

<b>AVVISO n.1396</b>	<b>29 Gennaio 2007</b>	<b>SeDeX – INV. CERTIFICATES</b>
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Mittente del comunicato : Borsa Italiana  
Societa' oggetto : SOCIETE GENERALE ACCEPTANCE  
dell'Avviso  
Oggetto : Inizio delle Negoziazioni Investment  
Certificates – classe A "Société Générale  
Acceptance N.V."

***Testo del comunicato***

Si veda allegato.

***Disposizioni della Borsa***

Strumenti finanziari:	<b>“Benchmark Certificates su indice WAEX”</b>		
Emittente:	<b>Société Générale Acceptance N.V.</b>		
Garante:	<b>Société Générale S.A.</b>		
Rating Garante:	Società di Rating	Long Term	Data Report
	Moody's	Aa2	31/03/2006
	Standard & Poor's	AA	14/11/2006
	Fitch	AA	13/06/2006
Oggetto:	<b>INIZIO NEGOZIAZIONI IN BORSA</b>		
Data di inizio negoziazioni:	<b>31 gennaio 2007</b>		
Mercato di quotazione:	Borsa - Comparto SEDEX <i>“segmento investment certificates – classe A”</i>		
Orari e modalità di negoziazione:	Negoziazione continua e l'orario stabilito dall'art. IA.5.1.6 delle Istruzioni		
Operatore incaricato ad assolvere l'impegno di quotazione:	Société Générale S.A. Codice specialist: 0667		
Modalità di liquidazione dei contratti:	liquidazione a contante garantita il terzo giorno di borsa aperta successivo a quello di conclusione dei contratti.		

### **CARATTERISTICHE SALIENTI DEI TITOLI OGGETTO DI QUOTAZIONE**

#### **“Benchmark Certificates su indice WAEX”**

Quantitativo minimo di negoziazione di ciascuna serie:	vedasi scheda riepilogativa delle caratteristiche dei certificates (colonna “Lotto Neg.”)
Controvalore minimo dei blocchi:	150.000 Euro
Impegno giornaliero ad esporre prezzi denaro e lettera per ciascuna serie:	vedasi scheda riepilogativa delle caratteristiche dei certificates (colonna “N.Lotti M.M.”)

Tipo di liquidazione: monetaria

Modalità di esercizio: europeo

Data di rilevazione per la  
determinazione dell'importo  
di liquidazione a scadenza:

La data di rilevazione finale (Valuation Date (1))  
coincide con il quinto giorno lavorativo (Business  
Day) precedente alla data di scadenza (Maturity  
Date)

### **DISPOSIZIONI DELLA BORSA ITALIANA**

Dal giorno 31 gennaio 2007 i “Benchmark Certificates su indice WAEX” verranno inseriti nel Listino Ufficiale sezione Securitised Derivatives.

Allegati:

- Scheda riepilogativa delle caratteristiche dei certificates;
- Final Terms dei certificates;
- Terms and Conditions dei certificates;
- Traduzione della Nota di Sintesi.

<i>Serie</i>	<i>Isin</i>	<i>Sigla</i>	<i>SIA</i>	<i>Descrizione</i>		<i>Sottostante</i>	<i>Scad.</i>	<i>Parità</i>	<i>Ammontare</i>	<i>Lotto Neg.</i>	<i>N.Lotti MM</i>	<i>Commissione</i>
1	XS0274531556	S07085	415804	SGA WAEX CER	NV11	World Alternative Energy Total Return Index (EUR) (WAEX)	17/11/2011	0,1	300000	1	50	1%

## **APPLICABLE FINAL TERMS**

Investors should have sufficient knowledge and experience of financial and business matters to evaluate the merits and risks of investing in a particular issue of Euro Medium Term Notes as well as access to, and knowledge of, appropriate analytical tools to assess such merits and risks in the context of their financial situation. Certain issues of Euro Medium Term Notes are not an appropriate investment for investors who are unsophisticated with respect to the applicable interest rate indices, currencies, other indices or formulas, or redemption or other rights or options. Investors should also have sufficient financial resources to bear the risks of an investment in Euro Medium Term Notes.

**15 November 2006**

### **SGA SOCIÉTÉ GÉNÉRALE ACCEPTANCE N.V.**

**Issue of 300,000 Certificates in an aggregate principal amount  
of EUR 30,661,500 Notes due 17 November 2011  
Unconditionally and irrevocably guaranteed by Société Générale  
under the €75,000,000,000  
Euro Medium Term Note Programme**

**“Certificates” shall be referred as “Notes” in these Final Terms**

*(For the commercial purposes the name of this issue is “Benchmark certificate su indice WAEX”)*

*Under these Notes the Final Redemption Amount as defined below shall be redeemed automatically by the Issuer on the Maturity Date. However, each noteholder shall have the right to waive the Final Redemption Amount in accordance with the provisions described below*

## **PART A – CONTRACTUAL TERMS**

Terms used herein shall be deemed to be defined as such for the purposes of the Conditions set forth under the heading Terms and Conditions of the English Law Notes and the Registered Notes in the Debt Issuance Programme Prospectus dated 1 August 2006 and any amendments or supplements thereto, which together constitute a base prospectus for the purposes of the Prospectus Directive (Directive 2003/71/EC) (**the Prospectus Directive**). This document constitutes the Final Terms of the Notes described herein for the purposes of Article 5.4 of the Prospectus Directive and must be read in conjunction with such Debt Issuance Programme Prospectus and any amendments or supplements thereto. Full information on the Issuer and the offer of the Notes is only available on the basis of the combination of these Final Terms and the Debt Issuance Programme Prospectus, as so amended and/or supplemented. Copies of such Debt Issuance Programme Prospectus with any amendments or supplements thereto and these Final Terms are available for inspection from the head office of the Issuer and the specified offices of the Paying Agents. The Debt Issuance Programme Prospectus and any amendments or supplements thereto and, in the case of Notes admitted to trading on the regulated market of the Luxembourg Stock Exchange, the applicable Final Terms will also be published on the website of the Luxembourg Stock Exchange ([www.bourse.lu](http://www.bourse.lu)).

