



BASE PROSPECTUS DATED 16 MAY 2025

SG ISSUER as Issuer

SG Issuer is a Luxembourg company incorporated as a public limited company (*société anonyme*), whose registered office is located at 10, Porte de France, L-4360 Esch-sur-Alzette, Luxembourg, registered with the Luxembourg trade and companies register under no. B 121.363, with a share capital of Euro 2.000.480. It is a fully consolidated company within the SG Group.

and

SOCIETE GENERALE as Offeror and Issuer or Guarantor

Societe Generale is a French company incorporated as a public limited company (*société anonyme*), whose registered office is located at 29, boulevard Haussmann, 75009 Paris (France), registration number with the Companies' register of Paris no. 552 120 222, with a share capital of euro 1.000.395.971,25.

SECURITY NOTE

relating to the offering programme of certificates denominated:

“BENCHMARK CERTIFICATES ON ADVISED SGI INDICES” (the “**SGI Index Linked Certificates**”),

“BENCHMARK CERTIFICATES ON DYNAMIC PORTFOLIOS”

(the “**Dynamic Portfolio Linked Certificates**” and collectively the “**Certificates**”)

of Societe Generale

This security note (the “**Security Note**”), in conjunction with the registration document of the Issuers and the Guarantor filed with CONSOB on 16/05/2025, following CONSOB approval by decision n. 0049107/25 dated 15/05/2025 (the “**Registration Document**”, which definition includes the documents and the information incorporated by reference therein, as amended and supplemented from time to time), as from time to time supplemented, constitutes a base prospectus (the “**Base Prospectus**”) established pursuant to Regulation (EU) 2017/1129, as amended (the “**Prospectus Regulation**”) by Societe Generale, in accordance with article 25 of the Prospectus Regulation and the relevant provisions of the Commission Delegated Regulation (EU) 2019/980, as amended. This Security Note is valid for a period of 12 months from the date of its approval, until 15/05/2026. The obligation to supplement the Security Note in the event of significant new factors, mistakes or material inaccuracies does not apply when the Security Note is no longer valid.

A complete information on SG Issuer (“**SGIS**”), Societe Generale (“**SG**” or the “**Offeror**”) and the offering of the Certificates can be only obtained by the joint consultation of this Security Note, the Registration Document and the final terms applicable to each relevant series of the Certificates (the “**Final Terms**”).

This Security Note was filed with CONSOB on 16/05/2025, following CONSOB approval by decision n. 0049116/25 dated 15/05/2025.

This Security Note has been approved by CONSOB which is the Italian competent authority for the purposes of the Prospectus Regulation. CONSOB only approves this Security Note as meeting the standards of completeness, comprehensibility and consistency imposed by the Prospectus Regulation and such approval should not be intended as an endorsement of the quality of the financial instruments that are the subject of this Security Note. Investors should make their own assessment as to the suitability of investing in these securities.

The publication of this Securities Note does not imply any judgment by CONSOB on the proposed investment or on the relating data and information.

This Security Note, the Registration Document and the Final Terms are made available to the public at the offices of SG – Italian branch, Via Olona 2 – 20123 Milano and are also available on the website of the Issuer (<https://prodotti.societegenerale.it/documenti/certificati-dinamici>).

For each series of Certificates, SG will draw up the applicable Final Terms, providing for the characteristics of such series of Certificates and the English and Italian versions of the issue specific summary (the “Issue Specific Summary” reported in attachment to the Final Terms).

TABLE OF CONTENTS

DEFINITIONS	6
GENERAL DESCRIPTION OF THE PROGRAMME	22
1-PART ONE - RISKS RELATED TO THE CERTIFICATES	24
1.1 RISKS RELATED TO THE CHARACTERISTICS OF THE SECURITIES	24
1.1.1 Risk related to the complexity of the Certificates	24
1.1.2 Risk of capital loss	24
1.1.3 Exchange rate risk related to the Denomination Currency of the Certificates	24
1.1.4 Risk related to the Interim Amount(s) and the Optional Interim Amount(s)	25
1.1.5 Risk related to optional termination by the Issuer	25
1.1.6 Risk related to adjustment or early termination of the Certificates	25
1.1.7 Risk related to a suspension of trading in the Certificates	26
1.1.8 Risk related to hedging and trading activity by the Issuer, the Guarantor and members of the Group potentially affecting the value of the Certificates	26
1.1.9 Risk related to the limited recourse against SG Issuer	26
1.1.10 Waiver of set-off	27
1.1.11 Risk relating to a Change in Law	27
1.1.12 Price Risk	27
1.1.13 Risk linked to a high rate of inflation	27
1.1.14 Risk of change in the tax regime	27
1.2 RISK FACTORS LINKED TO THE ISSUER OR THE GUARANTOR NOT FULFILLING THEIR OBLIGATIONS UNDER THE CERTIFICATES	28
1.2.1 Credit risk for the Certificateholders	28
1.2.2 Risk linked to the lack of independence of Societe Generale – conflict of interest	28
1.2.3 Risk of deterioration of the creditworthiness of the Guarantor	29
1.2.4 Risk of interruption or malfunction of Societe Generale information and communication systems due to cyber criminality	29
1.2.5 Risk relating to the applications of international financial sanctions	29
1.3 RISK FACTORS RELATING TO THE UNDERLYING	30
1.3.1 Risk linked to the market value of the Certificates depending on the Underlying	30
1.3.2 Risk relating to a Dynamic Portfolio or an Advised SGI Index	30
1.3.3 Risk relating to conflicts of interests in connection with SGI Indices	31
1.3.4 Risk relating to the Advisor	31
1.3.5 Risk relating to Certificates referencing a “benchmark”	32
1.3.6 Risks relating to Funds	32
1.3.7 Risks relating to ETF	32
1.3.8 Risks relating to Debt Instruments	33
1.3.9 Risks relating to Debt Instruments that are credit linked products	33
1.3.10 Risks relating to Commodity Instrument	33
1.3.11 Exchange rate risk related to the Underlying	33
1.3.12 Risks related to the emerging markets	34
1.3.13 Risk relating to the absence of interests/dividends	34
1.3.14 Risk relating to future contracts	34
1.3.15 Risk of Underlying Extraordinary Events	34
1.3.16 Risk linked to Disruption Events	35
1.3.17 Risk of absence of information on the Underlying Components after the Issue Date	35
1.4 RISKS RELATED TO THE PUBLIC OFFER AND THE ADMISSION TO TRADING OF THE CERTIFICATES	35
1.4.1 Liquidity risk	35
1.4.2 Risk relating to the distribution fees implied in the Issue Price	35
1.4.3 Risk relating to the application of exercise and/or trading fees	35
1.4.4 Risk of substitution of the Issuer	36

PART TWO	37
2-PERSONS RESPONSIBLE, THIRD-PARTY INFORMATION, EXPERTS' REPORTS AND COMPETENT AUTHORITY APPROVAL	37
2.1. Person responsible for the Security Note	37
SG Issuer, whose registered office is located at 10, Porte de France, L-4360 Esch-sur-Alzette, Luxembourg, and Societe Generale, whose registered office is located at 29, boulevard Haussmann, 75009 Paris, France, accept responsibility for the information contained in, or incorporated by reference into, this Security Note.	37
2.2. Declaration of responsibility	37
2.3. Expert statement or reports	37
2.4. Information from third parties	37
2.5. Statement of the Issuer and the Guarantor	37
3. ESSENTIAL INFORMATION	38
3.1. Interests of natural and legal persons involved in the offer of the Certificates	38
3.2. Reasons for the offer and use of proceeds	38
4. INFORMATION CONCERNING THE SECURITIES TO BE OFFERED TO THE PUBLIC – TERMS AND CONDITIONS	39
4.1. Description of the type and the class of the Certificates	39
4.2. Description of how the value of the investment is affected by the value of the Underlying	40
4.3. Legislation under which the Certificates have been created. Dispute resolution.	40
4.4. Form and transfer of the Certificates	41
4.5. Denomination Currency of the Certificates	42
4.6. Ranking of the Certificates	42
4.7. Description of the rights attached to the securities and procedure for the exercise of such rights	43
4.7.1 Waiver of Set-Off	43
4.7.2 Limited Recourse against SG Issuer	43
4.7.3 Acknowledgment of Bail-In and Write Down or Conversion Powers	44
4.7.4 Substitution of the Issuer	46
4.7.5 Notices	47
4.8. Maturity date and payment procedures	47
4.9. Authorizations and Approvals	48
4.10. Issue Date of the Certificates	48
4.11. Events of Default	48
4.12. Meetings of Certificateholders	48
4.13. Selling Restrictions	49
4.13.1 United States	49
4.13.2 The United Kingdom	50
4.13.2.1 Prohibition of sales to UK Retail Investors	50
4.13.2.2 Prohibition of sales to UK Non Retail Investors	50
4.13.2.3 Other regulatory restrictions	51
4.13.3 The Russian Federation	51
4.14. Taxation	52
4.15. Determination of the Final Exercise Amount and the Optional Termination Amount; determination of the Underlying Level	52

4.15.1 Determination of the Final Exercise Amount and the Optional Termination Amount	52
4.15.2 Determination of the Underlying Level	53
4.15.2.1 Definitions	53
4.15.2.2 Underlying Level	58
4.15.2.3 Performance	59
4.15.2.4 Financing Cost	60
4.15.2.5 Transaction Cost	62
4.15.2.6 Computation of the quantities $Q(k,t)$	62
4.15.2.7 Reference Price	65
4.15.2.8 Determination of the Cash Component Level, "PCCL(t)"	66
4.16.Modification of the composition of a Dynamic Portfolio or an Advised SGI Index	67
4.16.1.Modification Proposals	67
4.16.2.Modification Procedure	68
4.16.3.Underlying Eligibility Criteria	68
4.16.4.List of Attributes with Attributes Values	71
4.16.5.Effect of Termination of the Advisory Agreement	73
4.17.Disruption Events, Extraordinary Events and Potential Adjustment Events	74
4.17.1.Consequences of Disrupted Days for Valuation Dates	74
4.17.2.Hedging Disruption, Increased Cost of Hedging, Increased Cost of Borrow, Loss of Borrow, Change in Law and consequences	74
4.17.3.Consequences of an Underlying Disruption Event	74
4.17.4.Consequences of an Underlying Extraordinary Event	75
4.17.5.Consequences of a Potential Adjustment Event	75
4.17.6.Administrator/Benchmark Event	76
4.17.7.Sanctions Disruption Event	76
4.17.8.Cyber-attack Disruption Event	77
5.CONDITIONS OF THE OFFER	78
5.1.Distribution methods, Offer Period, Amount of the Offer	78
5.2.Consent given in accordance with article 5(1) of the Prospectus Regulation	79
5.2.1Type of consent	80
6.AMMISSION TO TRADING AND DEALING ARRANGEMENTS	84
6.1.Admission to trading and undertakings of Societe Generale	84
6.2.Other trading venues	84
6.3.Liquidity providers on the secondary market	84
7.ADDITIONAL INFORMATION	85
7.1.Names of advisors	85
7.2.Information reviewed by statutory auditors	85
7.3.Credit rating assigned to the securities	85
7.4.Provision of information after the Issue Date	85
8.FORM OF FINAL TERMS	86
9.FORM OF GUARANTEE	103

DEFINITIONS

“Advisor” means an Index Advisor or a Portfolio Advisor;

“Advisory Agreement” means an “Index Advisory Agreement” or a “Portfolio Advisory Agreement”. The Advisory Agreement, regulating the contractual relationships between the relevant Parties, is not made available to the investors.

Pursuant to each Advisory Agreement, an Advisor is appointed in relation to the relevant Underlying with the duty to make Modification Proposals in accordance with the provisions of Paragraph 4.15. of this Security Note and subject to the applicable Underlying Eligibility Criteria.

Under the terms of the Advisory Agreement, the Advisor and each Modification Proposal will aim to maximise the Portfolio Level or the Index Level, as the case maybe, and the Advisor, in performing its duties, will be responsible for acting honestly and in a commercially reasonable manner and for exercising the diligence of a reasonably prudent investment advisor in comparable circumstances;

“Affected Underlying” means an Underlying that has been subject to a disruption event or an extraordinary event pursuant to paragraph 4.17 of this Security Note;

“Affected Underlying Replacement” means, with respect to an Affected Underlying, the replacement of such Affected Underlying by a Similar Underlying provided that when doing so, the Calculation Agent will make any relevant adjustment it determines appropriate to preserve the economic equivalent of the obligations of the Issuer under the Certificates (subject to any taxes to be withhold or paid). In particular, the Calculation Agent may but shall be under no obligation to remove the Component triggering the relevant event and reinvest its proceeds into the other Components;

“Agency Agreement” means an agency agreement made between, among others, the Issuer, the Guarantor, Societe Generale Securities Services S.p.A. as paying agent and the other paying agents named therein;

“Aggregate Amount” or **“Issue Size”** means, for each Series of Certificates, the total amount of the Certificates to be offered to the public, as specified in the applicable Final Terms. The Aggregate Amount may be indicated in terms of a predefined amount or in terms of a maximum amount, in which case the Issuer, after the end of the Public Offer, will notify the Certificateholders of the final amount of the Certificates to be issued;

“Benchmark” means any figure defined as such under Regulation (EU) 2016/1011 dated 8 June 2016 (the **“Benchmark Regulation”**);

“Benchmark Event” means, in respect of any Benchmark, that any of the following event has occurred or is continuing: (a) a Benchmark Cessation; or (b) an Administrator/Benchmark Event.

For the purposes hereof:

(a) Benchmark Cessation means, for a Benchmark, the occurrence of one or more of the following events:

(i) a public statement or publication of information by or on behalf of the administrator of the Benchmark announcing that it has ceased or will cease to provide the Benchmark permanently or indefinitely, provided that, at the time of the statement or publication, there is no successor administrator that will continue to provide the Benchmark;

(ii) a public statement or publication of information by the regulatory supervisor for the administrator of the Benchmark, the central bank for the currency of the Benchmark, an insolvency official with jurisdiction over the administrator for the Reference Rate, a resolution authority with jurisdiction over the administrator for the Benchmark or a court or an entity with similar insolvency or resolution authority over the administrator for the Benchmark, which states that the administrator of the Benchmark has ceased or will cease to provide the Benchmark permanently or indefinitely, provided that, at the time of the statement or publication, there is no successor administrator that will continue to provide the Benchmark; or

(iii) in respect of a Benchmark, a public statement or publication of information by the regulatory supervisor for the administrator of such Benchmark announcing that (a) the regulatory supervisor has determined that such Benchmark is no longer, or as of a specified future date will no longer be, representative of the underlying market and economic reality that such Benchmark is intended to measure and that representativeness will not be restored and (b) it is being made in the awareness that the statement or publication will engage certain contractual triggers for fallbacks activated by pre-cessation announcements by such supervisor (howsoever described) in contracts;

(iv) any event which otherwise constitutes an “index cessation event” (regardless of how it is actually defined or described in the definition of the Benchmark) in relation to which a Priority Fallback (as defined in Condition 3 of the General Terms and Conditions) is specified; and

(b) **Administrator/Benchmark Event** means, for a Benchmark, any authorisation, registration, recognition, endorsement, equivalence decision, approval or inclusion in any official register in respect of the Benchmark or the administrator or sponsor of the Benchmark has not been, or will not be, obtained or has been, or will be, rejected, refused, suspended or withdrawn by the relevant competent authority or other relevant official body, in each case with the effect that either the Issuer, the Calculation Agent or any other entity is not, or will not be, permitted under any applicable law or regulation to use the Benchmark to perform its or their respective obligations under the Certificates;

“Business Day” means, if not differently specified in the applicable Final Terms, any calendar day other than Saturday or Sunday, on which the relevant CSD and the *Trans-European Automated Real- Time Gross settlement Express Transfer-System* (TARGET2) are open for business;

“Calculation Agent” means Societe Generale or the different entity specified in the applicable Final Terms. The Calculation Agent is appointed by the Issuer and is responsible for making any calculations, determinations, adjustments due to be performed by the Calculation Agent pursuant to this Security Note and the applicable Final Terms. Whenever a Calculation Agent is required to make any calculations, determinations, adjustments or act in any way, it will do so in good faith and in a commercially reasonable manner. The Calculation Agent acts on behalf of the Issuer and it cannot receive mandates from, or assume undertakings to, one or more of the Holders.

The calculations and determinations of the Calculation Agent will be conclusive and binding upon the Issuer, the Guarantor, the Certificateholders, and any agents, in the absence of manifest error or proven error. Upon occurrence of a manifest error or proven error, the Issuer and the Calculation Agent will determine the appropriate measures to correct such error, as it will be promptly notified to the Certificateholders in accordance with paragraph 4.7.5 of this Security Note.

The Issuer, with respect to one or more Series of Certificates, may replace the Calculation Agent initially appointed (the **“Initial Calculation Agent”**) with a new entity (the **“New Calculation Agent”**), provided that the date of termination of the appointment of the Initial Calculation Agent does not fall before the date on which the appointment of the New Calculation Agent is effective;

“Calculation Date” means i) in respect of an SGI Index, any Scheduled Calculation Day on which the Index Calculation Agent publishes the Index Closing Price and on which the Calculation Agent determines that it is possible for Societe Generale or any of its affiliates to hedge its positions under the Certificates using commercially reasonable efforts; and ii) in respect of a Portfolio, any Scheduled Calculation Day on which the Calculation Agent publishes the Portfolio Level and on which the Calculation Agent determines that it is possible for Societe Generale or any of its affiliates to hedge its positions under the Certificates using commercially reasonable efforts;

“Callable Certificates” or **“Callable”** means each Serie of Certificates for which the applicable Final Terms specify that *“Termination at the option of the Issuer”* is applicable;

“Certificates” mean the SGI Index Linked Certificates or the Dynamic Portfolio Linked Certificates that will be from time to time offered to the public pursuant to this Security Note;

“Certificateholders or “Holders” mean each and all persons who are for the time being holders of the Certificates as determined in accordance with the provisions on the transfer of the Certificates set out in Paragraph 4.4 of this Security Note;

“Central Security Depository” or **“CSD”** means the central security depository system specified in the applicable Final Terms, in accordance with Paragraph 4.4 of this Security Note;

“Change in Law” means in respect of the Certificates, that, on or after the first to occur of (a) the Issue Date and (b) the first Valuation Date of the Certificates (i) due to the adoption of any change in any applicable law or regulation (including without limitation, any law or regulation in respect of tax, solvency or capital requirements) 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 that it has become illegal for Societe Generale or any of its affiliates to hold, acquire or dispose of Hedge Positions or to maintain the agreement entered into with Societe Generale or any of its affiliates by the Issuer, relating to the Underlying of the Certificates;

“Commodity Instrument” means, with respect to the Index Components or the Portfolio Components, (i) an article of trade or commerce such as aluminium, barley, canola, coal, cocoa, coffee, copper, corn, cotton, crude oil, diesel fuel,

electricity, emissions allowances, fuel oil, gas oil, gasoline, gold, heating oil, iron, jet fuel, lead, livestock, lumber, milk, natural gas, nickel, oats, orange juice, palladium, palm oil, platinum, rapeseed, rice, rubber, silver, soybeans, steel, sugar, tin, wheat, and zinc, and more generally any commodity (each a **“Single Commodity”**) or (ii) an index on the assets specified in previous point (i);

“Commodity Instrument Disruption Event” means, in respect of a Commodity Instrument, any event that, in the opinion of the Calculation Agent, disrupts or impairs the determination of the level or price of such Commodity Instrument, and includes, without limitation:

1. if the Basket Component Type is a Single Commodity, the occurrence or existence of a Failure to Publish, Trading Disruption, Exchange Disruption or Early Closure; or
2. if the Basket Component Type is Index, the non-publication of the Underlying Index, or the announcement of a disruption event by the index sponsor of such Underlying Index, or a Failure to Publish, Trading Disruption, Exchange Disruption or Early Closure in respect of one or more of the components in such Underlying Index;

Commodity Instrument Extraordinary Event means, in respect of a Commodity Instrument, the occurrence of (a) a Commodity Instrument Modification, (b) a Commodity Instrument Liquidity Modification or (c) a Commodity Instrument Cancellation.

For the purposes hereof:

(a) Commodity Instrument Modification means any change or modification of the Commodity Instrument documentation relating to such Commodity Instrument, that could reasonably be expected to affect the value of such Commodity Instrument or the rights or remedies of any holders thereof, as determined by the Calculation Agent.

(b) Commodity Instrument Liquidity Modification means that the terms and conditions at which subscription or redemption of the Commodity Instrument are modified, regardless as to whether the principle of such modification was already envisaged in the Commodity Instrument documentation.

(c) Commodity Instrument Cancellation means the unavailability, cancellation or permanent discontinuance of the relevant Commodity Instrument;

“Communication Deadline” means the deadline specified as such in the applicable Final Terms;

“Component” or **“Underlying Component”** means, for the purposes of the Underlying Eligibility Criteria, (i) an Equity Instrument, (ii) a Commodity Instrument, (iii) a Debt Instrument, (iv) a Derivatives Instrument, and/or (v) Market Data, or any combination thereof, as specified in the applicable Final Terms. Any Component with a Component Type specified as “Index” in the applicable Final Terms, shall be referred to as **“Component – Index”**;

“Component – Index Extraordinary Event” means, in respect of a Component - Index, the occurrence of (a) a Change of Index Sponsor/ Index Calculation Agent; (b) a Change of Index, (c) a Modification to Index, (d) a Cancellation of Index or (e) Other Component - Index Extraordinary Event.

For the purposes hereof:

(a) Change of Index Sponsor/ Index Calculation Agent means that a Component - Index is not calculated and/or announced by the sponsor, or as the case maybe, the calculation agent of such Index, but is calculated and/or announced by a successor index sponsor, or as the case maybe, a successor index calculation agent that is not acceptable to the Calculation Agent.

(b) Change of Index means that the Component - Index is (i) replaced by a successor index or (ii) merges with another index to constitute a merged index.

(c) Modification to Index means that the sponsor of a Component - Index announces that it will make a material change in the formula for or the method of calculating such index or in any other way materially modifies that index (other than a modification prescribed in that formula or method to maintain that Component - Index in the event of changes in constituent stock and capitalisation and other routine events).

(d) Cancellation of Underlying Index means that the sponsor of a Component - Index announces that it will permanently cancel such index.

(e) Other Component - Index Extraordinary Event means any other event having, in the opinion of the Calculation Agent, a diluting or concentrative effect on the theoretical value of the Component - Index;

“CONSOB” means Commissione Nazionale per le Società e la Borsa;

“Dealer” or “Responsabile del Collocamento” means, for each Offer, the entity coordinating the placement of the Certificates. Unless differently specified in the Final Terms, Societe Generale will act as the Dealer;

“Debt Instrument” means, with respect to the Index Components or the Portfolio Components, (i) a bond (including a structured bond), a note (including a euro medium term note or a credit linked note) and more generally any other debt instrument representing a debt of an issuer (each a **“Single Debt”**), or (ii) any index on the assets specified in previous point (i);

Debt Instrument Disruption Event means with respect to a Debt Instrument, the occurrence of any of the following events:

- if the Basket Component Type is Single Debt, the occurrence or existence of a Failure to Publish, Trading Disruption, Exchange Disruption or Early Closure, or
- if the Basket Component Type is a Component - Index, the non-publication of such index, or the announcement of a disruption event by the index sponsor of such index, or a Failure to Publish, Trading Disruption, Exchange Disruption or Early Closure in respect of one or more of the components in such index;
- **Debt Instrument Extraordinary Event** means, in respect of a Debt Instrument, the occurrence of (a) a Debt Instrument Modification, (b) a Debt Instrument Liquidity Modification, (c) a Debt Instrument Cancellation or (d) a Failure to Pay.
- (a) Debt Instrument Modification means any change or modification of the Debt Instrument documentation relating to such Debt Instrument, that could reasonably be expected to affect the value of such Debt Instrument or the rights or remedies of any holders thereof, as determined by the Calculation Agent.
- (b) Debt Instrument Liquidity Modification means that the terms and conditions at which subscription or redemption of the Debt Instrument are modified, regardless as to whether the principle of such modification was already envisaged in the Debt Instrument documentation.
- (c) Debt Instrument Cancellation means the redemption, cancellation or permanent discontinuance of the relevant Debt Instrument.
- (d) Failure to Pay means the failure of the issuer of the Debt Instrument to make, when and where due, any payment under the Debt Instrument documentation or under any other debt instrument issued by the issuer of the Debt Instrument at the time of such failure;

“Denomination Currency” means the currency of denomination of the relevant Certificates, that is the Euro or the different currency reported as such in the applicable Final Terms;

“Derivatives Instrument” means, with respect to the Index Components or the Portfolio Components, a warrant, an over-the-counter swap, future or option, a future or option or other contracts traded on a regulated market or other trading venue (each a **“Single Derivative”**), or any index on such contracts;

Derivatives Instrument Disruption Event means, in respect of a Derivative Instrument, any event that, in the opinion of the Calculation Agent, disrupts or impairs the determination of the level or price of such Derivative Instrument, and includes, without limitation:

1. if the Basket Component Type is a Single Derivative, the occurrence or existence of a Failure to Publish, Trading Disruption, Exchange Disruption or Early Closure; or
2. if the Basket Component Type is a Component - Index, the non-publication of such index, or the announcement of a disruption event by the index sponsor of such index, or a Failure to Publish, Trading Disruption, Exchange Disruption or Early Closure in respect of one or more of the components in such index;

Derivatives Instrument Extraordinary Event means, in respect of a Derivatives Instrument, the occurrence of (a) a Change of Derivatives Instrument Exchange, (b) a Change of Derivatives Instrument, (c) a Modification to Derivatives Instrument or (d) a Cancellation of Derivatives Instrument.

For the purposes hereof:

(a) Change of Derivatives Instrument Exchange means that the Derivatives Instrument is no longer negotiated on the Exchange and/or under a market-standard format as of the Issue Date but is negotiated on an exchange and/or under a format that is not acceptable to the Calculation Agent.

(b) Change of Derivatives Instrument means that the Derivatives Instrument is replaced by a successor derivatives product that is not acceptable to the Calculation Agent.

(c) **Modification to Derivatives Instrument** means that the publisher of the documentation governing the Derivatives Instrument announces that it will make a material change in the formula for or the method of calculating such Derivatives Instrument or in any other way materially modifies that Derivatives Instrument.

(d) **Cancellation of Derivatives Instrument** means that the publisher of a Derivatives Instrument announces that it will permanently cancel such Derivatives Instrument;

“Disrupted Day” means any Scheduled Calculation Date on which an Underlying Disruption Event occurs;

“Distributors” mean, for each Offer, the banks and the investment firms appointed by Societe Generale to carry out the placement of the Certificates, as specified in the applicable Final Terms;

“Early Closure” means in respect of a Component the closure on any Exchange Business Day of:

(a) any relevant Exchange(s) relating to such Component; or

(b) any Related Exchange for futures or options contracts relating to such Component;

in each case prior to its Scheduled Closing Time unless such earlier closing is announced by such Exchange or Related Exchange (as the case maybe) 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 maybe) 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 Scheduled Closing Time on such Exchange Business Day;

“Early Termination Amount” means, for any Series of Certificates, the amount to be paid to the Certificateholders upon occurrence of an Early Termination Event, to be determined on the basis of the Market Value as of the applicable Early Termination Date;

“Early Termination Date” means, for any Series of Certificates, the date on which the Certificates are early terminated following the occurrence of an Early Termination Event;

“Early Termination Event” means, for any Series of Certificates, an event triggering the early termination of the Certificates (other than upon termination at the option of the Issuer or the Certificateholders). Where an Early Termination Event occurs, the Issuer shall terminate its obligations under the Certificates and shall pay or cause to be paid an Early Termination Amount;

“Equity Instrument” means, with respect to the Index Components or the Portfolio Components, a Share, a Fund Unit or an ETF Share (each a **“Single Equity”**), or an index on such assets;

“Equity Instruments Disruption Event” means a i) Share Disruption Event, ii) a Fund Disruption Event or, iii) if the Basket Component Type is “Index”, a) the non-publication of the Component - Index, or b) the announcement of a disruption event by the index sponsor of such index or c) a Share Disruption Event or a Fund Disruption Event, as the case maybe, in respect of one or more of the components in such index;

“Equity Instrument Extraordinary Event” means the occurrence or existence of a Share Extraordinary Event, an ETF Extraordinary Event, or (Fund Extraordinary Event);

“ETF” means a fund that issues shares or units traded on an Exchange (each an **“ETF share”**);

“ETF Extraordinary Event” means (a) ETF Strategy Breach, (b) ETF Termination, (c) ETF Currency Change, (d) ETF Regulatory Action, (e) ETF Reporting Event, (f) ETF Modification, (g) ETF Reclassification or (h) ETF Redemption or Subscription Event.

A. **ETF Strategy Breach** means any change to, breach or violation, intentional or otherwise, of the Strategy that is reasonably likely to affect the value of the ETF Shares or the rights or remedies of any holders thereof.

B. **ETF Termination** means the cessation or unwinding, by the ETF Manager of the legal arrangements which gave rise to the ETF.

C. **ETF Currency Change** means that the net asset value of the ETF is quoted in a different currency to that quoted as of the Issue Date.

D. **ETF Regulatory Action** means (i) any cancellation, suspension or revocation of the registration or approval of the ETF or the ETF Shares by any governmental, legal or regulatory entity with authority over the ETF or the ETF Shares, (ii) any change in the legal, tax, accounting, or regulatory treatments of the ETF, any ETF Manager or the ETF Shares that the Calculation Agent determines has or is reasonably likely to have an adverse impact on the investors in the ETF or the holders of the ETF Shares or on the value of the ETF Shares, or (iii) the ETF, or its ETF Manager becoming

subject to any investigation, proceeding or litigation by any relevant governmental, legal or regulatory authority involving any activities relating to or resulting from the operation of the ETF, (including, without limitation, any future, announced or implemented material change to any one or more exemptive orders, no action letters or interpretative guidance of the U.S. Securities and Exchange Commission (the **SEC**), including guidance issued by the SEC's staff, relating to the ETF or to exchange traded funds generally that affects holders of the ETF Shares, whether occurring through action of the SEC or otherwise, including as a result of a court order or executive order) that the Calculation Agent determines has or is reasonably likely to have a material adverse effect on the value, redeemability or liquidity of the ETF Shares, or the operation of the ETF in accordance with the terms of the ETF Documents or (iv) the issuance by any governmental, legal or regulatory entity with authority over the Fund of an order to suspend redemption obligations of the ETF, to freeze assets of the ETF or to take any other action that the Calculation Agent determines is reasonably likely to have a material effect on the value, redeemability or liquidity of the ETF Shares.

E. **ETF Reporting Event** means, the occurrence of any event affecting the ETF that, in the determination of the Calculation Agent would make it impossible or impracticable for the Calculation Agent to determine the net asset value of the ETF, and such event continues for at least five consecutive Exchange Business Days.

F. **ETF Modification** means any change or modification of the ETF Documents that could reasonably be expected to affect the value of the ETF Shares or the rights or remedies of any holders thereof from those prevailing on the Issue Date.

G. **ETF Reclassification** means (i) the reclassification of the ETF Shares or (ii) the acquisition of the ETF by, or the aggregation of ETF into, another fund whose mandate, risk-profile and/or benchmarks that the Calculation Agent determines to be different from the mandate, risk-profile and/or benchmark as of the Issue Date (or any proposal for the foregoing occurs).

H. **ETF Redemption or Subscription Event** means (i) the suspension of transfers of any ETF Shares, (ii) the introduction of a mandatory redemption or partial redemption of the ETF Shares, (iii) the non-execution of any creation, subscription or redemption order in respect of the ETF Shares, or (iv) the introduction or proposed introduction of subscription or redemption fees with respect to the ETF Shares in excess of those in effect as of the Issue Date.

For the purposes hereof:

“**ETF Documents**” means in respect of any ETF, the constitutive and governing documents, subscription agreements and other agreements of the ETF specifying the terms and conditions relating to such ETF.

“**ETF Manager**” means, in respect of an ETF, each of the investment advisor, investment manager and sub-manager of such ETF, and any other key individual or entity involved with or having supervisory or management powers over such ETF.

