED IN EXCHANGE OR SUBSTITUTION THEREFOR, WHETHER OR NOT ANY NOTATION THEREOF IS MADE HEREON).";

(k) if it is outside the United States and is not a U.S. Person, and is purchasing an interest in a Non-U.S. Registered Global Note, that if it should resell or otherwise transfer the Notes it will do so only outside the United States in an offshore transaction in compliance with Rule 903 or Rule 904 under the Securities Act to a person that is not a U.S. Person and in accordance with all applicable U.S. securities laws, and it acknowledges that the Non-U.S. Registered Notes will bear a legend to the following effect:

"THIS SECURITY AND ANY GUARANTEE THEREOF HAVE NOT BEEN AND WILL NOT BE REGISTERED UNDER THE U.S. SECURITIES ACT OF 1933, AS AMENDED (THE SECURITIES ACT), OR ANY OTHER APPLICABLE U.S. STATE SECURITIES LAWS AND NEITHER THE ISSUER NOR ANY GUARANTOR HAS REGISTERED OR WILL REGISTER AS AN INVESTMENT COMPANY UNDER THE U.S. INVESTMENT COMPANY ACT OF 1940, AS AMENDED (THE INVESTMENT COMPANY ACT). ACCORDINGLY, THIS SECURITY AND ANY INTEREST THEREIN MAY NOT BE OFFERED OR SOLD EXCEPT AS SET OUT BELOW.

THIS SECURITY IS BEING OFFERED AND SOLD IN RELIANCE ON REGULATION S UNDER THE SECURITIES ACT. THIS SECURITY, OR ANY INTEREST HEREIN, MAY NOT AT ANY TIME BE OFFERED, SOLD, RESOLD, TRADED, PLEDGED, REDEEMED, TRANSFERRED OR DELIVERED, DIRECTLY OR INDIRECTLY, IN THE UNITED STATES OR TO, OR FOR THE ACCOUNT OR BENEFIT OF, A U.S. PERSON (AS DEFINED IN REGULATION S UNDER THE SECURITIES ACT) AND ANY OFFER, SALE, RESALE, TRADE, PLEDGE, REDEMPTION, TRANSFER OR DELIVERY MADE, DIRECTLY OR INDIRECTLY, WITHIN THE UNITED STATES OR TO, OR FOR THE ACCOUNT OR BENEFIT OF, A U.S. PERSON WILL NOT BE RECOGNISED. THIS SECURITY OR ANY INTEREST HEREIN, MAY NOT BE LEGALLY OR BENEFICIALLY OWNED AT ANY TIME BY ANY U.S. PERSON AND ACCORDINGLY IS BEING OFFERED AND SOLD OUTSIDE THE UNITED STATES TO PERSONS THAT ARE NOT U.S. PERSONS IN RELIANCE ON REGULATION S.

BY ITS PURCHASE OF THIS SECURITY OR ANY INTEREST HEREIN, EACH PURCHASER WILL BE DEEMED OR REQUIRED, AS THE CASE MAY BE, TO HAVE AGREED THAT IT MAY NOT RESELL OR OTHERWISE TRANSFER THIS SECURITY OR ANY INTEREST HEREIN HELD BY IT EXCEPT OUTSIDE THE UNITED STATES IN AN OFFSHORE TRANSACTION TO A PERSON THAT IS NOT A U.S. PERSON. EACH HOLDER OF AN INTEREST IN THE NOTES AGREES THAT IT WILL DELIVER TO EACH PERSON TO WHOM THIS SECURITY IS TRANSFERRED A NOTICE SUBSTANTIALLY TO THE EFFECT OF THIS LEGEND. TRANSFERS IN VIOLATION OF THE FOREGOING WILL BE OF NO FORCE OR EFFECT, WILL BE VOID *AB INITIO*, AND WILL NOT OPERATE TO TRANSFER ANY RIGHTS TO THE TRANSFEREE.

THE ISSUER HAS THE RIGHT TO REFUSE TO HONOUR A TRANSFER OF ANY INTEREST IN THIS NOTE TO A U.S. PERSON WHO IS NOT A QUALIFIED INSTITUTIONAL BUYER AND A QUALIFIED PURCHASER. THE ISSUER RESERVES THE RIGHT TO REDEEM OR TRANSFER ON BEHALF OF THE HOLDER ANY NOTE THAT IS HELD BY A U.S. PERSON WITHIN THE MEANING OF REGULATION S THAT IS NOT A QUALIFIED INSTITUTIONAL BUYER AND A QUALIFIED PURCHASER OR OTHERWISE SOLD OR TRANSFERRED IN VIOLATION OF THE RESTRICTIONS SET OUT HEREIN. NO PAYMENTS WILL BE MADE ON THE AFFECTED NOTES FROM THE DATE NOTICE OF THE SALE REQUIREMENT IS SENT TO THE DATE ON WHICH THE AFFECTED NOTES ARE SOLD. THERE CAN BE NO ASSURANCE THAT A HOLDER OF NOTES, OR AN INTEREST THEREIN, WHO IS REQUIRED TO SELL NOTES, OR WHOSE NOTES ARE SOLD ON ITS BEHALF (IN THIS WAY) WILL NOT INCUR A SIGNIFICANT LOSS AS A RESULT OF THE NEED FOR THE ISSUER, OR FOR THE TRANSFEROR, TO FIND A QUALIFYING TRANSFEREE WILLING TO PURCHASE THE NOTES. NEITHER THE ISSUER NOR ANY OTHER PERSON SHALL BE LIABLE TO A HOLDER FOR ANY SUCH LOSS.

EACH PURCHASER OF THIS NOTE OR ANY INTEREST HEREIN UNDERSTANDS THAT THE ISSUER MAY RECEIVE A LIST OF PARTICIPANTS HOLDING POSITIONS IN THE NOTES FROM ONE OR MORE BOOK-ENTRY DEPOSITORIES.

THE SECURITIES MAY NOT BE ACQUIRED BY, ON BEHALF OF, OR WITH THE ASSETS OF, (1) AN "EMPLOYEE BENEFIT PLAN" WITHIN THE MEANING OF SECTION 3(3) OF THE U.S. EMPLOYEE RETIREMENT INCOME SECURITY ACT OF 1974, AS AMENDED (ERISA) THAT IS SUBJECT TO THE PROVISIONS OF TITLE I OF ERISA OR A "PLAN" WITHIN THE MEANING OF SECTION 4975(E)(1) OF THE U.S. INTERNAL REVENUE CODE (THE CODE) THAT IS SUBJECT TO SECTION 4975 OF THE CODE, (2) A GOVERNMENTAL, CHURCH OR NON-U.S. PLAN SUBJECT TO ANY FEDERAL, STATE, LOCAL OR FOREIGN LAW, RULE OR REGULATION WHICH IS SUBSTANTIALLY SIMILAR TO THE PROVISIONS OF SECTION 406 OF ERISA OR SECTION 4975 OF THE CODE OR (3) AN ENTITY THE DELIVERABLE

ASSETS OF WHICH INCLUDE PLAN ASSETS BY REASON OF INVESTMENT IN THE ENTITY BY SUCH AN EMPLOYEE BENEFIT PLAN OR PLAN.

THIS SECURITY AND RELATED DOCUMENTATION (INCLUDING, WITHOUT LIMITATION, THE AGENCY AGREEMENT REFERRED TO HEREIN) MAY BE AMENDED OR SUPPLEMENTED FROM TIME TO TIME, WITHOUT THE CONSENT OF, BUT UPON NOTICE TO, THE HOLDERS OF SUCH SECURITIES SENT TO THEIR REGISTERED ADDRESSES, TO MODIFY THE RESTRICTIONS ON AND PROCEDURES FOR RESALES AND OTHER TRANSFERS OF THIS SECURITY TO REFLECT ANY CHANGE IN APPLICABLE LAW OR REGULATION (OR THE INTERPRETATION THEREOF) OR IN PRACTICES RELATING TO RESALES OR OTHER TRANSFERS OF RESTRICTED SECURITIES GENERALLY OR FOR SECURITIES OF ISSUERS RELYING ON SECTION 3(c)(7) OF THE INVESTMENT COMPANY ACT. THE HOLDER OF THIS SECURITY SHALL BE DEEMED, BY ITS ACCEPTANCE OR PURCHASE HEREOF, TO HAVE AGREED TO ANY SUCH AMENDMENT OR SUPPLEMENT (EACH OF WHICH SHALL BE CONCLUSIVE AND BINDING ON THE HOLDER HEREOF AND ALL FUTURE HOLDERS OF THIS SECURITY AND ANY INTEREST THEREIN AND ANY SECURITIES ISSUED IN EXCHANGE OR SUBSTITUTION THEREFOR, WHETHER OR NOT ANY NOTATION THEREOF IS MADE HEREON).";