The provisions of the Equity Technical Annex and any amendments and supplements thereto as specified below, apply to these Final Terms and such documents shall be read together. In the event of any inconsistency between the Equity Technical Annex and these Final Terms, these Final Terms shall prevail.

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1. (i) **Issuer:** SGA Société Générale Acceptance N.V.
  - (ii) **Guarantor:** Société Générale
  2. (i) **Series Number:** 13663/06-11
  - (ii) **Tranche Number:** 1
  3. **Specified Currency or Currencies:** EUR
  4. **Aggregate Nominal Amount:**
    - (i) **Tranche:** 300,000 Notes in the denomination of EUR 102.205 each (i.e. EUR 30,661,500)
    - (ii) **Series:** 300,000 Notes in the denomination of EUR 102.205 each (i.e. EUR 30,661,500)
  5. **Issue Price:** 102.205
  6. **Specified Denomination(s):** 102.205
  7. (i) **Issue Date** 17 November 2006
  - (ii) **Interest Commencement Date (if different from the Issue Date) :** Not Applicable
  8. **Maturity Date:** 17/11/11 (DD/MM/YY)
  9. **Interest Basis:** See paragraphs 15 to 18 below
  10. **Redemption/Payment Basis:** See paragraph(s) 20 and/or 23 below
  11. **Change of Interest Basis or Redemption/Payment Basis:** See paragraphs 15 to 18 below.
  12. **Put/Call Options:** See paragraph(s) 21 and/or 22 below
  13. **Status of the Notes:** Unsubordinated
  14. **Method of distribution:** Non-syndicated
- PROVISIONS RELATING TO INTEREST (IF ANY) PAYABLE**
15. **Fixed Rate Note Provisions** Not Applicable
  16. **Floating Rate Note Provisions** Not Applicable

- |     |                                      |                |
|-----|--------------------------------------|----------------|
| 17. | <b>Zero Coupon Note Provisions</b>   | Not Applicable |
| 18. | <b>Indexed Note Provisions</b>       | Not Applicable |
| 19. | <b>Dual Currency Note Provisions</b> | Not Applicable |

**PROVISIONS RELATING TO PHYSICAL DELIVERY**

- |     |  |                |
|-----|--|----------------|
| 20. | <b>Physical Delivery Note Provisions</b> | Not Applicable |
|-----|--|----------------|

**PROVISIONS RELATING TO REDEMPTION**

- |     |  |  |
|-----|--|--|
| 21. | <b>Issuer's optional redemption (other than for taxation reasons):</b>   | As determined by the Calculation Agent as provided in the Equity Technical Annex |
| 22. | <b>Redemption at the option of the Noteholders:</b>  | Not Applicable   |
| 23. | <b>Final Redemption Amount of each Note:</b>   | See the Schedule   |
|     | (i) <b>Index/Formula:</b>  | See the Schedule   |
|     | (ii) <b>Calculation Agent responsible for calculating the Final Redemption Amount (if not the Agent):</b>  | As provided in Part 3.I of the Equity Technical Annex                            |
|     | (iii) <b>Provisions for determining the redemption amount where calculation by reference to Index and/or Formula is impossible or impracticable:</b>   | As provided in the Equity Technical Annex  |
| 24. | <b>Early Redemption Amount(s) payable on redemption for taxation reasons or on Event of Default and/or the method of calculating the same (if required or if different from that set out in Condition 6(g)):</b> | Market Value   |
| 25. | <b>Credit Linked Notes provisions</b>  | Not Applicable   |

**GENERAL PROVISIONS APPLICABLE TO THE NOTES**

- |     |   |   |
|-----|---|---|
| 26  | <b>Form of Notes:</b>                     |   |
|     | (i) <b>Form:</b>                          | Temporary global Note exchangeable for a permanent global Notes which is exchangeable for definitive Notes only upon an Exchange Event. |
|     | (ii) <b>New Global Note:</b>              | No  |
| 27. | <b>"Payment Business Day" election in</b> |   |

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- accordance with Condition 5(f) or other special provisions relating to Payment Business Days: Condition 5(f) applies
28. Additional Financial Centre(s) for the purposes of Condition 5(f): Not Applicable
29. Talons for future Coupons or Receipts to be attached to definitive Notes: No
30. Details relating to Partly Paid Notes: amount of each payment comprising the Issue Price and date on which each payment is to be made and consequences of failure to pay: Not Applicable
31. Details relating to Instalment Notes: Not Applicable
32. Redenomination applicable: Redenomination not applicable
33. Clearing System Delivery Period in accordance with Condition 14 of the Terms and Conditions of the Notes (*Notices*): Not Applicable
34. *Masse* (Condition 13 of the French Law Notes): Not Applicable
35. Swiss Paying Agent(s): Not Applicable
36. Portfolio Manager: Not Applicable
37. Other final terms: As specified in the Schedule
38. Governing law: The Notes (and, if applicable, the Receipts and the Coupons) are governed by, and shall be construed in accordance with, English law.