“**Strategy**” means, in relation to the ETF, the strategies or investment guidelines stated in the ETF Documents which contribute to the net asset value of the ETF Shares;

“**Exchange**” means the principal exchange, trading venue or quotation system on which, in the determination of the Calculation Agent, the relevant Component is traded, or any successor or substitute exchange, trading venue or quotation system;

“**Exchange Disruption**” means in respect of a Component, any event (other than an Early Closure) that disrupts or impairs the ability of market participants in general to effect transactions in, or obtain market values for:

(a) such Component on the relevant Exchange(s); or

(b) futures or options contracts on any relevant Related Exchange, relating to such Component;

“**Failure to Publish**” means, for any Components, the failure by the relevant price source to make public the relevant price, or the temporary or permanent discontinuance or unavailability of the price source, including pursuant to the redemption, cancellation or permanent discontinuance of the relevant Component (or any securities or instrument underlying such Component in the case of a Component - Index);

“**Final Exercise Amount**” means, for each Series of Certificates, other than the Open-ended Certificates, the amount that shall be paid by the Issuer to the Certificateholders, determined by the Calculation Agent in accordance with the provisions set out in Paragraph 4.15.1 of this Security Note and the applicable Final Terms;

“**Final Terms**” mean, for each Offer, the applicable final terms drawn up pursuant to the Prospectus Regulation, in accordance with the Form of Final Terms set out in Section 8 of this Security Note. For each Offer, the Final Terms are made available to the investors and notified to the competent authority by the Issuer, by no later than on the day before

the start date of such Offer;

“Force Majeure Event” means exceptional circumstances with respect to the Certificates, the Issuer, the Calculation Agent or the Advisor beyond the control of such parties such as, without limitation, any change in national or international political, legal, tax, financial or regulatory conditions or any calamity or emergency which prevent or to a material extent restrict the performance of the Issuer, the Calculation Agent or the Advisor of its obligations under the Advisory Agreement or the provisions of this Security Note, as completed by the applicable Final Terms;

“Fund” means any mutual fund, investment company or other pooled investment vehicle that issues Fund Units (excluding ETF);

“Fund Disruption Event” means the occurrence or the likely occurrence of (a) a Calculation and/or Publication Disruption, (b) a Fund Settlement Disruption or (c) a NAV Determination Disruption Event.

For the purpose hereof:

A. Calculation and/or Publication Disruption means, in respect of an Equity Instrument that is a Fund Unit or an Underlying Index on the aforementioned, the occurrence of an event, beyond the control of a Hypothetical Replicating Party (including in case of any gate, deferral, suspension or other provisions in the Fund Documents permitting the Fund or fund underlying such Underlying Index to delay or refuse subscription and/or termination orders) which precludes the calculation and/or publication of the Net Asset Value by the Fund (or the Fund Service Provider generally in charge of calculating such official Net Asset Value) or the net asset value of such fund underlying such Underlying Index.

B. Fund Settlement Disruption means, in respect of an Equity Instrument that is a Fund Unit or an Underlying Index on the aforementioned, a failure by the Fund or fund underlying such Underlying Index to pay in cash the full amount of the termination proceeds on the date by which the Fund or fund underlying such Underlying Index was scheduled to have paid such amount and which, in the determination of the Calculation Agent, makes it impossible or impracticable to determine the Net Asset Value of such Fund or the net asset value of such fund underlying such Underlying Index, including without limitation due to (a) the transfer of all illiquid assets of such Fund or fund underlying such Underlying Index 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 fund underlying such Underlying Index (or the Fund Service Provider generally in charge of accepting redemption orders) will accept in relation to a single date on which such Fund or fund underlying such Underlying Index normally accepts redemption orders (a gate), (c) the suspension for any reason of the subscription or redemption orders by the Fund or fund underlying such Underlying Index (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 or fund underlying such Underlying Index have been reviewed by its statutory auditors (holdback), in each case whether these events are imposed by the Fund or fund underlying such Underlying Index without being envisaged in the Fund Documents on the Issue Date or are already envisaged by the Fund Documents on the Issue Date and are solely implemented by the Fund or fund underlying such Underlying Index after such date.

C. NAV Determination Disruption Event means, in respect of an Equity Instrument that is a Fund Unit or an Underlying Index on the aforementioned, the occurrence of any event, beyond the control of a Hypothetical Replicating Party that is not a Calculation and/or Publication Disruption or Fund Settlement Disruption affecting such Fund or fund underlying such Underlying Index which, in the determination of the Calculation Agent, making it impossible or impracticable to determine the Net Asset Value of such Fund or net asset value of such fund underlying such Underlying Index;

“Fund Extraordinary Event” means the occurrence of any of the following events: (a) Breach or Termination of Agreement, (b) Closure of the Fund, (c) Fund Adviser Event, (d) Fund Insolvency Event, (e) Fund Modification, (f) Fund Service Provider Event, (g) Holding Ratio, (h) Insolvency, (i) Liquidity Modification, (j) Merger Event, (k) Nationalisation, (l) Regulatory Action, (m) Reporting Disruption, (n) Strategy Breach.

(a) Breach or Termination of Agreement means any failure by the Fund or a Fund Service Provider, as the case maybe, to comply with or perform any agreement entered into by the Fund or a Fund Service Provider with Societe Generale and/or one of its affiliates, defining the terms and conditions at which Societe Generale and/or one of its affiliates may make subscriptions and/or redemptions in the Fund Units (as the case maybe, different from the subscriptions and redemptions terms then prevailing pursuant to the Fund Documents), including as the case maybe the rebates of management fees to be paid to Societe Generale 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 Societe Generale 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;

- (b) Closure of the Fund means liquidation, winding up or dissolution of the Fund for any reason other than those mentioned in (d) or (h) below;
- (c) 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);
- (d) 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 organisation 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;
- (e) Fund Modification means any change or modification of the related Fund Documents prevailing on the Issue Date, 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;
- (f) 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 (D) 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;
- (g) 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 Replicating Party, to such extent that the full redemption in one single Valid Order of the Fund Units held by a Hypothetical Replicating Party or funds managed by the same, is likely to be impaired;
- (h) 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;
- (i) 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 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;
- (j) 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;

(k) Nationalisation 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;

(l) 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;

(m) 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 Replicating Party or (b) information that has been previously delivered to a Hypothetical Replicating Party in accordance with such Fund, or its authorised 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;

(n) 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 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;

"Fund Unit" or **"Unit"** means, in respect of any Fund, any share or unit of such Fund;

"Final Valuation Date" or **"Valuation Date(T)"** means the date specified as such in the applicable Final Terms for the relevant Certificates (other than the Open-ended Certificates), subject to the provisions set out in Paragraph 4.16 of this Security Note;

Gross Total Return means, with reference to an SGI Index or a Portfolio, that such SGI Index or Portfolio reflects the performance of its Components including reinvestment of any dividends, interest and other income before the deduction of any tax from such dividends, interest and other income;

"Guarantor" means, for each Series of Certificates for which the Issuer is SG Issuer, Societe Generale, incorporated in France as *société anonyme*, with registered office at 29, boulevard Haussmann, 75009 Paris. Societe Generale is the parent company of Societe Generale group (the **"SG Group"**);

"Hedging Disruption" means, for any Series of Certificates, that Societe Generale or any 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 price risk of entering into and performing its obligations with respect to such Certificates or the agreement entered into with Societe Generale or any of its affiliates by the Issuer in relation to such Certificates; or (b) freely realize, recover, receive, repatriate, remit or transfer the proceeds of Hedge Positions as the case maybe 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;

"Hedging Fees Factor(T)" means, for any Valuation Date(T), the item representing the fees to be deducted from the Final Exercise Amount or the Optional Termination Amount, as the case maybe, to be determined as follows:

$$\text{Product (t from 1 to T)} (1 - \text{Factor_Fees}(t-1) \times \text{Act}(t-1,t)/360))$$

Where:

Act(t-1,t) means, in respect of a Calculation Date(t), the number of calendar days between the Calculation Date (t-1) (included) and Calculation Date(t) (excluded);

Factor_Fees(t) (t from 0 to T-1) means the sum of Factor_AdvisoryFees(t), the Factor_DistributionFees(t) and the Factor_StructuringFees(t);

Factor_AdvisoryFees(t) (t from 0 to T-1) means the annual commission rate deducted from the value of the product paid to the Advisor, as specified in the applicable Final Terms;

Factor_DistributionFees(t) (t from 0 to T-1) means the annual commission rate deducted from the value of the product paid to the Distributor(s), as specified in the applicable Final Terms;

Factor_StructuringFees(t) (t from 0 to T-1) means the annual commission rate deducted from the value of the product paid to the Manufacturer, as specified in the applicable Final Terms.

Each of Factor_AdvisoryFees(t), Factor_DistributionFees(t) and Factor_StructuringFees(t) will be equal to the applicable value (expressed in percentage) as of the Initial Valuation Date (as specified in the applicable Final Terms). For each subsequent Calculation Date(t), such values may be amended by the Calculation Agent provided that they shall not exceed, respectively, Factor_AdvisoryFees_Max, Factor_DistributionFees_Max or Factor_StructuringFees_Max (as specified in the applicable Final Terms). Each of Factor_AdvisoryFees(t), Factor_DistributionFees(t) and Factor_StructuringFees(t) may be set to 0%;

“Hedge Positions” means any purchase, sale, entry into or maintenance, by Societe Generale or any of its affiliates, 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 Societe Generale or any of its affiliates’ obligation under the Certificates;

“Increased Cost of Hedging” means, for any Series of Certificates, that Societe Generale or any of its affiliates would incur a materially increased (as compared with circumstances existing on the date(s) on which Societe Generale or any of its affiliates enters into the Hedge Positions in respect of such Certificates) amount of tax, duty, expense or fee (other than brokerage commissions) or costs to (a) acquire, establish, re-establish, substitute, maintain, unwind or dispose of any Hedge Positions or (b) freely realize, recover or remit the proceeds of its Hedge Positions;

“Increased Cost of Borrow” means, for any Series of Certificates, that Societe Generale or any of its affiliates would incur a materially increased (as compared with circumstances existing on the date(s) on which Societe Generale or any of its affiliates enters into the Hedge Positions in respect of such Certificates) rate to borrow hedging instruments in respect of the Certificates;

“Index Advisor” means, with respect to an SGI Index, the index advisor appointed by the Index Sponsor pursuant to the Index Advisory Agreement and specified as such in the applicable Index Rules. The Index Advisor shall not be an entity belonging to SG Group;

“Index Advisory Agreement” means, for each Series of SGI Index Linked Certificates, an agreement entered into by the Index Sponsor, the Index Calculation Agent and the Index Advisor pursuant to which the Index Sponsor will appoint the Index Advisor whose duties will include proposing Modification Proposal(s) to the underlying SGI Index;

“Index Advisor Extraordinary Event” means, for any SGI Index, the following events: (1) the Index Advisor fails to maintain any authorisation, consent, licence, or registration required under any law, rule or regulation applicable to it and which is relevant to the performance of its functions with respect to the SGI Index, (2) the Index Advisor ceases any of its material operations, transfers all or substantially all of its assets or is subject to a voluntary or involuntary liquidation, dissolution or winding-up, (3) the Index Advisor (a) becomes insolvent or bankrupt, (b) enters into an arrangement with or for the benefit of its creditors, (c) institutes or has instituted against it, by a regulator, supervisor or other similar official, a proceeding seeking a judgment of insolvency or bankruptcy or other similar relief, or (d) becomes subject to the exercise of powers by a secured creditor, (4) the Index Advisor, in the commercially reasonable discretion of the Index Sponsor exercised in good faith, becomes unable to perform its functions with respect to the SGI Index, or (5) the Index Advisory Agreement is terminated for any reason;

“Index Calculation Agent” means, for each SGI Index, the entity appointed by the Index Sponsor to calculate and publish such SGI index, as specified in the relevant Index Rules;

“Index Closing Price” means, for any SGI Index, the official closing level of such SGI Index published by the Index Calculation Agent on any Calculation Date, subject to the Index Rules;

“Index Rules” means, for any SGI Index, the rules of such SGI Index as amended, supplemented and/or superseded from time to time, and as such rules are supplemented by the SGI Global Methodology if so provided thereunder. The Index Rules applicable to an SGI Index, used as underlying of a Series of Certificates, are annexed to the applicable

Final Terms of such Series of Certificates;

“Index Sponsor” means the index provider, or the person that has control over the provision of an Index. For any SGI Index, the Index Sponsor will be Societe Generale acting through its Societe Generale Index business unit (“SGI”). Any SGI Index shall be considered a Benchmark and SG shall be its administrator pursuant to the Benchmark Regulation. SG is included in the register of administrators established and maintained by ESMA pursuant to article 36 of the Benchmarks Regulation;

“Initial Valuation Date” or **“Valuation Date(0)”** means the date specified as such in the applicable Final Terms for the relevant Certificates, subject to the provisions set out in Paragraph 4.16 of this Security Note;

“Interim Amount” means, for each Series of Certificates for which the Interim Amount is applicable, the amount that shall be paid by the Issuer to the Certificateholders on each Interim Amount Payment Date, as determined by the Calculation Agent, in accordance with the provisions set out in Paragraph 4.1 of this Security Note and the applicable Final Terms;

“Interim Amount Payment Date(s)” means, for each Series of Certificates for which the Interim Amount is applicable, the date(s) specified as such in the applicable Final Terms;

“Investor Currency” means the currency in which the financial activities of an investor are principally denominated, generally the Euro for Italian investors;

“Issue Date” means, for each Series of Certificates, the date reported as such in the applicable Final Terms. If such date is not a Business Day, it will be deemed postponed to the first following Business Day;

“Issue Price” means, for each Series of Certificate, the price at which such Certificates are issued, as specified in the applicable Final Terms. The Issue Price may include the distribution fees payable by the Dealer to the Distributors;

“Issue Specific Summary” means, for each Offer, the issue specific summary due to be produced pursuant to the Prospectus Regulation and reported in attachment to the applicable Final Terms;

“Issuer” means, as specified in the applicable Final Terms, i) SG Issuer, incorporated in Luxembourg as *société anonyme*, with registered office at 15 avenue Emile Reuter, L-2420 Luxembourg, or ii) Societe Generale, incorporated in France as *société anonyme*, with registered office at 29, boulevard Haussmann, 75009 Paris (France);

“Issuer Regulation” means CONSOB Regulation approved by decision n. 11971 dated 14 May 1999, as from time to time amended and supplemented;

“Italian Financial Act” means the Legislative Decree 24 February 1998, n. 58, as from time to time amended and supplemented;

“Loss of Borrow” means, for any Series of Certificates, that Societe Generale or any of its affiliates is unable, after using commercially reasonable efforts, to borrow (or maintain a borrowing of) any Hedge Positions;

“Manufacturer” means Societe Generale, acting as manufacturer pursuant to article 62, letter a), of the Issuer Regulation;

“Market Data” means a rate (including an interest rate, a foreign exchange rate, a swap rate, a borrowing or security lending rate), a spread, or any other data identified as such in the relevant Index Rules (for an SGI Index) or in the applicable Final Terms (for a Portfolio);

“Market Data Disruption Event” means, with respect to a Market Data, the non-publication of the level of any Market Data used by the Calculation Agent for the purposes of calculating the Underlying;

“Market Data Extraordinary Event” means, in respect of a Market Data, the occurrence of (a) a Change of Market Data Publisher, (b) a Change of Market Data, (c) a Modification to Market Data or (d) a Cancellation of Market Data.

For the purposes hereof:

(a) Change of Market Data Publisher means that the Market Data is not calculated and/or announced by the publisher of such Market Data in the same conditions as those prevailing as of the Issue Date.

(b) Change of Market Data means that the Market Data is replaced by a successor market data or index that is not acceptable to the Calculation Agent.

(c) Modification to Market Data means that the publisher of a Market Data announces that it will make a material change in the formula for or the method of calculating such Market Data or in any other way materially modifies that Market Data (other than a modification prescribed in that formula or method to maintain that Market Data).

(d) Cancellation of Market Data means that the publisher of a Market Data announces that it will permanently cancel such Market Data;

“Market Value” means, for the purposes to calculate the Early Termination Amount, an amount determined in accordance with the formula specified in paragraph 4.15.1 of this Security Note, with respect to the applicable Early Termination Date;

“Maturity Date” or **“Final Exercise Date”** means, for each Series of Certificates, other than the Open-ended Certificates, the date reported as such in the applicable Final Terms, on which such Series of Certificates expires. The Certificates are deemed automatically exercised on the Maturity Date. If such date is not a Business Day, it will be deemed postponed to the first following Business Day;

“Minimum Exercise Lot” means, for each Series of Certificates, the number of Certificates specified as such in the applicable Final Terms;

“Minimum Investment Lot” means, for each Offer, the minimum number of Certificates to be subscribed/purchased by each Certificateholder, as specified in the applicable Final Terms. The Minimum Investment Lot can be 1 (one);

“Modification Proposal” means the proposal of modification to the composition of an Underlying, made from time to time by the Advisor in accordance with Paragraph 4.16 of this Security Note;

“Modification Trigger” means a trigger for a Modification Proposal, in accordance with Paragraph 4.16 of this Security Note. A Modification Trigger shall be one or more of the following:

- (a) past or forecasted level and/or performance of the Component(s) which is(are) subject to the Modification Proposal; and/or
- (b) past or forecasted level and/or level of the Component(s) which is(are) subject to the Modification Proposal; and/or
- (c) past or forecasted volatility of the Component(s) which is(are) subject to the Modification Proposal; and/or
- (d) past or forecasted volatility of the Underlying; and/or
- (e) publication of a macroeconomic data or indicator which is relevant to the Underlying or the Component(s) which is(are) subject to the Modification Proposal; and/or
- (f) determination of expected or publication of realised fundamental valuation the Component(s) which is(are) subject to the Modification Proposal; and/or
- (g) determination of expected or publication of realised coupon or dividend yield; and/or
- (h) determination of expected or publication of realised earnings; and/or
- (i) absence of the Modification Proposal, the Underlying Eligibility Criteria would not be complied with; and/or
- (j) regulatory requirement or restriction; and/or
- (k) determination of expected or publication of realised traded volumes or more generally liquidity of the Component(s) which is(are) subject to the Modification Proposal; and/or
- (l) determination of expected or publication of realised interest rates (or any variation thereof); and/or
- (m) events (including notably change of rules or composition) of the relevant benchmark index;

“Notice Period” means, for Callable Certificates, the notice period specified in the applicable Final Terms, to be met by the Issuer upon giving notice to the Certificateholders of the date fixed for the termination of the Certificates and ii) for Puttable Certificates, the notice period specified in the applicable Final Terms to be met by each Certificateholder upon giving notice to the Issuer of the date fixed for the termination of its holding of Certificates;

“Offer Period” means, for each Public Offer, the period during which the investors can subscribe/purchase the relevant Certificates, as specified in the applicable Final Terms;

“Open-ended Certificates” mean, for each Series of Certificates which Final Terms specify that the Certificates are “Open-ended Certificates”, that the Certificates will not have a predefined Maturity Date. The Open-ended Certificates shall in any event be Callable and Puttable Certificates;

“Optional Interim Amount” means, for each Series of Certificates for which the Optional Interim Amount is applicable, and for each Optional Interim Amount Payment Date in respect of which the Issuer notified the Certificateholders that the Optional Interim Amount is payable, the amount that shall be paid by the Issuer to the Certificateholders as determined by the Calculation Agent, in accordance with the provisions set out in Paragraph 4.1 of this Security Note and the applicable Final Terms;

“Optional Interim Amount Payment Date(s)” means, for each Series of Certificates for which the Optional Interim Amount is applicable, the date(s) specified as such in the applicable Final Terms;

“Optional Termination Amount” means, for each Series of Callable Certificates or Callable and Puttable Certificates, the amount that shall be paid by the Issuer to the Certificateholders upon optional termination of the Certificates by the

Issuer or the Certificateholders, as determined by the Calculation Agent, in accordance with the provisions set out in Paragraph 4.15 of this Security Note and the applicable Final Terms;

“Optional Termination Date” means, for each Series of Callable Certificates or Callable and Certificates, the date included in the Optional Termination Period designated by the Issuer (for Callable Certificates) or by a Certificateholder (for Puttable Certificates) as the date on which such Series of Certificates is terminated, subject to the application of the Notice Period specified in the applicable Final Terms;

“Optional Termination Period” means, for each Callable Certificates or Callable and Puttable Certificates, the period(s) during which a date may be designated as Optional Termination Date by the Issuer or by a Certificateholder, as specified in the applicable Final Terms;

“Optional Termination Valuation Date(s)” means the valuation date related to each Optional Termination Date, as specified in the applicable Final Terms, subject to the provisions set out in Paragraph 4.17 of this Security Note;

“Payment Date” means the Final Exercise Date and the Optional Termination Date, on which the Issuer is due to pay to the Certificateholder(s) the Final Exercise Amount or the Optional Termination Amount, as the case may be;

“Performance (t)” means the performance of the Underlying on any Valuation Date(t), that is determined by dividing the Underlying Price on such Valuation Date(t) by the Underlying Price on the Initial Valuation Date;

“Portfolio” or **“Dynamic Portfolio”** means, for each Series of Portfolio Linked Certificates, the portfolio of assets specified as Underlying in the applicable Final Terms, which composition may be from time to time modified in accordance with the provisions of Paragraph 4.16 of this Security Note and the applicable Final Terms;

“Portfolio Advisor” means, for each Series of Portfolio Linked Certificates, the entity appointed by the Issuer and the Calculation Agent pursuant to the relevant Portfolio Advisory Agreement and specified as such in the applicable Final Terms. The Portfolio Advisor shall not be an entity belonging to SG Group;

“Portfolio Advisory Agreement” means, for each Series of Portfolio Linked Certificates, an agreement entered into by the Calculation Agent, the Issuer and the Portfolio Advisor pursuant to which the Issuer and the Calculation Agent will appoint the Portfolio Advisor whose duties will include proposing Modification Proposal(s) to the Dynamic Portfolio;

“Potential Adjustment Event” means, in relation to any Component, any event having, in the opinion of the Calculation Agent, a diluting or concentrative effect on the theoretical value of such Component and which is not anticipated in terms of the relevant instrument as at the Issue Date of the Certificates or the occurrence of which is not scheduled to occur;

“Price Return” means, with reference to an Underlying, that such Underlying reflects the performance of its Components excluding reinvestment of any dividends, interest and other income;

“Portfolio Linked Certificates” mean any Series of Certificates issued under this Security Note which Underlying is a Portfolio, as specified in the applicable Final Terms;

“Principal Paying Agent” means the entity defined as such under the Agency Agreement;

“Programme” means this offering programme of “Benchmark Certificates on Advised SGI Indices” or “Benchmark Certificates on Dynamic Portfolios”;

“Public Offer” or **“Offer”** means, for each Series of Certificates, the public offer carried out pursuant to this Programme, which terms and conditions are specified in the applicable Final Terms;

“Puttable Certificates” or **“Puttable”** means each Series of Certificates for which the applicable Final Terms specify that *“Termination at the option of the Certificateholders”* is applicable;

“Qualified Investors” mean the qualified investors as defined under article 2, letter (e), of the Prospectus Regulation;

“Rebalancing Date” means, for each Series of Certificates, the day on which a Modification Proposal is deemed to be effective, as specified in the applicable Final Terms;

“Rebalancing Lag” means, for each Series of Certificates, the number of Calculation Dates between the Review Date and the Rebalancing Date, as specified in the applicable Final Terms;

“Related Exchange” means, in respect of a Component, each exchange or quotation system where trading has a material effect on the overall market for futures and options contracts relating to such Component (or the securities or instruments underlying such Component in the case of a Component that is a Component - Index), any successor exchange or

quotation system or any substitute exchange or quotation system to which trading in futures or options contracts relating to such Component (or the securities or instruments underlying such Component in the case of a Component that is a Component - Index), has temporarily relocated;

“Review Date” means, for each Series of Certificates, each day specified as such in the applicable Final Terms. The Advisor may, but is not obliged to, make a Modification Proposal on each Review Date;

“Sanctions Disruption Event” means that the payment of a Final Exercise Amount, Optional Termination Amount or such other amount (if any) payable under the Certificates and/or under the Guarantee, by the Issuer or the Guarantor would constitute a breach or violation of Sanctions, including following the change of interpretation of existing Sanctions. For the purposes hereof: Sanctions means any economic or financial sanctions, trade embargoes or similar measures enacted, administered or enforced by any of the following (or by any agency of any of the following):

(a) the United Nations;

(b) the United States of America;

(c) the United Kingdom; or

(d) the European Union or any present or future member state thereof;

“Scheduled Calculation Date” means any day on which the Underlying Level is scheduled to be calculated and published pursuant to this Security Note, the applicable Final Terms and the Index Rules (where relevant);

“Series of Certificates” or “Series” means each financial instruments issued under this Security Note, as identified by the ISIN code specified in the applicable Final Terms. Each Series of Certificates may be made up by one or more tranches (a **“Tranche”**, the **“Tranches”**), provided that the initial Tranche and any further Tranches are expressed to be consolidated and form a single Series and are identical in all respects except for the Issue Date and possibly for the Issue Price and/or the Aggregate Amount;

“SGI Index” or “Advised SGI Index” means, for each Series of SGI Index Linked Certificates, the SGI Index specified as Underlying in the applicable Final Terms, which composition may be from time to time modified in accordance with Paragraph 4.16 of this Security Note, the Index Rules and the applicable Final Terms;

“SGI Global Methodology” means, in respect of an SGI Index, the Global Index Methodology (the current version of which is dated 24 July 2023) which describes, among other things, certain procedures for the calculation and maintenance of such SGI Index as well as important events which might affect it and the Index Components thereof, but in any case applicable to an SGI Index only where the Index Rules for such SGI Index expressly refer to such methodology. In the event of any inconsistency between the provisions of this Security Note and the SGI Global Methodology, the provisions of this Security Note shall prevail. The SGI Global Methodology is available on the SGI website at the following address: <http://sgi.sgmarkets.com>;

“SGI Index Linked Certificates” mean any Series of Certificates issued under this Security Note which Underlying is an SGI Index, as specified in the applicable Final Terms;

“Share” means the share of a company;

“Share Disruption Event” means (a) a Trading Disruption; (b) an Exchange Disruption or (c) an Early Closure;

“Share Extraordinary Event” means, in respect of a Share or an ETF Share, (a) a Liquidation; (b) a Delisting; (c) a Nationalisation; (d) a Merger Event; (e) a De-Merger Event or (f) a Participation Event.

For the purpose hereof:

A. Liquidation means that the company related to this Share or the ETF related to this ETF Share is subject to a voluntary or involuntary liquidation, dissolution or winding-up, nationalisation, expropriation or is otherwise required to be transferred to any governmental agency, authority, entity or instrumentality thereof;

B. Delisting means that the relevant Exchange announces that pursuant to the rules of such Exchange, the Share or ETF Share ceases (or will cease) to be listed, traded or publicly quoted on the Exchange for any reason (other than the events described under Share Disruption Event) 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).

C. Nationalisation means that all the Shares or ETF Shares or all or substantially all of the assets of a company or ETF are nationalised, expropriated or are otherwise required to be transferred to any governmental agency, authority, entity or instrumentality thereof.

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. any operation of similar nature.

E. De-merger Event means, in respect of any Share, that the Company issuing such Share is affected by a de-merger including, without limitation, a spin off, scission or any operation of a similar nature.

F. Participation Event means that a Company (whose Shares form part of the Underlying) 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 Underlying;

“Similar Underlying” means, for each Series of Certificates, an underlying (a Portfolio or an Index, as the case maybe) whose "main characteristics" are similar to those of the Underlying, in the determination of the Calculation Agent. The "main characteristics" of an Underlying comprise, without limitation, its strategy, its currency, the asset class and the geographical or economic sectors reflected in such Underlying;

“Similar Component” means, for each Series of Certificates, any Component whose "main characteristics" are similar to those of the relevant Affected Component, in the determination of the Calculation Agent. The "main characteristics" of a Component comprise, without limitation, its strategy, its currency, the asset class and the geographical or economic sectors reflected in such Component;

“Specified Denomination” means the amount specified as such in the applicable Final Terms;

“Subscription Form” means, for each Offer, the document to be used by the Distributors to collect the subscription orders;

“Terms and Conditions” mean the provisions of Section 4 of this Security Note;

“Trading Disruption” means in respect of a Component any suspension of or limitation on trading imposed 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 such Component on the relevant Exchange(s); or

(b) relating to futures or options contracts on any relevant Related Exchange relating to such Component;

“Underlying” means, for each Series of Certificate, the SGI Index or the Dynamic Portfolio underlying to such Series of Certificates, as specified in the applicable Final Terms;

“Underlying Currency” means, for each Series of Certificates, the denomination currency of the Underlying, as specified in the applicable Final Terms;

“Underlying Disruption Event” means an Equity Instrument Disruption Event, a Commodity Instrument Disruption Event, a Debt Instrument Disruption Event or a Derivatives Instrument Disruption Event or a Market Data Disruption Event, as determined by the Calculation Agent;

“Underlying Eligibility Criteria” means, for each Series of Certificates, a set of applicable Underlying Eligibility Criteria to be determined in accordance with Paragraph 4.15.3 of this Security Note. For each Series of Portfolio Linked Certificates, the applicable Underlying Eligibility Criteria shall be specified in the applicable Final Terms; for each Series of Index Linked Certificates, the applicable Underlying Eligibility Criteria shall be set out in the relevant Index Rules. Any Modification Proposal by the Advisor which is in breach of any Underlying Eligibility Criteria shall be rejected by the Calculation Agent or the Index Sponsor, as the case maybe, in accordance with Paragraph 4.15.1 of this Security Note;

“Underlying Extraordinary Event” means an Equity Instrument Extraordinary Event, a Commodity Instrument Extraordinary Event, a Debt Instrument Extraordinary Event, a Derivatives Instrument Extraordinary Event, a Market Data Extraordinary Event or an Underlying Index Extraordinary Event;

“Underlying Level” means, for any Underlying and each Calculation Date, the value of the Underlying on such Calculation Date, determined by the Calculation Agent, for any Dynamic Portfolio, or by the Index Calculation Agent, for any Advised SGI Index;

“Underlying Publication Website” means, for each Series of Certificates, a website specified in the applicable Final Terms, where the Calculation Agent will publish (i) the composition of the Underlying and (ii) details relating to each Modification Proposal, as further specified in Paragraph 4.16.2 of this Security Note;

“Valuation Date” means any of the Initial Valuation Date, the Final Valuation Date or the Optional Termination Valuation Date.

GENERAL DESCRIPTION OF THE PROGRAMME

This offering programme (the “**Programme**”) concerns the offer to the public of the following categories of certificates: “Benchmark Certificates on Advised SGI Indices” (the “**SGI Index Linked Certificates**”) and “Benchmark Certificates on Dynamic Portfolios” (the “**Dynamic Portfolio Linked Certificates**”) and collectively the “**Certificates**”).

The Certificates are intended to constitute “non-equity securities”, within the meaning of article 2(c) of the Prospectus Regulation.

Main features - The SGI Index Linked Certificates and the Dynamic Portfolio Linked Certificates are characterized by the following main features:

- payments in respect of the Certificates are linearly linked to the performance of the Underlying (an SGI Index or a Dynamic Portfolio, as the case maybe), net of any applicable costs, fees or other charges, as specified in the applicable Final Terms;
- the Certificates are not capital protected products, therefore exposing the investors to the risk of loss of the full invested amount;
- the Underlying to the Certificates (an SGI Index or a Dynamic Portfolio, as the case maybe) is dynamic over time pursuant to criteria not fully predetermined but depending on the discretion to be exercised by the relevant Advisor, in accordance with the Terms and Conditions of the Certificates;
- The following categories of financial instruments can be included in the Underlying to the Certificates: Equity Instruments (shares, fund units and ETF shares), Commodity Instruments, Debt Instruments (including credit lined notes) and Derivatives Instruments;
- any SGI Index or Dynamic Portfolio is intended to be the measure/indicator by reference to which the amount payable under the Certificates, and the value of the Certificates, is determined. Therefore, the initial composition of any SGI Index or Dynamic Portfolio, and any modification thereof, is purely virtual; in no event, the investment in the Certificates is associated with an investment in the assets composing the relevant SGI Index or Dynamic Portfolio to be made on behalf of the investors;
- if specified in the applicable Final Terms, the Certificates may provide for the payment of one or more Interim Amount(s) or of one or more Optional Interim Amount(s). The Interim Amount(s) and the Optional Interim Amount(s) shall be both equal to the value of the item Divbucket of the Underlying, which corresponds to any cashflow (whether as dividends, coupons or other) derived from the Components that is not reinvested, as determined on each Calculation Date by the Calculation Agent (or the Index Calculation Agent for any SGI Advised Index). In case of Optional Interim Amount(s), in relation to each Optional Interim Amount Payment Date, the payment of the relevant amount will be due, subject to the Issuer having notified the Certificateholders, in accordance with the notice period specified in the applicable Final Terms, that the Optional Interim Amount relating to the applicable Optional Interim Amount Payment Date, will be payable.

Maturity - The Certificates may have a predetermined Maturity Date or be Open-ended (with no predetermined Maturity Date).

The Open-ended Certificates shall be Callable Certificates (providing for the termination of the Certificates at the option of the Issuer) and Puttable Certificates (providing for the termination of the Certificates at the option of the Certificateholders).

The Certificates with a predetermined Maturity Date may be (although not necessarily are) Callable Certificates, as from time to time specified in the applicable Final Terms.