(l) that the Issuer and others will rely upon the truth and accuracy of the foregoing acknowledgements, representations and agreements and agrees that if any of such acknowledgements, representations or agreements made by it are no longer accurate, it shall promptly notify the Issuer; and if it is acquiring any Notes as a fiduciary or agent for one or more accounts it represents that it has sole investment discretion with respect to each such account and that it has full power to make the foregoing acknowledgements, representations and agreements on behalf of each such account;

(m) that the Issuer has the right to refuse to honour the transfer of any interest in the Notes to a U.S. Person who is not a QIB and a QP and the Issuer reserves the right to redeem, or transfer on behalf of the holder any Note that is held by, or for the account or benefit of, any U.S. Person that was not both a QIB and a QP at the time it purchased or acquired such Note. No payments will be made on the affected Notes from the date notice of the sale requirement is sent to the date on which the affected Notes are sold. There can be no assurance that a holder of Notes, or an interest therein, who is required to sell Notes, or whose Notes are sold on its behalf (in this way) will not incur a significant loss as a result of the need for the Issuer, or for the transferor, to find a qualifying transferee willing to purchase the Notes. Neither the Issuer nor any other party shall be liable to a holder for any such loss;

(n) No sale of Notes in the United States or to, or for the account or benefit of, U.S. Persons to any one purchaser will be for less than U.S.$100,000 (or its foreign currency equivalent) principal amount and no Note will be issued in connection with such a sale in a smaller principal amount. If such purchaser is a non-bank fiduciary acting on behalf of others, each person for whom it is acting must purchase at least U.S.$100,000 (or its foreign currency equivalent) of Notes;

(o) French law Dematerialised Notes and Uncertificated Notes which are, in each case, designated in the Final Terms as Permanently Restricted Notes, or any interest therein, may not at any time be offered, sold, resold, traded, pledged, redeemed, transferred or delivered, directly or indirectly, in the United States or to, or for the account or benefit of, a U.S. Person and any offer, sale, resale, trade, pledge, redemption, transfer or delivery made, directly or indirectly, within the United States or to, or for the account or benefit of, a U.S. Person will not be recognised. French Law Notes and Uncertificated Notes may not be legally or beneficially owned at any time by any U.S. Person and accordingly are being offered and sold outside the United States to persons that are not U.S. Persons in reliance on Regulation S;

(p) French law Materialised Notes and French law Dematerialised Notes and Uncertificated Notes which are, in each case, not designated as Permanently Restricted Notes, or any interest therein, may not be offered or sold in the United States or to, or for the account or benefit of, U.S. Persons except pursuant to an exemption from the registration requirements of the Securities Act in a

transaction that will not cause the Issuer or the Guarantor, as the case may be, to become required to register under the Investment Company Act; and

(q) that it will, and will require each subsequent holder to, notify any purchaser of the Notes from it of the representations and resale restrictions referred to in the foregoing paragraphs, and include as part of such transaction any legends or other disclosure required by such restrictions.

2. SELLING RESTRICTIONS: JURISDICTIONS OUTSIDE THE EUROPEAN ECONOMIC AREA (EEA)

2.1 Australia

The Base Prospectus has not and no prospectus or other disclosure document (as defined in the Corporations Act) in relation to the Programme or the Notes has been or will be lodged with the Australian Securities and Investments Commission (**ASIC**) or the Australian Securities Exchange operated by ASX Limited (**ASX**).
Each Dealer has represented and agreed, and each further Dealer appointed under the Programme will be required to represent and agree, that unless the applicable Final Terms (or another supplement to the Base Prospectus) otherwise provides, it:

(a) has not (directly or indirectly) offered or invited applications, and will not offer or invite applications for the issue, sale or purchase of the Notes in Australia (including an offer or invitation which is received by a person in Australia); and

(b) has not distributed or published, and will not distribute or publish, this Base Prospectus or any other offering material or advertisement relating to the Notes in Australia,

unless:

(c) the aggregate consideration payable by each offeree is at least A$500,000 (or its equivalent in an alternate currency, but, in either case, disregarding moneys lent by the offeror or its associates) or the offer or invitation otherwise does not require disclosure to investors in accordance with Part 6D.2 or 7.9 of the Corporations Act;

(d) the offer or invitation does not constitute an offer to a "retail client" as defined for the purposes of section 761G of the Corporations Act; and

(e) such action complies with all applicable laws, regulations and directives in Australia and does not require any document to be lodged with ASIC or the ASX.

2.1 Hong Kong

Each Dealer has represented and agreed, and each further Dealer appointed under the Programme and each other Purchaser will be required to represent and agree, that:

(a) it has not offered or sold and will not offer or sell in Hong Kong, by means of any document, any Notes (except for Notes which are a "structured product" as defined in the Securities and Futures Ordinance (Cap.571) of Hong Kong) other than (i) to "professional investors" as defined in the Securities and Futures Ordinance and any rules made under that Ordinance; or (ii) in other circumstances which do not result in the document being a "prospectus", as defined in the Companies Ordinance (Cap. 32) of Hong Kong or which do not constitute an offer to the public within the meaning of that Ordinance; and

(b) it has not issued or had in its possession for the purposes of issue, and will not issue or have in its possession for the purposes of issue, whether in Hong Kong or elsewhere, any advertisement, invitation or document relating to the Notes, which is directed at, or the contents of which are likely to be accessed or read by, the public of Hong Kong (except if permitted to do so under the securities laws of Hong Kong) other than with respect to Notes which are or are intended to be disposed of only to persons outside Hong Kong or only to "professional investors" as defined in the Securities and Futures Ordinance and any rules made under that Ordinance.

2.2 The People's Republic of China

Each Dealer and each Distributor of an issue will represent and agree that neither it nor any of its affiliates has offered or sold or will offer or sell any of the Notes in the People's Republic of China (excluding Hong Kong, Macau and Taiwan, the **PRC**) as part of the initial distribution of the Notes.

This Prospectus does not constitute an offer to sell or the solicitation of an offer to buy any securities in the PRC to any person to whom it is unlawful to make the offer or solicitation in the PRC.

The Issuer does not represent that this Prospectus may be lawfully distributed, or that any Notes may be lawfully offered, in compliance with any applicable registration or other requirements in the PRC, or pursuant to an exemption available thereunder, or assume any responsibility for facilitating any such distribution or offering. In particular, no action has been taken by the Issuer which would permit a public offering of any Notes or distribution of this document in the PRC. Accordingly, the Notes are not being offered or sold within the PRC by means of this Base Prospectus or any other document. Neither this Prospectus nor any advertisement or other offering material may be distributed or published in the PRC, except under circumstances that will result in compliance with any applicable laws and regulations.

2.3 Japan

The Notes have not been and will not be registered under the Financial Instruments and Exchange Act of Japan (Law No. 25 of 1948, as amended, the **FIEA**). Each Dealer has represented and agreed, and each further Dealer appointed under the Programme and each other Purchaser will be required to represent and agree, that it will not offer or sell any Notes, directly or indirectly, in Japan or to, or for the benefit of, any resident of Japan (as defined under Item 5, Paragraph 1, Article 6 of the Foreign Exchange and Foreign Trade Control Law (Law No. 228 of 1949, as amended)), or to others for re-offering or resale, directly or indirectly, in Japan or to, or for the benefit of, a resident of Japan, except pursuant to an exemption from the registration requirements of, and otherwise in compliance with, the FIEA and any other applicable laws, regulations and ministerial guidelines of Japan.

2.4 Singapore

Neither this Base Prospectus, the applicable Final Terms nor any other marketing materials relating to the Notes have been or will be registered as a prospectus with the Monetary Authority of Singapore. Accordingly, this document and any other document or material in connection with the offer or sale, or invitation for subscription or purchase, of Notes may not be circulated or distributed, nor may the Notes be offered or sold, or be made the subject of an invitation for subscription or purchase, whether directly or indirectly, to persons in Singapore other than (i) to an institutional investor under Section 274 of the Securities and Futures Act, Chapter 289 of Singapore (the **SFA**); (ii) to a relevant person pursuant to Section 275(1) of the SFA, or any person pursuant to Section 275(1A) of the SFA, and in accordance with the conditions specified in Section 275 of the SFA; or (iii) otherwise pursuant to, and in accordance with the conditions of, any other applicable provision of the SFA.