### DISTRIBUTION

39. (i) If syndicated, names and addresses and underwriting commitments of Managers: Not Applicable
- (ii) Date of Syndication Agreement: Not Applicable
- (iii) Stabilising Manager (if any): Not Applicable
40. If non-syndicated, name and address of relevant Dealer: Société Générale  
17, Cours Valmy  
92987 Paris La Défense Cedex  
France
41. Total commission and concession: There is no commission and/or concession paid by the Issuer to the Dealer or the Managers
42. Whether TEFRA D or TEFRA C rules applicable or TEFRA rules not applicable: TEFRA D
43. Additional selling restrictions: Not Applicable

### LISTING AND ADMISSION TO TRADING APPLICATION



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The above Final Terms comprise the final terms required to list and have admitted to trading on the regulated market of the Borsa Italiana S.p.A. (Italian Stock Exchange) this issue of Notes by SGA Société Générale Acceptance N.V. pursuant to its €75,000,000,000 Euro Medium Term Note Programme for which purpose they are hereby submitted.

## RESPONSIBILITY

The Issuer accepts responsibility for the information contained in these Final Terms. Information or summaries of information included herein with respect to the Underlying(s), has been extracted or obtained, as the case may be, from general databases released publicly or by any other available information. The Issuer confirms that such information has been accurately reproduced and that, so far as it is aware and is able to ascertain from information published, no facts have been omitted which would render the reproduced information inaccurate or misleading.

Signed on behalf of the Issuer:

By: Pascal RUELLAND

*Duly authorised*

## PART B – OTHER INFORMATION

### 1. LISTING

- |      |                              |   |
|------|------------------------------|---|
| (i)  | <b>Listing:</b>              | Borsa Italiana S.p.A. (Italian Stock Exchange)<br>regulated market  |
| (ii) | <b>Admission to trading:</b> | Application has been made for the Notes to be admitted to the official list and traded on the regulated market of the Borsa Italiana S.p.A. (Italian Stock Exchange) with effect from or as soon as practicable after the Issue Date. |

### 2. RATINGS

- |                 |  |
|-----------------|--|
| <b>Ratings:</b> | The Notes to be issued have not been rated |
|-----------------|--|

### 3. NOTIFICATION

The competent authority in Luxembourg has provided the *Commissione Nazionale per le Società e la Borsa* (CONSOB), Italy, with a certificate of approval attesting that the Prospectus has been drawn up in accordance with the Prospectus Directive.

### 4. INTERESTS OF NATURAL AND LEGAL PERSONS INVOLVED IN THE ISSUE

Save for any fees payable to the Dealer(s), and except as mentioned below, so far as the Issuer is aware, no person involved in the issue of the Notes has an interest material to the offer.

The Issuer and Société Générale expect to enter into hedging transactions in order to hedge the Issuer's obligations under the Notes. Should any conflicts of interest arise between (i) the responsibilities of Société Générale as Calculation Agent for the Notes and (ii) the responsibilities of Société Générale as counterparty to the above mentioned hedging transactions, the Issuer and Société Générale hereby represent that such conflicts of interest will be resolved in a manner which respects the interests of the Noteholders.

### 5. REASONS FOR THE OFFER, ESTIMATED NET PROCEEDS AND TOTAL EXPENSES

- |       |                                  |   |
|-------|----------------------------------|---|
| (i)   | <b>Reasons for the offer:</b>    | See "Use of Proceeds" wording in Debt Issuance Programme Prospectus |
| (ii)  | <b>Estimated net proceeds:</b>   | Not Applicable  |
| (iii) | <b>Estimated total expenses:</b> | Not Applicable  |

**(iv) Taxes and other expenses**

Taxes charged in connection with the subscription, transfer, purchase or holding of the Notes must be paid by the Noteholders and neither the Issuer nor the Guarantor shall have any obligation in relation thereto; in that respect, Noteholders shall consult professional tax advisers to determine the tax regime applicable to their own situation. Other expenses that may be charged to the Noteholders, *inter alia* by distributors, in relation to the subscription, transfer, purchase or holding of the Notes, cannot be assessed or influenced by the Issuer or the Guarantor and are usually based on the relevant intermediary's business conditions.

**6. YIELD (*Fixed Rate Notes only*)**

Not Applicable

**7. HISTORIC INTEREST RATES (*Floating Rate Notes only*)**

Not Applicable

**8. PERFORMANCE OF INDEX/FORMULA, EXPLANATION OF EFFECT ON VALUE OF INVESTMENT AND ASSOCIATED RISKS AND OTHER INFORMATION CONCERNING THE UNDERLYING (*Indexed Notes only*)**

Under these Notes, the Noteholders will not receive any coupons during the term of the Notes.

At maturity, the Noteholders are entitled to receive an amount totally linked to the performance of the Underlying(s).

The return under these Notes is totally linked to the performance the Underlying(s) : the higher the performance, the higher the return.