Parties to the Programme - The parties to the Programme are the following:

Issuer	SG Issuer – Legal Entity Identifier (LEI): 549300QNMDVBVTHX8H127 Or Societe Generale - Legal Entity Identifier (LEI): 2RNE8IBXP4R0TD8PU41
Manufacturer, Offeror and Dealer	Societe Generale - Legal Entity Identifier (LEI): 2RNE8IBXP4R0TD8PU41
Guarantor (when SG Issuer is the Issuer)	Societe Generale - Legal Entity Identifier (LEI): 2RNE8IBXP4R0TD8PU41
Calculation Agent	Societe Generale or the different entity specified in the applicable Final Terms
Index Sponsor	Societe Generale (acting through its Societe Generale Index (SGI) business unit)
Advisor	The entity specified as such in the applicable Final Terms
Paying Agent	Societe Generale Securities Services S.p.A. Legal Entity Identifier (LEI): 549300SAMQW7TYZ1TR74

The above, that should be read as an introduction to this Security Note, constitutes a general description of the offering programme of the Certificates, for the purposes of article 25(1) of Commission Delegated Regulation (EU) 2019/980 (“**Regulation (EU) 2019/980**”), as amended, implementing the Prospectus Regulation.

This description is to be read in conjunction with the Registration Document, any documents incorporated by reference into the Security Note and the Registration Document (collectively, the “**Base Prospectus**”).

For each Series of Certificates, the Issuer will draw up the applicable Final Terms which contain the information relating to the specific characteristics of the Certificates and the conditions of the Offer. The Final Terms will also include a summary note specific to such Series of Certificates, pursuant to the Prospectus Regulation and Regulation (EU) 2019/980 (the “**Issue Specific Summary**”). The Final Terms shall be published by no later than on the day before the start date of the Offer Period.

Each perspective investor may receive a copy of the Base Prospectus and the Final Terms at the offices of Societe Generale – Milan branch (via Olona, 2 – 20123 Milano). Such documents are also available on the website of the Issuer (<https://prodotti.societegenerale.it/documenti/certificati-dinamici>).

Unless differently stated, the words and expressions reported in this Security Note have the same meaning ascribed to them in Section “Definitions” of this Security Note.

1- PART ONE - RISKS RELATED TO THE CERTIFICATES

1.1 RISKS RELATED TO THE CHARACTERISTICS OF THE SECURITIES

1.1.1 Risk related to the complexity of the Certificates

The Certificates are financial instruments incorporating a derivative component and are characterized by a very high risk, which appreciation by perspective investors is made more difficult by their complexity.

The attention of the investors is drawn to the following:

- The composition of the Underlying is dynamic over time pursuant to criteria not fully predetermined but depending on the discretion to be exercised by the Advisor in accordance with the Terms and Conditions of the Certificates;
- The performance of the Certificates replicates the performance of the Underlying, but subject to the application of costs, fees and other charges. Perspective investors should therefore carefully consider the impact of such costs, fees and other charges. In this respect, the following should be noted:
 - o For any Series of Certificates, the applicable costs, fees and other charges shall be specified in the applicable Final Terms;
 - o Distribution fees: the distribution fees that shall be paid by Societe Generale to the relevant Distributors will be incorporated in the prices of the Certificates and therefore will be ultimately bear by the Certificateholders. The distribution fees may be provided as “upfront” fees or “yearly” fees: i) the “upfront” fees will be implied in the Issue Price of the Certificates and, as such, will be fully deducted from the market prices of the Certificates determined immediately following the Issue Date; ii) the “yearly” fees will be deducted from the value of the Certificates, on a daily accrual basis;
 - o Advisory Fee and Structuring Fee: the applicable Final Terms may provide for the application of an Advisory Fee (to be paid to the Advisor) and/or a Structuring Fee (to be paid to the Manufacturer); both fees shall be in the form of yearly fees to be deducted from the value of the Certificates, on a daily accrual basis;
 - o Execution costs and financing costs: the applicable Final Terms may provide that the Underlying Levels are subject to the application of transaction costs (representing the costs associated with the rebalancing of the Hedge Positions in relation to the implementation of a Modification Proposal) and/or financing costs (representing the costs associated with those Components that are funded Components, such as Shares, ETF Shares, Debt Instruments etc.);
- any SGI Index or Dynamic Portfolio is intended to be the measure/indicator by reference to which the amount payable under the Certificates, and the value of the Certificates, is determined. The initial composition of any SGI Index or Dynamic Portfolio, and any modification thereof, is purely virtual; in no event, the investment in the Certificates is associated with an investment in the assets composing the relevant SGI Index or Dynamic Portfolio to be made on behalf of the investors.

Before investing in the Certificates, an investor should have well understood the characteristics of the product and the degree of risk that such investment entails, following a thorough analyses of this Security Note, the Registration Document and the applicable Final Terms.

Perspective investors should also search the assistance of their intermediaries before investing in the Certificates.

1.1.2 Risk of capital loss

The Certificates do not provide for any partial or full capital protection but provide for a risk of capital loss.

Potential investors are exposed to the risk of losing all or a substantial part of the invested amount. In a worst-case scenario, investors may lose their entire investment.

1.1.3 Exchange rate risk related to the Denomination Currency of the Certificates

The Issuer will pay any amounts due in respect of the Certificates in the Denomination Currency.

RISK FACTORS

If the Denomination Currency is different from the Investor Currency, the potential investors are exposed to the risk of variation of the exchange rate between the Denomination Currency and the Investor Currency, during the life of the Certificates.

An appreciation in the value of the Investor's Currency with respect to the Denomination Currency would decrease the Investor's Currency equivalent value of any amounts payable on the Certificates and the Investor's Currency equivalent market value of the Certificates.

1.1.4 Risk related to the Interim Amount(s) and the Optional Interim Amount(s)

The Final Terms may specify that the payment of one or more Interim Amount(s) or Optional Interim Amount is applicable.

The investors should note that the payment of an Interim Amount or an Optional Interim Amount determines a corresponding reduction in the price of the Certificates.

The Interim Amounts and the Optional Interim Amounts are not interests; they represent the distribution of the return (dividends, coupons, etc.) generated from the assets composing the Underlying, as from time to time registered in the component denominated DivBucket of the Underlying.

The amount of the Interim Amounts and the Optional Interim Amounts is not predetermined, as it is equal to the amount registered in the DivBucket at the time of payment. Such amounts may therefore be equal to zero.

In case of Optional Interim Amount(s), the Issuer, in relation to each Interim Amount Payment Date, has the right at its sole discretion to determine if the relevant Interim Amount will be due. If, with respect to one or more Interim Amount Payment Date, the Interim Amount is, at the Issuer's discretion, not payable on such date, no Interim Amount will be paid, even in case the existing value of the DivBucket is higher than zero.

1.1.5 Risk related to optional termination by the Issuer

The Final Terms shall (in case of Open-Ended Certificates) or may (otherwise) specify that the optional termination by the Issuer is applicable (Callable Certificates). In such event, the Issuer may at its sole discretion terminate the Certificates either on certain predefined dates or at any time during the life of the Certificates (as specified in the applicable Final Terms).

Following an early termination of the Certificates at the Issuer's discretion, the amount payable by the Issuer to the Certificateholders shall be determined based on the value of the Underlying as of the applicable Optional Termination Date and the Certificateholders will not be able to benefit from any subsequent positive performance of the Underlying.

1.1.6 Risk related to adjustment or early termination of the Certificates

The Terms and Conditions of the Certificates, set out in Section 4 of this Security Note, give the Calculation Agent a certain discretion to determine whether any event(s) affecting the Certificates or the Underlying has occurred in accordance with such terms and conditions.

For the purposes hereof, the events affecting the Certificates or the Underlying refer to the following:

- i) Hedging Disruption, Increased Cost of Hedging, Increased Cost of Borrow, Loss of Borrow and Change in Law, all such terms as defined in Section "Definition" of this Security Note, and which consequences are set out in paragraph 4.17.2 of this Security Note;
- ii) Underlying Disruption Events, as defined in Section "Definition" of this Security Note and which consequences are set out in paragraph 4.17.1 (if a Valuation Date is a Disrupted Day) and 4.17.3 (if a Scheduled Calculation Date is a Disrupted Day);
- iii) Underlying Extraordinary Events, as defined in Section "Definition" of this Security Note and which consequences are set out in paragraph 4.17.4 of this Security Note;
- iv) Potential Adjustment Events, as defined in Section "Definition" of this Security Note and which consequences are set out in paragraph 4.17.5 of this Security Note;
- v) Administrator/Benchmark Event, as defined in Section "Definition" of this Security Note and which consequences are set out in paragraph 4.17.6 of this Security Note;

RISK FACTORS

- vi) Sanctions Disruption Event, as defined in Section “Definition” of this Security Note and which consequences are set out in paragraph 4.17.7 of this Security Note; and
- vii) Cyber-attack Disruption Event, as defined in Section “Definition” of this Security Note and which consequences are set out in paragraph 4.17.8 of this Security Note.

The Calculation Agent also has certain discretion in order to determine the consequences thereof for the Certificates, the Underlying or the hedging transactions, without any obligation to take into account the interests of the Certificateholders. Such discretion includes, without limitation, the determination of the price or the market value of the Underlying, the choice between (a) mechanisms to adjust or substitute the Underlying and/or (b) the early termination of the Certificates by the Issuer. In certain circumstances, such determinations may imply the postponement of the date of payment of the amounts due under the Certificates.

In the absence of manifest or proven error, these adjustments, substitutions or cancellation decisions will be binding upon the Issuer, the Guarantor and the Certificateholders.

Each of these measures applied in relation to the Certificates may result in the total or partial loss of the invested amount.

1.1.7 Risk related to a suspension of trading in the Certificates

If the Certificates are listed on one (or more) multilateral trading facilities (“MTF”), the trading of such Certificates may – depending on the rules applicable to such MTF – be suspended by the management body of the relevant MTF or a competent regulatory authority upon the occurrence of a number of reasons, including violation of price limits, breach of statutory provisions, occurrence of operational problems of the trading venue or generally if deemed required in order to secure a functioning market or to safeguard the interests of investors.

Where trading in an Underlying of the Certificates is suspended, trading in the respective Certificates will usually also be suspended and existing orders for the sale or purchase of such Certificates will usually be cancelled.

Investors should note that the Issuer may have no influence on trading suspensions and that investors in any event must bear the risks connected therewith.

In particular, investors may not be able to sell their Certificates where trading is suspended, and the quotations of such Certificates on the relevant trading venue may not adequately reflect the value of such Certificates.

All these risks would, if they materialize, have a material adverse effect on the value of the Certificates and investors may therefore lose part or all of their investment in the Certificates.

1.1.8 Risk related to hedging and trading activity by the Issuer, the Guarantor and members of the Group potentially affecting the value of the Certificates

In the ordinary course of their business, whether or not they will engage in any secondary market making activities, the Issuer, the Guarantor and/or any other members of the Group may effect transactions for their own account or for the account of their customers and hold long or short positions in any Underlying or Underlying Components or related derivatives.

These transactions may affect the prices of the Underlying and the related Components and this could have a material adverse effect on the price of the Certificates and investors may therefore lose part or all of their investment in the Certificates.

1.1.9 Risk related to the limited recourse against SG Issuer

Each Certificateholder is deemed to have acknowledged and accepted, when investing in the Certificates, that, in the event of a payment default by SG Issuer of any amount due in respect of the Certificates (such payment defaults, the “Unpaid Amounts”), such Certificateholder shall not be able to institute any proceeding, judicial or otherwise, or otherwise assert a claim against SG Issuer to enforce such Unpaid Amounts and waives all rights to institute such proceedings or make such claims in respect of such Unpaid Amounts against SG Issuer.

Nevertheless, Certificateholders will continue to be able to claim any Unpaid Amount against Societe Generale that unconditionally and irrevocably guarantees the payment of all amounts due under the Certificates by SG Issuer.

Consequently, prospective investors in the Certificates should note that in case of Unpaid Amounts the entitlement of

RISK FACTORS

the Certificateholders will be to the sums obtained from the Guarantor by making a claim under the Guarantee and its relevant provisions.

1.1.10 Waiver of set-off

Pursuant to the Terms and Conditions of the Certificates, the Certificateholders waive any right of or claims of set-off, netting, compensation, retention and counterclaim in relation to the Certificates, to the extent permitted by applicable law.

As a result, the Certificateholders will not at any time be entitled to set-off the Issuer's obligations under the Certificates against obligations owed by them to the Issuer.

1.1.11 Risk relating to a Change in Law

The Terms and Conditions of the Certificates (including any non-contractual obligations arising therefrom or connected therewith) are based on relevant laws in effect as at the date of this Security Note. 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 Security Note (a **"Change in Law"** as defined in Section "Definitions").

Upon occurrence of a Change in Law, the Issuer will have the right, at its own reasonable discretion, to early terminate the Certificates and this may result in the total or partial loss of the invested amount.

1.1.12 Price Risk

The price of the Certificates, during the life of the Certificates, mainly depends on the performance of the Underlying (net of any fees and other costs applicable to the Underlying and/or to the determination of the Final Exercise Amount or the Optional Termination Amount, as specified in the applicable Final Terms). The payments due under the Certificates will be reduced because of such fees and other costs.

The Issue Price of the Certificates may include the distribution fee payable by the Dealer to the Distributors.

The price of the Certificates may also depend on the performance of the exchange rate between the Underlying Currency and, if different, the currency of denomination of the Underlying Components.

Consequently, an unfavorable performance of the Underlying and/or of the exchange rate between the Underlying Currency and the currency of denomination of the Underlying Components, may result in the total or partial loss of the invested amount.

Upon payment of an Interim Amount or an Optional Interim Amount, the price of the Certificate decreases of the same amount of such payment.

1.1.13 Risk linked to a high rate of inflation

Investors' attention is drawn to the fact that in the event of a high rate of inflation between the time when they acquired the Certificates and the time when they will receive any returns on the Certificates, the amount (if any) payable to investors is determined in nominal amount, without considering the effects of the inflation rate.

Therefore, such payable amount (if any) may not allow investors to purchase assets, goods or services that they would have been able to purchase at the time of their investment in the Certificates.

Consequently, prospective investors should consider the risk of high inflation rates before investing in the Certificates.

1.1.14 Risk of change in the tax regime

This risk is connected to the fact that the net values relating to the payment of the Final Exercise Amount or the Optional Termination Amount, as applicable, are calculated on the basis of the tax regime in force at the date of the Final Terms.

All present or future tax burdens which apply to payments made pursuant to the Certificates are the sole responsibility of the investor.

It is not possible to predict whether the tax regime in force at the date of publication of the applicable Final Terms, may undergo any changes during the life of the Certificates nor can it be excluded that, in the event of changes, the net amounts calculated as of the date of the applicable Final Terms may deviate, even significantly, from those which will actually be applicable to the Certificates upon expiry.

In this regard, Paragraph 4.14 (Taxation) of this Securities Note contains a brief description of the tax regime applicable to the subscription, holding and transfer of the Certificates for certain categories of investors, pursuant to Italian tax legislation and the practices in force at the date of publication of this Securities Note, it being understood that they remain subject to possible changes which could have retroactive effects.

In addition, it should be noted that any higher tax levies on the Certificates, as a result of legislative or regulatory changes or of the interpretative practices of the financial administration, will consequently lead to a reduction in the yield of the Certificates net of the tax levy, without this determining any obligation for the Issuer to pay investors any additional amount to compensate for this higher tax levy.

1.2 RISK FACTORS LINKED TO THE ISSUER OR THE GUARANTOR NOT FULFILLING THEIR OBLIGATIONS UNDER THE CERTIFICATES

1.2.1 Credit risk for the Certificateholders

SG Issuer's activity consists *inter alia* in issuing debt securities and the funds collected are systematically deposited with Societe Generale in the form of either term loans or swap contracts (hedging transactions), pursuant to which SG Issuer will receive from Societe Generale the amounts due under such debt securities. SG Issuer's ability to make payments under the Certificates will therefore depend primarily on the performance of its obligations by Societe Generale under such hedging transactions entered into between SG Issuer and Societe Generale.

If SG Issuer defaults or goes bankrupt, as a result of the limited recourse clause on SG Issuer, included in the terms and conditions of the Certificates, the Certificateholders have no recourse against SG Issuer and any amount due and unpaid by SG Issuer must be claimed against Societe Generale as Guarantor.

Societe Generale unconditionally and irrevocably guarantees the payment of all amounts due under the Certificates by SG Issuer and as a result the Certificateholders are exposed to the credit risk of Societe Generale as Guarantor.

If Societe Generale defaults or goes bankrupt, the Certificateholders may suffer a partial or total loss of the amount invested.

If the resolution authority takes bail-in measures in accordance with the regulations relating to the recovery and resolution of credit institutions and investment firms, against securities guaranteed by Societe Generale, then the investment of the Certificateholders may be reduced to zero, converted into equity (shares) or debt securities or be subject to a maturity postponement and in such case the obligations of Societe Generale as Guarantor shall be adjusted to such reduction, conversion or postponement.

The investment in the Certificates is not covered by any guarantee or indemnity system.

Even though the Certificates are issued as Senior Preferred Certificates, that are senior to the Senior Non-Preferred Obligations of Societe Generale, they may still be exposed to potential losses as a result of the resolution of Societe Generale in accordance with the applicable resolution law.

1.2.2 Risk linked to the lack of independence of Societe Generale – conflict of interest

Under this Security Note Societe Generale will act as the Guarantor of the Certificates issued by SG Issuer, Calculation Agent (including for all activities referred to the Calculation Agent in respect of any Dynamic Portfolio), Manufacturer, provider of hedging instruments to the Issuer and liquidity provider in relation to the Certificates.

As a result, investors will be exposed not only to the credit risk of Societe Generale but also to operational risks arising from the lack of independence of Societe Generale, in assuming its duties and obligations as the Guarantor, Calculation Agent, Manufacturer, provider of the hedging instruments and liquidity provider. Whilst compliance procedures require effective segregation of duties and responsibilities between the relevant divisions within Societe Generale, the possibility

of conflicts of interest arising cannot be wholly eliminated.

The Group provides a full array of capital market products and advisory services worldwide and may possess or acquire material and/or confidential information about the underlying assets (and/or the related obligors or reference entities) to the Certificates which is not public knowledge and which are or could be important to the Certificates.

Whilst compliance procedures of the Group require effective segregation between its “private” and the “public” departments, the Issuer, the Guarantor and any other member of the Group have no obligation to disclose such information about such underlying assets or the obligors to which they relate or the relating reference entities.

1.2.3 Risk of deterioration of the creditworthiness of the Guarantor

If the actual or anticipated financial situation of the Guarantor worsens or its creditworthiness deteriorates (as it may be indicated by an actual or anticipated downgrading of the credit ratings, including the outlook, and/or the variation of certain market indicators such as the credit default swap), this may have an adverse impact on the market value of the Certificates.

Societe Generale’s credit ratings are an assessment of its ability to honor its commitments, including in relation to the Certificates. Consequently, any actual or anticipated downgrading of Societe Generale’s credit ratings may affect the market value of the Certificates.

However, as the performance of the Certificates depends on several factors further to the ability of the Guarantor to honor its commitments in general and with respect to the Certificates, any actual or anticipated improvement of Societe Generale’s credit ratings may have no positive impact on the market value of the Certificates and does not reduce the other risks associated with the investment in the Certificates.

1.2.4 Risk of interruption or malfunction of Societe Generale information and communication systems due to cyber criminality

Societe Generale and SG Issuer rely largely on Societe Generale’s group information and communication systems to carry out their businesses. Any interruption or malfunction in the security of Societe Generale’s systems, which could be caused in particular by a breakdown or operational failure of its external service providers which it uses to carry out or facilitate its securities operations or by malicious and/or fraudulent acts using digital means to reach data, data treatments and data users and constituting a cybercrime, could lead to malfunctions or interruptions in Societe Generale Group’s information and communication.

Even if the Societe Generale’s group has developed means aiming at preventing the occurrence of such events, these risks cannot be totally excluded. If such interruptions, malfunctions, malicious and/or fraudulent acts occurred, Societe Generale and/or SG Issuer might not be able to perform its obligations under the Certificates or might perform them only partly. In those cases, Societe Generale and/or SG Issuer, upon notification to the Certificateholders, would suspend the performance of its obligations without this constituting an event of default and without interest accruing on the Certificates. Consequently, investors may lose part or all of their investment in the Certificates.

1.2.5 Risk relating to the applications of international financial sanctions

Economic or financial sanctions, trade embargoes or similar measures (the “**Sanctions**”) may be enacted, administered or enforced by the United Nations, the United States of America, the United Kingdom or the European Union (or any present or future member state thereof) (or by any agency of any of above mentioned) against countries, entities and/or individuals. Sanctions usually aim at prohibiting payments to be made to the relevant countries, entities and/or individuals, and as such may affect the capacity of the Issuer, the Guarantor, the paying agents and/or the clearing systems to effectuate the payments due under the Certificates in whole or in part. The Sanctions may also have an extra territorial effect.

The way of complying with the Sanctions also largely rely on the interpretation made by the authorities in charge of the implementation of these Sanctions. In that context, pursuant to the Terms and Conditions of the Certificates, Societe Generale and/or SG Issuer, upon notification to the Certificateholders, would suspend the performance of its obligations without this constituting an event of default and without interest accruing on the Certificates. Consequently, investors may lose part or all their investment in the Certificates.

1.3 RISK FACTORS RELATING TO THE UNDERLYING**1.3.1 Risk linked to the market value of the Certificates depending on the Underlying**

As the Certificates replicate the performance of the Underlying (net of any fees and other costs as specified in the applicable Final Terms), the performance of the Certificates mainly depends on the performance of the Underlying. Subject to the potential impact of other factors, a decrease of the value of the Underlying will determine a proportional decrease of the value of the Certificates.

The value of the Underlying may change even suddenly and significantly on any trading day and is influenced by the economic and market conditions (including speculative trading), interest rates, currency exchange rates and inflation rates in Europe and other relevant countries and geographical areas. There can be no assurance that events in France, Europe or elsewhere will not cause market volatility or that such volatility will not adversely affect the performance of the Underlying or that economic and market conditions will not have any other adverse effect. The impact of such factors may be higher if the relevant jurisdictions of one or more Underlying Components are located in emerging countries.

It should be highlighted that the past performance of an Underlying does not in any way represent an indication of its future performance.

The Certificates do not represent a claim against the Underlying or any Underlying Component (or any issuer, sponsor, manager or other connected person in respect of the Underlying or any Underlying Component) nor the Certificates are in any way sponsored, endorsed or promoted by any issuer, sponsor, manager or other connected person in respect of the Underlying or an Underlying Component and such entities have no obligation to take into account the consequences of their actions on any Certificateholders, notwithstanding that such consequences may have a negative impact on the value of the Underlying or an Underlying Component.

Certificateholders may therefore lose part or all of their investment in the Certificates.

1.3.2 Risk relating to a Dynamic Portfolio or an Advised SGI Index

The values of Dynamic Portfolios and Advised SGI Indices (each of them an “**Underlying**”) depend primarily on: i) the reference prices of the Underlying Components, ii) the weight given to each Component in the Underlying, iii) the correlation between the Components and iv) the frequency and the maximum number of the modifications of the Underlying.

Perspective investors in the Certificates are exposed to the risk of losing all or a part of their investment if the value of the Underlying falls.

The market value of each Underlying will fluctuate up or down depending on the performance of its Components that may belong to one or more of the following categories of assets: equity, bonds, derivatives, funds, exchange traded funds, commodities, credit financial instruments, currencies and indices on such assets.

Consequently, perspective investors, before investing in the Certificates, should consider the risk factors associated with each category of Underlying Component at Issue Date or that may be included in the Underlying at any subsequent date.

Investors’ attention is drawn to the fact that, under the same market conditions, an Underlying may perform even significantly differently from another Underlying made up of the same Components but to which different weights have been given.

In addition, there may be correlation between price movements of one Component and the price movements of other Components. A negative correlation between the Components reduces, under the same market conditions, the positive and negative variations of the Underlying values. On the contrary, a positive correlation between the Components increases, under the same market conditions, the variations of the Underlying values. The higher the correlation between the Components, the higher the volatility of the Underlying (under the same market conditions).

In addition, the implementation of the Modification Proposals made by the Advisor, may determine the application of costs (primarily the execution costs, as from time to time specified in the applicable Final Terms), which would negatively impact the value of the Certificates.

The Certificates are also exposed to the risk of changes in the market value of the Underlying resulting from the implementation of the Modification Proposals made by the Advisor. In fact, it may well happen that an Underlying would have performed better if one or more Modification Proposals were not made.

1.3.3 Risk relating to conflicts of interests in connection with SGI Indices

Societe Generale acts as sponsor of the SGI Indices, that are proprietary indices. Each SGI Index is calculated by an external calculation agent (the **“Index Calculation Agent”**) in accordance with the related Index Rules, comprising the methodology for determining the composition and calculation of the Index, including the role of the Advisor.

The Index Rules, that are drawn up by the Index Sponsor, shall not be subject to the authorization or the supervision of any supervisory authority; the Index Rules may be amended from time to time by the Index Sponsor acting in good faith and a commercially reasonable manner to cure ambiguities, errors and omissions as specified thereunder.

Societe Generale may face a conflict of interest between its obligations as Guarantor and Calculation Agent of the Certificates and as sponsor of the underlying SGI Indices, insofar as i) it can modify or supplement the Index Rules, in accordance with the Index Rules, which modifications may have an impact on the value of the Certificates; and ii) it may modify, in accordance with the Index Rules, certain parameters or provide the assessment of certain components, which modifications or assessments may have an impact on the value of the Certificates.

Societe Generale, as index sponsor, may at any time during the life of the Certificates discontinue or suspend calculation or dissemination of information relating to an SGI Index. As a consequence, investors in SGI Index Linked Certificates are exposed to the risk of discontinuance of the operational capacity and expertise of the Index Sponsor to ensure the calculation and maintenance of the index according to the methodology in force throughout the life of the Certificates.

1.3.4 Risk relating to the Advisor

For any Certificates issued under this Security Note (whether Portfolio Linked Certificates or SGI Index Linked Certificates), the Advisor (that in no event shall be an entity belonging to SG Group) may, under the terms and conditions set out in Paragraph 4.15 of this Security Note and the applicable Final Terms, propose modifications (each a Modification Proposal) to the composition of the relevant Underlying.

If a Modification Proposal is made by the Advisor, Societe Generale, acting as Index Sponsor (for SGI Index Linked Certificates) or Calculation Agent (for Portfolio Linked Certificates), shall be due to implement such Modification Proposal, to the extent that the Modification Proposal complies with the applicable Underlying Eligibility Criteria, as specified in the applicable Final Terms or Index Rules, and satisfies the other requirements set out in Paragraph 4.16.1 of this Security Note.

The Modification Proposals made by the Advisor may determine a performance of the Underlying (and the Certificates) even significantly worse than the performance that the Underlying (and the Certificates) would have had if such Modification Proposal had not been made.

Investors in the Certificates are therefore primarily exposed to the risk of the operational capacity and expertise of the Advisor.

Perspective investors should therefore carefully consider:

- i) the characteristics and the expertise of the Advisor;
- ii) the applicable Underlying Eligibility Criteria: the less specific the Underlying Eligibility Criteria (as specified in the applicable Final Terms or Index Rules), the broader the scope within which the Modification Proposals may be made by the Advisor;
- iii) the frequency of the potential Modification Proposals: the more frequent the Modification Proposals may be made, as specified in the applicable Final Terms, the higher the number of the Modification Proposals that may be potentially made by the Advisor during the life of the Certificates.

Any Modification Proposal made by the Advisor may impact on the market value of the Certificates and may result in the total or partial loss of the amount invested in the Certificates.

Even though the Issuer and the Calculation Agent (for Portfolio Linked Certificates) or the Index Sponsor (for Index Linked Certificates) have designated the Advisor, the Advisor shall act in the exclusive interest of the Certificateholders. Consequently, the Advisor is exclusively responsible to the Certificateholders for any Modification Proposal or for any fraud, negligence or misrepresentation.

In addition, in the event of termination of the Advisory Agreement, investors are exposed to the risk of replacement of

RISK FACTORS

the Advisor or of early termination of the Certificates. The occurrence of any of these events may impact on the market value of the Certificates and may result in the total or partial loss of the amount invested in the Certificates.

1.3.5 Risk relating to Certificates referencing a “benchmark”

The regulation on indices classified as reference benchmarks, or “benchmarks”, could negatively affect the performance of the Certificates on such benchmarks.

The indices being an underlying to certificates or structured Certificates are defined as reference benchmarks pursuant to Regulation (EU) 2016/1011 dated 29 June 2016 (the “**Benchmark Regulation**”), directly applicable in Italy since 1 January 2018.

The Benchmark Regulation, among other things, applies to the provision of benchmarks, the contribution of input data to a benchmark and the use of a benchmark within EEA.

Save for the application of transitory provisions as per article 51 of the Benchmark Regulation, such regulation established an authorization and supervisory regime over the benchmark administrators, providing inter alia that the administrator of a benchmark must obtain registration or authorization or, if based in a non-EU jurisdiction, the administrator must be recognized as equivalent or recognized or endorsed and the transitional provisions do not apply.

More broadly, any of the international or national reforms, or the general increased regulatory scrutiny of “benchmarks”, could increase the costs and risks of administering or otherwise participating in the setting of a “benchmark” and complying with any such regulations or requirements.

Such factors may have the following effects on certain “benchmarks”: (i) discourage market participants from continuing to administer or contribute to the “benchmark”; (ii) trigger changes in the rules or methodologies used in the “benchmark” or (iii) lead to the disappearance of the “benchmark”.

Any of the above changes or any other consequential changes as a result of international or national reforms or other initiatives or investigations, could have a material adverse effect on the value of any Certificates linked to or referencing a “benchmark”.

1.3.6 Risks relating to Funds

If the Underlying Components comprise the Funds, perspective investors should consider the following specific risk factors applicable to Funds.

The fund managers (including a fund manager that is part of SG Group) have no obligation to take into account the interest of the Certificateholders in performing the management activity of the relevant Fund and may manage other funds and/or accounts and may have financial and other incentives to favor such other funds and/or accounts over the relevant Fund.

Fund fees and expenses will be deducted from the net asset value of the fund and hence reduce the value of the Fund units.

The Funds may also include complex tax structures and deferrals in the distribution of generated returns.

If one or more of such risks materialize Certificateholders may lose part or all of their investment in the Certificates.

1.3.7 Risks relating to ETF

If the Underlying Components comprise the ETF, perspective investors should consider the following specific risk factors applicable to ETF.

For certain reasons, including to comply with certain tax and regulatory constraints, an ETF may not be able to exactly track or replicate the constituent securities of the underlying share or index, which could give rise to a difference between the performance of the underlying share or index and such ETF. Accordingly, investors in the ETF may receive a lower amount than if such investors had directly invested in the share or the index underlying such ETF.

ETF may engage in securities lending transactions. Securities lending involves the risk that the ETF may lose money because the borrower of the ETF's loaned securities fails to return the securities in a timely manner or at all or insufficient

collateral has been posted in respect of such securities lending transaction.

If one or more of such risks materialize, Certificateholders may lose part or all of their investment in the Certificates.

1.3.8 Risks relating to Debt Instruments

If the Underlying Components comprise the Debt Instruments, perspective investors should consider the following specific risk factors applicable to Debt Instruments.

The performance of a Debt Instrument depends on events relating to the creditworthiness of the relevant issuer, including any actual or anticipated downgrading of the rating of such issuer or credit default swap variations.

Depending on its characteristics, the performance of a Debt Instrument may also depend on the performance of interest rates, which is dependent on economic factors, including inflation rates in the relevant countries, economic forecasts, international political factors, monetary and fiscal policy, government debt, speculation and actions taken by governments and central banks. These factors can be expected to intensify in periods of financial turmoil.

If one or more of such risks materialize, Certificateholders may lose part or all of their investment in the Certificates.

1.3.9 Risks relating to Debt Instruments that are credit linked products

If the Underlying Components comprise Debt Instruments that are credit linked products, perspective investors should consider the following specific risk factors applicable to credit linked products (“CLN”).

Investors in a CLN are exposed to events related to the creditworthiness of the Reference Entities of such CLN (collectively referred to as “credit events”). The occurrence of a credit event will affect the redemption amount and/or the coupon amount of the relevant CLN.

Following the occurrence of a credit event, the impact on a CLN depends on the characteristics of such CLN and may be significantly different depending, without limitation, if the CLN is linked to a unique reference entity or to a basket of reference entities; if it is floating recovery or a fixed recovery CLN; if it is a first-to-default CLN.

In certain circumstances the period between the date on which the credit event occurred and valuation may be as long as 180 days therefore, settlement may occur several months after the credit event occurrence, on a date which may be much later than the scheduled maturity date of the CLN. Also, it is possible that no amount is due under the CLN.