Where the Notes are subscribed or purchased under Section 275 of the SFA by a relevant person which is:

(a) a corporation (which is not an accredited investor (as defined in Section 4A of the SFA)) the sole business of which is to hold investments and the entire share capital of which is owned by one or more individuals, each of whom is an accredited investor; or

(b) a trust (where the trustee is not an accredited investor) whose sole purpose is to hold investments and each beneficiary of the trust is an individual who is an accredited investor,

then the shares, debentures and units of shares and debentures of that corporation or the beneficiaries' rights and interest (howsoever described) in that trust shall not be transferred within six months after that corporation or that trust has acquired the Notes pursuant to an offer made under Section 275 of the SFA except:

(1) to an institutional investor (for corporations, under Section 274 of the SFA) or to a relevant person defined in Section 275(2) of the SFA, or to any person pursuant to an offer that is made on terms that such shares, debentures and units of shares and debentures of that corporation or such rights and interest in that trust are acquired at a consideration of not less than S$200,000 (or its equivalent in a foreign currency) for each transaction, whether such amount is to be paid for in cash or by exchange of securities or other assets, and further for corporations, in accordance with the conditions specified in Section 275 of the SFA;
(2) where no consideration is or will be given for the transfer;
(3) where the transfer is by operation of law; or
(4) pursuant to Section 276(7) of the SFA.

2.5 Curaçao

The Notes may not be offered or sold, directly or indirectly, to residents of Curaçao (including corporations and partnerships organised under the laws thereof) unless they have non-resident status under Curaçao foreign exchange control regulations, or unless the Notes are offered or sold to credit institutions licensed in accordance with the National Ordinance on the supervision of banking and credit institutions 1994, or with the benefit of an individual exemption granted by the Central Bank of Curaçao and Sint Maarten.

2.6 Switzerland

Each Dealer has represented and agreed, and each further Dealer appointed under the Programme and each other Purchaser will be required to agree, that, it will comply with (i) any laws, regulations or guidelines applicable in Switzerland (as amended from time to time) in relation to the offer, sale, delivery or transfer of the Notes or the distribution of any offering material in or from Switzerland in respect of such Notes, as well as (ii) the requirements in respect of the distribution of CHF SIS Notes set out in Condition 1(a) to 1(g) of the Terms and Conditions of the English Law Notes and the Uncertificated Notes.

If pursuant to Part B of the relevant Final Terms "Public Offering in or from Switzerland" is not applicable, each Dealer has represented and agreed, and each further Dealer appointed under the Programme and each other Purchaser will be deemed to represent and agree, that the Notes may not be publicly offered, sold or advertised, directly or indirectly, in or from Switzerland, and in case of structured products as per article 5 CISA, the Notes may be distributed in or from Switzerland exclusively to Qualified Investors as defined by article 10 CISA and related provisions of the Collective Investment Scheme Ordinance ("CISO") and in strict compliance with applicable Swiss law and regulations. The Notes will not be listed on the SIX Swiss Exchange or on any other exchange or regulated trading facility in Switzerland. Neither this document, nor any other offering or marketing material relating to the Notes constitutes a prospectus as such term is understood pursuant to article 652a or article 1156 of the Swiss Code of Obligations or a listing prospectus pursuant to the listing rules of the SIX Swiss Exchange or any other exchange or regulated trading facility in Switzerland or a simplified prospectus or a prospectus as such terms are defined in the CISA. Neither the Final Terms nor any other marketing material relating to the Notes may be distributed to non-Qualified Investors or otherwise made publicly available in Switzerland

2.7 India

To the extent that a Note constitutes an offshore derivatives instrument (**ODI**) (as such term is defined for the purposes of the Securities and Exchange Board of India (Foreign Institutional Investors) Regulation 1995 and notifications, circulars, rules and guidelines of the Securities and Exchange Board of India issued from time to time) (collectively referred to as the **FII Regulations**), the following selling restrictions shall apply to such Note:

2.7.1 By the purchase of any Notes, on the date of purchase and on each day the Notes are being held, each Noteholder will be deemed to represent and warrant that its purchase of the Notes is in full compliance with the following selling restrictions and it undertakes and agrees to the selling restrictions below:

(1) The Notes shall not be offered, sold or transferred to (i) a "person resident in India" (as such term is defined in the Foreign Exchange Management Act, 1999, as may be amended or supplemented from time to time), or, (ii) a "non-resident Indian" (as such term is defined in the Foreign Exchange Management (Deposit) Regulations, 2000 as may be amended or supplemented from time to time), (each a **Restricted Entity**).

(2) The Notes shall not be offered, sold or transferred to any person/entity whose controller is a Restricted Entity.
For the purposes of this representation, a **controller** means any person or group of persons (acting pursuant to any agreement or understanding (whether formal or informal, written or otherwise)) who:
(a) is/are entitled to exercise, or control the exercise of a majority or more of the voting power of an entity; or
(b) holds or is otherwise entitled to a majority or more of the economic interest in an entity; or
(c) in fact exercises control over an entity.

For the purposes of this representation, **control** means the ability to appoint a majority or more of the directors of an entity, or the capacity to control decision-making, directly or indirectly, in relation to the financial, investment and/or operating policies of an entity in any manner.

Notwithstanding the foregoing definition, in the case only where an entity's investments are being managed on a discretionary basis by an investment manager, such investment manager shall not be deemed to be such entity's controller for the purposes of this representation by reason only of it being able to control decision-making in relation to the entity's financial, investment and /or operating policies.

(3) The Notes shall only be purchased by a principal for its own account and not as an agent, nominee, trustee or representative of any other person and no agreement for the issuance of a back-to-back ODI (as such term is defined for the purposes of the FII Regulations) can be entered into against the Notes. For the purpose of this paragraph 2.7.1 ((3), a "back-to-back ODI" shall not include the issue of any ODI issued by a party who has disclosed the terms and parties to such back-to-back ODI in the form and manner prescribed by the Securities and Exchange Board of India pursuant to the FII Regulations (in particular, under Regulation 20A of the FII Regulations).

(4) The Notes shall only be offered to a "person regulated by an appropriate foreign regulatory authority" (as such term and/or requirements relating thereto are defined or otherwise interpreted for the purposes of Regulation 15A of the FII Regulations) (a **Regulated Entity**). Sovereign Wealth Funds/Foreign Government Bodies (SWF/FGB) are deemed to be eligible to be issued ODIs under the existing provisions of regulation 15A.

(5) The Notes shall not be purchased with the intent of circumventing or otherwise avoiding any requirements applicable under the FII Regulations (including, without limitation, any restrictions applying to foreign institutional investors in relation to their issuances and/or other dealings in the Notes with, Restricted Entities and persons/entities who are not Regulated Entities).

(6) The Notes cannot be sold, transferred, assigned or novated or otherwise disposed of and no back-to-back ODIs may be entered into and no agreement with respect to any of the foregoing may be entered into by the Noteholder nominees, associates or affiliates (each, a **Transfer**) with, an entity which is a Restricted Entity or an entity which is not a Regulated Entity. For the purpose of this paragraph 2.7.1(6), a "back-to-back ODI" shall not include the issue of any ODI issued by a party who has disclosed the terms and parties to such back-to-back ODI in the form and manner prescribed by the Securities and Exchange Board of India pursuant to the FII Regulations (in particular, under Regulation 20A of the FII Regulations).

2.7.2 Further, by the purchase of any Notes, each purchaser of the Notes is deemed to have agreed and undertaken as follows (and for the avoidance of doubt, such agreements and undertakings shall survive the maturity or expiration date of such Notes):

(1) It will, in the case where it or its nominees, associates or affiliates sell, transfer, assign, novate or otherwise dispose of the Notes to, or enter into any back-to-back ODIs or enter into an agreement with respect to any of the foregoing with any party:
   (a) provide notice of these "Indian Selling Restrictions" to any person to whom a Transfer was made (the **Transferee**); and
   (b) issue a written notice to the Issuer in such form as the Issuer may determine within two (2) Hong Kong business days after the Transfer.

   For the purpose of this paragraph 2.7.2(1), a "back-to-back ODI" shall not include the issue of any ODI to be issued by a party who makes monthly or periodic disclosure of ODI transactions to the Securities and Exchange Board of India and will disclose the terms and parties to such back-to-back ODI in the form and manner prescribed by the Securities and Exchange Board of India pursuant to the FII Regulations (in particular, under Regulation 20A of the FII Regulations).

(2) The Issuer and its associates/affiliates are authorised to provide information in their possession regarding it, any Transferee, each of the nominees or associates/affiliates of it and/or the Transferee, the Notes and any breach of these representations, warranties, agreements and undertaking to any Indian governmental or regulatory authorities (each an **Authority**) as the Issuer or its associates/affiliates reasonably deems necessary or appropriate in order to comply with regulations or requests of such Authority from time to time, including but not limited to disclosures in periodic reportings made by the Issuer or its associates/affiliates to any Authority.

(3) It will and shall procure its nominees or associates/affiliates to, provide the Issuer or its associates/affiliates (as the case may be) promptly with such additional information that the Issuer or its associates/affiliates (as the case may be) reasonably deems necessary or appropriate in order to comply with regulations or requests of any Authority from time to time.