The return of these Notes is linked to the performances of the Underlying(s) as calculated on pre-determined Valuation Dates, and regardless of the level such Underlying(s) between these dates. As a result, the Closing Price of the Underlying(s) on these dates will affect the value of the Notes more than any other single factor.

Under these Notes, at maturity, there is no Minimum Redemption Amount: Noteholders are entitled to receive a Final Redemption Amount which may, in case of an adverse evolution of the Underlying(s) during the term of the Notes, be significantly lower than the amount per Note initially invested.

**9. PERFORMANCE OF RATE[S] OF EXCHANGE AND EXPLANATION OF EFFECT ON VALUE OF INVESTMENT (*Dual Currency Notes only*)**

Not Applicable

**POST-ISSUANCE INFORMATION:**

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The Issuer does not intend to provide, on its own initiative, any post-issuance information in relation to the Underlying(s) as specified in the Schedule.

**10. OPERATIONAL INFORMATION**

- (i) **ISIN Code:** XS0274531556
- (ii) **Common Code:** 27453155
- (iii) **Any clearing system(s) other than Euroclear Bank S.A./N.V., Clearstream Banking, *société anonyme* or Euroclear France and the relevant identification number(s):** Not Applicable
- (iv) **Delivery:** Delivery against payment
- (v) **Names and addresses of Additional Paying Agent(s) (if any):** Not Applicable
- (vi) **Intended to be held in a manner which would allow Eurosystem eligibility:** No

**11. Address and contact details of Société Générale for all administrative communications relating to the Notes:**

Société Générale,  
Via Olona n.2,  
20123 Milano  
Italy

Attention: Alexandre VECCHIO

Tel: 00390289632508

Fax: 0039028549206

**12. INFORMATION IN RESPECT OF CERTAIN OFFERS OF NOTES**

Not Applicable

## SCHEDULE FOR EQUITY LINKED NOTES

*(This Schedule forms part of the Final Terms to which it is attached)*

### Part 1:

1.	(i)	<b>Issuer:</b>	SGA Société Générale Acceptance N.V.
	(ii)	<b>Guarantor:</b>	Société Générale
3.		<b>Specified Currency or Currencies</b>	EUR
4.		<b>Aggregate Nominal Amount</b>	
	(i)	<b>Tranche:</b>	300,000 Notes in the denomination of EUR 102.205 each (i.e. EUR 30,661,500)
	(ii)	<b>Series:</b>	300,000 Notes in the denomination of EUR 102.205 each (i.e. EUR 30,661,500)
5.		<b>Issue Price</b>	102.205
6.		<b>Specified Denomination(s)</b>	102.205
7.		<b>Issue Date</b>	17 November 2006
8.		<b>Maturity Date</b>	17/11/11 (DD/MM/YY)
1.(i)		<b>Listing</b>	Borsa Italiana S.p.A. (Italian Stock Exchange) regulated market

### (Part B)

15.		<b>Fixed Rate Note Provisions</b>	Not Applicable
18.		<b>Indexed Note Provisions</b>	Not Applicable
23.		<b>Final Redemption Amount of each Note:</b>	Indexed
	(i)	<b>Index/Formula:</b>	<p>The Issuer shall redeem the Notes on the Maturity Date in accordance with the following formula in respect of each Note:</p> $(0.1 \text{ €} \times S_1) - (5 \times CA)$
37.		<b>Other final terms:</b>	<p>Notwithstanding anything to the contrary in the Equity Technical Annex, the Part 2 – II “Adjustments to Indices” - A <i>Adjustment</i> – (ii) (C) shall be deleted and replaced by the following paragraph :</p> <p>(C) the Index Sponsor (or, if applicable, the Successor Sponsor) permanently cancels the Index and no successor Sponsor exists, then the Calculation Agent shall either calculate the relevant formula used to</p>

determine an amount to be paid as described in the applicable Final Terms using, in lieu of a published level for the Index, the level of that Index as at the Valuation Time on the relevant Valuation Date or Averaging Date, as determined by the Calculation Agent in accordance with the formula for and method of calculating that Index last in effect prior to that change, failure or cancellation, but using only those securities that comprised that Index immediately prior to that change, failure or cancellation (other than those securities that have since ceased to be listed on any relevant Exchange) or replace the Index by a new index, multiplied, if need be, by a linking coefficient allowing to ensure continuity in the evolution of the underlying asset of the Notes, provided that such index is (a) representative of the same economic or geographic sector (as the case may be), and (b) to the extent possible, representative of shares listed on one or more Exchanges of one or more OECD countries.

The Calculation Agent will adjust any relevant terms of the Notes as it determines appropriate to preserve the economic equivalent of the obligations of the Issuer under the Notes.

## **Part 2 (Definitions)**

Terms used in the Formulae above are described in this Part 2.