If one or more of such risks materialize, Certificateholders may lose part or all of their investment in the Certificates.

1.3.10 Risks relating to Commodity Instrument

If the Underlying Components comprise the Commodity Instruments, perspective investors should consider the following specific risk factors applicable to Commodity Instruments.

The development of the price of a Commodity may be affected by the following factors: supply and demand, speculation, production bottlenecks, delivery difficulties, insufficient market participants, political unrest, economic crises, political risks (export restrictions, war, terrorism), unfavourable weather conditions and natural disasters.

Prices of Commodities are subject to greater fluctuations and commodity markets may be less liquid than, for instance, equities markets.

Certain Commodities are extracted in emerging markets to meet demand from industrial nations.

If one or more of such risks materialize, Certificateholders may lose part or all of their investment in the Certificates.

1.3.11 Exchange rate risk related to the Underlying

If i) the Underlying Currency is different from the Denomination Currency of the Certificates and/or ii) one or more Components are denominated in a currency different from the Underlying Currency, perspective investors in the Certificates will be exposed to a currency risk and should consider the following specific risk factors applicable to exchange rates.

The performance of exchange rates are dependent upon the supply and demand for currencies in the international foreign

RISK FACTORS

exchange markets, which are subject to economic factors, including inflation rates in the countries concerned, interest rate differences between the respective countries, economic forecasts, international political factors, fiscal and monetary policy, government debt, currency convertibility and safety of making financial investments in the currency concerned, speculation and intervening measures taken by governments and central banks.

Currency exchange risks can be expected to heighten in periods of financial turmoil.

The exchange rate risk may affect the performance of the Certificates.

1.3.12 Risks related to the emerging markets

If the Underlying Components comprise, or may potentially be composed of, assets linked to the emerging markets, perspective investors should consider that certain specific risks are associated with the characteristics of the emerging markets, that typically are, high volatility, political and economic uncertainty, risk of wars, governmental decisions to impose restrictions on foreign investments and more broadly on the functioning and the supervision of the markets.

1.3.13 Risk relating to the absence of interests/dividends

The Certificates do not provide for the right to the payment of any interest, dividend or other returns.

Consequently, any loss resulting from the performance of the Underlying cannot be offset, even partially, with any guaranteed return.

1.3.14 Risk relating to future contracts

If one or more Underlying Components are future contracts, perspective investors should note that futures contracts may have a predetermined expiry date that does not correspond to the term of the Certificates. In such event, the Calculation Agent will be due to roll the future contracts (the “**Roll Adjustment**”) which means that the underlying future contract close to expiration (the **Active Future Contract**) will be replaced before it expires by a future contract that has an expiry date later in the future (the **Next Active Future Contract**).

Upon each Roll Adjustment, the price of the Active Future Contract may be lower than (respectively higher than) the price of the Next Active Future Contract if the future curve is in contango (respectively in backwardation). The Roll Adjustment may as a consequence have either a positive or negative impact on the value of the Certificates. This may result in a partial or total loss of the investment in the Certificates.

Prospective purchasers of the Certificates should be aware that in respect of Certificates on futures contract that are rolled, the potential negative impact on the value of the Certificates induced by the roll may lead to a performance of the Certificates lower than the performance that would have been generated by the Certificates with no need to proceed with the roll.

1.3.15 Risk of Underlying Extraordinary Events

Upon occurrence of Underlying Extraordinary Events affecting the Underlying (including any Underlying Components), the Calculation Agent should determine the adjustments to the Underlying and/or the Certificates required in order for the economic value of the affected Certificate after the occurrence of such event to remain, to the possible extent and subject to the same market conditions, the same as the economic value of the Certificates before the occurrence of the extraordinary event.

The definition of Underlying Extraordinary Events (set out in Section “Definitions”) and the provisions set out in paragraph 4.16.4 of this Security Note give the Calculation Agent a certain discretion to determine whether an Underlying Extraordinary Event has occurred and the related consequences (including the potential early termination of the Certificates).

In the absence of manifest or proven error, the decisions of the Calculation Agent will be binding upon the Issuer, the Guarantor, any Agents and the Certificateholders.

Notwithstanding the Calculation Agent should act in good faith and according to the prevailing market practice, such

RISK FACTORS

determinations could negatively affect the price of the Certificates, exposing the Certificateholders to the risk to lose part or all of their investment in the Certificates.

1.3.16 Risk linked to Disruption Events

Upon occurrence of any Disruption Events, the Calculation Agent is recognized a certain discretion to determine the values of the Underlying Components affected by the Disruption Event pursuant to alternative criteria.

Notwithstanding the Calculation Agent should act in good faith and according to the prevailing market practice, such alternative determinations could negatively affect the price of the Certificates, exposing the Certificateholders to the risk to lose part or all of their investment in the Certificates.

1.3.17 Risk of absence of information on the Underlying Components after the Issue Date

The Issuer will not provide information on the single assets from time to time composing the Underlying (the Underlying Components) after the Issue Date, further to what specified in this Security Note.

Therefore, the Certificateholders will have to find information on such assets, required or even appropriate to assess the investment in the Certificates, through such channels that are available to the public.

The possible absence of information on the Underlying Components or the difficulty to find such information could have negative consequences on the investment made by the Certificateholders, considering that the number of the Underlying Components may be significant and that such Underlying Components may change over time during the life of the Certificates.

1.4 RISKS RELATED TO THE PUBLIC OFFER AND THE ADMISSION TO TRADING OF THE CERTIFICATES

1.4.1 Liquidity risk

The liquidity risk is linked to the investors not being able or having difficulties to sell the Certificates, without delay, before the applicable expiry date at a fair market price, that could even be lower than the Issue Price.

The Certificates will not be subject to admission to listing on any regulated market.

Societe Generale shall file the request of admission to trading of the Certificates on a multilateral trading facility on which it will be acting as *liquidity provider*.

Investors' attention is drawn to the fact that, notwithstanding the expected admission to trading of the Certificates on a multilateral trading facility, the secondary market on the Certificates could be characterized by a limited liquidity and such circumstance might negatively affect the prices of the Certificates. In such event, the Certificateholders might find difficult or not convenient to sell the Certificates before the expiry date or to determine a significant market price.

1.4.2 Risk relating to the distribution fees implied in the Issue Price

The Issue Price of the Certificates may include distribution fees and other costs.

The application of such fees and costs results in a potential return lower than with respect to similar products not including such fees and costs. In addition, as the distribution fees are not included in the secondary market prices, if an investor intends to sell the Certificate on the secondary market in the period immediately after the Issue Date, the sale price will be reduced of the amount of the distribution fees implied in the Issue Price.

In the applicable Final Terms, the distribution fees may be indicated as a predetermined percentage or in terms of maximum applicable amount. In such latter event, the definitive amount of the distribution fees shall be notified by the Issuer to the Certificateholders by way of publication of a notice on its website (at the address <https://prodotti.societegenerale.it/documenti/certificati-dinamici>), after the end of the Offer Period.

1.4.3 Risk relating to the application of exercise and/or trading fees

RISK FACTORS

No exercise and/or trading fees shall be applied by the Issuer.

The Distributors may however provide for the application of exercise and/or trading fees, if so provided under the terms of contracts according to which the Distributors carry out their services to the investors.

The application of such fees may result in a return associated with the investment in the Certificates lower than with respect to similar products to which such fees are not applied.

1.4.4 Risk of substitution of the Issuer

Societe Generale or SG Issuer may be replaced by each other or by any subsidiary of Societe Generale or any other third party as principal obligor in respect of the Certificates without the consent of the relevant Certificateholders, under the conditions specified in Paragraph 4.7.4 of this Security Note.

If any of Societe Generale or SG Issuer determines that it shall be replaced by one another or by any subsidiary of Societe Generale or any other third party (the **Substituted Obligor**), it shall give not less than 30 nor more than 45 days' notice, to the Certificateholders of such event and, immediately on the expiry of such notice, the Substituted Obligor shall become the principal obligor in place of the relevant Issuer and the Certificateholders shall thereupon cease to have any rights or claims whatsoever against the relevant Issuer

PART TWO

2- PERSONS RESPONSIBLE, THIRD-PARTY INFORMATION, EXPERTS' REPORTS AND COMPETENT AUTHORITY APPROVAL

2.1. Person responsible for the Security Note

SG Issuer, whose registered office is located at 10, Porte de France, L-4360 Esch-sur-Alzette, Luxembourg, and Societe Generale, whose registered office is located at 29, boulevard Haussmann, 75009 Paris, France, accept responsibility for the information contained in, or incorporated by reference into, this Security Note.

2.2. Declaration of responsibility

Each of the Issuer and the Guarantor accepts responsibility for the information contained in, or incorporated by reference into, this Security Note, and for the information contained in the applicable Final Terms for each Series of Certificates issued under the Programme.

To the best of the knowledge and belief of the 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 Security Note is in accordance with the facts and does not omit anything likely to affect the import of such information.

2.3. Expert statement or reports

This Security Note does not include statements or reports attributable to experts.

2.4. Information from third parties

This Security Note does not include information from third parties.

2.5. Statement of the Issuer and the Guarantor

SG Issuer and Societe Generale declare that:

- a) this Security Note has been approved by CONSOB (Commissione Nazionale per le Società e la Borsa), as Italian competent authority under Regulation (EU) 2017/1129;
- b) CONSOB only approves this Security Note as meeting the standards of completeness, comprehensibility and consistency imposed by Regulation (EU) 2017/1129;
- c) such approval should not be considered as an endorsement of the quality of the securities that are the subject of this Security Note;
- d) investors should make their own assessment as to the suitability of investing in these securities.

3. ESSENTIAL INFORMATION

3.1. Interests of natural and legal persons involved in the offer of the Certificates

The parties involved for various reasons in each single Offer may have, with respect to the transaction, an independent interest potentially in conflict with that of the investor and, therefore, there may be situations of conflict of interest of the parties involved in the transaction. By way of example, the following conflict of interest situations may arise:

- i. With respect to the Certificates, Societe Generale, the parent company of SG Group, will act as Issuer, Calculation Agent, Manufacturer, Dealer and Index Sponsor, or, if the Issuer is SG Issuer, it will act as Guarantor, Calculation Agent, Manufacturer, Dealer, Index Sponsor and hedging counterparty to the Issuer, and this situation may lead to a situation of conflicts of interest vis-à-vis the Certificateholders;
- ii. The Certificates will be traded on a multilateral trading facility (“MTF”) and the role of specialist or liquidity provider on such MTF will be generally performed by Societe Generale, as specified in the applicable Final Terms;
- iii. Societe Generale belongs to the same group of SG Issuer and the paying agent and this may lead to a situation of conflict of interest vis-à-vis the Certificateholders;
- iv. Societe Generale may take positions in the market of financial instruments or other assets composing (or affecting the components of) the Underlying.

All the activities indicated above can give rise to situations of conflict of interest as they are potentially suitable for affecting the value of the Certificates.

It is understood that any further conflicts of interest, other than those described in the Security Note, may be specified in the applicable Final Terme.

3.2. Reasons for the offer and use of proceeds

The net proceeds from each issue of Certificates will be applied for the general financing purposes of the Societe Generale Group, which include making a profit.

4. INFORMATION CONCERNING THE SECURITIES TO BE OFFERED TO THE PUBLIC – TERMS AND CONDITIONS

4.1. Description of the type and the class of the Certificates

This Security Note concerns the offer to the public of the following categories of certificates: “Benchmark Certificates on Advised SGI Indices” (the “**SGI Index Linked Certificates**”) and “Benchmark Certificates or Dynamic Portfolios” (the “**Dynamic Portfolio Linked Certificates**” and collectively the “**Certificates**”).

The Certificates do not provide for any capital protection. An investor in the Certificates is exposed to the risk of the entire loss of the invested capital.

If the Denomination Currency of the Certificates is different from the Investor Currency, a depreciation of the Investor Currency with respect to the Denomination Currency can determine up to an entire loss of the invested capital, even in case of favorable performance of the Underlying, or it could worsen the loss of the invested capital in the event of unfavorable performance of the Underlying.

The Certificates are derivatives instruments composed of a zero strike European style option, automatically exercised at expiry. The Certificates are of the type “investment certificates” and sub-type “benchmark certificates”.

The Certificates are characterized by the following main features:

- payments in respect of the Certificates are linearly linked to the performance of the Underlying (an SGI Index or a Dynamic Portfolio, as the case maybe), net of any applicable fees and other costs, as specified in the applicable Final Terms;
- the Underlying to the Certificates is dynamic over time pursuant to criteria not fully predetermined but depending on the discretion to be exercised by the relevant Advisor. In particular, the Advisor will be entitled to make Modification Proposals during the life of the Certificates, with the purpose to modify the composition of the Underlying, provided that such Modification Proposals comply with the Terms and Conditions of the Certificates;
- any Underlying is intended to be the measure/indicator by reference to which the amount payable under the Certificates, or the value of the Certificates, is determined. Therefore, the initial composition of any Underlying, and any modification thereof, is purely virtual; in no event, the investment in the Certificates is associated with an investment in the assets composing the relevant Underlying to be made on behalf of the investors.

For each Series of Portfolio-Linked Certificates, the Underlying is a Dynamic Portfolio, which characteristics are specified in the applicable Final Terms in accordance with the provisions of Paragraph 4.16 of this Security Note.

For each Series of SGI Index -Linked Certificates, the Underlying is an Advised SGI Index, which characteristics are specified in the applicable Final Terms in accordance with the provisions of Paragraph 4.16 of this Security Note and the Index Rules. For each Series of SGI Index -Linked Certificates, the Index Rules are reported in attachment to the applicable Final Terms, in accordance with Commission Delegated Regulation (EU) No 2019/980 as amended, including the essential characteristics to enable an investor to fully understand the index and its dynamic and make an informed assessment.

As at the date of this Security Note, Societe Generale, as administrator of the SGI Indices, is included in the register of administrators and benchmarks established and maintained by ESMA pursuant to article 34 and 36 of the Benchmark Regulation.

Each SGI Index or Portfolio underlying the Certificates may include one or more of the following Components (as specified in the applicable Final Terms): Commodity Component; Debt Component; Derivatives Component; Equity Component; and/or Market Data.

Each SGI Index or Portfolio may be Gross Total Return or Price Return, depending on whether the performance of such SGI Index or Portfolio is calculated including or excluding reinvestment of any dividend, interest or other income.

The Certificates can be issued with a predefined Maturity Date or as Open-ended Certificates, as specified in the

applicable Final Terms.

The Open-ended Certificates shall be Callable and Puttable Certificates; the Certificates with a predetermined Maturity Date maybe (but not necessarily are) Callable Certificates.

The Callable Certificates may be terminated by the Issuer, in accordance with the provisions of Paragraph 4.8. of this Security Note and as specified in the applicable Final Terms; the Puttable Certificates may be terminated by each Certificateholder (for the amount of securities held by such Certificateholder), in accordance with the provisions of Paragraph 4.8. of this Security Note and as specified in the applicable Final Terms.

The Certificates, other than the Callable Certificates, unless early terminated for any reasons, expire at the applicable Maturity Date, giving right to the payment of the Final Exercise Amount on the applicable Payment Date.

The Callable and Puttable Certificates, if terminated, give right to the payment of the Optional Termination Amount on the applicable Optional Termination Date.

The ISIN code of each Series of Certificates is specified in the applicable Final Terms.

if specified in the applicable Final Terms, the Certificates may provide for the payment of one or more Interim Amount(s) or of one or more Optional Interim Amount(s). The Interim Amount(s) and the Optional Interim Amount(s) shall be both equal to the income flows generated (whether as dividends, coupons or other) from the assets composing the Underlying, as from time to time registered in the item Divbucket of the Underlying.

In case of Optional Interim Amount(s), in relation to each Optional Interim Amount Payment Date, the payment of the relevant amount will be due, subject to the Issuer having notified the Certificateholders, in accordance with the notice period specified in the applicable Final Terms, that the Optional Interim Amount relating to the applicable Optional Interim Amount Payment Date, will be payable.

4.2. Description of how the value of the investment is affected by the value of the Underlying

The Certificates provide investors with an exposure to a Dynamic Portfolio or an Advised SGI index.

The value of the Certificates replicates the performance of the Underlying (net of any applicable fees or other costs, as specified in the applicable Final Terms); the performance of any Underlying depends on the performance of the related Underlying Components.

The performance of any Underlying also depends on the modifications made to such Underlying during the life of the Certificates, as formulated by the relevant Advisor, subject to such modifications being compliant with the applicable Underlying Eligibility Criteria. Such modifications may be only made on the dates, or in accordance with the frequency, specified in the applicable Final Terms in accordance with paragraph 4.16 of this Security Note.

The implementation of each such modification may determine the application of costs (primarily, the execution costs), affecting the value of the Certificates.

4.3. Legislation under which the Certificates have been created. Dispute resolution.

The Certificates are regulated under English law.

In case of claims or disputes concerning the Base Prospectus, the investors may send a complaint. The complaint must be in writing and sent by certified letter or electronically as follows:

- By certified letter to: Societe Generale Milan branch – Ufficio Reclami – Via Olona, 2 – 20123 Milano;
- By email to: sg.reclami@sgcib.com;
- By certified email to: sg.reclami@legalmail.it.

The complaint management activity is free, except for the expenses normally associated with the means of communication adopted. The complaint is processed by SG within 60 (sixty) days from its receipt. If the complaint is accepted, SG shall precise the initiatives to be undertaken and the related timing of implementation. If the complaint is rejected, SG shall provide a clear and exhaustive explanation of the reasons for the rejection.

Investors may file a claim before the *Arbitro per le Controversie Finanziarie* ("ACF"), if the conditions specified in the applicable regulation are met.

The following disputes fall within the scope of activity of the ACF:

- violation by an intermediary of the obligations of diligence, correctness, information and transparency envisaged towards investors in the exercise of the activities governed by part II of Legislative Decree 58/98 (TUF), including cross-border disputes and those covered by Regulation (EU) no. 524/2013;
- inherent claims for compensation for damages that are a direct and immediate consequence of the non-fulfillment or violation of the aforementioned obligations and having an exclusively patrimonial nature;
- which involve the request for sums of money for an amount not exceeding Euro 500.000.

A claim may be filed before the ACF:

- exclusively by the investor, personally or through an association representing the interests of consumers or an attorney;
- when, on the same facts, other out-of-court dispute resolution procedures are not pending.

The right to file a claim before the ACF cannot be waived by the investors and can always be exercised. The guide concerning access to the ACF is available to investors on the ACF website at www.acf.consob.it.

Pursuant to and for the purposes of the provisions of Legislative Decree 4 March 2010 n. 28 on mediation aimed at conciliation, if the investor intends to bring an action before the court, he must first carry out the mediation procedure, by contacting one of the mediation bodies registered in the register kept by the Ministry of Justice, including the Financial Banking Conciliator, based in Rome, Via delle Botteghe Oscure 54, which makes use of independent mediators, or he must have filed a claim before the ACF.

For any dispute that may arise between the investor and the Issuer or the Guarantor, the exclusive jurisdiction for the actions promoted by the investor is the court of the place where the registered office of the Issuer or, as applicable, the Guarantor is located. On the other hand, each of the Issuer or the Guarantor has the right to act against the investor, at its choice, as well as at the court where the Issuer or the Guarantor (as applicable) has its registered office, also in any of the courts provided for by law. If the investor qualifies as a consumer (natural person who acts for purposes unrelated to any entrepreneurial, commercial, craft or professional activity carried out), the competent court is the one in whose district the place of residence or elective domicile of the investor is located.

The Certificates have not been and will not be registered under the United States Securities Act of 1933, as amended, or under any securities regulation in any state of the United States of America. Neither the Securities and Exchange Commission nor any other regulatory authority in the United States of America has approved or denied approval of the Certificates referred to in these Terms and Conditions.

4.4. Form and transfer of the Certificates

Unless differently specified in the applicable Final Terms, the Certificates will be issued in dematerialized form pursuant to the Italian Financial Act and the relating implementing regulation and will be registered in the central depository system with Euronext Securities Milan, with registered office in Piazza degli Affari 6 - Milan ("**Monte Titoli**" or the "**CSD**").

No certificates nor other documents representing the Certificates will be issued. However, any Certificateholder has the right to obtain the certification as per articles 83-*quinquies* and 83-*novies*, par. 1, lett. b) of the Italian Financial Act.

The transfer of the Certificates will take place by way of registration on the accounts held with Monte Titoli by the intermediaries that are members of such CSD. Accordingly, each person who is for the time being shown in the records of a depository bank that is direct or indirect member to Monte Titoli as entitled to a particular nominal amount of the Certificates, shall be treated by the Issuer, the Guarantor and any paying agent as the holder of such nominal amount of the Certificates for all purposes and shall be entitled to any rights attached to them.

The Certificates are freely transferable, subject to any restrictions applicable in the jurisdictions where the Certificates should be distributed and/or admitted to trading.

4.5. Denomination Currency of the Certificates

The Certificates are denominated in Euros or in the different currency specified in the applicable Final Terms.

In all events, the currency of denomination of the Certificates shall be subject to the condition that its exchange rate with the Euro is registered continuously by relevant authorities or other competent entities.

4.6. Ranking of the Certificates

For Certificates to be issued by Societe Generale, the Certificates will constitute direct, unconditional, unsecured and unsubordinated obligations of Societe Generale 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 Societe Generale, present and future.

For Certificates to be issued by SG Issuer, the Certificates will constitute direct, unconditional, unsecured 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, unsecured and unsubordinated obligations of SG Issuer, present and future.

In addition, the due and punctual payment of any amounts due by SG Issuer as the Issuer, is unconditionally and irrevocably guaranteed by the Guarantor as provided in the guarantee to be made pursuant to the Form of Guarantee set out in Section 9. of this Security Note (the “**Guarantee**” and each such amount payable under the Guarantee, a “**Guarantee Obligation**”).

The Guarantee Obligations will constitute direct, unconditional, unsecured and unsubordinated obligations of the Guarantor ranking as senior preferred obligations, as provided for in Article L. 613-30-3 - I - 3° of the French *Code monétaire et financier* Code.

Such Guarantee Obligations rank and will rank equally and rateably without any preference or priority among themselves and:

(i) *pari passu* with all other direct, unconditional, unsecured and unsubordinated obligations of the Guarantor outstanding as of the date of the entry into force of the Law on 11 December 2016;

(ii) *pari passu* with all other present or future direct, unconditional, unsecured and senior preferred obligations (as provided for in Article L. 613-30-3 I 3° of the Code) of the Guarantor issued after the date of the entry into force of the Law on 11 December 2016;

(iii) junior to all present or future claims of the Guarantor benefiting from the statutorily preferred exceptions;

and

(iv) senior to all present and future senior non-preferred obligations (as provided for in Article L.613-30-3 - I - 4° of the Code) and all present or future subordinated obligations and deeply subordinated obligations, of the Guarantor.

In the event any judgment is rendered by any competent court declaring the judicial liquidation of the Guarantor or if the Guarantor is liquidated for any other reason:

- the rights of payment of the holders of Certificates and, where applicable, any related Coupons shall be subordinated to the payment in full of all present or future holders of, or creditors in respect of, claims benefiting from statutory preferred exceptions (Preferred Creditors);

- subject to such payment in full, the holders of Certificates and, where applicable, any related Coupons shall be paid in priority to any present or future holders of, or creditors in respect of, obligations referred to in (iii) above; and

- in the event of incomplete payment by the Preferred Creditors, the obligations of Societe Generale under the Certificates and, where applicable, any related Coupons relating thereto will be terminated.

The holders of Certificates and, where applicable, any related Coupons relating thereto shall be responsible for taking all necessary steps for the orderly accomplishment of such liquidation of Societe Generale in relation to any claim they may have against Societe Generale.

4.7. Description of the rights attached to the securities and procedure for the exercise of such rights

The Certificates incorporate the rights provided for under the Terms and Conditions set out in this Security Note and the applicable Final Terms, subject to Italian law provisions applicable to securities of the same category as the Certificates.

Any Certificateholder is deemed to know and accept the Terms and Conditions, as from time to time supplemented under the applicable Final Terms. With respect to any issue of Certificates, the Certificateholders are entitled to the rights attached to such Certificates.

The Certificates are not covered by the guarantee of the *Fondo Interbancario di Tutela dei Depositi* or by any other guarantee mechanisms or systems.

4.7.1 Waiver of Set-Off

No Holder of any Certificate may at any time exercise or claim any Waived Set-Off Rights (as defined here below) against any right, claim, or liability which the Issuer or the Guarantor has or may have or acquire against such Holder, directly or indirectly, howsoever arising (and, for the avoidance of doubt, including all such rights, claims and liabilities arising under or in relation to any and all agreements or other instruments of any sort or any non-contractual obligations, in each case whether or not relating to the Certificates) and each such Holder shall be deemed to have waived all Waived Set-Off Rights to the fullest extent permitted by applicable law in relation to all such actual and potential rights, claims and liabilities.

For the avoidance of doubt, nothing in this paragraph is intended to provide or shall be construed as acknowledging any right of deduction, set-off, netting, compensation, retention or counterclaim or that any such right is or would be available to any Holder of any Certificates but for this paragraph.

For the purposes hereof, “**Waived Set-Off Rights**” means any and all rights of or claims of any Holder of any Certificates for deduction, set-off, netting, compensation, retention or counterclaim arising directly or indirectly under or in connection with any such Certificates.

4.7.2 Limited Recourse against SG Issuer

Each Certificateholder is deemed to have acknowledged and undertaken, on its acquisition of any Certificates, that, in the event of a default by SG Issuer of payment of principal of (and premium, if any), interest or any other amount in respect thereof on any such Certificates, whenever such payment falls due (such payment defaults, “**Defaulted Payments**”), such Certificateholder shall not institute any proceeding, judicial or otherwise, or otherwise assert a claim against SG Issuer to enforce such Defaulted Payments and waives all rights to institute such proceedings or make such claims in respect of such Defaulted Payments against SG Issuer.

For the avoidance of doubt, such acknowledgement, undertaking and waiver are without prejudice to the Certificateholder’s rights under the Guarantee and do not alter or impair the Guarantor’s obligations under the Guarantee and accordingly each Certificateholder shall continue to have the right to institute any proceeding, judicial or otherwise, or otherwise assert a claim against the Guarantor to enforce any obligation due under the Guarantee, including without limitation in respect of any Defaulted Payments, subject in all cases to the terms of the Guarantee.

4.7.3 Acknowledgment of Bail-In and Write Down or Conversion Powers

D) Acknowledgement of bail-in and write-down or conversion powers on the relevant Societe Generale's or SG Issuer's Liabilities and of the write-down and conversion of Certificates of SG Issuer following the bail-in and write-down and conversion of some Societe Generale's Liabilities

By the acquisition of Certificates, each Certificateholder acknowledges, accepts, consents and agrees:

(1) to be bound by the effect of the exercise of the Bail-in Power (as defined below) by the Relevant Resolution Authority (as defined below) on Societe Generale's and SG Issuer's liabilities under the Certificates, which may include and result in any of the following, or some combination thereof:

- (i) the reduction of all, or a portion, of the Amounts Due (as defined below), on a permanent basis;
- (ii) the conversion of all, or a portion, of the Amounts Due into shares, other securities or other obligations of the Issuer or the Guarantor or another person (and the issue to the Certificateholder of such shares, securities or obligations), including by means of an amendment, modification or variation of the terms of the Certificates, in which case the Certificateholder agrees to accept in lieu of its rights under the Certificates any such shares, other securities or other obligations of the Issuer or the Guarantor or another person;
- (iii) the cancellation of the Certificates; and/or
- (iv) the amendment or alteration of the maturity of the Certificates, including by suspending payment for a temporary period; and

that terms of the Certificates are subject to, and may be varied, if necessary, to give effect to the exercise of the Bail-in Power by the Relevant Resolution Authority or the regulator.

(the “**Statutory Bail-in**”)

and

(2) if the Relevant Resolution Authority (as defined below) exercises its Bail-in Power (as defined below) on liabilities of Societe Generale, pursuant to Article L 613-30-3-I-3 of the Code:

(A) ranking:

(i) junior to liabilities of Societe Generale benefitting from statutorily preferred exceptions pursuant to Article L 613-30-3-I 1° and 2 of the Code;

(ii) *pari passu* with liabilities of Societe Generale as defined in Article L.613-30-3-I-3 of the Code; and

(iii) senior to liabilities of Societe Generale as defined in Article L.613-30-3-I-4 of the Code; and

(B) which are not *titres non structurés* as defined under Article R.613-28 of the Code, and

(C) which are not or are no longer eligible to be taken into account for the purposes of the MREL (as defined below) ratio of Societe Generale,

and such exercise of the Bail-in Power results in the write-down or cancellation of all, or a portion of, the principal amount of, or the outstanding amount payable in respect of, and/or interest on, such liabilities, and/or the conversion of all, or a portion, of the principal amount of, or the outstanding amount payable in respect of, or interest on, such liabilities into shares or other securities or other obligations of Societe Generale or another person, including by means of variation to their terms and conditions in order to give effect to such exercise of Bail-in Power, then SG Issuer's obligations under

the Certificates will be limited to (i) payment of the amounts of principal and/or interest as reduced or cancelled that would be recoverable by the Certificateholders and/or (ii) the delivery or the payment of value of the shares or other securities or other obligations of Societe Generale or another person that would be paid or delivered to the Certificateholders as if, in either case, the Certificates had been directly issued by Societe Generale itself and any Amount Due under the Certificates had accordingly been directly subject to the exercise of the Bail-in Power (the “**Contractual Bail-in**”).

II) Consequences of the Statutory Bail-in and Contractual Bail-in

No repayment or payment of the Amounts Due will become due and payable or be paid after the exercise of the Statutory Bail-in with respect to the relevant Issuer or the Guarantor unless, at the time such repayment or payment, respectively, is scheduled to become due, such repayment or payment would be permitted to be made by the Issuer or the Guarantor under the applicable laws and regulations in effect in France or Luxembourg and the European Union applicable to the Issuer or the Guarantor or other members of its group.

No repayment or payment of the Amounts Due will become due and payable or be paid under the Certificates after implementation of the Contractual Bail-in.

Upon the exercise of the Statutory Bail-in or upon implementation of the Contractual Bail-in with respect to the Certificates, the Issuer or the Guarantor will provide a written notice to the Certificateholders as soon as practicable regarding such exercise of the Statutory Bail-in or implementation of the Contractual Bail-in. The Issuer or the Guarantor will also deliver a copy of such notice to the relevant paying agent for informational purposes, although the relevant paying agent shall not be required to send such notice to Certificateholder. Any delay or failure by the Issuer or the Guarantor to give notice shall not affect the validity and enforceability of the Statutory Bail-in or Contractual Bail-in nor the effects on the Certificates described above.

Neither a cancellation of the Certificates, a reduction, in part or in full, of the Amounts Due, the conversion thereof into another security or obligation of the Issuer or the Guarantor or another person, as a result of the exercise of the Statutory Bail-in or the implementation of the Contractual Bail-in with respect to Certificates will be an event of default or otherwise constitute non-performance of a contractual obligation, or entitle the Certificateholder to any remedies (including equitable remedies) which are hereby expressly waived.

Upon the exercise of any Statutory Bail-in or the implementation of the Contractual Bail-in, the Issuer, the Guarantor and each Certificateholder (including each holder of a beneficial interest in the Certificates) hereby agree that (a) the relevant paying agent shall not be required to take any directions from Certificateholder, and (b) the Agency Agreement shall impose no duties upon the relevant paying agent whatsoever, in each case with respect to the exercise of any Statutory Bail-in or implementation of the Contractual Bail-in.

Notwithstanding the foregoing, if, following the completion of the exercise of the Statutory Bail-In or the implementation of the Contractual Bail-in, any Certificates remain outstanding (for example, if the exercise of the Statutory Bail-In or the implementation of the Contractual Bail-in results in only a partial write-down of the principal of the Certificates), then the Principal Paying Agent’s duties under the Agency Agreement shall remain applicable with respect to the Certificates following such completion to the extent that the Issuer, the Guarantor and the relevant paying agent shall agree pursuant to an amendment to the Agency Agreement.

If in a Statutory Bail-In the Relevant Resolution Authority exercises the Bail-in Power or if the Contractual Bail-in is implemented, with respect to less than the total Amounts Due, unless the relevant paying agent is otherwise instructed by the Issuer or the Guarantor or, as the case maybe, the Relevant Resolution Authority, any cancellation, write-off or conversion made in respect of the Certificates will be (in the case of a Contractual Bail-In) or may be (in the case of a Statutory Bail-in) made on a pro-rata basis.

The matters set forth herein shall be exhaustive on the foregoing matters to the exclusion of any other agreements, arrangements or understandings between the Issuer, the Guarantor and each Certificateholder.