(4) It acknowledges that non-compliance with, or breach, violation or contravention of, the obligations under these "Indian Selling Restrictions" (including, without limitation, any restrictions with respect to a Transfer) (**ODI Holder Obligations**) may result in non-compliance with, or breach, violation or contravention of, applicable laws, regulations, governmental orders or directions, regulatory sanctions against the Issuer and/or its associates/affiliates and cause irreparable harm to the Issuer and/or its associates/affiliates. Accordingly, it further acknowledges that, in the event of any non-compliance with, or breach, violation or contravention of the ODI Holder Obligations by it, the Issuer and/or its associates/affiliates may notify the Authority of the breach, violation or contravention and exercise any rights and take any measures available to the Issuer and/or its associates/affiliates under the terms of the Notes including these "Indian Selling Restrictions", or any other measures to prevent, avoid, mitigate, remedy or cure such non-compliance, breach, violation or contravention, including but not limited to termination or compulsory redemption of the Notes by the Issuer or its associates/affiliates.

(5) It will promptly notify the Issuer or its associates/affiliates should any of the representations,

warranties, agreements and undertakings given by it change or no longer hold true.

2.8 United States

The Notes and any Guarantee have not been and will not be registered under the Securities Act and may only be offered, sold or delivered (a) outside of the United States in an offshore transaction in compliance with Rule 903 or Rule 904 under the Securities Act to persons that are not U.S. Persons or (b) directly or indirectly within the United States or to, or for the account or benefit of, U.S. Persons in accordance with Rule 144A under the Securities Act or pursuant to an exemption from the registration requirements of the Securities Act, in each case in a transaction that will not cause the Issuer to become required to register as an investment company under the Investment Company Act, as more fully described under the heading "Subscription, Sale and Transfer Restrictions". Terms used in this paragraph have the meanings given to them by Regulation S under the Securities Act.

Any offers and sales in the United States will only be made by dealers that are registered broker-dealers under Section 15 of the Exchange Act, as amended. Each Dealer has represented and agreed, and each further Dealer appointed under the Programme and each other Purchaser will be required to agree, that it will not offer, sell or deliver Notes (other than Permanently Restricted Notes) (a) as part of their distribution at any time or (b) otherwise until the day immediately following 40 days after the completion of the distribution of all Notes of the Tranche of which such Notes are a part, as determined and certified by the Fiscal Agent to such Dealer or Purchaser (as the case may be) or, in the case of an issue of Notes on a syndicated basis, the relevant lead manager within the United States or to, or for the account or benefit of, U.S. Persons except in compliance with Rule 144A under the Securities Act and that it will not at any time offer, sell or deliver Permanently Restricted Notes, or any interest therein, within the United States or to, or for the benefit or account of, U.S. Persons, and it will have sent to each Dealer or Purchaser to which it sells Notes during the distribution compliance period a confirmation or other notice setting forth the restrictions on offers and sales of the Notes within the United States or to, or for the account or benefit of, U.S. Persons. In addition, until the day immediately following 40 days after the commencement of the offering, an offer or sale of Notes within the United States by any Dealer or Purchaser (whether or not participating in the offering) may violate the registration requirements of the Securities Act. Terms used in this paragraph have the meanings given to them by Regulation S under the Securities Act.

Dealers may arrange for the resale of Notes (other than Permanently Restricted Notes) to QIBs that are also QPs pursuant to Rule 144A and each such purchaser of Notes is hereby notified that the Dealers may be relying on the exemption from the registration requirements of the Securities Act provided by Rule 144A. The minimum aggregate principal amount of Notes which may be purchased by a QIB that is also a QP pursuant to Rule 144A is U.S.$100,000 (or the approximate equivalent thereof in any other currency). To the extent that the Issuer is not subject to or does not comply with the reporting requirements of Section 13 or 15(d) of the Exchange Act or the information furnishing requirements of Rule 12g3-2(b) thereunder, the Issuer has agreed to furnish to holders of Notes and to prospective purchasers designated by such holders, upon request, such information as may be required by Rule 144A(d)(4).

Each issue of Index Linked Notes may be subject to such additional U.S. selling restrictions as the Issuer and the relevant Purchaser may agree, as indicated in the applicable Final Terms. Each Dealer has agreed and each other Purchaser will be required to agree that it will offer sell or deliver such Notes only in compliance with such additional U.S. selling restrictions. The Dealers may require prospective purchasers of the Notes to provide a certificate substantially in the form attached to the Operating and Administrative Procedures Memorandum evidencing such purchaser's eligibility to purchase such Notes and compliance with the relevant selling restrictions.

French law Dematerialised Notes and Uncertificated Notes which are, in each case, designated in the Final Terms as Permanently Restricted Notes, or any interest therein, may not at any time be offered, sold, resold, traded, pledged, redeemed, transferred or delivered, directly or indirectly, in the United

States or to, or for the account or benefit of, a U.S. Person and any offer, sale, resale, trade, pledge, redemption, transfer or delivery made, directly or indirectly, within the United States or to, or for the account or benefit of, a U.S. Person will not be recognised. French Law Notes and Uncertificated Notes may not be legally or beneficially owned at any time by any U.S. Person and accordingly are being offered and sold outside the United States to persons that are not U.S. Persons in reliance on Regulation S.

French law Materialised Notes and French law Dematerialised Notes and Uncertificated Notes which are, in each case, not designated as Permanently Restricted Notes, or any interest therein, may not be offered or sold in the United States or to, or for the account or benefit of, U.S. Persons except pursuant to an exemption from the registration requirements of the Securities Act in a transaction that will not cause the Issuer or the Guarantor, as the case may be, to become required to register under the Investment Company Act.

If the applicable Final Terms specify that the paragraph "*Permanently Restricted Notes*" is "Yes":

The Notes described herein are designated as Permanently Restricted Notes. As a result, they may not be legally or beneficially owned at any time by any U.S. Person (as defined in Regulation S) and accordingly are being offered and sold outside the United States to persons that are not U.S. Persons in reliance on Regulation S.

By its purchase of a Note, each purchaser will be deemed or required, as the case may be, to have agreed that it may not resell or otherwise transfer any Note held by it except outside the United States in an offshore transaction to a person that is not a U.S. Person.

If the applicable Final Terms specify that the paragraph "*Permanently Restricted Notes*" is "No":

The Notes have not been, and will not be, registered under the United States Securities Act of 1933, as amended (the Securities Act), or with any securities regulatory authority of any state or other jurisdiction of the United States and may not be offered or sold within the United States or for the account or benefit of U.S. persons (as defined in Regulation S under the Securities Act), except in certain transactions exempt from the registration requirements of the Securities Act.

In addition in respect of Bearer Notes where TEFRA D is specified in the applicable Final Terms:

(i) except to the extent permitted under U.S. Treas. Reg. Section 1.163-5(c)(2)(i)(D) (the **D Rules**), each Dealer (i) represents that it has not offered or sold, and agrees that during the restricted period it will not offer or sell, Notes in bearer form to a person who is within the United States or its possessions or to a United States person, and (ii) represents that it has not delivered and agrees that it will not deliver within the United States or its possessions definitive Notes in bearer form that are sold during the restricted period;

(ii) each Dealer represents that it has and agrees that throughout the restricted period it will have in effect procedures reasonably designed to ensure that its employees or agents who are directly engaged in selling Notes in bearer form are aware that such Notes may not be offered or sold during the restricted period to a person who is within the United States or its possessions or to a United States person, except as permitted by the D Rules;

(iii) if it is a United States person, each Dealer represents that it is acquiring Notes in bearer form for purposes of resale in connection with their original issuance and if it retains Notes in bearer form for its own account, it will only do so in accordance with the requirements of U.S. Treas. Reg. Section I.163-5(c)(2)(i)(D)(6); and

(iv) with respect to each affiliate that acquires Notes in bearer form from a Dealer for the purpose of offering or selling such Notes during the restricted period, such Dealer repeats and confirms

the representations and agreements contained in subclauses (i), (ii) and (iii) above on such affiliate's behalf.

Terms used in this subclause have the meanings given to them by the U.S. Internal Revenue Code of 1986 and Treasury regulations promulgated thereunder, including the D Rules.

In respect of Bearer Notes where TEFRA C is specified in the applicable Final Terms, such Notes must be issued and delivered outside the United States and its possessions in connection with their original issuance. Each Dealer has represented and agreed that it has not offered, sold or delivered, and will not offer, sell or deliver, directly or indirectly, such Notes within the United States or its possessions in connection with their original issuance. Further, each Dealer has represented and agreed in connection with the original issuance of such Notes that it has not communicated, and will not communicate, directly or indirectly, with a prospective purchaser if such purchaser is within the United States or its possessions and will not otherwise involve its U.S. office in the offer or sale of such Notes.