<b>Valuation Date (0)</b>	09/11/2006
<b>Valuation Date (1)</b>	5 <sup>th</sup> Business Day before the Maturity Date
<b>Underlying</b>	The following Index as defined below:

<b>Index Name</b>	<b>Bloomberg code</b>	<b>Exchange</b>	<b>Website*</b>	<b>Index Sponsor</b>
World Alternative Energy Total Return Index (WAEX)	WAEX Index	Not Applicable	www.sam-group.com www.djindexes.com	Dow Jones Indexes and SAM Group

*The information relating to the past and future performance of the Underlying are available on the website of the Index Sponsor and the volatility can be obtained, upon request, at the specified office of Société Générale (see in address and contact details of Société Générale for all administrative communications relating to the Notes) and at the office of the Agent in Luxembourg.*

<b>Closing Price</b>	As defined in Part 1 of the Equity Technical Annex.
<b>S<sub>0</sub></b>	Closing Price of the Underlying on the Valuation Date(0)
<b>S<sub>1</sub></b>	Closing Price of the Underlying on Valuation Date(1)

CA

$0.1 \text{ €} \times (1\% \times S_0)$

## **Underlying**

Information or summaries of information included herein with respect to the Underlying has been extracted from general databases released publicly or by any other available information. The Issuer confirms that such information has been accurately reproduced and that, so far as it is aware and is able to ascertain from information published, no facts have been omitted which would render the reproduced information inaccurate or misleading.

## **Additional Information**

### **1) Disclaimer:**

"Dow Jones, SAM and their respective affiliates, sources and distribution agents („the index parties“) shall not be liable to Société Générale, any customer or any third party for any loss or damage, direct, indirect or consequential, arising from (i) any inaccuracy or incompleteness in, or delays, interruptions, errors or omissions in the delivery of the index or any data related thereto (the „index data“) or (ii) any decision made or action taken by Société Générale, any customer or third party in reliance upon the index data. None of the index parties shall be liable to Société Générale, its customers or other third parties for loss of business revenues, lost profits or any indirect, consequential, special or similar damages whatsoever, whether in contract, tort or otherwise, even if advised of the possibility of such damages."

None of the Dow Jones parties makes any warranties, express or implied, to Société Générale, any of its customers or any one else regarding the index data, including, without limitation, any warranties with respect to the timeliness, sequence, accuracy, completeness, currentness, merchantability, quality or fitness for a particular purpose of the index data or any warranties as to the results to be obtained by Société Générale, any of its customers or other person in connection with the use of the index data.

The [World Alternative Energy Total Return] Index is calculated by Dow Jones Indexes, a business unit of Dow Jones & Company, Inc. Societe Generale's Certificates based on the [World Alternative Energy Total Return] are not sponsored, endorsed, sold or promoted by Dow Jones, and Dow Jones makes no representation regarding the advisability of trading in such product(s).

### **2) Location where the Prospectus, any Supplements thereto and the Final Terms can be collected or inspected free of charge in Italy:**

Société Générale,

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Via Olona n.2, 20123 Milano  
Italy

and on the following website :

[www.certificate.it](http://www.certificate.it)

- 3) Only for the listing purposes on the Borsa Italiana S.p.A., all the transactions of these Notes negotiated on the SeDeX market of Borsa Italiana S.p.A. in the accounts opened directly or indirectly by the market members in Monte Titoli, will be settled in Monte Titoli.
- 4) In accordance with the paragraph 23 of the Final Terms, the Final Redemption Amount shall be redeemed automatically by the Issuer on the Maturity Date. However, each Noteholder shall have the right to waive the Final Redemption Amount redeemed on the Maturity Date by giving written and legally signed notice (the "Notice") on the first Business Day immediately following the Valuation Date (1) ( the "Notice Date") to the Agent (with a copy to the Calculation Agent and BNP Paribas, Milan) prior to 10.00 a.m. (Luxembourg time) in the form set out below in the Annex 1.

If no instruction is received on the Notice Date or the Notice is received after 10.00 a.m. (Luxembourg time) on the Notice Date, the Final Redemption Amount shall be redeemed automatically by the Issuer on the Maturity Date.

Delivery of Notice (whether in writing or by fax) shall constitute an irrevocable election and undertaking by the relevant Noteholder to waive the Final Redemption Amount.

For the purpose of this paragraph, "Business Day" means a day on which the Calculation Agent is open for business in Paris and commercial banks are open for general business in Luxembourg and Milan.

- 5) For the purpose of this issue the selling restrictions relating to Italy indicated in the Debt Issuance Programme Prospectus in the paragraph Subscription and Sale are not applicable.

## TAXATION

*Purchasers of Certificates may be required to pay taxes and other charges in accordance with the laws and practices of the country of purchase in addition to the issue price of each Certificate.*

**TRANSACTIONS INVOLVING CERTIFICATES MAY HAVE TAX CONSEQUENCES FOR POTENTIAL PURCHASERS WHICH MAY DEPEND, AMONGST OTHER THINGS, UPON THE STATUS OF THE POTENTIAL PURCHASER AND LAWS RELATING TO TRANSFER AND REGISTRATION TAXES. POTENTIAL PURCHASERS WHO ARE IN ANY DOUBT ABOUT THE TAX POSITION OF ANY ASPECT OF TRANSACTIONS INVOLVING CERTIFICATES SHOULD CONSULT THEIR OWN TAX ADVISERS.**

### **Taxation in the Republic of Italy**

*The following is a summary of current Italian law and practise relating to the taxation of the Certificates. The statements herein regarding taxation are based on the laws in force in Italy as at the date of these Final Terms and are subject to any changes in law occurring after such date, which changes could be made on a retroactive basis. The*



following summary does not purport to be a comprehensive description of all the tax considerations which may be relevant to a decision to subscribe for, purchase, own or dispose of the Certificates and does not purport to deal with the tax consequences applicable to all categories of investors, some of which (such as dealers in securities or commodities) may be subject to special rules.