No expenses necessary for the procedures under this paragraph, including, but not limited to, those incurred by the Issuer, the Guarantor and the Principal Paying Agent, shall be borne by any Certificateholder.

The Certificates will not be eligible liabilities for the purposes of the MREL requirement. The Certificates may not be early terminated by the Issuer, except as otherwise provided in this Security Note.

For the purpose of this paragraph:

Amounts Due means the Market Value of the Certificates as defined in Section “Definitions” of this Security Note;

Bail-in Power means any statutory cancellation, write-down and/or conversion power existing from time to time under any laws, regulations, rules or requirements relating to the resolution of banks, banking group companies, credit institutions and/or investment firms, including but not limited to any such laws, regulations, rules or requirements that are implemented, adopted or enacted within the context of a European Union directive or regulation of the European Parliament and of the Council establishing a framework for the recovery and resolution of credit institutions and investment firms, or any other applicable laws or regulations, as amended, or otherwise, pursuant to which obligations of a bank, banking group company, credit institution or investment firm or any of its affiliates can be reduced, cancelled, varied or otherwise modified in any way and/or converted into shares or other securities or obligations of the obligor or any other person;

MREL means the Minimum Requirement for own funds and Eligible Liabilities as defined in Directive 2014/59/EU of the European Parliament and of the Council of 15 May 2014 establishing a framework for the recovery and resolution of credit institutions and investment firms (as amended from time to time).

Relevant Resolution Authority means any authority with the ability to exercise the Bail-in Power on Societe Generale or SG Issuer as the case may be.

4.7.4 Substitution of the Issuer

Unless the applicable Final Terms specify that “Substitution of the Issuer” is “Not Applicable”, the provisions of this paragraph will apply.

Societe Generale or SG Issuer may be replaced by each other or by any subsidiary of Societe Generale or any other third party as principal obligor in respect of the Certificates without the consent of the relevant Certificateholders. If any of Societe Generale or SG Issuer determines that it shall be replaced by one another or by any subsidiary of Societe Generale or any other third party (the **Substituted Obligor**), it shall give not less than 30 nor more than 45 days' notice, to the Certificateholders of such event and, immediately on the expiry of such notice, the Substituted Obligor shall become the principal obligor in place of the relevant Issuer and the Certificateholders shall thereupon cease to have any rights or claims whatsoever against the relevant 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 Certificates 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 Obligor is not Societe Generale, until Societe Generale shall have entered into an unconditional and irrevocable guarantee substantially in the form of the Guarantee in respect of the obligations of such Substituted Obligor;
- (3) in any case, until the Substituted Obligor shall have provided to the relevant paying agent such documents as may be necessary to make the Certificates and the Agency Agreement its legal, valid and binding obligations; and
- (4) if required by any applicable law or regulation, until such Substituted Obligor shall have been approved in writing by the relevant authorities as able to issue the relevant Certificates.

Upon any such substitution, the Certificates will be modified as required, and the Certificateholders will be notified of the modified terms and conditions of such Certificates in accordance with Paragraph 4.7.5.

For the purposes of this paragraph, it is expressly agreed that by subscribing to, acquiring or otherwise purchasing the Certificates, the Certificateholders are expressly deemed to have consented to the substitution of the relevant Issuer by the Substituted Obligor and to the release of the relevant Issuer from any and all obligations in respect of the Certificates and all the agreements attached thereto and are expressly deemed to have accepted such substitution and the consequences thereof.

4.7.5 Notices

All notices regarding the Certificates shall be deemed to be validly given if published in a leading daily newspaper of general circulation in Europe or on the website of the Issuer (<https://prodotti.societegenerale.it/documenti/certificati-dinamici>), provided that so long as such Certificates are listed on any regulated market or are admitted to trading on other trading venues the Issuer shall instead ensure that notices are duly published in a manner which complies with the rules and regulations of such regulated market or other trading venues.

4.8. Maturity date and payment procedures

For Certificates, other than the Open-ended Certificates, the Maturity Date is the date on which the Certificates expire and are deemed automatically exercised. For each Series of Certificates, other than the Open-ended Certificates, the Maturity Date is specified as such in the applicable Final Terms.

The Certificates are financial instruments belonging to the category of the securitized derivatives, incorporating a zero-strike option, European style, cash settled and automatically exercised as at the Final Exercise Date or the relevant Optional Termination Date.

The payment to the Certificateholders of the Final Exercise Amount or the Optional Termination Amount, as the case maybe, shall be made by the Issuer by crediting the accounts of the relevant Distributors or depositary banks. Each Distributor or depositary bank shall be due to transfer the amounts so received to the relevant Certificateholders.

Optional Termination by the Issuer

If the applicable Final Terms specify that “Termination at the option of the Issuer” is applicable, the Issuer may, at its own discretion, terminate the Certificates (prior to the Maturity Date, in case of Certificates other than the Open-ended Certificates) at the Optional Termination Amount on the Optional Termination Date, in accordance with the provisions set out in Paragraph 4.15.1 of this Security Note and the applicable Final Terms.

The Certificates may be terminated in whole, but not in part.

The applicable Final Terms will specify the Optional Termination Period, the applicable Notice Period, the method of calculation of the Optional Termination Amount (in accordance with the provisions of Paragraph 4.15.1 of this Security Note) and the method of communication to the Holders, including by way of publication of the relevant notice on the website of the Issuer.

Optional Termination by the Certificateholders

If the applicable Final Terms specify that “Termination at the option of the Certificateholders” is applicable, each Certificateholder may terminate the Certificate at the Optional Termination Amount on the Optional Termination Date, in accordance with the provisions set out in Paragraph 4.15.1 of this Security Note and the applicable Final Terms.

Each Certificateholder may terminate the number of Certificates it holds, in whole, but not in part.

The applicable Final Terms will specify the Optional Termination Period, the applicable Notice Period, the method of calculation of the Optional Termination Amount (in accordance with the provisions of Paragraph 4.15.1 of this Security

Note) and the method of communication by each Certificateholder to the Issuer of the decision to terminate the number of Certificates held by the relevant Certificateholder.

4.9. Authorizations and Approvals

The issue of the Certificates under this Programme shall be authorized by the Issuer in accordance with Luxembourg law and pursuant to its statutory documents and authorization procedures.

No authorization procedures are required to Societe Generale by French law for the giving of the guarantees in respect of the Programme.

4.10. Issue Date of the Certificates

The Issue Date of the Certificates is specified in the applicable Final Terms.

4.11. Events of Default

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 amount due in respect of the Certificates and such default continues for a period of 30 days, unless the Guarantor shall have remedied such default before the expiry of such period; or

(2) the Issuer fails to perform or observe any of its other obligations under or in respect of the Certificates and the failure continues for a period of 60 days next following the service on the Issuer and 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 here above 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) the Guarantee ceases to be in full force and effect in respect of the Certificates, 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 Certificates, or is rendered void for any cause or by any means whatsoever except if the same results from the occurrence of a Change in Law which as provided for in paragraph 4.17.2;

then - the Certificateholder may give written notice, for Certificates issued by SG Issuer or Societe Generale, to the relevant Issuer and the Guarantor (if any) that the Certificates are, and they shall accordingly forthwith become, immediately due and repayable at their Early Termination Amount, together with, if appropriate and subject as otherwise provided herein, interest accrued to the date of repayment.

4.12. Meetings of Certificateholders

The Agency Agreement contains provisions for convening meetings (including by way of conference call or by use of a video conference platform) of the Certificateholders to consider any matter affecting their interests, including the sanctioning by extraordinary resolution (an **Extraordinary Resolution**) of a modification of the Certificates or any provisions of the Agency Agreement. Such a meeting may be convened by the Issuer or the Guarantor at any time or by Certificateholders holding not less than 10 per cent. in nominal amount of the Certificates 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 Certificates for the time being outstanding, or at any adjourned meeting one or more persons being or representing Certificateholders whatever the nominal amount of Certificates so held or represented, except that at any meeting the business of which includes the modification of certain provisions of the Certificates (including but not limited to modifying the date of maturity of the Certificates, reducing or cancelling the amount of principal payable in respect of the Certificates, or altering the currency of payment of the Certificates, modifying of the majority required to pass an Extraordinary Resolution, sanctioning of any scheme or proposal for the exchange or sale of the Certificates for, or the conversion of the Certificates into, or the cancellation of the Certificates in consideration of, shares, stock, Certificates, 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 Certificates for the time being outstanding. The Agency Agreement provides that (i) a resolution passed at a meeting duly convened and held in accordance with the Agency Agreement by a majority consisting of not less than three fourths of the votes cast on such resolution, (ii) a resolution in writing signed by or on behalf of the holders of not less than 90 per cent in nominal amount of the Certificates for the time being outstanding or (iii) consent given by way of electronic consents through the clearing systems (in a form satisfactory to the Principal Paying Agent) by or on behalf of the holders of not less than three fourths in nominal amount of the Certificates for the time being outstanding shall, in each case, be effective as an Extraordinary Resolution of the Certificateholders. An Extraordinary Resolution passed pursuant to the provisions above at any meeting of the Certificateholders in writing or by electronic consents, shall be binding on all Certificateholders, whether or not they are present at the meeting, and whether or not they voted on the resolution.

The Principal Paying Agent, the Issuer and the Guarantor may agree, without the consent of the Certificateholders, to any modification of the Certificates 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 materially prejudicial to the interests of the Certificateholders (provided the proposed modification does not relate to a matter in respect of which an Extraordinary Resolution would be required if a meeting of Certificateholders 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 Certificateholders and any such modification shall be notified to the Certificateholders in accordance with paragraph 4.7.5.

In respect of SG Issuer only, the provisions of articles 470-1 to 470-19 of the Luxembourg Act dated 10 August 1915 on commercial companies, as amended (the **Companies Act 1915**), shall not apply to the Certificates. No Certificateholders may initiate proceedings against SG Issuer based on article 470-21 of the Companies Act 1915.

4.13. Selling Restrictions

Neither the Issuer or the Dealer represents that the Certificates 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.

The following selling restrictions may be modified by the Issuer or the Dealer following a change in the relevant law, regulation or directive and in certain other circumstances as may be agreed between the Issuer and the Dealer. Any such modification will be set out in a Supplement to this Base Prospectus.

4.13.1 United States

The Certificates have not been and will not be registered under the Securities Act or under the securities law of any state or political sub-division of the United States, and trading in the Certificates has not been approved by the CFTC under the CEA. No person has registered and no person will register as a "commodity pool operator" of the Issuer under the CEA and CFTC Rules, and the Issuer has not been and will not be registered as an investment company under the Investment Company Act. The Certificates are being offered and sold in reliance on an exemption from the registration requirements of the Securities Act pursuant to Regulation S.

Accordingly, the Certificates may only be offered, sold, pledged or otherwise transferred in an "offshore

transaction” (as defined under Regulation S) to or for the account or benefit of a Permitted Transferee. A “**Permitted Transferee**” means any person who:

- (a) is not a U.S. Person;
- (b) is not a person who comes within any definition of U.S. person for the purposes of the CEA or any CFTC Rule, guidance or order proposed or issued under the CEA (for the avoidance of doubt, any person who is not a “Non-United States person” defined under CFTC Rule 4.7(a)(1)(iv), but excluding, for purposes of subsection (D) thereof, the exception for qualified eligible persons who are not “Non-United States persons”, shall be considered a U.S. person);
- (c) is not a "U.S. person" for purposes of the final rules implementing the credit risk retention requirements of Section 15G of the U.S. Securities Exchange Act of 1934, as amended (the **U.S. Risk Retention Rules**) (a **Risk Retention U.S. Person**).

The Certificates described herein are available only to Permitted Transferees located outside of the United States. The Dealer has represented and agreed that it will not at any time offer, sell or deliver Certificates, or any interest therein, within the United States or to, or for the benefit or account of, persons that are not Permitted Transferees. Terms used in this paragraph (unless otherwise defined herein) have the meanings given to them by Regulation S under the Securities Act.

By its purchase of a Note, each purchaser will be deemed to have agreed to the transfer restrictions set out in this paragraph.

4.13.2 The United Kingdom

4.13.2.1 Prohibition of sales to UK Retail Investors

If the Final Terms in respect of any Certificates specifies “Prohibition of Sales to UK Retail Investors” as “Applicable”, the Dealer has represented and agreed that it has not made and will not make an offer of Certificates which are the subject of the offering contemplated by this Base Prospectus as completed by the final terms in relation thereto to the public in the United Kingdom except that it may make an offer of such Certificates to the public in the United Kingdom:

- (A) at any time to any legal entity which is a qualified investor as defined in Article 2 of the UK Prospectus Regulation;
- (B) at any time to fewer than 150 natural or legal persons (other than qualified investors as defined in Article 2 of the UK Prospectus Regulation) in the United Kingdom subject to obtaining the prior consent of the relevant Dealer or Dealers nominated by the Issuer for any such offer; or
- (C) at any time in any other circumstances falling within section 86 of the FSMA,

provided that no such offer of Certificates referred to in (A) to (C) above shall require the Issuer or the Dealer to publish a prospectus pursuant to section 85 of the FSMA or supplement a prospectus pursuant to Article 23 of the UK Prospectus Regulation.

4.13.2.2 Prohibition of sales to UK Non Retail Investors

If the Final Terms in respect of any Certificates specifies “Prohibition of Sales to UK Non Retail Investors” as “Applicable”, the Dealer has represented and agreed that it has not made and will not make an offer of Certificates which are the subject of the offering contemplated by the Base Prospectus as completed by the applicable Final Terms in relation thereto to the public in the United Kingdom except that it may make an offer of such Certificates in the United Kingdom to Retail Investors only in the following circumstances :

- (a) at any time to fewer than 150, natural or legal persons (other than qualified investors as defined in the Prospectus Regulation) subject to obtaining the prior consent of the relevant Dealer or Dealers nominated by the Issuer for any such offer; or
- (b) at any time in any other circumstances falling within Article 1(4) (except (a)) of the UK Prospectus Regulation,

provided that no such offer of Certificates referred to in (a) and (b) above shall require the Issuer or the Dealer to

publish a prospectus pursuant to Article 3 of the Prospectus Regulation or supplement a prospectus pursuant to Article 23 of the Prospectus Regulation.

For the purposes of this provision:

- (a) the expression **retail investor** means a person who is one (or more) of the following:
 - (i) a retail client, as defined in point (8) of Article 2 of Regulation (EU) No 2017/565 as it forms part of domestic law by virtue of the European Union (Withdrawal) Act 2018 (**EUWA**); or
 - (ii) a customer within the meaning of the provisions of the FSMA and any rules or regulations made under the Financial Services and Markets Act 2000, as amended (the **FSMA**) to implement Directive (EU) 2016/97, where that customer would not qualify as a professional client, as defined in point (8) of Article 2(1) of Regulation (EU) No 600/2014 as it forms part of domestic law by virtue of the EUWA; or
 - (iii) not a qualified investor as defined in Article 2 of the UK Prospectus Regulation; and
- (b) the expression **an offer** includes the communication in any form and by any means of sufficient information on the terms of the offer and the Certificates to be offered so as to enable an investor to decide to purchase or subscribe for the Certificates.
- (c) the expression **an offer of Certificates to the public** in relation to any Certificates means the communication in any form and by any means of sufficient information on the terms of the offer and the Certificates to be offered so as to enable an investor to decide to purchase or subscribe for the Certificates; and
- (d) the expression **UK Prospectus Regulation** means Regulation (EU) 2017/1129 as it forms part of domestic law by virtue of the EUWA.

4.13.2.3 Other regulatory restrictions

The Dealer has represented and agreed that:

- (a) in relation to any Certificates in, from or otherwise involving the United Kingdom and which have a maturity of less than one year, (i) 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 (ii) it has not offered or sold and will not offer or sell any Certificates 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 Certificates would otherwise constitute a contravention of Section 19 of the FSMA by the Issuer;
- (b) it has only communicated or caused to be communicated and will only communicate or cause to be communicated an invitation or inducement to engage in investment activity (within the meaning of Section 21 of the FSMA) received by it in connection with the issue or sale of any Certificates in circumstances in which Section 21(1) of the FSMA does not apply to the Issuer; and
- (c) it has complied and will comply with all applicable provisions of the FSMA with respect to anything done by it in relation to any Certificates in, from or otherwise involving the United Kingdom.

4.13.3 The Russian Federation

The Dealer has represented, warranted and agreed that:

- it will not sell the Certificates to any Russian or Belarussian national or any natural person residing in Russia or Belarus, or any legal person, entity or body established in Russia or Belarus, where such sale is prohibited by any Sanctions including without limitation, pursuant to the Council Regulation (EU) No 833/2014, the Council (EC) No 765/2006 and the Council Regulation (EU) No 269/2014, each such regulation, as amended and implemented; and
- no proceeds from the Certificates issued will be used, directly or indirectly for any purposes forbidden by any Sanctions including without limitation, the Council Regulation (EU) 833/2014, the Council Regulation (EU) 208/2014, the Council Regulation (EC) No 765/2006 and the Council Regulation (EU) No 269/2014, each such regulation, as amended and implemented.

4.14. Taxation

Potential purchasers and sellers of the Certificates should be aware that they may be required to pay taxes or documentary charges or duties in accordance with the laws and practices of the jurisdiction where the Certificates 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 Certificates. The tax legislation of the investor's Member State and of the Issuer's country of incorporation may have an impact on the income received from the securities. Prospective investors are advised to ask for their own tax adviser's advice on their individual taxation with respect to the acquisition, holding, disposal and redemption in respect of Certificates. Only such adviser is in a position to duly consider the specific situation of the prospective investor.

If a withholding or deduction is required by the tax jurisdiction and if the applicable Final Terms specify that the Gross-up provision is not applicable, the Issuer will not be required to pay such additional amounts. In this case, neither the Issuer nor any paying agent nor any other person will be required to pay additional amounts to cover the amounts so withheld or deducted. Consequently, investors will receive such payments net of such withholding tax. In such case, investors should note that they will take the risk of any applicable withholding tax and each Noteholder shall be responsible for supplying or filing (as applicable) in a timely manner any documentary evidence or forms as the investor may be entitled to and as may be required in order to obtain relief or reduction of taxes imposed by way of withholding or deduction on payments under the Certificates.

In addition, neither the Issuer nor any paying agent nor any other person will be required to pay additional amounts to cover any amounts withheld or deducted on account of any United States withholding taxes, including taxes under FATCA and Section 871(m) of the U.S. Internal Revenue Code of 1986. Consequently, investors will receive payments net of any applicable United States withholding taxes.

4.15. Determination of the Final Exercise Amount and the Optional Termination Amount; determination of the Underlying Level

4.15.1 Determination of the Final Exercise Amount and the Optional Termination Amount

The Certificates, other than the Open-ended Certificates, unless early terminated for any reasons, are automatically exercised at the Final Exercise Date giving right to the payment of the Final Exercise Amount determined as the performance of the Underlying on the Final Valuation Date net of the applicable fees (distribution fee and/or advisory fees and/or structuring fee) calculated on the Final Valuation Date.

The Final Exercise Amount shall be calculated in accordance with the following formula, in respect of each security:

Final Exercise Amount = Specified Denomination x Performance (T) x Hedging Fee Factor (T)

As all such terms are defined in Section "Definitions" of this Security Note.

In case of Callable Certificates that are terminated at the option of the Issuer or Puttable Certificates that are terminated at the option of the Certificateholders, the Certificates are giving right to the payment of the Optional Termination Amount determined as the performance of the Underlying on the applicable Optional Termination Valuation Date, net of the applicable fees (distribution fee and/or advisory fees and/or structuring fee) calculated on such Optional Termination Valuation Date.

The Optional Termination Amount shall be calculated in accordance with the following formula, in respect of each security:

Optional Termination Amount = Specified Denomination x Performance (T) x Hedging Fee Factor (T)

As all such terms are defined in Section “Definitions” of this Security Note.

The investment in the Certificates generates a positive return if the Final Exercise Amount or the Optional Termination Amount is higher than the Issue Price or the price at which the Certificateholder purchased the Certificates, if different from the Issue Price.

4.15.2 Determination of the Underlying Level

For the purposes of the determination of the Underlying Levels, the following specific definitions shall apply. Any terms reported in capital letters not defined in the next paragraph, shall have the meaning ascribed to it in Section “Definitions” of this Security Note.

4.15.2.1 Definitions

ACT(t-1,t) means, in respect of Calculation Date (t), the number of calendar days between the Calculation Date (t-1) (included) and Calculation Date (t) (excluded), or such other period as specified in the applicable Final Terms.

DistRate(k,t) means in respect of Calculation Date (t) and Component (k) a rate which is determined in accordance with the provisions of the applicable Final Terms or if no such rate is specified therein, (i) if $Q(k,t-1)$ is a positive number, a rate determined by the Calculation Agent (or the Index Calculation Agent, for any SGI Advised Index) as the percentage of $UnderlyingDist(k,t)$ that would be received by a hypothetical investor located in Luxembourg, net of any withholding tax, before application of any tax credit and assuming that such hypothetical investor does not benefit from double taxation treaties and (ii) if $Q(k,t-1)$ is a negative number, 100%.

FXHedgeInd(k) means, for each Component (k):

- (i) if FX Hedge is specified as being applicable in the applicable Final Terms and if Component Currency is different from Underlying Currency: 1;
- (ii) if FX Hedge is not specified or is specified as being not applicable in the applicable Final Terms: 0

FXRatio(k,t) means for each Calculation Date (t) and each Component (k) the FX-hedge ratio applicable if relevant when FX Hedge is specified as applicable in the applicable Final Terms and if Component Currency is different from Underlying Currency. If Dynamic Fx-hedge is not specified or is specified as not applicable in the applicable Final Terms then $FXRatio(k,t)$ is set to 1.

GearingInfLong means a minimum gearing percentage applicable to the long exposure of the Underlying, if relevant, as specified in the applicable Final Terms.

GearingInfShort means a minimum gearing percentage applicable to the short exposure of the Underlying, if relevant, as specified in the applicable Final Terms.

GearingSupLong means a maximum gearing percentage applicable to the long exposure of the Underlying, if relevant, as specified in the applicable Final Terms.

GearingSupShort means a maximum gearing percentage applicable to the short exposure of the Underlying, if relevant, as specified in the applicable Final Terms.

GrossGearingSup means a maximum gearing percentage applicable to the sum of the long exposure and the short exposure of the Underlying, if relevant, as specified in the applicable Final Terms.

Gross Ordinary Distribution means:

(i) in respect of a Component which is an Underlying Index, the sum of distributions (including dividends and coupons), expressed in index points, paid in cash by the components of the Underlying Index which give rise neither to any adjustment at the level of such Underlying Index nor to any other adjustment according to these Terms and Conditions, in each case multiplied by their relevant quantity in the Underlying Index and converted into the Component Currency (k) using the currency exchange rate as published by the UnderlyingFXSource as of the UnderlyingFXSourceFixingTime.

(ii) In respect of a Component which is a Single Equity, any distribution which is an ordinary cash dividend (or distribution with similar characteristics) and which does not give rise to any other adjustment according to these Terms and Conditions, converted into the Component Currency (k) using the currency exchange rate as published by the UnderlyingFXSource as of the UnderlyingFXSourceFixingTime.

(iii) In respect of a Component which is a Single Debt, any distribution which is a coupon (or distribution with similar characteristics) and which does not give rise to any other adjustment according to these Terms and Conditions, converted into the Component Currency (k) using the currency exchange rate as published by the UnderlyingFXSource as of the UnderlyingFXSourceFixingTime.

(iv) In respect of a Component which is a Single Derivatives, any distribution which does not give rise to any other adjustment according to these Terms and Conditions, converted into the Component Currency (k) using the currency exchange rate as published by the UnderlyingFXSource as of the UnderlyingFXSourceFixingTime provided that such distribution does not include any payment due under the Derivatives Instrument on scheduled termination thereof or as a result of the amortisation of the notional amount of such Derivatives Instrument.

Any Gross Ordinary Distribution shall be determined by the Calculation Agent (or the Index Calculation Agent, for any SGI Advised Index) before the withholding or deduction of any taxes at the source by or on behalf of any applicable authority having power to tax in respect of such a Gross Ordinary Distribution, and shall exclude any imputation or other credits, refunds or deductions granted by any applicable authority having power to tax in respect of such Gross Ordinary Distribution and any taxes, credits, refunds or benefits imposed, withheld, assessed or levied thereon.

Hypothetical Investor means a hypothetical institutional investor not resident in (a) the applicable Relevant Jurisdiction, Local Jurisdiction and/or the Tax Residence Jurisdiction for the purposes of the tax laws and regulations of the Relevant Jurisdiction, Local Jurisdiction and/or the Tax Residence Jurisdiction, as applicable; or (b) a jurisdiction where any refund, credit or any other benefit, exemption or reduction in relation to any Local Taxes may arise under an applicable tax treaty or any relevant laws or arrangements.

Hypothetical Replicating Party means a hypothetical party taking positions in the Components for the purposes of replicating the performance of the Underlying.

InitialWeight(k) means the initial weight of Component(k) as of Calculation Date(0), as specified in the applicable Final Terms.

Lag means a positive number, as specified in the applicable Final Terms, or if no such number is specified therein, one (1).

Local Jurisdiction means, if relevant, the jurisdiction in which the relevant Exchange is located.

Local Taxes means, in respect of one or several Component(s), taxes, duties and similar charges (in each case, including interest and penalties thereon) imposed by the taxing authority in any jurisdiction, that would be

withheld from or paid or otherwise incurred by a Hypothetical Investor in connection with any Hedge Positions, excluding any corporate income taxes levied on the overall net income of the Hypothetical Investor.

NPC(t) means in respect of Calculation Date (t), the number of distinct Component (k) within the Underlying.

PRC means, in respect of Shares traded through the China Connect Services, the People's Republic of China (excluding Hong Kong, Macau and Taiwan).

Q(k,0) means the number of unit of Component (k) as of Calculation Date (0), as specified in the applicable Final Terms or, if not specified, the number of unit of Component (k) on the Calculation Date (0) as determined in accordance with Paragraph 4.15.

Q(k,t) means the number of units of Component (k) on Calculation Date (t) as determined in accordance with Paragraph 4.15.

RateLong(k,t) means in respect of Calculation Date (t), the level of the relevant rate which corresponds to a long cash position in the Component Currency (k) as of such Calculation Date, as specified in the applicable Final Terms or if no such rate is specified therein, zero (0). Unless the level of RateLong(k,t) is specified as *fixed* in the applicable Final Terms, on each Calculation Date, the value of such rate may be amended by the Calculation Agent (or the Index Calculation Agent, for any SGI Advised Index) in order to reflect the cost or gain that would be incurred by the Issuer (or any of its affiliates) if it were to (i) lend/borrow hedging instruments in respect of the Certificates and/or (ii) reflect a hypothetical remuneration/borrowing rate in respect of a cash holding in the Certificates.

RateShort(k,t) means in respect of Calculation Date (t), the level of the relevant rate which corresponds to a short cash position in the Component Currency (k) as of such Calculation Date, as specified in the applicable Final Terms or if no such rate is specified therein, zero (0). Unless *fixed* is specified next to the level of RateShort(k,t) in the applicable Final Terms, on each Calculation Date, the value of such rate may be amended by the Calculation Agent (or the Index Calculation Agent, for any SGI Advised Index), upon prior notice to the Certificateholders in order to replicate the cost or gain that would be incurred by the Issuer (or any of its affiliates) if it were to (i) lend/borrow hedging instruments in respect of the Certificates and/or (ii) reflect a hypothetical remuneration/borrowing rate in respect of a cash holding in the Certificates.

RateLong(t) means in respect of Calculation Date (t), the level of the relevant rate which corresponds to a long cash position in the Underlying Currency as of such Calculation Date, as specified in the applicable Final Terms or if no such rate is specified therein, zero(0). Unless the level of RateLong(t) is specified as *fixed* in the applicable Final Terms, on each Calculation Date, the value of such rate may be amended by the Calculation Agent (or the Index Calculation Agent, for any SGI Advised Index) in order to reflect the cost or gain that would be incurred by the Issuer (or any of its affiliates) if it were to (i) lend/borrow hedging instruments in respect of the Certificates and/or (ii) reflect a hypothetical remuneration/borrowing rate in respect of a cash holding in the Certificates.

RateShort(t) means in respect of Calculation Date (t), the level of the relevant rate which corresponds to a short cash position in the Underlying Currency as of such Calculation Date, as specified in the applicable Final Terms or if no such rate is specified therein, zero (0). Unless the level of RateShort(t) is specified as *fixed* in the applicable Final Terms, on each Calculation Date, the value of such rate may be amended by the Calculation Agent (or the Index Calculation Agent, for any SGI Advised Index) in order to reflect the cost or gain that would be incurred by the Issuer (or any of its affiliates) if it were to (i) lend/borrow hedging instruments in respect of the Certificates and/or (ii) reflect a hypothetical remuneration/borrowing rate in respect of a cash holding in the Certificates.

Relevant Jurisdiction means, in respect of a Component, the relevant authorities in the jurisdiction of incorporation or organisation of the issuer (if any) of (1) such Component or (2) the Component(s) underlying such Underlying Index.

RepoRate(k,t) means in respect of Calculation Date (t) and Component (k) a rate which is determined as follows:

- (i) If $Q(k,t)$ is a positive number: $\text{RepoRate}(k,t) = \text{RepoRateLong}(k,t)$; and
- (ii) If $Q(k,t)$ is a negative number: $\text{RepoRate}(k,t) = \text{RepoRateShort}(k,t)$.

RepoRateLong(k,t) means in respect of Calculation Date (t) and Component (k), the rate specified in the applicable Final Terms or if no such rate is specified therein, zero (0).

RepoRateShort(k,t) means in respect of Calculation Date (t) and Component (k), the rate specified in the applicable Final Terms or if no such rate is specified therein, zero (0).

Restriking Date means each Valuation Date specified as such in the applicable Final Terms.

S(k,0) means the level of Component (k) as of Calculation Date (0), as specified in the applicable Final Terms or, if no such level is specified, the Reference Price of Component (k) on the Calculation Date (0).

S(k,t) means the Reference Price of Component (k) on the Calculation Date (t).

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.

For Shares traded through the China Connect Services, the following definition of Scheduled Closing Time applies: Scheduled Calculation Date means the scheduled computation dates of the Underlying Level, as specified in the applicable Final Terms.

Scheduled Trading Day means:

- (i) in respect of a Component that is not an Underlying Index, any day on which each Exchange and each Related Exchange for such Component are scheduled to be open for trading for their respective regular trading sessions;
- (ii) in respect of an Underlying Index, any day on which each Exchange and each Related Exchange of such Underlying Index are scheduled to be open for trading for their respective regular trading sessions and the index sponsor of the Underlying Index is scheduled to publish the level of such Underlying Index; and
- (iii) in respect of a Share traded through the China Connect Services, any day on which (i) each Exchange and each Related Exchange, if any, are scheduled to be open for trading for their respective regular trading session and (ii) the China Connect Service is scheduled to be open for order-routing for its regular order-routing sessions.

TargetGearingLong(t) means:

In respect of Calculation Date t, a target gearing percentage applicable to the long exposure of the Underlying, as communicated by the Advisor in accordance with Paragraph 4.16.

For the avoidance of doubt, $\text{TargetGearingLong}(t)$ shall always be comprised between GearingInfLong (excluded) and GearingSupLong (excluded), and the sum of $\text{TargetGearingLong}(t)$ and $\text{TargetGearingShort}(t)$ shall be less than GrossGearingSup if such percentages are specified in the applicable Final Terms.

TargetGearingShort(t) means:

In respect of Calculation Date t , a target gearing percentage applicable to the short exposure of the Underlying, as communicated by the Advisor in accordance with Paragraph 4.16.

For the avoidance of doubt, $\text{TargetGearingShort}(t)$ shall always be comprised between GearingInfShort (excluded) and GearingSupShort (excluded), and the sum of $\text{TargetGearingLong}(t)$ and $\text{TargetGearingShort}(t)$ shall be less than GrossGearingSup if such percentages are specified in the applicable Final Terms.

Tax Residence Jurisdiction means, in respect of a Component, the Local Jurisdiction or any jurisdiction of tax residence of the issuer (if any) and in respect of an Underlying Index, the Local Jurisdiction or any jurisdiction of tax residence of the issuer (if any) of the financial instrument(s) underlying such Underlying Index.

TimeBasis means the time basis specified in the applicable Final Terms or if no such time basis is specified therein: (i) 365 if the Underlying Currency is set to GBP and (ii) 360 in any other case.

ExecCostRateIn (k,t) means in respect of Calculation Date (t) and Component (k) an execution cost rate which is set out in the applicable Final Terms, as specified in the applicable Final Terms, to reflect the cost that would be incurred by the Issuer (or any of its affiliates) if it were to buy hedging instruments in respect of the Certificates.