2.9 Kingdom of Bahrain

In relation to investors in the Kingdom of Bahrain, Notes issued in connection with this Base Prospectus and related offering documents may only be offered in registered form to existing account holders and accredited investors as defined by the CBB in the Kingdom of Bahrain where such investors make a minimum investment of at least U.S.$ 100,000.
This offer does not constitute an offer of Securities in the Kingdom of Bahrain in terms of Article (81) of the Central Bank and Financial Institutions Law 2006 (decree Law No. 64 of 2006). This Base Prospectus and related offering documents have not been and will not be registered as a prospectus with the Central Bank of Bahrain (CBB). Accordingly, no Securities may be offered, sold or made the subject of an invitation for subscription or purchase nor will this Base Prospectus or any other related document or material be used in connection with any offer, sale or invitation to subscribe or purchase Securities, whether directly or indirectly, to persons in the Kingdom of Bahrain.

The CBB has not reviewed or approved this Base Prospectus or related offering documents and it has not in any way considered the merits of the Notes to be offered for investment, whether in or outside the Kingdom of Bahrain. Therefore, the CBB assumes no responsibility for the accuracy and completeness of the statements and information contained in this document and expressly disclaims any liability whatsoever for any loss howsoever arising from reliance upon the whole or any part of the contents of this document.

2.10 The Russian Federation

Information contained in this document does not constitute an advertisement or offering of the Notes in Russia within the meaning of Russian securities laws and must not be passed on to third parties or otherwise be made publicly available in Russia. The Notes have not been and will not be registered with the Federal Service for Financial Markets in Russia and are not intended for “public offering”, “placement” or “public circulation” in Russia (each as defined in Russian securities laws).
Each Dealer has represented and agreed that the Notes will not be offered, transferred or sold as part of their initial distribution or at any time thereafter to or for the benefit of any persons (including legal entities) resident, incorporated, established or having their usual residence in the Russian Federation or to any person located within the territory of the Russian Federation unless and to the extent otherwise permitted under Russian Law.

3. SELLING RESTRICTIONS: JURISDICTIONS WITHIN THE EEA

The selling restrictions below may not be applicable in the context of a public offer, in which case appropriate modifications will be made in the applicable Final Terms.

3.1 Public Offer Selling Restriction under the Prospectus Directive

In relation to each Member State of the EEA which has implemented the Prospectus Directive (each a **Relevant Member State**), each Dealer has represented and agreed, and each further Dealer appointed under the Programme and each other Purchaser will be required to represent and agree, that with effect from and including the date on which the Prospectus Directive is implemented in that Relevant Member State (the **Relevant Implementation Date**), it has not made and will not make an offer of Notes which are the subject of the offering contemplated by the Base Prospectus as completed by the final terms in relation thereto to the public in that Relevant Member State, except that it may, with effect from and including the Relevant Implementation Date, make an offer of such Notes to the public in that Relevant Member State:

(a) if the final terms in relation to the Notes specify that an offer of those Notes may be made other than pursuant to Article 3(2) of the Prospectus Directive in that Relevant Member State (a **Non-exempt Offer**), following the date of 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 Relevant Member State and notified to the competent authority in that Relevant Member State, provided that (i) the Issuer has given its written consent and (ii) any such prospectus has subsequently been completed by the final terms contemplating such Non-exempt Offer, in accordance with the Prospectus Directive, in the period beginning and ending on the dates specified in such prospectus or final terms, as applicable;

(b) at any time to any legal entity which is a qualified investor as defined under the Prospectus Directive. And in respect of investors in Norway that are duly registered as a professional investor pursuant to the Norwegian Securities Trading Act;

(c) at any time to fewer than 100 or, if the Relevant Member State has implemented the relevant provision of the 2010 PD Amending Directive, 150, natural or legal persons (other than qualified investors as defined in the Prospectus Directive) subject to obtaining the prior consent of the relevant Dealer or Dealers nominated by the Issuer for any such offer; or

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

provided that no such offer of Notes referred to in (b) to (d) above shall require the Issuer or any Dealer to publish a prospectus pursuant to Article 3 of the Prospectus Directive or supplement a prospectus pursuant to Article 16 of the Prospectus Directive.

For the purposes of this provision, the expression an "offer of Notes 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 the Notes to be offered so as to enable an investor to decide to purchase or subscribe the Notes, as the same may be varied in that Member State by any measure implementing the Prospectus Directive in that Member State and the expression **Prospectus Directive** means Directive 2003/71/EC (and the amendments thereto, including the 2010 PD Amending Directive, to the extent implemented in the Relevant Member State) and includes any relevant implementing measure in the Relevant Member State and the expression **2010 PD Amending Directive** means Directive 2010/73/EU.

3.2 Austria

Each Dealer has represented and agreed, and each further Dealer appointed under the Programme and each other Purchaser will be required to represent and agree, that the Notes have not been offered or sold and will not be offered, sold or delivered directly or indirectly in the Republic of Austria by way of a public offering, unless in compliance with the Austrian Capital Market Act (*Kapitalmarktgesetz*) as amended from time to time.

3.3 Belgium

The offer, the Base Prospectus and related documents are not intended to constitute a public offer in Belgium and may not be communicated to or distributed to investors in a way that would constitute a public offer as defined in the Law of 16 June 2006 on the public offer of investment instruments and the admission to trading of investment instruments on a regulated market. The offer of the Notes has not been and will not be notified to the Belgian Commission for Banking, Finance and Insurance (CBFA) and the CBFA has neither reviewed nor approved this (these) document(s).

Each Dealer has represented and agreed, and each further Dealer appointed under the Programme and each other Purchaser will be required to represent and agree, that it will not offer for sale, sell or market in Belgium such Notes by means of a public offer within the meaning of the Law of 16 June 2006 on the public offer of investment instruments and the admission to trading of investment instruments on a regulated market.

The following paragraph is only to be used if the Qualified Investor exemption is to be relied upon:

Any offer will only be made in Belgium to qualified investors as defined in article 10 of the Law of 16 June 2006 on the public offer of investment instruments and the admission to trading of investment instruments on a regulated market.

3.4 Czech Republic

No approval, permit or consent for the issue of the Notes has been obtained (including the obtaining of the approval of the emission terms and conditions (in Czech "*emisní podmínky*") of the Notes) by the the relevant Issuer from the Czech National Bank (the **CNB**) under the Act No. 190/2004 Coll., on Bonds, as amended (the **Bonds Act**). No action has been taken (including the obtaining of the prospectus approval from the CNB and the admission to trading on a regulated market (as defined in Section 55 of the Act No. 256/2004 Coll., on Conducting Business in the Capital Market, as amended (the **Capital Market Act**)) by the Issuer for the purposes of the Notes to qualify as listed investment securities within the meaning of Section 3(2) of the Capital Market Act.

Each Dealer has represented and agreed, and each further Dealer appointed under the Programme and each other Purchaser will be required to represent and agree, that it has not offered or sold, and will not offer or sell, any Notes that are subject to the offering or selling under this Base Prospectus as completed by the Final Terms thereto in the Czech Republic through a public offering,– except that it may make a public offering of such Notes in the Czech Republic under exemptions set out in Sections 34(4)(g) and 35(2)(a)-(d) of the Capital Market Act, provided that no such offering will require the Issuer, Dealer or any Purchaser to publish a prospectus (and, where applicable, the final terms) and/or a supplement prospectus in the Czech Republic and, if applicable, in other EEA Member State.

Each Dealer has represented and agreed, and each further Dealer appointed under the Programme and each other Purchaser will be required to represent and agree, with the Issuer and each other Dealer and/or Purchaser (as applicable), that it has not taken, and will not take, any action (i) that would result in the Notes (specifically bonds) being deemed to have been issued in the Czech Republic, unless expressly requested by the relevant Issuer, (ii) that would result in the issue of the Notes being classed as "receiving deposits from the public" by the Issuer in the Czech Republic under Act No. 21/1992 Coll., on Banks, as amended (the **Banking Act**), (iii) that would result to the Issuer being considered to be supporting/publicising activities prohibited by Act No. 189/2004 Coll., on Collective Investment, as amended (the **Collective Investment Act**), and/or (iv) due and lawful exercise of which requires and/or would require an approval of, permit by, consent of and/or proceeding with an application to, registration with, filing with or notification to the CNB or other Czech and EEA Member State authority in respect of the Notes pursuant to applicable laws of the Czech Republic; except for action(s) consisting in the offer of the Notes in the Czech Republic under the exemptions and conditions set out in Sections 34(4)(g) and 35(2)(a)-(d) of the Capital Market Act or except for action(s) explicitly requested or in advance approved by the Issuer.