Legislative Decree No. 344 of 12 December 2003 published in the Italian Official Gazette of 16 December 2003 No. 291 (Ordinary Supplement No. 190), effective as of 1 January 2004, introduced the reform of taxation of corporations and of certain financial income amending the Italian Income Taxes Consolidated Code.

Legislative Decree No. 247 of 19 November 2005 (known as the "Correttivo IRES") published in the Italian Official Gazette No. 280 of 1 December 2005, amended Decree No. 344 on certain provisions related to the taxation of corporations and of certain financial income.

Prospective purchasers are advised to consult their own tax advisers concerning the overall tax consequences of their interest in the Certificates.

### **Italian taxation of Certificates**

Pursuant to Article 67 of Presidential Decree No. 917 of 22 December 1986 and Legislative Decree No. 461 of 21 November 1997, as subsequently amended, where the Italian resident Certificateholder is (i) an individual not engaged in an entrepreneurial activity to which the Certificates are connected, (ii) a non-commercial partnership, (iii) a non-commercial private or public institution, or (iv) an investor exempt from Italian corporate taxation, capital gains received under the sale or the exercise of the Certificates are subject to a 12.5% substitute tax (*imposta sostitutiva*). The recipient may opt for three different taxation criteria:

Under the tax declaration regime (*regime della dichiarazione*), which is the default regime for Italian resident individuals not engaged in an entrepreneurial activity to which the Certificates are connected, the *imposta sostitutiva* on capital gains will be chargeable, on a cumulative basis, on all capital gains, net of any incurred capital loss, realised by the Italian resident individual holding the Certificates not in connection with an entrepreneurial activity pursuant to all sales or redemptions of the Certificates carried out during any given tax year. Italian resident individuals holding the Certificates not in connection with an entrepreneurial activity must indicate the overall capital gains realised in any tax year, net of any relevant incurred capital loss, in the annual tax return and pay the *imposta sostitutiva* on such gains together with any balance of income tax due for such year. Capital losses in excess of capital gains may be carried forward against capital gains realised in any of the four succeeding tax years.

As an alternative to the tax declaration regime, Italian resident individuals holding the Certificates not in connection with an entrepreneurial activity may elect to pay the *imposta sostitutiva* separately on capital gains realised on each sale or redemption of the Certificates (the "*risparmio amministrato*" regime). Such separate taxation of capital gains is allowed subject to (i) the Certificates being deposited with Italian banks, SIMs or certain authorised financial intermediaries and (ii) an express election for the *risparmio amministrato* regime being timely made in writing by the relevant Certificateholder. The depository is responsible for accounting for *imposta sostitutiva* in respect of capital gains realised on each sale or redemption of the Certificates (as well as in respect of capital gains realised upon the revocation of its mandate), net of any incurred capital loss, and is required to pay the relevant amount to the Italian tax authorities on behalf of the taxpayer, deducting a corresponding amount from the proceeds to be credited to the Certificateholder or using funds provided by the Certificateholder for this purpose. Under the *risparmio amministrato* regime, where a sale or redemption of the Certificates results in a capital loss, such loss may be deducted from capital gains subsequently realised, within the same securities management, in the same tax year or in the following tax years up to the fourth. Under the *risparmio amministrato* regime, the Certificateholder is not required to declare the capital gains in the annual tax return.

Any capital gains realised by Italian resident individuals holding the Certificates not in connection with an entrepreneurial activity who have entrusted the management of their financial assets, including the Certificates, to an authorised intermediary and have opted for the so-called "*risparmio gestito*" regime will be included in the computation of the annual increase in value of the managed assets accrued, even if not realised, at year end, subject to a 12.5 per cent. substitute tax, to be paid by the managing authorised intermediary. Under this *risparmio gestito*

regime, any depreciation of the managed assets accrued at year end may be carried forward against increase in value of the managed assets accrued in any of the four succeeding tax years. Under the *risparmio gestito* regime, the Certificateholder is not required to declare the capital gains realised in the annual tax return.

Where an Italian resident Certificateholder is a company or similar commercial entity, or the Italian permanent establishment of a foreign commercial entity to which the Certificates are effectively connected, capital gains arising from the Certificates will not be subject to *imposta sostitutiva*, but must be included in the relevant Certificateholder's income tax return and are therefore subject to Italian corporate tax (IRES).

Capital gains realised by non-Italian resident Certificateholders are not subject to Italian taxation, provided that the Certificates are held outside of Italy.

### ***Atypical securities***

In accordance with a different interpretation of current tax law, it is possible that the Certificates would be considered as "atypical" securities pursuant to Article 8 of Law Decree No. 512 of 30 September 1983 as implemented by Law No. 649 of 25 November 1983. In this event, payments relating to Certificates may be subject to an Italian withholding tax, levied at the rate of 27 per cent.

The 27 per cent. withholding tax mentioned above does not apply to payments made to a non-Italian resident Certificateholder and to an Italian resident Certificateholder which is (i) a company or similar commercial entity (including the Italian permanent establishment of foreign entities), (ii) a commercial partnership, or (iii) a commercial private or public institution.

### ***EU Savings Directive***

Under EC Council Directive 2003/48/EC on the taxation of savings income (**EU Savings Directive**), Member States are required, from 1 July 2005, to provide to the tax authorities of another Member State details of payments of interest (or similar income) paid by a person within its jurisdiction to an individual resident in that other Member State. However, for a transitional period, Belgium, Luxembourg and Austria are instead required (unless during that period they elect otherwise) to operate a withholding system in relation to such payments (the ending of such transitional period being dependent upon the conclusion of certain other agreements relating to information exchange with certain other countries). A number of non-EU countries and territories including Switzerland have agreed to adopt similar measures (a withholding system in the case of Switzerland) with effect from the same date.