ExecCostRateOut (k,t) means in respect of Calculation Date (t) and Component (k) an execution cost rate which is set out in the applicable Final Terms, as specified in the applicable Final Terms, to reflect the cost that would be incurred by the Issuer (or any of its affiliates) if it were to sell hedging instruments in respect of the Certificates.

ExecAddOnRate (k,t) means in respect of Calculation Date (t) and Component (k) a transaction cost rate which is set out in the applicable Final Terms, or 0 (zero) if not specified in the applicable Final Terms.

GL means the level of the Underlying denominated in the Underlying Currency without including the Performance Fees.

Target Exposure Implementation Date means the day on which a Target Exposure Modification Proposal is deemed to be effective, as set out in the applicable Final Terms.

Target Exposure Modification Proposal means a modification proposed by the Advisor in accordance with Paragraph 4.16.

Theoretical Communication Deadline means a deadline as set out in the applicable Final Terms.

Total Number of Components over two Consecutive Days or $\text{TNPC}(t-1,t)$ means in respect of the Calculation Dates (t) and ($t-1$), the cumulative number of different Components comprising the Underlying as of such Calculation Dates (t) and ($t-1$).

Underlying Cash Component Level (“PCCL(t)”) means in respect of Calculation Date (t), the level of the cash component in the Underlying.

Underlying Component Currency (k) means the denomination currency of Component (k), as specified in the applicable Final Terms.

UnderlyingDist(k,t) means in respect of Calculation Date (t) and Component (k) the sum of all Gross Ordinary Distributions with an ex date which is between Calculation Date (t-1) (excluded) and Calculation Date (t) (included).

UnderlyingFX(k,t) means, for each Calculation Date (t) and each Component (k):

()
f Quanto Option is not specified or is specified as being not applicable in the applicable Final Terms: the currency exchange rate used to convert the currency of S(k,t) into the Underlying Currency as of the UnderlyingFXSourceFixingTime (as specified in the applicable Final Terms) of the Calculation Date (t), as published by the UnderlyingFXSource or any successor thereto. If no such currency exchange rate is available at the UnderlyingFXSourceFixingTime (as specified in the applicable Final Terms) of the Calculation Date (t), the Calculation Agent shall determine such rate in respect of the Calculation Date (t); and

() If Quanto Option is specified as being applicable in the applicable Final Terms: 1.

UnderlyingFXSource means a foreign exchange rate source as specified in the applicable Final Terms or if no such source is specified therein, the WM Company or any successor thereto.

UnderlyingFXSourceFixingTime means a time used to determine foreign exchange rates as specified in the applicable Final Terms or if no such time is specified therein, 4:00 PM London time (or any successor time as of which the Underlying FX Source publishes its closing foreign exchange rate).

Underlying Publication Website means a website specified in the applicable Final Terms, where the Calculation Agent will publish (i) the composition of the Underlying and (ii) details relating to each Modification Proposal, as further detailed in Paragraph 4.16.

4.15.2.2 Underlying Level

The Underlying Level (PL(t)) is, in respect of any Calculation Date (t), determined by the Calculation Agent, subject to the occurrence or existence of a Underlying Disruption Event, in accordance with the following formula:

$$PL(t) = PL(t-1) + Perf(t-1,t) + Fin(t-1,t) - TC(t-1,t)$$

Where:

- **PL(t-1)** corresponds to the Underlying Level determined by the Calculation Agent (or the Index Calculation Agent for any SGI Advised Index) (subject to the occurrence or existence of an Underlying Disruption Event) in the previous Calculation Date (t-1). The initial level of the Underlying as of Calculation Date (0), PL(0), is specified in the applicable Final Terms or, if no such level is specified, is equal to the Specified Denomination.
- **Perf(t-1,t)** corresponds to the performance component of the Components (plus any cash bucket) between Calculation Date (t-1) and Calculation Date (t) as determined by the Calculation Agent (or the Index Calculation Agent for any SGI Advised Index) in accordance with the formula detailed in paragraph 4.15.2.3.
- **Fin(t-1,t)** corresponds to the financing costs component of the Components between Calculation Date (t-

1) and Calculation Date (t) as determined by the Calculation Agent (or the Index Calculation Agent for any SGI Advised Index) in accordance with the formula detailed in paragraph 4.15.2.4.

- **TC(t-1,t)** corresponds to the transaction costs component of the Components between Calculation Date (t-1) and Calculation Date (t) as determined by the Calculation Agent (or the Index Calculation Agent for any SGI Advised Index) in accordance with the formula detailed in paragraph 4.15.2.5.

4.15.2.3 Performance

The performance component is determined by the Calculation Agent (or the Index Calculation Agent for any SGI Advised Index) in accordance with the following formula:

$$\text{Perf}(t-1,t) = \text{Perf_Component}(t-1,t) - \text{Perf_FX}(t-1,t) + \text{DivBucket}(t)$$

Where:

- **Perf_Component(t-1,t)** corresponds to the performance component of the Components between Calculation Date (t-1) and Calculation Date (t), each converted in the Underlying Currency (unless Quanto Option is specified as being applicable in the applicable Final Terms) and taking into account any cash-flow reinvestment derived from the Components, as determined by the Calculation Agent (or the Index Calculation Agent for any SGI Advised Index) in accordance with the following formula:

$$\text{Perf_Component}(t-1,t) = \text{Sum}(k \text{ from } 1 \text{ to } \text{NPC}(t-1)) (Q(k,t-1) \times (\text{AdjustmentFactor}(k,t) \times \text{UnderlyingFX}(k,t) \times S(k,t) - \text{UnderlyingFX}(k,t-1) \times S(k,t-1) \times (1 - \text{RepoRate}(k,t-1) \times \text{Act}(t-1,t) / \text{TimeBasis})))$$

Where:

AdjustmentFactor(k,t) corresponds to the adjustment factor for any cashflow reinvestment derived on each Calculation Date (t) and in respect of each Component (k) in accordance with the following formula:

If Reinvestment Method is set to Individual Components or if no Reinvestment Method is specified in the applicable Final Terms:

$$\text{AdjustmentFactor}(k,t) = 1 + (\text{DistRate}(k,t) \times \text{UnderlyingDist}(k,t)) / (S(k,t-1) - \text{UnderlyingDist}(k,t))$$

If Reinvestment Method is set to Underlying in the applicable Final Terms:

$$\text{AdjustmentFactor}(k,t) = 1 + (\text{Sum}(j \text{ from } 1 \text{ to } \text{NPC}(t-1)) (0.5 \times (\text{Abs}(Q(j,t-1)) + \text{Sign}(Q(j,t-1)) \times Q(j,t-1)) \times \text{UnderlyingFX}(j,t-1) \times \text{DistRate}(j,t) \times \text{UnderlyingDist}(j,t))) / (\text{Sum}(j \text{ from } 1 \text{ to } \text{NPC}(t-1)) (0.5 \times (\text{Abs}(Q(j,t-1)) + \text{Sign}(Q(j,t-1)) \times Q(j,t-1)) \times \text{UnderlyingFX}(j,t-1) \times S(j,t-1)))$$

If Reinvestment Method is set to Cash Bucket in the applicable Final Terms:

$$\text{AdjustmentFactor}(k,t) = 1$$

- **Perf_FX(t-1,t)** corresponds to the FX-hedge component of the performance of each Component between Calculation Date (t-1) and Calculation Date (t), taking into account any individual FX-hedge ratio if applicable, as determined by the Calculation Agent (or the Index Calculation Agent for any SGI Advised Index) in accordance with the following formula:

$$\text{Perf_FX}(t-1,t) = \text{Sum}(k \text{ from } 1 \text{ to } \text{NPC}(t-1)) (\text{FXRatio}(k, t-1) \times \text{FXHedgeInd}(k) \times Q(k,t-1) \times \text{UnderlyingFX}(k,t-1) \times S(k,t-1) \times (\text{UnderlyingFX}(k,t) / \text{UnderlyingFX}(k,t-1) - 1))$$

Provided that if FX Hedge is not specified or is specified as being not applicable in the applicable Final Terms, Perf_FX(t-1,t) will be equal to zero.

- **DivBucket(t)** corresponds to any cashflow derived from the Components that is not reinvested, as determined on each Calculation Date (t) by the Calculation Agent (or the Index Calculation Agent for any SGI Advised Index) in accordance with the following formula:

If Reinvestment Method is set to Cash Bucket in the applicable Final Terms:

$$\text{DivBucket}(t) = \text{Sum}(k \text{ from } 1 \text{ to } \text{NPC}(t-1)) (\text{DistRate}(k,t) \times \text{UnderlyingDist}(k,t) \times Q(k,t-1) \times \text{UnderlyingFX}(k,t-1))$$

If Reinvestment Method is set to Individual Components or Underlying or if no Reinvestment Method is specified in the applicable Final Terms:

$$\text{DivBucket}(t) = 0$$

4.15.2.4 Financing Cost

The financing cost component is determined by the Calculation Agent (or the Index Calculation Agent for any SGI Advised Index) in accordance with the following formula:

If Excess Return is not specified or is specified as not applicable in the applicable Final Terms the financing cost component will be computed as the difference between the interest rates return at underlying level and the financing cost of funded components at individual Component level and FX-strategy level, as determined by the Calculation Agent between Calculation Date (t-1) and Calculation Date (t) in accordance with the following formula:

$$\text{Fin}(t-1,t) = \text{PL}(t-1) \times \text{ERate}(t-1) \times \text{ACT}(t-1,t) / \text{TimeBasis} - \text{Fin_Underlying}(t-1,t) - \text{Fin_ForexStrat}(t-1,t)$$

Only if Excess Return is specified as applicable in the applicable Final Terms, the financing cost component will not take into account the rates return at underlying level and will solely consider the financing cost of funded components at individual Component level and FX-strategy level, as determined by the Calculation Agent between Calculation Date (t-1) and Calculation Date (t) in accordance with the following formula:

$$\text{Fin}(t-1,t) = - \text{Fin_Underlying}(t-1,t) - \text{Fin_ForexStrat}(t-1,t)$$

In each case, where:

- **Fin_Underlying(t-1,t)** corresponds to the financing cost of funded components at individual Component level as determined by the Calculation Agent between Calculation Date (t-1) and Calculation Date (t) in accordance with the following formula:

$$\text{Fin_Underlying}(t-1,t) = \text{Sum}(k \text{ from } 1 \text{ to } \text{NPC}(t-1)) (Q(k,t-1) \times \text{UnderlyingFX}(k,t-1) \times S(k,t-1) \times \text{IsFunded}(k) \times \text{ERate}(k,t-1) \times \text{Act}(t-1,t) / \text{TimeBasis})$$

- **Fin_ForexStrat(t-1,t)** corresponds to the financing cost of funded components at the FX-strategy level as determined by the Calculation Agent between Calculation Date (t-1) and Calculation Date (t) in accordance with the following formula:

$$\text{Fin_ForexStrat}(t-1,t) = \text{Sum}(k \text{ from } 1 \text{ to } \text{NPC}(t-1)) (\text{FXRatio}(k,t-1) \times \text{FXHedgeInd}(k) \times Q(k,t-1) \times \text{UnderlyingFX}(k,t-1) \times S(k,t-1) \times (\text{IsFunded}(k) \times \text{Rate}(k,t-1) \times \text{Act}(t-1,t) / \text{TimeBasis} - \text{IsFunded}(k) \times \text{Erate}(k,t-1) \times \text{Act}(t-1,t) / \text{TimeBasis}))$$

And where:

- **IsFunded(k)** corresponds to an indicator of whether Component (k) is a funded component as specified in the applicable Final Terms;

if Unfunded Component is specified in the applicable Final Terms, then **IsFunded(k) = 0**

If Unfunded Component is not specified or is specified as not applicable in the applicable Final Terms, then **IsFunded(k) = 1**

- **ERate(t-1)** and each **ERate(k,t-1)** correspond to the applicable interest rates of a cash position in the Underlying Currency, either long or short at underlying level and at each individual Component (k) level respectively and are determined by the Calculation Agent in accordance with the following formula on each Calculation Date (t-1) and in respect of each Component (k):

If Excess Return is not specified or is specified as not applicable in the applicable Final Terms:

If Underlying Ccy Cash Positions Netting is not specified or is specified as not applicable in the Final Terms:

$ERate(t-1) = RateLong(t-1)$

If $Q(k,t-1) \geq 0$ then:

$ERate(k,t-1) = RateLong(t-1)$

If $Q(k,t-1) < 0$ then:

$ERate(k,t-1) = RateShort(t-1)$

Only if Underlying Ccy Cash Positions Netting is specified as applicable in the applicable Final Terms:

If $PL(t-1) - \text{Sum}(k \text{ from } 1 \text{ to } NPC(t-1)) ((FXRatio(k, t-1)) \times (1 - FXHedgeInd(k)) \times IsFunded(k) \times Q(k,t-1) \times UnderlyingFX(k,t-1) \times S(k,t-1)) \geq 0$
then:

$ERate(t-1) = RateLong(t-1)$ and

$ERate(k, t-1) = RateLong(t-1)$

Else:

$ERate(t-1) = RateShort(t-1)$ and

$ERate(k, t-1) = RateShort(t-1)$

Only if Excess Return is specified as applicable in the applicable Final Terms, $ERate(t-1)$ is not relevant

If $Q(k,t-1) \geq 0$ then

$ERate(k,t-1) = RateLong(t-1)$

If $Q(k,t-1) < 0$ then

$ERate(k,t-1) = RateShort(t-1)$

- Each **Rate(k,t-1)** correspond to the applicable interest rates of a cash position in each Component Currency (k), either long or short, and are determined by the Calculation Agent in accordance with the following formula on each Calculation Date (t-1) and in respect of each Component (k):

If $Q(k,t-1) \geq 0$ then
 $Rate(k,t-1) = RateShort(k,t-1)$
 If $Q(k,t-1) < 0$ then
 $Rate(k,t-1) = RateLong(k,t-1)$

4.15.2.5 Transaction Cost

The transaction cost component is determined by the Calculation Agent or the Index Calculation Agent in accordance with the following formula:

$TC(t-1,t) = \text{Sum}(k \text{ from } 1 \text{ to } TNPC(t-1,t)) (Abs(Q(k,t) - Q(k,t-1) \times AdjustmentFactor(k,t)) \times S(k,t) \times PortfolioFX(k,t) \times TCR(k,t))$

Where:

TCR(k,t) means in respect of Calculation Date (t) and Component (k) the transaction cost of such Component (k), as specified in the applicable Final Terms or, if no such level is specified, the transaction cost is determined in accordance with the following formula:

$TCR(k,t) = ExecCostRate(k,t) + ExecAddOnRate(k,t)$

Where ExecCostRate(k,t) is determined in respect of Calculation Date (t) and Component (k) in accordance with the following:

If $Q(k,t) \geq Q(k,t-1) \times AdjustmentFactor(k,t)$ then $ExecCostRate(k,t) = ExecCostRateIn(k,t)$

If $Q(k,t) < Q(k,t-1) \times AdjustmentFactor(k,t)$ then $ExecCostRate(k,t) = ExecCostRateOut(k,t)$

4.15.2.6 Computation of the quantities $Q(k,t)$

For each Calculation Date (t) and Component (k), and subject to any adjustment determined by the Calculation Agent (or the Index Calculation Agent) pursuant to an Underlying Extraordinary Event or a Underlying Disruption Event $Q(k,t)$ shall be determined by the Calculation Agent (or the Index Calculation Agent) in accordance with the following formulae:

If there is no Modification Proposal with a Rebalancing Date on Calculation Date (t)

If Weight Reset is specified as applicable in the applicable Final Terms and Calculation

Date is a Weight Reset Date:

$Q(k,t) = PL(t-1) \times InitialWeight(k) / (S(k,t-1) \times UnderlyingFX(k,t-1))$

Otherwise

$Q(k,t) = Q(k,t-1) \times AdjustmentFactor(k,t) \times ReweightFactor(k,t)$

Where:

unless specified otherwise in the applicable Final Terms:

$Q(k,0) = PL(0) \times InitialWeight(k) / (S(k,0) \times UnderlyingFX(k,0))$

ReweightFactor(k,t) corresponds to the applicable reweight factor, either for a long or short exposure to Component (k), that might differ from 1 to adjust for any gearing exposure that might be verified outside the gearing boundaries and is determined on each Calculation Date (t) and in respect of each Component (k) according to the following formula:

If $Q(k,t-1) \geq 0$ then

$ReweightFactor(k,t) = ReweightFactorLong(t)$

If $Q(k,t-1) < 0$ then

$ReweightFactor(k,t) = ReweightFactorShort(t)$

Where:

ReweightFactorLong(t) is determined as follows on each Calculation Date (t):

If:

$EffectiveGearingLong(t-Lag) > GearingSupLong$

Or if:

$EffectiveGearingLong(t-Lag) < GearingInfLong$

Or if:

t is a Restriking Date

Or if:

Simultaneous Long and Short Restrikes is specified as

Applicable in the applicable Final Terms And:

Either:

$EffectiveGearingShort(t-Lag) > GearingSupShort$

Or:

$EffectiveGearingShort(t-Lag) < GearingInfShort$

Or:

$EffectiveGearingLong(t-Lag) \quad \quad \quad +$

$EffectiveGearingShort(t-Lag) > GrossGearingSup$

Then:

$ReweightFactorLong(t) = TargetGearingLong(t) \times 2 \times (PL(t-1) + Perf(t-1,t) + Fin(t-1,t)) / (Sum(k \text{ from } 1 \text{ to } NPC(t-1)) ((Abs(Q(k,t-1)) + Q(k,t-1)) \times AdjustmentFactor(k,t) \times S(k,t) \times UnderlyingFX(k,t))$

Else:

ReweightFactorLong(t)=1

For the avoidance of doubt, if neither GearingInfLong nor GearingSupLong nor Simultaneous Long and Short Restrikes is specified in the applicable Final Terms, then ReweightFactorLong(t) shall always be set to 1.

ReweightFactorShort(t) is determined as

follows on each Calculation Date (t): If:

EffectiveGearingShort(t-Lag) > GearingSupShort

Or if:

EffectiveGearingShort(t-Lag) < GearingInfShort

Or if:

t is a Restriking Date

Or if:

Simultaneous Long and Short Restrikes is specified as

Applicable in the applicable Final Terms And:

Either:

EffectiveGearingLong(t-Lag) > GearingSupLong

Or:

EffectiveGearingLong(t-Lag) < GearingInfLong

Or:

EffectiveGearingLong(t-Lag) +

EffectiveGearingShort(t-Lag) > GrossGearingSup

Then:

$$\text{ReweightFactorShort}(t) = \text{TargetGearingShort}(t) \times 2 \times (\text{PL}(t-1) + \text{Perf}(t-1,t) + \text{Fin}(t-1,t)) / (\text{Sum}(k \text{ from } 1 \text{ to } \text{NPC}(t-1)) ((\text{Abs}(Q(k,t-1)) - Q(k,t-1)) \times \text{AdjustmentFactor}(k,t) \times S(k,t) \times \text{UnderlyingFX}(k,t)))$$

Else:

ReweightFactorShort(t)=1

For the avoidance of doubt, if neither GearingInfShort nor GearingSupShort nor Simultaneous

Long and Short Restrikes is specified in the applicable Final Terms, then ReweightFactorShort(t) shall always be set to 1.

In each case, where:

EffectiveGearingLong(t-Lag) is determined in accordance with the following:

$$\frac{(\text{Sum}(k \text{ from } 1 \text{ to } \text{NPC}(t-\text{Lag})) ((\text{Abs}(Q(k,t-\text{Lag})) + Q(k,t-\text{Lag})) \times S(k,t-\text{Lag}) \times \text{UnderlyingFX}(k,t-\text{Lag})) / (2 \times \text{PL}(t-\text{Lag})))$$

EffectiveGearingShort(t-Lag) is determined in accordance with the following:

$$\frac{(\text{Sum}(k \text{ from } 1 \text{ to } \text{NPC}(t-\text{Lag})) ((\text{Abs}(Q(k,t-\text{Lag})) - Q(k,t-\text{Lag})) \times S(k,t-\text{Lag}) \times \text{UnderlyingFX}(k,t-\text{Lag})) / (2 \times \text{PL}(t-\text{Lag})))$$

If there are one or more Modification Proposal(s) affecting Component (k) with a Rebalancing Date on Calculation Date (t):

Unless communicated by the Advisor in accordance with Paragraph 4.15, $Q(k,t)$ is determined according with the below formula:

$$Q(k,t) = \text{PL}(t-\text{RLag}) \times \text{RebalWeight}(k,t) / (S(k,t-\text{RLag}) \times \text{UnderlyingFX}(k,t-\text{RLag})) \text{ Where:}$$

RebalWeight (k,t) is providing by the Advisor in accordance with Paragraph 4.15;

RLag means the maximum between (i) 1 and (ii) the Rebalancing Lag

4.15.2.7 Reference Price

Reference Price means in respect of any Scheduled Calculation Date (t) and any Component (k):

(i) If “Closing Price” is specified as applicable or if no Reference Price is specified in the applicable Final Terms, and

such Component (k) is an Equity Instrument that is a Share or an ETF Share, the official closing price of such Share or ETF Share at the Scheduled Closing Time on such Scheduled Calculation Date (t) (or the Scheduled Closing Time on the Scheduled Trading Day preceding such Scheduled Calculation Date (t), as the case maybe);

such Component (k) is an Equity Instrument that is a Fund Unit, the latest available Net Asset Value dated in respect of such Scheduled Calculation Date (t) as determined by the Calculation Agent (or the Index Calculation Agent, for any SGI Advised Index);

such Component (k) is a Commodity Instrument, the official closing price published on the relevant price source as determined by the Calculation Agent (or the Index Calculation Agent, for any SGI Advised Index);

such Component (k) a Debt Instrument, the official closing price of such Debt Instrument as determined by the Calculation Agent (or the Index Calculation Agent, for any SGI Advised Index);

such Component (k) is an Underlying Index, the official closing level of such Underlying Index as determined by the Underlying Index Calculation Agent on the Scheduled Closing Time on such Scheduled Calculation Date (t) (or the Scheduled Closing Time on the Scheduled Trading Day preceding such Scheduled Calculation Date (t), as the case maybe); or

such Component (k) is a Derivatives Instrument, the closing value of such Derivatives Instrument on such Scheduled Calculation Date (t), as determined by the Calculation Agent (or the Index Calculation Agent, for any SGI Advised Index).

(ii) if “Fixing Price” is specified as applicable in the applicable Final Terms, the price or level of such Component (k), as relevant, as of such Calculation Date (t) and as of the ReferenceFixingTime (as specified in the applicable Final Terms);

(iii) if “TWAP” is specified as applicable in the applicable Final Terms, the time weighted average price or level of such Component (k), as relevant, on such Calculation Date (t), calculated between the TWAPStartTime (as specified in the applicable Final Terms) and the TWAPEndTime (as specified in the applicable Final Terms), as determined by the Calculation Agent (or the Index Calculation Agent, for any SGI Advised Index);

(iv) if “VWAP” is specified as applicable in the applicable Final Terms, the volume weighted average price or level of such Component (k), as relevant, on such Calculation Date (t), calculated between the VWAPStartTime (as specified in the applicable Final Terms) and the VWAPEndTime (as specified in the applicable Final Terms), as determined by the Calculation Agent (or the Index Calculation Agent, for any SGI Advised Index);

(v) if “Opening Price” is specified as applicable in the applicable Final Terms, the official opening price or level of such Component (k), as relevant, on such Calculation Date (t);

(vi) if “Best Effort” is specified as applicable in the applicable Final Terms, any of the above options, provided that the Reference Price will correspond to the above Reference Price that would be actually obtained by the Calculation Agent (or any of its affiliates) if it were to hedge such Reference Price, as determined by the Calculation Agent (or the Index Calculation Agent, for any SGI Advised Index); or

(vii) if “Bid-Ask Spread” is specified as applicable in the applicable Final Terms, then:

the relevant Reference Price is determined by reference to purchase order because of an increased exposure to such Component (k), the resulting Reference Price shall be further adjusted and multiplied by $(1 + \text{SpreadMidAsk})$ (SpreadMidAsk being specified in the applicable Final Terms); and

the relevant Reference Price is determined by reference to sell order because of a decreased exposure to such Component (k), the resulting Reference Price shall be further adjusted and multiplied by $(1 - \text{SpreadBidMid})$ (SpreadBidMid being specified in the applicable Final Terms), provided that, if so provided in the applicable Final Terms, any of one of the above options may be applied in a different manner in respect of (i) different Scheduled Calculation Dates, (ii) different Components or provided that any one of the above options may be applied in a different manner in respect of any Scheduled Calculation Dates and any Components, depending on whether a Modification Proposal (as defined in Condition 3) is effective on a given Calculation Date.

4.15.2.8 Determination of the Cash Component Level, “PCCL(t)”

The Underlying Cash Component Level is determined, in respect of Calculation Date (t), in accordance with the following formula: $PCCL(t) = PL(t) - (\text{Sum}(k \text{ from } 1 \text{ to } NPC(t))) (Q(k,t) \times S(k,t) \times \text{UnderlyingFX}(k,t))$

4.16. Modification of the composition of a Dynamic Portfolio or an Advised SGI Index

4.16.1. Modification Proposals

The Advisor may on each Review Date propose to the Calculation Agent or the Index Sponsor, as the case maybe, a modification to the Underlying, subject to the Underlying remaining in compliance with each and every applicable Underlying Eligibility Criteria.

The Advisor will be entitled to make modification proposals in relation to:

- (i) the quantity or the weight of any Underlying Component in the Underlying;
- (ii) the inclusion of one or several new Underlying Component in the Underlying;
- (iii) the removal of one of several Underlying Component from the Underlying;
- (iv) any combination thereof.

(each a **Modification Proposal**, together the **Modification Proposals**) in accordance with the procedure described in Paragraph 4.15.2 (the **Modification Procedure**). It is understood that it is under the responsibility of the Advisor to ensure that any Modification Proposal complies with the Underlying Eligibility Criteria and that, subject to Paragraph 4.15, neither the Issuer nor the Calculation Agent nor the Index Sponsor will influence a Modification Proposal.

In addition, when submitting a Modification Proposal, the Advisor shall provide (i) all necessary details required to implement such Modification Proposal and (ii) the Modification Trigger(s) applicable to such Modification Proposal.

Under normal market conditions, the Calculation Agent or the Index Sponsor, as the case maybe, shall implement the Modification Proposals relating to the Underlying unless the Calculation Agent determines:

- (i) the proposed Modification Proposal would breach or cause a breach of any provision of the Advisory Agreement, any applicable law, regulations or risk or compliance guidelines and policy of the Issuer or the Calculation Agent or the Index Sponsor; or in the context of Components being Shares only, would not comply with SG Group Restricted List or Restricted List; or
- (ii) the Modification Proposal is in breach of any applicable Underlying Eligibility Criteria set out in the Final Terms or the Index Rules, as the case maybe; or
- (iii) the information provided by the Advisor in relation to a proposed Modification Proposal is incomplete, in particular it does not include parameters which are necessary to implement the proposed Modification Proposal, including but not limited to the applicable Modification Trigger and information necessary to identify each Underlying Component or elements necessary to determine the quantity of each Underlying Component; or
- (iv) the Issuer's or any of its affiliate's ability to hedge its exposure under the Certificates would be materially affected by the implementation of the Modification Proposal or such Modification Proposal would increase the cost of hedging the Certificates, including but not limited to (i) as a result of a change in law or regulation, (ii) the imposition of taxes, stamp duties, financial transaction tax or any other tax or levy having a similar effect or (iii) in case the Calculation Agent or the Index Sponsor, as the case maybe, determines in good faith and in a commercially reasonable manner that the liquidity of the Component affected by such Modification Proposal is not sufficient for the Issuer, the Dealer, the Calculation Agent, the Index Sponsor or any of their affiliates, to implement such Modification Proposal; or
- (v) a case of Force Majeure Event affecting the Certificates, the Issuer, the Calculation Agent, the Index Sponsor or the Advisor has occurred and is continuing.

Provided that, for the purposes hereof:

"Restricted List" means any internal policies or restricted lists determined internally whether voluntarily or mandatorily by SG or produced by a third party and used by SG for, among other purposes, determining the eligibility of Underlying Components, and/or sanctions or other policies not otherwise included as an SG Group Policy or as part of an SG Group Restricted list.

"SG Group Policies" means the internal, formal and documented policies, procedures, standards and guidelines (as revised from time to time) which have been established at SG by persons acting independently of the trading or front office function and which ensure compliance with applicable laws, rules, regulations and regulatory standards by each

member of the SG Group subject thereto. As used herein, the term “**regulatory standards**” includes codes of conduct, banking standards, frameworks and guidance (such as capital and liquidity standards, frameworks or guidance, among other things) issued by any competent authority (including, but not limited to, relevant supranational bodies, treaty organisations, supervisory committees or governmental, judicial, tax, banking or regulatory authorities, or self-regulatory organizations) with a view to setting standards for the business conduct, organisation and prudential supervision of banks and financial services firms.

“**SG Group Restricted List**” means any internal policy restriction, internal compliance-related restricted list and/or sanctions list or policy not otherwise included as SG Group Policies.

Unless a Modification Proposal has been rejected by the Calculation Agent or the Index Sponsor, as the case maybe, on the basis of one or more of the above grounds, the Calculation Agent or the Index Sponsor, as the case maybe, shall then implement such Modification Proposal in accordance with the Modification Procedure without any liability of the Calculation Agent or the Index Sponsor, as the case maybe, in relation to the opportunity of such Modification Proposal.

4.16.2. Modification Procedure

Subject to the provision of Paragraph 4.15.1 above and any other relevant provisions of this Security Note, this paragraph specifies, for any Series of Certificates, the procedure applicable to any Modification Proposal(s).

In particular:

- on each Review Date, the Advisor may make a Modification Proposal by providing to the Calculation Agent or the Index Sponsor, as the case maybe, the information specified in Paragraph 4.16.1;
- the Calculation Agent or the Index Sponsor, as the case maybe, shall determine if the received Modification Proposal can be implemented or should be rejected, based on the criteria set out from (i) to (v) in Paragraph 4.16.1. Such determination shall be made within the applicable Rebalancing Date, provided that a Modification Proposal shall be deemed to be made on the relevant Review Date, if received before the Communication Deadline;
- If the Modification Proposal is rejected, it will not be implemented and the Calculation Agent or the Index Sponsor, as the case maybe, shall notify the Advisor of the reason of the rejection;
- If the Modification Proposal is not rejected: i) for any Portfolio Linked Certificates, the Calculation Agent shall modify the underlying Portfolio pursuant to such Modification Proposal with effect from the applicable Rebalancing Date; ii) for any SGI Index Linked Certificates, the Index Sponsor shall modify the underlying SGI Index pursuant to such Modification Proposal with effect from the applicable Rebalancing Date and shall notify the Index Calculation Agent of such modification;
- On each Rebalancing Date, the following information shall be made available by the Calculation Agent or the Index Sponsor, as the case maybe, on the Underlying Publication Website:
 - o the new composition of the Underlying; and
 - o the details of the relevant Modification Proposal including the applicable Modification Trigger.

Starting from the relevant Rebalancing Date, and subject to any subsequent Modification Proposal, the Underlying Level shall be calculated by making reference to the composition of the Underlying as modified following the relevant Modification Proposal.