Each Dealer has represented and agreed, and each further Dealer appointed under the Programme and each other Purchaser will be required to represent and agree, with the Issuer and each other Dealer and/or Purchaser (as applicable), that in respect of the Notes it has complied with and will comply with all applicable laws of the Czech Republic and, in particular, with the Capital Market Act (including rules on provision of investment services in the Czech Republic), the Bonds Act, the Collective Investment Act, the Banking Act and the practice of the CNB or any other competent authority.

Any other person (other than the Issuer, Dealer and/or any Purchaser) that publicly offers or intends to publicly offer the Notes in the Czech Republic may only do so provided that (i) no obligation will arise for the Issuer, Dealer and/or any Purchaser to prepare and/or publish any prospectus (and, if applicable, final terms), a supplement prospectus and/or emission terms and conditions (in Czech "*emisní podmínky*") of the Notes, and/or to obtain any approval of, permit by or consent of, and/or to proceed with an application to, registration with, filing with and/or notification to the CNB or any other Czech or EEA Member State authority in respect of the Notes pursuant to applicable laws of the Czech Republic; (ii) such activity would not lead to the issue of the Notes being considered as "receiving deposits from the public" by the Issuer in the Czech Republic under the Banking Act; (iii) such activity would not result in the Issuer being considered to be supporting/publicising activities prohibited by the Collective Investment Act; and (iv) any such other person has complied with and will comply with any and all applicable laws of the Czech Republic, and, in particular, with the Capital Market Act (including rules on provision of investment services in the Czech Republic), the Collective Investment Act, the Bonds Act, the Banking Act and the practice of the CNB or any other competent authority. In case of an offer for which a publication of a prospectus (and, if applicable, final terms) and/or a supplement prospectus is needed, such other person would need to prepare its own prospectus and/or supplement prospectus.

For the purposes of these provisions on Czech selling restrictions, the expression "public offering" in relation to any Notes is any communication to a wider group of persons containing information about offered Notes and conditions for their acquisition, which information is sufficient so as to enable an investor to make a decision to purchase or subscribe for such Notes.

3.5 Denmark

Each Dealer has represented and agreed, and each further Dealer appointed under the Programme and each other Purchaser will be required to represent and agree, that the Notes have not been offered or sold and will not be offered, sold or delivered directly or indirectly in the Kingdom of Denmark by way of a public offering, unless in compliance with the Danish Securities Trading Act, Consolidation Act No. 803 of 9 August 2011 as amended from time to time and any Executive Orders issued in connection thereto.

3.6 France

3.6.1 In relation to any Notes issued by SG Issuer and SGA Société Générale Acceptance N.V., each of the Dealers and the Issuer has represented and agreed that, and each further Dealer appointed under the Programme and each other Purchaser will be required to represent and agree that:

3.6.1.1 *Offer to the public in France:*

it has only made and will only make an offer of Notes to the public in France in the period beginning: (a) when a prospectus in relation to those Notes has been approved by the *Autorité des marchés financiers* (**AMF**), on the date of such publication; or (b) when a prospectus has been approved by the competent authority of another Member State of the EEA which has implemented the EU Prospectus Directive 2003/71/EC, on the date of notification of such approval to the AMF, all in accordance with articles L.412-1 and L.621-8 of the French *Code monétaire et financier* and the *Règlement général* of the AMF and ending at the latest on the date which is 12 months after the date of approval of the Base Prospectus; or

3.6.1.2 *Private placement in France:*

in connection with their initial distribution, it has not offered or sold and will not offer or sell, directly or indirectly, Notes to the public in France, and it has not distributed or caused to be distributed and will not distribute or cause to be distributed to the public in France, the Base Prospectus, the relevant Final Terms or any other offering material relating to the Notes and that such offers, sales and distributions have been and will be made in France only to: (a) providers of investment services relating to portfolio management for the account of third parties; and/or (b) qualified investors (*investisseurs qualifiés*) acting for their own account, other than individuals, all as defined in, and in accordance with, articles L.411-1, L.411-2 and D.411-1 to D.411-3 of the French *Code monétaire et financier.*

3.6.2 In relation to any Notes issued by Société Générale or SG Option Europe, each of the Dealers and the Issuer has represented and agreed that, and each further Dealer appointed under the Programme and each other Purchaser will be required to represent and agree that:

3.6.2.1 *Offer to the public in France:*

it has only made and will only make an offer of Notes to the public in France in the period beginning (i) when a prospectus in relation to those Notes has been approved by the AMF, on the date of such publication; or (ii) when a prospectus has been approved by the competent authority of another Member State of the EEA which has implemented the EU Prospectus Directive 2003/71/EC, on the date of notification of such approval to the AMF, all in accordance with articles L.412-1 and L.621-8 of the French *Code monétaire et financier* and the *Règlement général* of the AMF, and ending at the latest on the date which is 12 months after the date of approval of the Base Prospectus; or

3.6.2.2 *Private placement in France:*

in connection with their initial distribution, it has not offered or sold and will not offer or sell, directly or indirectly, Notes to the public in France and it has not distributed or caused to be distributed and will not distribute or cause to be distributed, to the public in France, the Base Prospectus, the relevant Final Terms or any other offering material relating to the Notes and such offers, sales and distributions have been and will be made in France only to: (a) providers of investment services relating to portfolio management for the account of third parties; and/or (b) qualified investors (*investisseurs qualifiés*), other than individuals, all as defined in, and in accordance with, articles L.411-1, L.411-2 and D.411-1 to D.411-3 of the French *Code monétaire et financier* and in each case acting for their own account.

3.7 Italy

3.7.1 Unless it is specified within the relevant Final Terms that a non exempt offer may be made in Italy, the offering of the Notes has not been registered with the Italian Financial Regulator (*Commissione Nazionale per le Società e la Borsa* or **CONSOB**) pursuant to Italian securities legislation and, accordingly, no Notes may be offered, sold, promoted, advertised or delivered, directly or indirectly, to the public in the Republic of Italy, nor may copies of the Base Prospectus, any Final Terms or of any other document relating to the Notes be distributed, made available or advertised in the Republic of Italy, except:

(i) to **Qualified Investors** (*investitori qualificati*), as defined pursuant to Article 100, first paragraph, letter a) of Legislative Decree No. 58 of 24 February 1998, as amended (the **Financial Services Act**) and Article 34-*ter,* first paragraph, letter b) of CONSOB Regulation No. 11971 of 14 May 1999, as amended from time to time (**Regulation No. 11971**);

(ii) the delivery of any prospectus relating to the Notes, provided that such prospectus has been approved in another Relevant Member State and notified to CONSOB, in an offer of financial products to the public in the period commencing on the date of publication of such prospectus or, if the Relevant Member State has implemented the relevant provision of the 2010 PD Amending Directive, on the date of the approval of such prospectus, all in accordance with the Prospectus

Directive, as implemented in the Republic of Italy under the Financial Services Act and Regulation No. 11971, until 12 months after the date of publication of such prospectus or, if the Relevant Member State has implemented the relevant provision of the 2010 PD Amending Directive, after the date of the approval of such prospectus; or

(iii) in other circumstances which are exempted from the rules on public offerings pursuant to Article 100 of the Financial Services Act and Article 34-*ter* of Regulation No. 11971.

3.7.2 Any offer, sale or delivery of the Notes or distribution of copies of the Base Prospectus or any other document relating to the Notes in the Republic of Italy under (i) or (iii) above must be:

(a) made by an investment firm, bank or financial intermediary permitted to conduct such activities in the Republic of Italy in accordance with the Financial Services Act, CONSOB Regulation No. 16190 of 29 October 2007 (as amended from time to time) and Legislative Decree No. 385 of 1 September 1993, as amended (the **Banking Act**);

(b) in compliance with Article 129 of the Banking Act, as amended, and the implementing guidelines of the Bank of Italy, as amended from time to time, pursuant to which the Bank of Italy may request information on the issue or the offer of securities in the Republic of Italy; and

(c) in compliance with any other applicable laws and regulations or requirement imposed by CONSOB or other Italian authority.

3.7.3 Provisions relating to the secondary markets in Italy

Investors should also note that, in any subsequent distribution of the Notes in the Republic of Italy, article 100-bis of the Financial Services Act affects the transferability of the Notes to the extent that any placing of the Notes is made solely with Qualified Investors and such Notes are then systematically resold to non-Qualified Investors on the secondary market at any time in the 12 months following such placing and no exemption under (iii) above applies. Where this occurs, if a prospectus compliant with the Prospectus Directive has not been published, purchasers of Notes who are acting outside of the course of their business or profession may in certain circumstances be entitled to declare such purchase null and void and, in addition, to claim damages from any authorised person at whose premises the Notes were purchased, unless an exemption provided for under the Financial Services Act applies.