### ***Implementation in Italy of the EU Savings Directive***

Italy has implemented the EU Savings Directive through Legislative Decree No. 84 of 18 April 2005 (**Decree No. 84**). Under Decree No. 84, subject to a number of important conditions being met, in the case of interest paid starting from 1 July 2005 to individuals which qualify as beneficial owners of the interest payment and are resident for tax purposes in another Member State, Italian qualified paying agents shall not apply the withholding tax and shall report to the Italian Tax Authorities details of the relevant payments and personal information on the individual beneficial owner. Such information is transmitted by the Italian Tax Authorities to the competent foreign tax authorities of the State of residence of the beneficial owner.

ANNEX 1

**FORM OF NOTICE**

**From** : [name and address of the Noteholder]  
**To** : Agent – Société Générale Bank & Trust, Luxembourg  
**Copy to** : Société Générale and BNP PARIBAS Milan

**SGA SOCIETE GENERALE ACCEPTANCE N.V.**

**Issue of 300,000 Certificates in an aggregate principal amount  
of EUR 30,661,500 Notes due 17 November 2011  
ISIN CODE : XS0274531556  
unconditionally and irrevocably guaranteed by Société Générale  
under the €75,000,000,000 Euro Medium Term Note Programme**

**(the "Notes")**

Words and expressions defined in the terms and conditions of the Notes as set out in the Debt Issuance Programme Prospectus dated August 1<sup>st</sup>, 2006 and the Final Terms dated November 15, 2006 (the "Conditions") relating to the present issue of Notes shall have the same meanings where used herein (unless the context otherwise requires).

**When completed, this Notice should be sent by the Noteholder to the Agent with a copy to the Calculation Agent and BNP PARIBAS Milan on the Notice Date prior to 10.00 a.m (Luxembourg time).**

If no instruction is received on the Notice Date or the Notice is received after 10.00 a.m. (Luxembourg time) on the Notice Date, the Final Redemption Amount shall be redeemed automatically by the Issuer on the Maturity Date.

Any notice which is not duly completed in accordance with the Conditions shall be deemed to be null and void.

Delivery of Notice (whether in writing or by fax) shall constitute an irrevocable election and undertaking by the relevant Noteholder to waive the Final Redemption Amount.

**AGENT : Société Générale Bank & Trust, 11 Avenue Emile Reuter L-2420 Luxembourg. Telephone: (352) 47 93 11 632 - fax: (352) 24 15 75**

Attention: Agencies Services (TITR/CLE/SFI)

**CALCULATION AGENT : Société Générale, Tour Société Générale – 92987 Paris-La Défense.  
Attention : OPER/DAI/BAC/COR/PRI/SPE**

CONFORMED COPY

Swift: SOGEFRPPHCM  
(with copy to the following fax n. 0033-1- 42 13 32 23)

**and**

BNP Paribas, Milano  
To the attention to Paola Cremonesi  
Telex: 335628PARBMI  
Swift: PARBITMM  
(with copy to the following fax n. 0039-2-72474210)

CONFORMED COPY

**Name of the Noteholder** :

**Address of the Noteholder** :

**Phone number of the Noteholder** :

**Fax number of the Noteholder** :

**Contact name** :

With this Notice we waive irrevocably the Final Redemption Amount as determined by the Calculation Agent in accordance with the provisions of the Conditions as defined above relating to the present issue of Notes.

ISIN Code:

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Account Number:

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Market Member :

---

Series of Notes:

---

Number of Notes:

---

Address :

---

Signature of the Noteholder

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## TERMS AND CONDITIONS OF THE ENGLISH LAW NOTES AND THE REGISTERED NOTES

*The following, together with the Technical Annex (if applicable), are the Terms and Conditions of the Notes to be issued under English law, which will be incorporated by reference into each global Note and each definitive Note, in the latter case only if permitted by the relevant stock exchange or other relevant authority (if any) and agreed by the relevant Issuer and the relevant Purchaser(s) at the time of issue but, if not so permitted and agreed, such definitive Note will have endorsed upon or attached thereto such Terms and Conditions. The following Terms and Conditions will, whenever the context so permits, also apply to Registered Notes. The applicable Final Terms in relation to any Tranche of Notes may specify other terms and conditions which shall, to the extent so specified or to the extent inconsistent with the following Terms and Conditions, replace or modify the following Terms and Conditions for the purpose of such Notes (including, for the avoidance of doubt, Registered Notes). The applicable Final Terms (or the relevant provisions thereof) will be endorsed on, attached to or incorporated by reference in, each temporary global Note, permanent global Note and definitive Note and shall apply as aforesaid to Registered Notes. Reference should be made to "Form of the Notes" above for a description of the content of Final Terms which will specify which of such terms is to apply in relation to the relevant Notes.*

This Note is one of a Series (as defined below) of Notes issued with the benefit of the Agency Agreement (defined below). References herein to the **Issuer** shall be references to the party specified as such in the applicable Final Terms (as defined below) and, in the case of any substitution of the Issuer in accordance with Condition 13, the **Substituted Debtor** as defined in Condition 13. References herein to the **Notes** shall be references to the Notes of this Series and shall mean:

- (i) in relation to any Note(s) represented by a global Note, units of the lowest Specified Denomination in the Specified Currency of issue;
- (ii) definitive Notes issued in exchange for a global Note;
- (iii) any global Note; and
- (iv) any Registered Note(s) (as defined below).