4.16.3. Underlying Eligibility Criteria

<p>Global Underlying Eligibility Criteria</p>	<p>means one or more of the following:</p> <p>The Underlying shall meet the diversification requirements applying to the assets of an Undertaking for Collective Investment in Transferable Securities complying with</p>
--	---

	<p>the European Union Directive 85/611/EEC of 20 December 1985 on the coordination of laws, regulations and administrative provisions relating to undertakings for collective investment in transferable securities or any successor thereto (including the Directive 2009/65/EC of the European Parliament and of the Council of 13 July 2009, as amended); or</p> <p>The Underlying must [not] contain [less][more] [than] [<i>specify number of Components in the applicable Final Terms</i>] Underlying Components, as specified in the applicable Final Terms or Index Rules.</p>	
Component Related Eligibility Criteria	<p>means the combination of (i) an Underlying Component Type Criteria and/or (ii) a Underlying Component Sub Type Criteria and/or (iii) one or more Attribute Criteria and/or (iv) a Criteria Impact,</p> <p>as specified in the applicable Final Terms or Index Rules.</p> <p>A Component Related Underlying Eligibility Criteria is expressed as follows:</p> <p>[Underlying Component Type Criteria] [and] [Underlying Component SubType Criteria] [and] [one or more Attribute Criteria] [Criteria Impact]</p> <p>Only instruments or market data that meet the Component Related Eligibility Criteria may become a Component at the exclusion of all the others.</p>	
	Underlying Component Type Criteria	<p>means a criteria which defines the types of Underlying Components (each a “Underlying Component Type” and together the “Underlying Component Types”) which are subject to a Component Related Underlying Eligibility Criteria.</p> <p>Where “Underlying Component Type” means any of the following:</p> <ul style="list-style-type: none"> - Commodity Instrument; - Debt Instrument; - Derivatives Instrument; - Equity Instrument; - Market Data, <p>which shall be specified in the applicable Final Terms or Index Rules.</p>
	Underlying Component Sub Type Criteria	<p>means in respect of a Underlying Component Type defined pursuant to the Underlying Component Type Criteria, a criteria which defines the sub type of Underlying Component Type (each a “Underlying Component Sub Type” and together the “Underlying Component Sub Types”).</p> <p>Where the Underlying Component Sub Type(s):</p>

		<ul style="list-style-type: none"> - In respect of Commodity Instruments means either Single Commodity or Underlying Index; - In respect of Debt Instruments means either Single Debt, or Underlying Index; - In respect Derivatives Instruments means either Single Derivatives or Underlying Index; - In respect Equity Instruments means either Share, ETF Share, Fund or Underlying Index; - In respect Market Data means either foreign exchange rate, interest rate or securities lending or borrowing rate. <p>In each case as specified in the applicable Final Terms or Index Rules.</p>
	Attribute Criteria	means one or more of the identification conditions listed in the section “Attribute Criteria” below, and specified in the applicable Final Terms or Index Rules that must be met by a Underlying Component in addition to the Underlying Component Type Criteria and the Component Underlying Sub-Type Criteria
	Criteria Impact	<p>means the quantitative constraint which applies to an Attribute Criteria in relation to a given set of Underlying Component Type(s) and/or Underlying Component Sub Type(s). It is expressed as follows:</p> <p>[must [not] have [an individual][an aggregate] [quantity][weight (as determined by the Calculation Agent as its quantity multiplied by its price or level, converted if necessary into the Underlying Currency, then divided by the Underlying Level)] [higher][lower][than][or][equal to] [<i>Quantitative Constraint</i>]].</p> <p>Where Quantitative Constraint(s) is a number, rate, percentage or level specified in the applicable Final Terms under the item Underlying Eligibility Criteria.</p>
Modification Related Eligibility Criteria	<p>means one or more of the following:</p> <ul style="list-style-type: none"> - The proposed Modification Proposal shall not require the Issuer or the Calculation Agent or the Dealer or the Index Sponsor to trade more than [<i>specify percentage</i>] of the average of traded volumes on the relevant Exchange over the past [<i>specify the number of days in the applicable Final Terms or Index Rules</i>] days (as determined by the Calculation Agent or the Index Sponsor); - The Advisor must [not] propose [at least][at most][more than][less than] [<i>specify number of Modification Proposal(s) in the applicable Final Terms</i>] Modification Proposal(s) per [<i>specify frequency</i>]; . - The Advisor [may][must][not][only] propose a Modification Proposal on the following dates: [<i>specify date in the applicable Final Terms</i>], 	

as specified in the applicable Final Terms or Index Rules.

4.16.4. List of Attributes with Attributes Values

Attributes	Attribute Values
listed on a regulated Exchange of	<i>[specify in the applicable Final Terms or Index Rules the country where the Exchange(s) of the Underlying Component(s) which is(are) subject to the Component Related Eligibility Criteria are located.]</i>
listed on	<i>[specify in the applicable Final Terms or Index Rules the Exchange(s) of the Underlying Component(s) which is(are) subject to the Component Related Eligibility Criteria]</i>
issued by	<i>[specify in the applicable Final Terms or Index Rules the Company(ies) or issuer(s) of the Underlying Component(s) which is(are) subject to the Component Related Eligibility Criteria]</i>
issued by an entity located in	<i>[specify in the applicable Final Terms or Index Rules the registration country(ies) of the Company(ies) or issuer(s) of the Underlying Component(s) which is(are) subject to the Component Related Eligibility Criteria]</i>
issued by an entity whose industry is	<i>[specify in the applicable Final Terms or Index Rules the industry(ies) of the Company(ies) or issuer(s) of the Underlying Component(s) which is(are) subject to the Component Related Eligibility Criteria]</i>
issued by an entity whose sector is	<i>[specify in the applicable Final Terms or Index Rules the sector(s) of the Underlying Component(s) or, as relevant, of the Company(ies) or issuer(s) of the Underlying Component(s) which is(are) subject to the Component Related Eligibility Criteria]</i>
issued by an entity whose sub-sector is	<i>[specify in the applicable Final Terms or Index Rules the sub-sector(s) of the Company(ies) or issuer(s) of the Underlying Component(s) which is(are) subject to the Component Related Eligibility Criteria]</i>
denominated in	<i>[specify in the applicable Final Terms or Index Rules the denomination currency(ies) of the Underlying Component(s) which is(are) subject to the Component Related Eligibility Criteria]</i>
issue size	<i>[specify in the applicable Final Terms or Index Rules the aggregate issue size of the Underlying Component(s)]</i>

	<i>which is(are) subject to the Component Related Eligibility Criteria]</i>
Net Asset Value	<i>[specify in the applicable Final Terms or Index Rules the aggregate net asset value of the Underlying Component(s) which is(are) subject to the Component Related Eligibility Criteria]</i>
market capitalisation	<i>[specify in the applicable Final Terms or Index Rules the aggregate market capitalisation of the Underlying Component(s) which is(are) subject to the Component Related Eligibility Criteria]</i>
[number of days] days average traded volume	<i>[specify in the applicable Final Terms or Index Rules the period (for example 60 days) and the corresponding average volume traded on the relevant market or Exchange over such period]</i>
registered for public offering in	<i>[specify in the applicable Final Terms or Index Rules the country(ies) where the Underlying Component(s) which is(are) subject to the Component Related Eligibility Criteria can be offered to the public]</i>
compliant with the European Union Directive 85/611/EEC of 20 December 1985 on the coordination of laws, regulations and administrative provisions relating to undertakings for collective investment in transferable securities or any successor thereto (including the Directive 2009/65/EC of the European Parliament and of the Council of 13 July 2009, as amended)	not applicable
sponsored by	<i>[specify in the applicable Final Terms or Index Rules the sponsor of the Underlying Component(s) (for example an index) which is(are) subject to the Component Related Eligibility Criteria]</i>
managed by	<i>[specify in the applicable Final Terms or Index Rules the manager of the Underlying Component(s) which is(are) subject to the Component Related Eligibility Criteria]</i>
advised by	<i>[specify in the applicable Final Terms or Index Rules the advisor of the Underlying Component(s) which is(are) subject to the Component Related Eligibility Criteria, for example the advisor of the fund]</i>
sub-managed by	<i>[specify in the applicable Final Terms or Index Rules the sub-manager of the Underlying Component(s) which is(are) subject to the Component Related Eligibility Criteria]</i>

issued by an entity whose long term credit rating	<i>[specify in the applicable Final Terms or Index Rules the credit rating of the Company(ies) or issuer(s) of the Underlying Component(s) which is(are) subject to the Component Related Eligibility Criteria]</i>
published by	<i>[specify in the applicable Final Terms or Index Rules the publisher of the Underlying Component(s) (for example an index) which is(are) subject to the Component Related Eligibility Criteria]</i>
member of [a publicly available Index]	<i>[specify in the applicable Final Terms or Index Rules the publicly available index or indices which must contain the Underlying Component(s) which is(are) subject to the Component Related Eligibility Criteria]</i>
underlying	<i>[specify in the applicable Final Terms or Index Rules the underlying of the Underlying Component(s) which is(are) subject to the Component Related Eligibility Criteria]</i>
eligible for inclusion to the assets of an Undertakings for Collective Investment in Transferable Securities complying with the European Union Directive 85/611/EEC of 20 December 1985 on the coordination of laws, regulations and administrative provisions relating to undertakings for collective investment in transferable securities or any successor thereto (including the Directive 2009/65/EC of the European Parliament and of the Council of 13 July 2009, as amended).	not applicable
Reference Price	<i>[specify in the applicable Final Terms or Index Rules the Reference Price election]</i>
FX Hedge	<i>[specify in the applicable Final Terms or Index Rules the FX Hedge election, i.e. applicable or not applicable]</i>

4.16.5. Effect of Termination of the Advisory Agreement

If an Index Advisor Extraordinary Event occurs prior to the Maturity Date (or, in case of Open-ended Certificates, the last Potential Optional Termination Date), the Calculation Agent may:

- (i) consider such event as an Early Termination Event;
- (ii) name a substitute Advisor (the “**Substitute Advisor**”), suitable to the Calculation Agent, that will take over the obligations of the existing Advisor, as soon as possible after the occurrence of the Termination of the Advisory Agreement and no later than one month after the Termination of the Advisory Agreement. If the substitute Advisory Agreement is not signed at the same time as the Advisory Agreement is terminated, the Underlying Components will keep the same weightings as those on the date of Termination of the Advisory Agreement. If no such Substitute Advisor is named up to one month after the termination of the Advisory Agreement, the Calculation Agent may apply (i).

4.17. Disruption Events, Extraordinary Events and Potential Adjustment Events

This paragraph includes the terms and conditions applicable to the Certificates if the Underlying or any Components of such Underlying are subject to the occurrence or the continuation of an Underlying Disruption Event, an Underlying Extraordinary Event or a Potential Adjustment Event.

Unless otherwise stated, the words and expressions reported in capital letters in this Paragraph 4.17, have the meaning ascribed to them in the paragraph “Definitions” of this Security Note.

In particular, this paragraph regulates the following:

- the consequences following the occurrence or the continuation of an Underlying Disruption Event on any day that is a Valuation Date pursuant to the Final Terms of the relevant Certificates (par. 4.17.1);
- the consequences following the occurrence of an Hedging Disruption, an Increased Cost of Hedging, an Increased Cost of Borrow, a Loss of Borrow or a Change in Law relating to the relevant Underlying (par. 4.17.2);
- the consequences following the occurrence or the continuation of an Underlying Disruption Event on a Scheduled Calculation Date (par. 4.17.3);
- the consequences following the occurrence of an Underlying Extraordinary Event in respect of one or more Component(s) of the relevant Underlying, on a Scheduled Calculation Date (par. 4.17.4);
- the consequences following the occurrence of a Potential Adjustment Event in respect of one or more Component(s) of the relevant Underlying, on a Scheduled Calculation Date (par. 4.17.5);
- the consequences following the occurrence of an Administrator/Benchmark Event, if the relevant Underlying is a Benchmark (par. 4.17.6);
- the consequences following the occurrence of a Sanction Disruption Event (par. 4.17.7);
- the consequences following the occurrence of a Cyber-attack Disruption Event (par. 4.17.8).

4.17.1. Consequences of Disrupted Days for Valuation Dates

If any Valuation Date specified in the applicable Final Terms is a Disrupted Day, then the Valuation Date shall be the first succeeding Scheduled Calculation Date that is not a Disrupted Day, unless each of the eight Scheduled Calculation Dates immediately following the relevant Valuation Date is a Disrupted Day. In that case:

A. the eighth Scheduled Calculation Date shall be deemed to be the Valuation Date, notwithstanding the fact that such day is a Disrupted Day; and

B. the Calculation Agent shall determine the level of the Underlying on that eighth Scheduled Calculation Date in accordance with the formula for and method of calculating that Underlying last in effect prior to the occurrence of the first Disrupted Day.

4.17.2. Hedging Disruption, Increased Cost of Hedging, Increased Cost of Borrow, Loss of Borrow, Change in Law and consequences

In case of the occurrence of an Hedging Disruption, an Increased Cost of Hedging, an Increased Cost of Borrow, a Loss of Borrow or a Change in Law relating to an Underlying (the **Affected Underlying**), the Calculation Agent may consider such event as an event triggering a) an Early Termination Event or b) an Affected Underlying Replacement.

4.17.3. Consequences of an Underlying Disruption Event

If a Scheduled Calculation Date is a Disrupted Day, then the Calculation Agent shall not calculate the Underlying on such Disrupted Day and the next Calculation Date for all Underlying Components shall be the first succeeding Scheduled Calculation Date that is not a Disrupted Day for any Underlying Component as determined by the Calculation Agent, unless each of the eight Scheduled Calculation Dates immediately following the initial Disrupted Day is also a Disrupted Day for any Underlying Component, in which case:

(i) the eighth Scheduled Calculation Date following the initial Disrupted Day, and each Scheduled Calculation Date that is a Disrupted Day thereafter, shall be deemed to be a Calculation Date (each, a **Disrupted Calculation Date**), notwithstanding the existence of an Underlying Disruption Event on such date and only for the purpose of determining the Underlying Level; and

(ii) on each Disrupted Calculation Date, the Calculation Agent shall calculate the Underlying Level in accordance with the formula for and method of calculating the Underlying Level as set out in this Security Note, provided that:

(a) if the Underlying Disruption Event relates to one or more of the Underlying Component(s) (except the Market Data) (such Component(s) the **Affected Component(s)**):

(i) the level or price of the Affected Component(s) shall be calculated using the level or price of such Affected Component(s) last in effect prior to the occurrence of the relevant Underlying Disruption Event; and

(ii) the level of each of the Market Data on the relevant date(s) of determination shall be calculated as if no Underlying Disruption Event existed;

(b) if the Underlying Disruption Event is a Market Data Disruption Event in relation to one or more of the Market Data only (such Market Data the **Affected Market Data**):

(i) the level or price of each Component (other than the Market Data), on the relevant date(s) of determination shall be calculated as if no Underlying Disruption Event existed; and

(ii) the level of the Affected Market Data shall be determined in good faith using relevant market indicators on the relevant date(s) of determination; or

(c) if the Underlying Disruption Event comprises both an Affected Component as well as an Affected Market Data:

(i) the level or price of the Affected Component(s) shall be calculated using the level or price of such Affected Component last in effect prior to the occurrence of the relevant Underlying Disruption Event; and

(ii) the level of the Affected Market Data shall be determined in good faith using relevant market indicators on the relevant date(s) of determination.

For the avoidance of doubt, for the purpose of this paragraph, any Component(s) that are neither an Affected Component, nor an Affected Market Data will be valued as of the Disrupted Calculation Date.

Notwithstanding the foregoing, if an Underlying Disruption Event is continuing on any day falling on or after the first Disrupted Calculation Date, then the Calculation Agent may:

(a) substitute the relevant Affected Component or Affected Market Data with another instrument (which shall then become a substitute Component or Market Data) provided that when doing so, the Calculation Agent will make any relevant adjustment it determines appropriate to preserve the economic equivalent of the obligations of the Issuer under the Certificates (subject to any taxes to be withhold or paid); or

(b) consider such event as an event triggering an Early Termination Event.

4.17.4. Consequences of an Underlying Extraordinary Event

If an Underlying Extraordinary Event occurs in respect of one or more Component(s) (any such Component, an **Affected Component**) on a Scheduled Calculation Date (an **Extraordinary Event Day**), then the Calculation Agent may:

(a) substitute the Affected Component with another instrument (which shall then become a substitute Component) provided that when doing so, the Calculation Agent will make any relevant adjustment it determines appropriate to preserve the economic equivalent of the obligations of the Issuer under the Certificates (subject to any taxes to be withhold or paid); or

(b) consider such event as an Early Termination Event.

4.17.5. Consequences of a Potential Adjustment Event

Following the occurrence of any Potential Adjustment Event, 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 Underlying Component and, if so, will (a) calculate the corresponding adjustment, if any, to be made to the elements relating to the relevant Underlying Component used to determine any settlement or payment terms under the Certificates and/or adjust any other terms of the Certificates as it determines appropriate to preserve the economic equivalent of the obligations of the Issuer under the Certificates (subject to any Local Taxes to be withheld or paid) and (b) determine the effective date of that adjustment. If relevant, 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 (if any) to options on the relevant Component (if any) traded on such Related Exchange (if any).

For the purposes hereof:

Local Taxes shall mean taxes, duties, and similar charges imposed by the taxing authority of the country in which the issuer of the relevant Component has been incorporated or (if relevant) in which the Exchange, on which the Component is listed, is located.

4.17.6. Administrator/Benchmark Event

This paragraph applies if the applicable Final Terms specify that "EU Benchmarks Regulation - Benchmark" is applicable.

Upon the occurrence or likely occurrence, as determined by the Calculation Agent, of a Benchmark Event affecting an Underlying (the **Affected Underlying**) on or after the Issue Date the Calculation Agent may:

(A) adjust the Affected Underlying as it may determine appropriate to account for the relevant event or circumstance and, without limitation, such adjustments may include selecting a successor Underlying which is representative of the same economic or geographic sector, and making any other change or adjustment to the terms of the Structured Certificates including where applicable to reflect any increased costs of the Issuer providing such exposure to the successor Underlying and, in the case of more than one successor Underlying, making provision for allocation of exposure between the successor Underlyings; or

(B) If the Calculation Agent has not made an adjustment in accordance with A above, then the Calculation Agent, acting in good faith, may consider such event as Early Termination Event.

4.17.7. Sanctions Disruption Event

If on or prior to a due date (such date a **"Sanctions Disrupted Date"**) for payment of a Final Exercise Amount, Optional Termination Amount or such other amount (if any) payable under the Certificates and/or under the Guarantee, a Sanctions Disruption Event occurs as determined by the Calculation Agent:

(A) the date for payment of such Final Exercise Amount, Optional Termination Amount or such other amount (if any) payable under the Certificates and/or under the Guarantee (the **"Disrupted Amount"**) will be postponed to the second Business Day following the date on which the Calculation Agent determines that the Sanctions Disruption Event is no longer subsisting which, for the avoidance of doubt, may be later than the scheduled Maturity Date (the **"Released Payment Date"**); and

(B) Payments of Disrupted Amounts, in particular but not limited to the situation where the Released Payment Date occurs later than the scheduled Maturity Date, may be made outside the relevant if the relevant CSD has/have decided that these payments are no longer eligible for its operations and transactions.

For the avoidance of doubt, no additional interest will be paid in respect of any postponement of the date for payment.

For the avoidance of doubt, nothing contained in these Sanctions Disruption Event provisions shall prevent the Issuer from determining the occurrence of any other event under this Security Note. No action or omission in accordance with the provisions of this paragraph shall constitute an event of default.

4.17.8. Cyber-attack Disruption Event

If on or prior to a due date for payment of Final Exercise Amount, Optional Termination Amount or such other amount (if any) payable under the Certificates and/or under the Guarantee (such date a **“Cyber-attack Disruption Date”**) a Cyber-attack occurs as determined by the Calculation Agent (a **“Cyber-attack Disruption Event”**).

Following the occurrence of a Cyber-attack Disruption Event:

- the date for payment of such Final Exercise Amount, Optional Termination Amount or such other amount (if any) payable under the Certificates and/or under the Guarantee (the **“Cyber-attack Disrupted Amount”**) will be postponed to the second Business Day following the date on which the Calculation Agent determines that the Cyber-attack Disruption Event is no longer subsisting which, for the avoidance of doubt, may be later than the scheduled Maturity Date, provided that the Issuer and/or the Guarantor shall make their best endeavours to implement remedies as soon as reasonably practicable to eliminate the impact of the Cyber-attack Disruption Event on its/their payment obligations of the Cyber-attack Disrupted Amount under the Certificates and/or the Guarantee (as applicable).

For the purposes hereof:

“Cyber-attack” means any malicious action or attempt initiated to steal, expose, alter, disable or destroy information through unauthorised access to, or maintenance or use of, the Computer Systems of the Issuer, the Guarantor, or any other entity of SG Group, their IT service providers, by (and without limitation) the use of malware, ransomware, phishing, denial or disruption of service or cryptojacking or any unauthorized entry, removal, reproduction, transmission, deletion, disclosure or modification preventing the Issuer, the Guarantor and/or the Calculation Agent to perform their obligations under the Certificates, and notwithstanding the implementation of processes, required, as the case maybe, by the laws and regulations applicable to the Issuer, the Guarantor, the Calculation Agent and their affiliates, or their IT service providers to improve their resilience to these actions and attempts.

“Computer System” means all the computer resources including, in particular: hardware, software packages, software, databases and peripherals, equipment, networks, electronic installations for storing computer data, including Data.

The Computer System shall be understood to be that which:

- belongs to the SG Group and/or;
- is rented, operated or legally held by the SG Group under a contract with the holder of the rights to the said system and/or;
- is operated on behalf of the SG Group by a third party within the scope of a contractual relationship and/or;
- is made available to the SG Group under a contract within the framework of a shared system (in particular cloud computing).

“Data” means any digital information, stored or used by the Computer System, including confidential data.

For the avoidance of doubt, no additional interest will be paid in respect of any postponement of the date for payment.

For the avoidance of doubt, nothing contained in these provisions shall prevent the Issuer from making any other determination under this Security Note. No action or omission in accordance with the provisions of this paragraph shall constitute an event of default.

5. CONDITIONS OF THE OFFER

5.1. Distribution methods, Offer Period, Amount of the Offer

In respect of each Series, the Certificates may be distributed:

- (a) within the premises of the Distributor(s) (at their offices and branches); and/or
- (b) through door-to-door selling (*fuori sede*) pursuant to Articles 30 and 31 of the Italian Legislative Decree No. 58 of 24th February 1998, as amended from time to time (the "**Italian Financial Act**"); and/or
- (c) through long distance selling techniques (*tecniche di comunicazione a distanza*) pursuant to article 32 of the Italian Financial Act,

as from time to time specified in the applicable Final Terms.

In case of distribution through door-to-door selling (*fuori sede*), the Distributor shall perform such activity through the financial advisors for door-to-door selling (*consulenti finanziari abilitati all'offerta fuori sede*) pursuant to Article 31 of the Italian Financial Act.

Pursuant to Article 30, paragraph 6, of the Italian Financial Act, the validity and enforceability of contracts entered into through door-to-door selling (*fuori sede*) is suspended for a period of 7 (seven) days from the date of subscription of the acceptance form by the relevant investor. Within such period investors may notify the relevant Distributor of their withdrawal without payment of any charge or commission.

The Certificates may be also distributed through long distance selling techniques (*tecniche di comunicazione a distanza*) pursuant to article 32 of the Italian Financial Services Act (*i.e.*, through the trading-online platform of the Distributors and/or recorded telephone orders). Pursuant to article 67-*duodecies* of the Italian Legislative Decree No. 206/2005 as amended (the so called "*Codice del Consumo*"), the validity and enforceability of the contracts entered into through long distance selling techniques (*tecniche di comunicazione a distanza*) is suspended for a period of 14 (fourteen) days from the date of subscription of the acceptance form by the relevant investor. Within such period investors may notify the relevant Distributor of their withdrawal without any charge or commission.

In respect of each Offer, the Offer Period will be specified in the applicable Final Terms.

The Offer Period may be different, depending on whether the distribution is performed within the premises of the Distributor, through door-to-door selling or by distance selling techniques (*tecniche di comunicazione a distanza*), as specified in the applicable Final Terms.

The Issuer reserves the right to close the Offer Period prior to its stated expiry for any reasons, noting that this occurrence would not affect the liquidity of the Certificates, which liquidity will be granted by Societe Generale acting as liquidity provider on a trading venue.

The Issuer also reserves the right to withdraw the offer and cancel the issuance of the Certificates for any reason at any time on or prior to the Issue Date. For the avoidance of doubt, if any application has been made by a potential investor and the Issuer exercises such right, no potential investor shall be entitled to subscribe or otherwise acquire the Certificates.

A notice to the investors on the early termination or the withdrawal, as applicable, will be published on the website of the Issuer (<https://prodotti.societegenerale.it/documenti/certificati-dinamici>).

The distribution activity will be carried out in accordance with the relevant Distributor(s) usual procedures, in any event through the use of the appropriate Subscription Form.

Prospective investors will not be required to enter into any contractual arrangements directly with the Issuer in relation to the subscription of the Certificates.

Pursuant to article 23, paragraph 2, of the Prospectus Regulation, if the Issuer proceeds with the publication of a supplement to the Base Prospectus before the end of Offer Period, the investors who have already subscribed to the Offer before the publication of such supplement will have the right to withdraw the subscription within two business days of the publication of such supplement. Pursuant to article 23, paragraph 3, of the Prospectus Regulation, where the Certificates are subscribed via a financial intermediary, the latter will inform investors of the possibility of a supplement being published, where and when it will be published and that in such event it would be assisting them in exercising the right to withdraw their acceptances.

With respect to each Series, the aggregate amount of the Offer and the minimum and/or the maximum number of Certificates that each investor will be due to subscribe, will be specified in the applicable Final Terms.

The aggregate amount of the Offer may be indicated in terms of maximum amount; in this case, the final issued amount shall be communicated by the Issuer by way of notice made available on its website (<https://prodotti.societegenerale.it>) by no later than on the Issue Date.

The Issue reserves also the right, during the Offer Period, to increase the amount of the Offer; such decision shall be notified to the investors by way of a notice made available on the website of the Issuer (<https://prodotti.societegenerale.it/documenti/certificati-dinamici>).

5.2. Consent given in accordance with article 5(1) of the Prospectus Regulation

The following entities have consent to use this Base Prospectus in connection with an Offer:

- any entity named as a Dealer in the applicable Final Terms;
- if the clause "*Type of Consent*" is stated as being "*Individual Consent*" in the applicable Final Terms:
 - (a) any financial intermediary specified in the applicable Final Terms as having been granted specific consent to use the Base Prospectus; or
 - (b) any financial intermediary named on the relevant website(s) of the Issuer as an Authorised Distributor in respect of the Offer (if that financial intermediary has been appointed after the date of the applicable Final Terms); and
 - (c) if the clause "*Type of Consent*" is stated as being "*General Consent*" in the applicable Final Terms, any financial intermediary authorised to make such distribution under MiFID II who has published the Acceptance Statement (as defined below) on its website.

The consent referred to above only relates to Offer Periods (if any) occurring within 12 months from the date of this Base Prospectus.

The entities listed above have been given consent to use the Base Prospectus only during the Offer Period specified in the applicable Final Terms.

Other than as set out above, the Issuer has not authorised the making of any distribution of the Certificates by any person and the Issuer has not consented to the use of this Base Prospectus by any other person in connection with any Offer of Certificates.

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

However, neither the Issuer, the Guarantor nor the relevant Dealer has any responsibility for any of the actions of any Authorised Distributor, including the non-compliance by an Authorised Distributor with applicable conduct of business rules or other local regulatory requirements or other securities law requirements in relation to such Offer.

If, in the context of an Offer, a prospective investor is offered Certificates by a person which is not an Authorised Distributor, such prospective investor should check with that person whether anyone is responsible for this Base Prospectus for the purposes of the relevant Offer and, if so, who that person is. If the prospective 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.

5.2.1 Type of consent

Subject to the conditions set out below under "*Conditions to Consent*" and if it is specified in the applicable Final Terms relating to any Series of Certificates, **the Issuer** consents to the use of the Base Prospectus in relation to an Offer of such Certificates during the offer period specified in the applicable Final Terms (the **Offer Period**).

The consent given by **the Issuer** may be an individual consent (an **Individual Consent**) and/or a general consent (a **General Consent**), each as further described below and as specified in the applicable Final Terms.

- Individual Consent

If the clause "*Type of Consent*" is stated as being "*Individual Consent*" in the applicable Final Terms, it means that **the Issuer** consents to the use of the Base Prospectus in relation to an Offer of such Certificates by the relevant Dealer and by:

(i) any financial intermediary (other than a Dealer) acting in association with **the Issuer** named **Initial Authorized Distributor**, whose name and address are specified in the applicable Final Terms; and

(ii) any financial intermediary acting in association with the Issuer, appointed after the date of the applicable Final Terms, and named **Additional Authorised Distributor**, whose name and address will be published on the relevant website(s) of the Issuer.

- General Consent

If the clause "*Type of Consent*" is stated as being "*General Consent*" in the applicable Final Terms, it means that **the Issuer** consents to the use of the Base Prospectus in relation to an Offer of Certificates to any financial intermediary acting independently from **the Issuer** named **General Authorised Distributor** which:

(i) holds all necessary licences, consents, approvals and permissions required by any laws, rules, regulations and guidance (including from any regulatory body), applicable to the Offer of the Certificates to be authorised to do such distribution under the applicable laws and regulations; and

(ii) publishes on its website a statement that it makes such Offer of Certificates based on the General Consent given by **the Issuer** for the use of the Base Prospectus (the **Acceptance Statement**):

*"We, [insert legal name of financial intermediary], refer to the offer of [insert title of relevant Certificates] (the **Certificates**) described in the Final Terms dated [insert date] (the **Final Terms**) published by SG Issuer (the Issuer) and Societe Generale (the Guarantor). We hereby accept the offer by the Issuer and the Guarantor of its consent to our use of the Base Prospectus (as defined in the Final Terms) in connection with the offer of the [insert title of relevant Certificates] in accordance with the terms and subject to the conditions to such consent, each as specified in the Base Prospectus, and confirm that we are using the Base Prospectus accordingly."*

Through this publication on its website, the General Authorised Distributor commits itself to respect the following conditions:

(a) it acts in accordance with all applicable laws, rules, regulations and guidance (including from any regulatory body applicable to the Offer of the Certificates in Italy, in particular the applicable law implementing MiFID II (hereinafter the **Rules**) and makes sure that (i) any investment advice in the Certificates by any person is appropriate, (ii) the information to prospective investors including the information relating to any expenses (and any commissions or benefits of any kind) received or paid by this General Authorised Distributor under the offer of the Certificates is fully and clearly disclosed prior to the investment in the Certificates;

(b) it complies with the restrictions set out in the Base Prospectus related to the Offer jurisdiction as if it acted as a Dealer in the Non-exempt Offer Jurisdiction and considers the relevant manufacturer's target market assessment and distribution channels identified under the "MiFID II product governance" legend set out in the applicable Final Terms;

(c) ensure that the existence of any fee (and any other commissions or benefits of any kind) or rebate received or paid by the relevant financial intermediary in relation to the offer or sale of the Certificates does not violate the Rules, is fully and clearly disclosed to Certificateholders or prospective investors prior to their investment in the Certificates and to the extent required by the Rules, provides further information in respect thereof;

(d) it complies with the Rules relating to anti-money laundering, anti-corruption, anti-bribery and "know your customer" rules (including, without limitation, taking appropriate steps, in compliance with such rules, to establish and document the identity of each prospective investor prior to initial investment in any Certificates by the Investor), and will not permit any application for Certificates in circumstances where the financial intermediary has any suspicions as to the source of the application monies; it retains investor identification records for at least the minimum period required under applicable Rules;

(e) co-operate with the Issuer and the relevant Dealer in providing relevant information (including, without limitation, documents and records maintained pursuant to paragraph (d) above) and such further assistance as reasonably requested upon written request from the Issuer or the relevant Dealer in each case, as soon as is reasonably practicable and, in any event, within any time frame set by any such regulator or regulatory process. For this purpose, relevant information that is available to or can be acquired by the relevant financial intermediary:

(i) in connection with any request or investigation by any regulator in relation to the Certificates, the Issuer or the relevant Dealer; and/or

(ii) in connection with any complaints received by the Issuer and/or the relevant Dealer relating to the Issuer and/or the relevant Dealer or another Authorised Distributor including, without limitation, complaints as defined in rules published by any regulator of competent jurisdiction from time to time; and/or

(iii) which the Issuer or the relevant Dealer may reasonably require from time to time in relation to the Certificates and/or as to allow the Issuer or the relevant Dealer fully to comply with its own legal, tax and regulatory requirements;

(f) it does not, directly or indirectly, cause the Issuer or the relevant Dealers to breach any Rule or any requirement to obtain or make any filing, authorisation or consent in any jurisdiction;

(g) it meets any other condition specified under the clause "*General Consent/Other conditions to consent*" in the applicable Final Terms;

(h) it commits itself to indemnify the Issuer, the Guarantor, the relevant Dealer and each of its affiliates for any damage, loss, expense, claim, request or loss and fees (including reasonable fees from law firms) incurred by one of these entities because of, or in relation with, any failure by this General Authorised Distributor (or any of its sub-distributors) to respect any of these obligations above;

(i) it has knowledge of, and is committed to complying with the laws and regulations relating to anti-bribery, corruption and Influence Peddling, including any changes thereto, applicable to its activities;

(j) neither it nor, to the best of its knowledge, any of the persons whom it controls (including its directors, officers or employees, each a "**Controlled Person**"), nor any sub-distributor or intermediary it has mandated for the

purposes of its activities, has committed or will commit any Corrupt Act or Influence Peddling directly or indirectly, in each case to or for the use or benefit of, any person or any government official (which shall include any official, employee or representative of, or any other person acting in an official capacity for or on behalf of any government of any jurisdiction, any public international organisation, any political party, or any quasi-governmental body).

Where:

“Corrupt Act” shall mean the deliberate act (i) of giving, offering or promising directly or indirectly through others such as third party intermediaries, or (ii) soliciting or accepting, directly or indirectly through others such as third party intermediaries, any offer, donation, gift, invitation, reward or anything of value to any person (including any Public Official), for themselves or for a third party, that would or could be perceived either as an inducement to commit an act of corruption or as a deliberate act of corruption, in each case with a view to inducing any person (including a Public Official) to perform their functions improperly or dishonestly and/or getting any undue benefit.