3.8 Portugal

Each Dealer has represented and agreed, and each further Dealer appointed under the Programme and each other Purchaser will be required to represent and agree, that: (i) no document, circular, advertisement or any offering material in relation to the Notes has been or will be subject to approval by the Portuguese Securities Market Commission (*Comissão do Mercado de Valores Mobiliários*, the **CMVM**); (ii) it has not directly or indirectly taken any action or offered, advertised, marketed, invited to subscribe, gathered investment intentions, sold or delivered and will not directly or indirectly take any action, offer, advertise, market, invite to subscribe, gather investment intentions, sell, re-sell, re-offer or deliver any Notes in circumstances which could qualify as a public offer (oferta pública) of securities pursuant to the Portuguese Securities Code (*Código dos Valores Mobiliários*, the **CVM**) enacted by Decree Law no. 486/99 of 13 November, 1999 as amended and other applicable securities legislation and regulations, notably in circumstances which could qualify as a public offer addressed to individuals or entities resident in Portugal or having permanent establishment located in Portugal, as the case may be; (iii) it has not, directly or indirectly, distributed, made available or caused to be distributed and will not, directly or indirectly, distribute, make available or cause to be distributed the Prospectus or any document, circular, advertisements or any offering material in Portugal; (iv) all offers, sales and distributions by it of the Notes have been and will only be made in Portugal in circumstances that, pursuant to the CVM, qualify as a private placement of Notes (oferta particular), all in accordance with the CVM; and (v) it will comply with all applicable provisions of the CVM and other relevant legislation and any applicable CMVM Regulations, including Decree-Law no. 211-A/2008 of November 3 CMVM

Regulation 1/2009 on complex financial instruments, and all relevant Portuguese laws and regulations, in any such case that may be applicable to it in respect of any offer, placement or sales of Notes by it in Portugal. Each Dealer/Manager has agreed and each further Dealer appointed under the Programme and each other Purchaser will be required to agree that it shall comply with all applicable laws and regulations in force in Portugal, regarding the placement of any Notes in the Portuguese jurisdiction or to any entities which are resident in Portugal or having permanent establishment in Portugal, including the publication of a Prospectus, when applicable, and that such placement shall only be authorised and performed to the extent that there is full compliance with such laws and regulations.

3.9 Spain

Neither the Notes nor this Base Prospectus have been authorised or registered in the administrative registries of the Spanish Securities Markets Commission (*Comisión Nacional del Mercado de Valores*). Accordingly, the Notes may not be offered, sold or re-sold in Spain or the Notes be otherwise promoted in Spain -whether through information or dissemination in media directed at the public in general or through individual promotions- and any prospectus or any other offering or publicity material relating to the Notes may not be distributed in Spain, except in circumstances which do not constitute a public offering of securities in Spain (or which otherwise qualify as an exception permitted) within the meaning of Article 30-bis of the Spanish Securities Market Law of July 28, 1988 (*Ley 24/1988, de 28 de julio, del Mercado de Valores*), the Royal Decree 1310/2005 of 4 November (*Real Decreto 1310/2005 de 4 de noviembre*), both as amended and restated, and any supplemental or complementary rules enacted thereunder or in substitution thereof from time to time.

3.10 Sweden

Each Dealer has represented and agreed, and each further Dealer appointed under the Programme and each other Purchaser will be required to represent and agree, that the Notes have not been offered or sold and will not be offered, sold or delivered directly or indirectly in the Kingdom of Sweden by way of a public offering, unless in compliance with the Swedish Securities Trading Act, (SFS 1991:980) as amended from time to time and any Executive Orders issued in connection thereto.

3.11 United Kingdom

Each Dealer has represented and agreed, and each further Dealer appointed under the Programme and each other Purchaser will be required to represent and agree, that:

3.11.1 in relation to any Notes issued by Société Générale:

(i) it has only communicated or caused to be communicated, and will only communicate or cause to be communicated any invitation or inducement to engage in investment activity (within the meaning of Section 21 of the Financial Services and Markets Act 2000 (the **FSMA**)) received by it in connection with the issue or sale of any Notes in circumstances in which Section 21(1) of the FSMA would not, if the Issuer was not an authorised person, apply to the Issuer; and

(ii) it has complied and will comply with all applicable provisions of the FSMA with respect to anything done by it in relation to any Notes in, from or otherwise involving the United Kingdom.

3.11.2 in relation to any Notes issued by SG Issuer, SGA Société Générale Acceptance N.V. or SG Option Europe:

(i) in relation to Notes having a maturity of less than one year: (a) it is a person whose ordinary activities involve it in acquiring, holding, managing or disposing of investments (as principal or agent) for the purposes of its business; and (b) it has not offered or sold and will not offer or sell any Notes other than to persons whose ordinary activities involve them in acquiring, holding, managing or disposing of investments (as principal or as agent) for the purposes of their businesses or who it is reasonable to expect will acquire, hold, manage or dispose of investments (as principal or agent)

for the purposes of their businesses where the issue of the Notes would otherwise constitute a contravention of Section 19 of the FSMA by the Issuer;

(ii) it has only communicated or caused to be communicated and will only communicate or cause to be communicated any invitation or inducement to engage in investment activity (within the meaning of Section 21 of the FSMA) received by it in connection with the issue or sale of any Notes in circumstances in which Section 21(1) of the FSMA does not or, in the case of the Guarantor, would not, if it was not an authorised person, apply to the Issuer or the Guarantor; and

(iii) it has complied and will comply with all applicable provisions of the FSMA with respect to anything done by it in relation to any Notes in, from or otherwise involving the United Kingdom.

3.12 General

Each Dealer has agreed, and each further Dealer appointed under the Programme and each other Purchaser will be required to agree, that it will (to the best of its knowledge and belief) comply with all applicable securities laws and regulations in force in any jurisdiction in which it purchases, offers, sells or delivers Notes or possesses or distributes the Base Prospectus or any offering material, and will obtain any consent, approval or permission required by it for the purchase, offer, sale or delivery by it of Notes under the laws and regulations in force in any jurisdiction to which it is subject or in which it makes such purchases, offers, sales or deliveries, and none of the Issuers, the Guarantor or any other Dealer shall have any responsibility therefor.

None the Issuers, the Guarantor or any of the Dealers represents that Notes may at any time lawfully be sold in compliance with any applicable registration or other requirements in any jurisdiction, or pursuant to any exemption available thereunder, or assumes any responsibility for facilitating such sale.

GENERAL INFORMATION

1. AUTHORISATION

1.1 Société Générale and SG Option Europe

No authorisation procedures are required of Société Générale or SG Option Europe by French law for the update of the Programme or the giving of the guarantees in respect of the Programme. However, to the extent that Notes issued by Société Générale under the Programme may constitute *obligations* under French law, the issue of such Notes will be authorised in accordance with French law.

1.2 SG Issuer

The integration of SG Issuer as issuer under the Programme and the issue of Notes under the Programme have been duly authorised by a resolution of the management board of SG Issuer dated 19 April 2013.

1.3 SGA Société Générale Acceptance N.V.

The update of the Programme and the issue of Notes under the Programme have been duly authorised by a circular resolution of the board of directors of SGA Société Générale Acceptance N.V. dated 29 April 2013.

2. LISTING AND ADMISSION TO TRADING

2.1 Luxembourg Stock Exchange

Application has been made to the CSSF to approve this document as a base prospectus. Application has also been made to the Luxembourg Stock Exchange for Notes issued under the Programme to be admitted to trading on the Luxembourg Stock Exchange's regulated market and to be listed on the Official List of the Luxembourg Stock Exchange. The Luxembourg Stock Exchange's regulated market is a regulated market for the purposes of the Markets in Financial Instruments Directive (Directive 2004/39/EEC).

2.2 SIX Swiss Exchange

Application has been made to the SIX Swiss Exchange to approve this document as an "issuance programme" for the listing of derivatives and an "issuance programme" for the listing of bonds, both in accordance with the listing rules of the SIX Swiss Exchange. In respect of Notes to be listed on the SIX Swiss Exchange, this Base Prospectus and any Supplements thereto (if any), together with the relevant Final Terms, will constitute the listing prospectus pursuant to the listing rules of the SIX Swiss Exchange.
As no application has been made to the SIX Swiss Exchange to approve the Programme as an "issuance programme" for the listing of exchange traded products (**ETPs**), products which classify as ETPs in accordance with the regulations of SIX Swiss Exchange will not be listed as ETPs but as derivatives.

3. NOTIFICATION

Each Issuer has requested the CSSF to provide the competent authority of France, Austria, Belgium, Czech Republic, Denmark, Federal Republic of Germany, Finland, Italy, The Netherlands, Norway, Portugal, Spain, Sweden and United Kingdom with a certificate of approval attesting that this Base Prospectus has been drawn up in accordance with the Prospectus Directive The CSSF may also be requested to provide the competent authority of any other EEA State with a similar certificate of approval.

4. AVAILABILITY OF DOCUMENTS

For the period of 12 months following the date of approval of this Base Prospectus, copies of the following documents will, when published, be available for inspection during normal business hours from the head office of each of Société Générale, SG Issuer, SGA Société Générale Acceptance N.V. and SG Option Europe and from the specified office of each of the Paying Agents for the time being in Luxembourg, New York, Paris and Zurich, in each case at the address given at the end of this Base Prospectus:

(a) copies of the articles of incorporation of SG Issuer (with English translations thereof), the *statuts* of Société Générale and SG Option Europe (with English translations thereof) and the articles of association (*statuten*) of SGA Société Générale Acceptance N.V.;

(b) the 2013 Registration Document (which contains, *inter alia*, the audited annual consolidated financial statements of Société Générale for the financial year ended 31 December 2012 and the related notes and audit report) and the 2012 Registration Document of Société Générale (which contains, *inter alia*, the audited annual consolidated financial statements of Société Générale for the financial year ended 31 December 2011 and the related notes and audit report);

(c) the audited annual financial statements for the financial years ended 31 December 2010, 31 December 2011 and 31 December 2012 of SG Issuer, the related notes and the statutory auditor's reports;

(d) the audited annual financial statements for the financial years ended 31 December 2011 and 31 December 2012 of SGA Société Générale Acceptance N.V., the related notes and the statutory auditor's reports;

(e) the audited annual financial statements for the financial years ended 31 December 2011 and 31 December 2012 of SG Option Europe, the related notes and the statutory auditors' reports;

(f) the Programme Agreement, the Deed of Covenant, the Deed Poll, the Guarantee, the Agency Agreement (which includes, *inter alia*, the forms of the Global Notes (including Registered Global Notes), Receipts, Coupons and Talons and Notes in definitive form and the form of the Swiss Paying Agency Agreement), the French Law Agency Agreement (which includes the form of the *Lettre Comptable*, the Temporary Global Certificates, the Definitive Materialised Bearer Notes, the Coupons, the Receipts and the Talons), the EUI Agency Agreement, the Collateral Management Agreement, the Collateral Monitoring Agreement, the Collateral Custodian Agreement, the Note Valuation Agency Agreement, the Disposal Agency Agreement, the Substitute Paying Agency Agreement, the Security Agency Agreement and each Pledge Agreement and/or Security Trust Deed (save that each Pledge Agreement and/or Security Trust Deed will only be available for inspection by a holder of Notes relating thereto and such holder must produce evidence satisfactory to the Issuer or Paying Agent as to its holding of such Notes and identity);

(g) a copy of this Base Prospectus together with any Supplement to this Base Prospectus and any other documents incorporated herein or therein by reference;

(h) each Final Terms (save that Final Terms relating to Private Placement Notes will only be available for inspection by a holder of such Note and such holder must produce evidence satisfactory to the relevant Issuer or Paying Agent as to its holding of such Notes and identity); and

(i) in the case of each issue of Notes admitted to trading on the Luxembourg Stock Exchange's regulated market subscribed pursuant to a syndication agreement, the syndication agreement (or equivalent document).

In addition, this Base Prospectus, documents incorporated by reference herein and any Final Terms relating to Notes admitted to trading on the Luxembourg Stock Exchange's regulated market as

aforementioned will be published on the internet site of the Luxembourg Stock Exchange at (www.bourse.lu).

5. TREND INFORMATION

There has been no material adverse change in the prospects of SG Issuer, SGA Société Générale Acceptance N.V., SG Option Europe and Société Générale and its consolidated subsidiaries (taken as a whole) since the date of their last audited financial statements dated 31 December 2012.

6. SIGNIFICANT CHANGE IN THE ISSUER'S FINANCIAL OR TRADING POSITION

There has been no significant change in the financial or trading position of SG Issuer, SGA Société Générale Acceptance N.V., SG Option Europe and Société Générale and its consolidated subsidiaries (taken as a whole) since the date of their last respective published financial statements dated 31 December 2012.

7. LEGAL AND ARBITRATION PROCEEDINGS

There are no litigation, arbitration or administrative proceedings relating to claims or amounts during the period covering at least 12 months which are material in the context of the Programme or the issue of Notes thereunder to which SG Issuer, SGA Société Générale Acceptance N.V., SG Option Europe or Société Générale is a party nor, to the best of the knowledge and belief of SG Issuer, SGA Société Générale Acceptance N.V., SG Option Europe and Société Générale, are there any threatened litigation, arbitration or administrative proceedings relating to claims or amounts during the period covering at least 12 months which are material in the context of the Programme or the issue of Notes thereunder which would in either case jeopardise their ability to discharge their respective obligations in respect of the Programme or of Notes issued thereunder.

The most significant litigation in which Société Générale is currently involved is briefly described in the section headed "*Legal Risks (Risks and Litigation)*" (see the cross reference table relating to Société Générale in item 11.6 "*Legal and arbitration proceedings*" in the section "*Documents Incorporated by Reference*") in the English version of the 2013 Registration Document of Société Générale copies of which are available at the offices of Société Générale and Société Générale Bank & Trust in Luxembourg and Société Générale, Paris, Zurich Branch in Zurich specified in "*Availability of Documents*" above. The information provided in the section headed "*Risks and Litigation*" may be updated from time to time, and if any such update constitutes a significant new factor for the purposes of Article 16 of the Prospectus Directive, it shall be made by way of a Supplement to the Base Prospectus.

8. CLEARING SYSTEMS

8.1 Notes other than the EUI Notes

The Notes have been accepted for clearance through Euroclear France or Euroclear and Clearstream, Luxembourg (which are the entities in charge of keeping the records). The appropriate Common Code and ISIN for each Tranche of Notes allocated by Euroclear France or Euroclear and/or Clearstream, Luxembourg will be contained in the applicable Final Terms. Notes may be held through additional or alternative clearing systems (including, without limitation, SIX SIS Ltd, Euroclear Sweden AB or Euroclear Finland Ltd), in which case the appropriate information will be contained in the applicable Final Terms. In addition, the Issuer may make an application for any Notes in registered form to be accepted for trading in book-entry form by DTC. The CUSIP and/or CINS numbers for each Tranche of Registered Notes, together with the relevant ISIN and Common Code, will be specified in the applicable Final Terms.

The address of Euroclear is 1, boulevard du Roi Albert II, B-1210, Brussels, Belgium; the address of Clearstream, Luxembourg is 42, avenue J F Kennedy, L-1855, Luxembourg; the address of Euroclear

Sweden AB, 191, 101 23 Stockholm, Sweden; and the address of Euroclear Finland Ltd is Urho Kekkosen katu 5 C, FI-00100, Helsinki, Finland. The address of Euroclear France is 115, rue Réaumur, 75081 Paris Cedex 02, France and the address of DTC is 55 Water Street, New York NY 10041-0099, USA.

8.2 EUI Notes

The EUI Notes shall be held in uncertificated form in accordance with the Uncertificated Securities Regulations 2001. Title to the EUI Notes is recorded on the relevant register of corporate securities maintained by EUI.

All transactions (including transfers) in the open market or otherwise must be effected through an account with EUI (which is the entity in charge of keeping the records). The appropriate ISIN for each Tranche of EUI Notes allocated by EUI will be specified in the applicable Final Terms. If the EUI Notes are to clear through an additional or alternative clearing system the appropriate information will be specified in the applicable Final Terms.

The address of EUI is Euroclear UK & Ireland Limited (formerly CRESTCo Limited), 33 Cannon Street, London EC4M 5SB.

9. CONDITIONS FOR DETERMINING PRICE

The price and amount of Notes to be issued under the Programme will be determined by the Issuer and the relevant Purchaser(s) at the time of issue in accordance with prevailing market conditions.

10. YIELD

In relation to any Tranche of Fixed Rate Notes, an indication of yield in respect of such Notes will be specified in the applicable Final Terms. The yield is calculated at the Issue Date of the Notes on the basis of the relevant Issue Price. The yield indicated will be calculated as the yield to maturity as at the Issue Date of the Notes and will not be an indication of future yield.

11. POST-ISSUANCE INFORMATION

Except as otherwise required by applicable law (including, without limitation, in the case of Rule 144A Notes, as reflected in the Deed Poll), the Issuers do not intend to provide any post-issuance information in relation to any assets underlying issues of Notes constituting derivative securities, except if required by any applicable laws and regulations.

12. DEALERS ENGAGING IN BUSINESS ACTIVITIES WITH THE ISSUERS AND THE GUARANTOR

Certain Dealers and/or their affiliates have engaged and could in the future engage in commercial banking and/or investment activities with the Issuers, the Guarantor and/or their affiliates and could, in the ordinary course of their business, provide services to the Issuers, to the Guarantor and/or to their affiliates.

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