“Influence Peddling” shall mean the deliberate act of (i) giving, offering or promising to any person (including any Public Official), or (ii) yielding to any person (including any Public Official) who solicits, at any time, directly or indirectly, any offer, donation, gift, invitation, reward, or anything of value, for themselves or for others, in each case to abuse or for having abused their real or supposed influence with a view to obtaining from a Public Official any favourable decision or undue benefit.

“Public Official” shall mean elected officials, dignitaries, candidates for public office, members of royal families, magistrates, officials or employees, regardless of their grade, or any person belonging to or acting on behalf of (i) a government (foreign, national or local) including any department, agency, regulator or one if their bodies or instrumentalities, (ii) a government department or public authority (including but not limited to customs or tax authorities, embassies and all bodies issuing permits, (iii) a local or regional public service, (iv) a State-owned or controlled enterprise (public hospitals, universities, sovereign investment funds or any other state-sponsored entity), (v) a political party, or (vi) an international court or public organisation (e.g. the UN);

(k) it has put in place appropriate rules and procedures, in a form and manner mandated by law and/or appropriate for a business of its size and resources, aiming at (i) preventing any Corrupt Act and Influence Peddling from being committed by itself, its Controlled Persons and – if any – its sub-distributor or other intermediaries it has mandated for the purpose of its activities and (ii) ensuring that any evidence or suspicion of a Corrupt Act or Influence Peddling is investigated and handled with the appropriate diligence. Any Corrupt Act or Influence Peddling related to its Activities shall be promptly reported to Societe Generale or the relevant Issuer to the extent permitted by applicable law and acted upon accordingly;

(l) neither it nor any of its agents, sub-distributors or Controlled Persons is ineligible or treated by any governmental or international authority as ineligible to tender for any contract or business with, or to be awarded any contract or business by, such authority on the basis of any actual or alleged Corrupt Act or Influence Peddling;

(m) It has kept adequate reasonably detailed books, adequate records and accounts in respect of its activities, in a form and manner appropriate for a business of its size and resources;

(n) it represents and warrants that it shall not distribute financial instruments to, or enter into any arrangement with respect to financial instruments with, Sanctioned Persons. It shall implement and maintain appropriate safeguards designed to prevent any action that would be contrary to this section.

Where:

“Sanctioned Person” means any individual or entity that is a designated target of Sanctions or is otherwise subject of Sanctions, including without limitation, as a result of being (a) owned or controlled directly or indirectly by any person/entity or persons/entities which is or are a designated target of Sanctions, or (b) organized under the laws of, or a resident of, any country or territory that is subject to comprehensive or country-wide Sanctions;

“Sanctions” means any economic or financial sanctions, trade embargoes or similar measures enacted, administered or enforced by any of the following (or by any agency of any of the following):

- (a) the United Nations;
- (b) the United States of America;
- (c) the United Kingdom; or
- (d) the European Union or any present or future member state thereof;

(o) it undertakes to promptly inform Societe Generale or the relevant Issuer of (a) any complaint received in relation to its activities or the financial instruments; or (b) any event affecting it, including but not limited to any of: (i) a regulatory investigation or audit of it or its affiliates, partners or agents; (ii) legal proceedings initiated by a competent regulatory authority against it or its affiliates, partners or agents; or (iii) a judgment rendered or penalty levied against it or its affiliates, partners or agents, which in each case might reasonably involve a reputational risk for Societe Generale or the relevant Issuer; and

(p) it acknowledges that its commitment to respect the obligations above is governed by Italian law.

Any General Authorised Distributor who wishes to use the Base Prospectus for an Offer of Certificates in accordance with this General Consent and the related conditions is required, during the time of the relevant Offer Period, to publish on its website the Acceptance Statement.

A prospective investor intending to acquire or acquiring any Certificates from an Authorised Distributor will do so, and offers and sales of the Certificates to an Investor by an Authorised Distributor will be made, in accordance with any terms and other arrangements in place between such Authorised Distributor and such Investor including as to price, allocation and settlement arrangements (the **Terms and Conditions of the Non-exempt Offer**). The Issuer and the Guarantor will not be a party to any such arrangements with Investors (other than the Dealer) in connection with the offer or sale of the relevant Certificates and, accordingly, the Base Prospectus and the applicable Final Terms will not contain such information.

The information relating to the terms and conditions of the Offer shall be provided to the investors by the Authorised Distributor at the time such Offer is made. None of the Issuer, the Guarantor or any Dealer has any responsibility or liability to an investor in respect of such information.

6. AMMISSION TO TRADING AND DEALING ARRANGEMENTS

6.1. Admission to trading and undertakings of Societe Generale

No application for admission to listing of the Certificates on a regulated market will be made.

Application shall be made by the Issuer for the Certificates to be admitted to trading on a Multilateral Trading Facility (“MTF”) organized and managed by Borsa Italiana S.p.A. or by any other competent institution, as from time to time specified in the applicable Final Terms.

6.2. Other trading venues

As the date of this Security Note, other financial instruments of the Issuer are traded on a Multilateral Trading Facility organized and managed by Borsa Italiana S.p.A..

6.3. Liquidity providers on the secondary market

Societe Generale, directly or through third parties appointed by it, will act as specialist or liquidity provider for the Certificates on the relevant MTF, in accordance with the rules and regulations of such MTF, subject to the approval of the admission to trading by Borsa Italiana S.p.A. or by any other competent institution.

7. ADDITIONAL INFORMATION

7.1. Names of advisors

Save for any provisions applicable to the Index Advisor and the Portfolio Advisor, this Security Note does not refer to advisors connected with the issue of the Certificates.

7.2. Information reviewed by statutory auditors

No information contained in this Security Note has been audited or reviewed by the statutory auditors.

7.3. Credit rating assigned to the securities

It is not expected that the Certificates to be issued under the Programme will be subject to rating assignments.

If any rating will be assigned to the Certificates, it will be specified in the applicable Final Terms.

7.4. Provision of information after the Issue Date

The Issuer will not provide information on the performance of the Underlying Components after the Issue Date.

8. FORM OF FINAL TERMS

Set out below is the Form of Final Terms which will be completed for each Series of Certificates to be offered to the public under the Programme.

MIFID II product governance / Retail investors, professional investors and ECPs – Solely for the purposes of the manufacturer's product approval process, the target market assessment in respect of the Certificates has led to the conclusion that: (i) the target market for the Certificates is eligible counterparties, professional clients and retail clients, each as defined in Directive 2014/65/EU (as amended, **MiFID II**) MiFID II; (ii) all channels for distribution to eligible counterparties and professional clients are appropriate; and (iii) the determination of the appropriate channels for distribution of the Certificates to retail clients has been made and is available on the website <https://regulatory.sgmarkets.com/#/mifid2/emt>, subject to the distributor's suitability and appropriateness obligations under MiFID II, as applicable. Any person subsequently offering, selling or recommending the Certificates (a **distributor**) should take into consideration the manufacturer's target market assessment; however, a distributor subject to MiFID II is responsible for undertaking its own target market assessment in respect of the Certificates (by either adopting or refining the manufacturer's target market assessment) and determining appropriate distribution channels, subject to the distributor's suitability and appropriateness obligations under MiFID II, as applicable.]

MIFID II product governance / Retail investors, professional investors and ECPs – Solely for the purposes of the manufacturer's product approval process, the target market assessment in respect of the Certificates has led to the conclusion that: (i) the target market for the Certificates is eligible counterparties, professional clients and retail clients, each as defined in Directive 2014/65/EU (as amended, **MiFID II**) MiFID II; (ii) all channels for distribution to eligible counterparties and professional clients are appropriate; and (iii) the determination of the appropriate channels for distribution of the Certificates to retail clients has been made and is available on the website <https://regulatory.sgmarkets.com/#/mifid2/emt>, subject to the distributor's suitability and appropriateness obligations under MiFID II, as applicable. Any person subsequently offering, selling or recommending the Certificates (a **distributor**) should take into consideration the manufacturer's target market assessment; however, a distributor subject to MiFID II is responsible for undertaking its own target market assessment in respect of the Certificates (by either adopting or refining the manufacturer's target market assessment) and determining appropriate distribution channels, subject to the distributor's suitability and appropriateness obligations under MiFID II, as applicable.]

Final Terms

relating to the offer of [*]

ISIN [*]

**of [SG Issuer, unconditionally and irrevocably guaranteed by Societe Generale]
[Societe Generale]**

**under the offering programme of certificates denominated “Benchmark Certificates on Advised SGI Indices” or
“Benchmark Certificates on Dynamic Portfolios”**

Final Terms filed with CONSOB on [*]

The publication of this Final Terms does not imply any judgment by CONSOB on the proposed investment or on the relating data and information.

*** * ***

It is specified that:

- a) This document constitutes the Final Terms of the Certificates described herein for the purposes of article 8(4) of Regulation (EU) 2017/1129, as amended and supplemented (the Prospectus Regulation) and must be read in conjunction with the Base Prospectus constituted by the Security Note filed with CONSOB on [*], following CONSOB approval decision n. [*] dated [*] *[indicate any supplements]* and by the Registration Document filed with CONSOB on [*], following CONSOB approval decision n. [*] dated [*] *[indicate any supplements]*;
- b) Pursuant to article 21 of the Prospectus Regulation, the Security Note, the Registration Document and the Final Terms are freely available to the public at the offices of SG – Italian branch, Via Olona 2 – 20123 Milano and are also available on the website of the Issuer (<https://prodotti.societegenerale.it/documenti/certificati-dinamici>);
- c) Prior to acquiring an interest in the Certificates described herein, prospective investors should read and understand the information provided in these Final Terms, the Security Note and the Registration Document and any Supplement(s) and be aware of the restrictions applicable to the offer and sale of such Certificates in the United States or to, or for the account or benefit of, persons that are not Permitted Transferees; and
- d) The Issue Specific Summary is annexed to these Final Terms.

Terms used herein shall be deemed to be defined as such for the purposes of the Security Note dated [*].

[If the offer period is continuing after the expiration date of the Security Note: The Security Note is valid until []. The succeeding security note will be available on [*]]*

1.
 - (i) **Series Number:** *[Insert the series number]*
 - (ii) **Tranche Number:** *[Insert the tranche number]*
 - (iii) **Date on which the Certificates become fungible:** *[Not Applicable]*
*[The Certificates shall be assimilated and form a single series with the *[Insert title of the Certificates related to the previous tranche number of the series]* on the Issue Date]*
2. **Specified Currency:** *[Insert the currency of the Certificates]*
3. **Aggregate Amount:**
 - (i) **Tranche:** *[up to] *[Insert the aggregate amount of the tranche]**
 - (ii) **Series:** *[up to] *[Insert the aggregate amount of the series]**
4. **Issue Price:** *[Insert the currency and the amount]* per Certificate
5. **Specified Denomination:** *[Insert the currency and the amount]*

6. **Issue Date:** [Insert the date]
7. **Final Exercise Date:** [Insert the date]
[In case of Open-ended Certificates: Not Applicable, the Certificates are open-ended.]
8. **Governing law:** English law
9. (i) **Status of the Certificates:** Unsecured
- (ii) **Date of corporate authorisation obtained for the issuance of Certificates:** [Not Applicable] [Insert the date]
- (iii) **Type of Structured Certificates:** [Dynamic Portfolio Linked Certificates]
[SGI Index Linked Certificates]

PROVISIONS RELATING TO INTERIM AMOUNT(S) AND OPTIONAL INTERIM AMOUNT(S)

10. **Interim Amount(s):** [Applicable] [Not Applicable]
[If Not Applicable, delete the remaining subparagraphs]
- (i) **Interim Amount(i):** For each Interim Amount Payment Date(i), the amount registered in the item Divbucket (as defined in Paragraph 4.15.2.3 of the Security Note) of the Underlying, on the Calculation Date immediately preceding the Interim Amount Payment Date(i).
- (ii) **Interim Amount Payment Date(s) (i):** [Insert the date(s)]
11. **Optional Interim Amount(s):** [Applicable] [Not Applicable]
[If Not Applicable, delete the remaining subparagraphs]
- (i) **Optional Interim Amount(i):** For each Optional Interim Amount Payment Date(i), the amount registered in the item Divbucket (as defined in Paragraph 4.15.2.3 of the Security Note) of the Underlying, on the Calculation Date immediately preceding the Optional Interim Amount Payment Date(i).
- (ii) **Optional Interim Amount Payment Date(s) (i):** [Insert the date(s)]
- (iii) **Notice period:** [Insert the number of days] days prior to the applicable Optional Interim Amount Payment Date

PROVISIONS RELATING TO REDEMPTION

12. **Termination at the option of the Issuer:** [Not Applicable] [Applicable as per Paragraph 4.8 of the Security Note]

[If Not Applicable, delete the remaining subparagraphs]

- (i) **Optional Amount:** **Termination** Unless previously terminated for any reasons, the Certificates may be early terminated at the option of the Issuer on the Optional Termination Date, in accordance with the following provisions in respect of each Certificate:
- [insert the formula in accordance with Paragraph 4.15.1 of the Security Note]*
- (ii) **Optional Termination Period :** *[specify]*
- (iii) **Optional Termination Date:** The date, falling in the Optional Termination Period, specified as such by the Issuer, subject to the application of the Notice Period.
- (iv) **Notice Period:** *[Insert the number of days]* days prior to the Optional Termination Date
- (v) **Optional Termination Valuation Dates :** *[specify]*

13. **Termination at the option of the Certificateholders:** [Not Applicable] [Applicable as per Paragraph 4.8 of the Security Note]

[If Not Applicable, delete the remaining subparagraphs]

- (i) **Optional Amount:** **Termination** Unless previously terminated for any reasons, at the option of the Certificateholders, the Certificates held by the Certificateholder exercising the option may be early terminated on the Optional Termination Date in accordance with the following provisions in respect of each Certificate:
- [insert the formula in accordance with Paragraph 4.15.1 of the Security Note]*
- (ii) **Optional Termination Period :** *[specify]*

(iii)	Optional Termination Date:	The date specified as such by the Certificateholder exercising the option
(iv)	Notice Period:	<i>[Insert the number of days]</i> days prior to the Optional Termination Date]
(v)	Optional Termination Valuation Dates :	<i>[specify]</i>
14.	Final Exercise Amount:	<p>Unless previously terminated for any reasons, the Certificates shall expire on the Final Exercise Date, in accordance with the following provisions in respect of each Certificate:</p> <p>Final Exercise Amount = Specified Denomination x Performance (T) x Hedging Fee Factor (T)</p> <p>With:</p> <p>Factor_AdvisoryFees(t) (t from 0 to T-1) is equal to [*] as of Valuation Date(0);</p> <p>Factor_DistributionFees(t) (t from 0 to T-1) is equal to [*] as of Valuation Date(0);</p> <p>Factor_StructuringFees(t) (t from 0 to T-1) is equal to [*] as of Valuation Date(0).</p> <p>On each subsequent Valuation Date(t), the values of each of Factor_AdvisoryFees(t), Factor_DistributionFees(t) and Factor_StructuringFees(t) may be amended by the Calculation Agent provided that they shall not exceed, respectively,</p> <p>Factor_AdvisoryFees_Max: [*] Factor_DistributionFees_Max: [*] Factor_StrcturingFees_Max: [*]</p> <p>Initial Valuation Date: [*];</p> <p>Final Valuation Date: [*].</p> <p><i>[In case of Open-ended Certificates: Not Applicable, the Certificates are open-ended.]</i></p>
15.	Redemption for Tax Event, Special Tax Event, Regulatory Event, Force Majeure Event or Event of Default:	<p>Early Redemption</p> <p>Early Redemption Amount: Market Value</p>

PROVISIONS APPLICABLE TO THE UNDERLYING(S)

16. (i) **Underlying(s):** *[Where the underlying is an index, include the name of the index.] [The Index Rules are attached hereto]*
- [Where the underlying is a Portfolio: The Portfolio as described in the Annex attached hereto.]*
- (ii) **Information relating to the past and future performances of the Underlying(s) and volatility:** *[Not Applicable] [Need to include details of the relevant website or screen page where information on past and future performance and volatility can be obtained, as specified in item [*]]*
- (iii) **Provisions relating, amongst others, to the Market Disruption Event(s) and/or Extraordinary Event(s) and/or any additional disruption event:** *The provisions of Paragraphs 4.17 of the Security Note apply.*
- [Specify if Hedging Disruption is not applicable]*
- [Specify if Increased Cost of Hedging is not applicable]*
- [Specify if Increased Cost of Borrow is not applicable]*

GENERAL PROVISIONS APPLICABLE TO THE CERTIFICATES

17. **Provisions applicable to payment date(s):**
- **Payment Business Day:** *[Following Payment Business Day] [Modified Following Payment Business Day]*
- **Financial Centre(s):** *[Insert the financial centre(s)]*
18. **Form of the Certificates:** *Uncertificated Italian securities in book entry form issued, cleared and settled through Monte Titoli S.p.A. in accordance with Legislative Decree 24 February 1998, n. 58, as amended*
- (i) **Form:**
19. **Portfolio or Index Linked Certificates Provisions:** *[Portfolio Linked Certificates Provisions] [Index Linked Certificates Provisions]*
- (i) **Basket Component(s):** *[As specified in the Annex hereto]
[As specified in the Index Rules attached hereto]*
- (ii) **Debt Instrument(s):** *[Applicable, as specified in the Annex attached hereto] [As specified in the Index Rules attached hereto] [Not applicable]*

(iii)	Commodity Instrument(s):	[Applicable, as specified in the Annex attached hereto] [As specified in the Index Rules hereto] [Not applicable]
(iv)	Derivatives Instrument(s):	[Applicable, as specified in the Annex attached hereto] [As specified in the Index Rules hereto] [Not applicable]
(v)	Equity Instrument(s):	[Applicable, as specified in the Annex attached hereto] [As specified in the Index Rules hereto] [Not applicable]
(vi)	Market Data:	[Applicable, as specified in the Annex attached hereto] [As specified in the Index Rules hereto] [Not applicable]

[THIRD PARTY INFORMATION]

Information or summaries of information included herein with respect to the Underlying have been extracted from general databases released publicly or by any other available information.

Each of the Issuer and the Guarantor 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.]

PART B – OTHER INFORMATION

1. LISTING AND ADMISSION TO TRADING

- (i) **Listing:** [If no listing: None] [Application will be made for the Certificates to be listed on *[Insert the name of the relevant multilateral trading facility]*]
- (ii) **Admission to trading:** [Not Applicable] [Application will be made for the Certificates to be admitted to trading on *[insert the name of the relevant multilateral trading facility]*].
- [There can be no assurance that the listing and trading of the Certificates 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 *[Insert specified currency and aggregate nominal amount]* Certificates (Tranche *[Insert the number of the previous tranche(s)]*)] are already admitted to trading on *[Insert name of the relevant trading venue]*]*

2. RATINGS

The Certificates to be issued have not been rated

3. INTERESTS OF NATURAL AND LEGAL PERSONS INVOLVED IN THE ISSUE/OFFER

[Save for any fees [of *[insert relevant fee disclosure]*] payable to the [Dealer/Index Sponsor], so far as the Issuer is aware, no person involved in the issue of the Certificates has an interest material to the offer.]/*[Description of any interest, including conflicting ones, that is material to the issue/offer, detailing the persons involved and the nature of the interest]*

4. REASONS FOR THE OFFER AND USE OF PROCEEDS

- (i) **Reasons for the offer and use of proceeds:** [Not Applicable] *[Specify the use of proceeds]*

5. PERFORMANCE AND EFFECT ON VALUE OF INVESTMENT

PERFORMANCE OF FORMULA, EXPLANATION OF EFFECT ON VALUE OF INVESTMENT

[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.] [Information on the Index, its volatility and past and future performance can be obtained, [free of charge]/[for a fee], from [●]/[give details of electronic means of obtaining details of the performance.]].*

6. OPERATIONAL INFORMATION

- (i) **Security identification code(s):**
- **ISIN code:** *[Insert the code]*
- **Common code:** *[Insert the code]*
- (ii) **Clearing System(s):** Monte Titoli S.p.A., with registered office at Piazza degli Affari, 6 – 20123 Milano
- (iii) **Delivery of the Certificates:** Delivery against payment
- (iv) **Calculation Agent:** *[Insert name and address]*
- (v) **Paying Agent(s):** *[Insert name(s) and address(es)]*

7. DISTRIBUTION

- (i) **Method of distribution:** Non-syndicated
- Name(s) [and addresses and any underwriting commitment] Dealer(s):** [Not Applicable] *[Insert name [and address] of Dealer]*
- (ii) **Total commission and concession:** [There is no commission and/or concession paid by the Issuer to the Dealer]
[Specify any other commission]]
- (iii) **TEFRA rules:** Not Applicable
- Individual Consent / Name(s) and address(es) of any Initial Authorised Offeror:** [Not Applicable]
 [Applicable *[Insert the name and address of any initial authorised offeror]]]*
- General Consent/ Other conditions to consent:** [Not Applicable]
 [Applicable] *[Insert any other condition to consent if relevant]*
- (v) **U.S. federal income tax considerations:** The Certificates are not Specified Certificates for purposes of the Section 871(m) Regulations.

(vii) Prohibition of Sales to UK Retail Investors:

[Applicable/Not
Applicable]

(If the Certificates do not constitute “packaged” products or the Certificates do constitute “packaged” products and a key information document will be prepared, “Not Applicable” should be specified. If the Certificates may constitute “packaged” products and no KID will be prepared, “Applicable” should be specified. For the purpose of the above, a “packaged” product shall designate a “packaged retail investment product” which means, in accordance with Regulation (EU) No 1286/2014 of 26 November 2014 as it forms part of UK domestic law by virtue of the European Union (Withdrawal) Act 2018, an investment, where, regardless of the legal form of the investment, the amount repayable to the retail investor is subject to fluctuations because of exposure to reference values or to the performance of one or more assets which are not directly purchased by the retail investor)

8. TERMS AND CONDITIONS OF THE OFFER

- Non-exempt Offer Jurisdiction(s):

Italy

- Offer Period:

[Indicate the offer period]

- Offer Price:

[The Certificates will be offered at the Issue Price [of which a percentage [up to a maximum of] [equal to] [insert percentage], is

represented by a distribution fee payable upfront by the Dealer to the Distributor[s]]

[specify other]

- Conditions to which the offer is subject:

[Indicate the conditions to which the offer is subject]

- Description of the application process:

[Not Applicable]
[Describe the application process]

- Details of the minimum and/or maximum amount of application:

[Not Applicable] *[Indicate details of the minimum and/or maximum amount of application (whether in number of Certificates or aggregate amount to invest)]*

- Details of the method and time limits for paying up and delivering the Certificates:

[Describe method and time limits for paying up and delivering the Certificates]

- Manner and date in which results of the offer are to be made public:

[Describe the arrangements and time for announcing to the public the definitive amount of the offer.]

- Amount of any expenses and taxes specifically charged to the subscriber or purchaser:

[to be specified]

9. ADDITIONAL INFORMATION

- Minimum investment in the Certificates:

[Not Applicable] *[Insert the minimum investment]*

- Minimum Trading Lot:

[Not Applicable] *[Insert the minimum trading lot]*

10. EU BENCHMARKS REGULATION

Benchmark:

[Not Applicable]
[Applicable]

[Amounts payable under the Certificates will be calculated by reference to the relevant Benchmark which is provided by the relevant Administrator, as specified in the table below.

As at the date of these Final Terms, the relevant Administrator appears on the register of administrators and benchmarks established and maintained by the European Securities and Markets Authority pursuant to Article 36 of the Benchmarks Regulation (Regulation (EU) 2016/1011), as amended (the **EU Benchmarks Regulation**), as specified in the table below.

Benchmark	Administrator	Register
[*]	[*]	[appears] [not appears]

ANNEX for Dynamic Portfolio Linked Certificates
(This Annex forms a part of the Final Terms to which it is attached)

Initial composition of the Underlying:

[The Underlying is invested in cash only as of Valuation Date(0)]

[the initial composition of the Underlying is available at the following website: [*]]

Parameters and elections relating to the Underlying

Scheduled Calculation Dates	<i>[Specify the scheduled computation dates of the Underlying Level]</i>
-----------------------------	--

[Restriking Date(s)]	<i>[Specify the dates]</i>
----------------------	----------------------------

[Elections relating to the Underlying]

[Dynamic Fx-hedge]	[Applicable][Not Applicable]
--------------------	------------------------------

[Excess Return]	[Applicable][Not Applicable]
-----------------	------------------------------

[Underlying Ccy Cash Positions Netting]	[Applicable][Not Applicable]
---	------------------------------

[Quanto Option]	[Applicable][Not Applicable]
-----------------	------------------------------

[Reinvestment Method]	[Individual Components] [Cash Bucket] [Underlying]
-----------------------	--

[Simultaneous Long and Short Restrikes]	[Applicable][Not Applicable]
---	------------------------------

[Weight Reset]	[Applicable][Not Applicable]
----------------	------------------------------

[Parameters relating to the Underlying]

[GearingInfLong]	<i>[Specify relevant gearing percentage]</i>
------------------	--

[GearingInfShort]	<i>[Specify relevant gearing percentage]</i>
-------------------	--

[GearingSupLong]	<i>[Specify relevant gearing percentage]</i>
------------------	--

[GearingSupShort]	<i>[Specify relevant gearing percentage]</i>
-------------------	--

[GrossGearingSup]	<i>[Specify relevant gearing percentage]</i>
-------------------	--

[Lag]	<i>[Specify the number]</i>
-------	-----------------------------

[UnderlyingFXSourceFixingTime]	<i>[Specify relevant fixing time]</i>
--------------------------------	---------------------------------------

[UnderlyingFXSource	[Specify relevant foreign exchange rate source]]
[Underlying Currency	[specify currency]]
[PL(0)	[Specify the initial level of the Underlying]]
[RateLong(t)	[Specify relevant rate]]
[RateShort(t)	[Specify relevant rate]]
[Reference Price	[Specify relevant reference price]]
[TimeBasis	[360] [365] [specify other]]
[TargetGearingLong	[Specify relevant gearing percentage]]
[TargetGearingShort	[Specify relevant gearing percentage]]
[Weight Reset Date(s)	[Specify the dates]]
[Communication Deadline	[Specify relevant communication deadline]
[ExecCostRateIn(k,t)	[Specify the percentage][if ExecCostRateIn per Market, specify the percentages per Market]]
[ExecCostRateOut(k,t)	[Specify the percentage][if ExecCostRateOut per Market, specify the percentages per Market]]
[ExecAddOnRate(k,t)	[Specify the percentage][if ExecAddOnRate per Market, specify the percentages per Market]]
Underlying Eligibility Criteria	[In order for the Underlying to remain eligible as Underlying of the Certificates, the Underlying and related Components shall comply with each of the following criteria, unless otherwise waived by the Calculation Agent:] [Specify the list of Applicable Underlying Eligibility Criteria in relation to the Underlying]
Portfolio Publication Website	[specify the website on which information related to the Underlying and Modifications will be published in accordance with the Terms and Conditions of the Certificates]
Review Date	[Specify the relevant review dates in respect of Modifications]
Rebalancing Date	[Specify the relevant rebalancing dates in respect of Modifications]
[Target Exposure Implementation Date	[Specify]]

[TCR(k,t)

*[Specify the percentage] [if TCR per Market,
specify the percentages per Market]*

*[if TCR per Reference Price,
specify the percentages per Reference Price]*

[Theoretical Communication Deadline
Advisor

*[Specify relevant theoretical communication deadline]]
[specify identity and details in accordance with the Terms
and Conditions]]*

[FOR SGI INDEX LINKED CERTIFICATES - INDEX RULES]
(that forms a part of the Final Terms to which it is attached)

(the Index Rules of the relevant SGI Index to be included)

ISSUE SPECIFIC SUMMARY:

(This section will include the English and Italian versions of the Issue Specific Summary)

9. FORM OF GUARANTEE

THIS GUARANTEE is made as of [*] by Societe Generale (the **Guarantor**) in favor of the Certificateholders (as defined in Section “Definitions” as set out in the base prospectus dated [*] (the **Base Prospectus**)) and the holders for the time being of interest coupons (if any) appertaining to the Certificates (the **Coupons**, which expression shall include the receipts for the repayment of principal in instalments (if any) appertaining to the Certificates) (the **Guarantee**). Each Certificateholder and each holder of a Coupon is a **Certificateholder**.

WHEREAS:

1. SG Issuer (the Issuer) and Societe Generale (as the Dealer and the Guarantor) have entered into a Programme Agreement dated 4 June 2021, as amended from time to time (the **Programme Agreement**) under which the Issuer proposes from time to time to issue certificates (the Certificates, such expression as defined under the Base Prospectus;
2. this Guarantee will only apply in relation to Certificates issued on or after the date of this Guarantee;
3. the Issuer and the Guarantor have entered into an Agency Agreement dated 4 June 2021 in relation inter alia to the Certificates (the **Agency Agreement**, which expression includes the same as it may be amended, supplemented or restated from time to time) with the Paying Agent, the Registrar and other parties named therein; and

NOW THIS GUARANTEE WITNESSES AS FOLLOWS:

1. Guarantee

The Guarantor irrevocably and unconditionally guarantees to each Certificateholder to pay any sum or amount payable by the Issuer in respect of any Certificate or Coupon (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 sum or amount shall become due under any of the foregoing in accordance with the terms and conditions of the Certificates in the same manner as if such payment was made by the Issuer.

All references in this Guarantee to sums or amounts payable by the Issuer shall (if applicable) be to such sums and/or amounts as directly reduced, and/or in the case of conversion into equity, as reduced by the amount of such conversion, and/or otherwise modified from time to time resulting from the application of a bail-in power by any relevant authority and the provisions of clause 1 shall be construed accordingly. In addition, the obligations of the Guarantor under the Guarantee can be subject to the application of a bail-in power by any relevant authority.

The Guarantor waives all benefits of discussion.

The Guarantor also waives the possibility to raise or assert to the full extent permitted by law any objection of any nature whatsoever towards any Certificateholder. In particular, the Guarantor acknowledges that neither the existence, nor the validity, nor the call of the Guarantee will be affected, and that it will not be released from its obligations, at no time, in the event that (i) a payment delay, a waiver or whatever acceptance would be granted to the Issuer (ii) the Terms and Conditions of the Certificates would be subject to an amendment or whatever rider, (iii) the Issuer or the Guarantor would be subject to a merger, division, or in case of disappearance of legal or factual ties existing between the Guarantor and the Issuer.

2. Call of the Guarantee

The Guarantee may be called by written notification addressed to the Guarantor by registered letter with an acknowledgement of receipt by any authorised person concerned. Any notification made under the Guarantee will be deemed to be received at the date of the first presentation of the registered letter with an acknowledgement of receipt.

All sums due under the Guarantee will be payable in immediately available funds in the currency in which they are due in accordance with the Terms and Conditions of the Certificates.

3. Term

The Guarantee shall come into force on the date of its signature and continue to produce its effects until no sums or amounts due by the Issuer under the Certificates remains payable.

4. Subrogation

Until all amounts which may be payable under the Guarantee have been irrevocably paid in full, the Guarantor shall not, by virtue of this Guarantee, be subrogated to any rights of any Certificateholder or claim in competition with the Certificateholders against the Issuer.

5. Status of Guarantee

The obligations of the Guarantor under the Guarantee constitute direct unconditional unsecured unsubordinated obligations of the Guarantor ranking as senior preferred obligations as provided in Article L.613-30-I-3° of the French *Code Monétaire et Financier* (the **Code**).

Such Guarantee obligations rank and will rank equally and rateably without any preference or priority among themselves and:

- *pari passu* with all other direct, unconditional, unsecured and unsubordinated obligations of the Guarantor outstanding as of the date of the entry into force of the law n°2016-1691 dated 9 December 2016 on 11 December 2016 (the **Law**);
- *pari passu* with all other present or future direct, unconditional, unsecured and senior preferred obligations (as provided for in Article L. 613-30-3-I-3° of the Code) of the Guarantor issued after the date of the entry into force of the Law;
- junior to all present or future claims of the Guarantor benefiting from the statutorily preferred exceptions; and
- senior to all present and future senior non-preferred obligations (as provided for in Article L. 613-30-3-I-4° of the Code) of the Guarantor.

3- Stamp duty and registration fees

All stamp duty and registration fees, as well as all taxes, penalties and fees that the Guarantee and its performance may generate, will be borne by the Issuer.

4- Governing Law and Jurisdiction

The Guarantee is governed by French law. Any dispute, in particular relating to its validity, its interpretation and its performance, will fall under the scope of the Tribunal de Commerce de Paris, without prejudice to the application of the relevant Italian civil code provisions.

Paris, [*]