The Notes, the Receipts and the Coupons (each as defined below) have the benefit of an amended and restated agency agreement dated 1 August 2006 (the **Agency Agreement**, which expression includes the same as it may be updated or supplemented from time to time) and made between, *inter alios*, the Issuer, the Guarantor (as defined below), Société Générale Bank & Trust as issuing and principal paying agent and, if so specified in the applicable Final Terms, as calculation agent (the **Agent** and the **Calculation Agent** respectively, which expression shall include any additional or successor agent or any other calculation agent specified in the applicable Final Terms) and the other paying agents named therein (together with the Agent, the **Paying Agents**, which expression shall include any additional or successor paying agents).

In connection with Registered Notes, unless the context otherwise requires and except insofar as the terms defined in the Agency Agreement are incorporated by reference herein, any reference herein to the Agency Agreement will be construed, *mutatis mutandis*, as a reference to the agency agreement(s) entered into with respect to such Registered Notes (and references herein to the Agent, the Paying Agent(s) or the Calculation Agent shall be construed accordingly).

Any issue of SIS Notes (as defined below) will have the benefit of a Swiss paying agency agreement (the **Swiss Paying Agency Agreement**, which expression shall be construed as a reference to any such agreement as the same may be amended, supplemented or restated from time to time) between the Issuer, the Guarantor, the Paying Agents, the Principal Swiss Paying Agent and the other Swiss Paying Agents (if any) (the **Principal Swiss Paying Agent** and the **Swiss Paying Agents**, respectively). The form of the Swiss Paying Agency Agreement is annexed to the Agency Agreement.

Interest bearing definitive Notes (unless otherwise indicated in the applicable Final Terms) have interest coupons (**Coupons**) and, if indicated in the applicable Final Terms, talons for further Coupons (**Talons**) attached on issue. Any reference herein to "Coupons" or "coupons" shall, unless the context otherwise requires, be deemed to include a reference to "Talons" or "talons". Definitive Notes repayable in instalments have receipts (**Receipts**) for the payment of the instalments of principal (other than the final instalment) attached on issue. Global Notes do not have Receipts, Coupons or Talons attached on issue.

Any reference herein to **Noteholders** or **holders** in relation to any Notes shall mean the holders of the Notes, and shall, in relation to any Notes represented by a global Note held on behalf of Euroclear Bank S.A./N.V., as operator of the Euroclear System (**Euroclear**) and/or Clearstream Banking, *société anonyme*, Luxembourg (**Clearstream, Luxembourg**), and shall, in relation to Registered Notes, be construed as provided below. Any reference herein to **Receiptholders** shall mean the holders of the Receipts and any reference herein to **Couponholders** shall mean the holders of the Coupons and shall, unless the context otherwise requires, include the holders of the Talons.

The Issuer may issue Notes in uncertificated and dematerialised book-entry form (**Registered Notes**). The holder of a Registered Note will be the person appearing in the relevant register in accordance with the legislation, rules and regulations applicable to, and/or issued by, the relevant securities depository and clearing institution and the term "**Noteholder**" shall be construed accordingly. Registered Notes will only be transferable in accordance with such legislation, rules and regulations.

Any references in these Terms and Conditions to "Coupons", "Talons" or "Receipts" shall not apply to Registered Notes.

Any reference herein to "Euroclear" and/or "Clearstream, Luxembourg" shall, whenever the context so permits, be deemed to include a reference to any additional or alternative clearing system specified in the applicable Final Terms (including, without limitation, Euroclear France and the *Intermédiaires financiers habilités* authorised to maintain accounts therein (together **Euroclear France**), SIS SEGAINTERSETTLE AG, The Swiss Securities Services Corporation (**SIS**) or any other clearing institution acceptable to the SWX Swiss Exchange (the **SWX**) and, in relation to Registered Notes, the relevant securities depository and clearing institution, including, without limitation, the Swedish Central Securities Depository & Clearing Organisation, VPC AB (**VPC**) and the Finnish Central Securities Depository Ltd. (**APK**)), approved by the Issuer, the Guarantor, the Agent and, in the case of Notes listed on the Luxembourg Stock Exchange, the Luxembourg Stock Exchange.

The final terms for this Note (or other relevant provisions thereof) are set out in Part A of the Final Terms that are endorsed on, attached to, incorporated by reference in or, in the case of Registered Notes, prepared in connection with, this Note and which supplement these terms and conditions (the **Terms and Conditions** or the **Conditions**). If this is a Registered Note, the applicable Final Terms shall be deemed to apply to this Note. The applicable Final Terms (or other relevant provisions thereof) supplement these Terms and Conditions and may specify other terms and conditions which shall, to the extent so specified or to the extent inconsistent with these Terms and Conditions, replace or modify these Terms and Conditions for the purposes of this Note (including, for the avoidance of doubt, any Registered Note). References herein to the **applicable Final Terms** are to Part A of the Final Terms (or other relevant provisions thereof) and, if applicable, the Schedule to the Final Terms which are endorsed on, attached to, incorporated by reference in or, in the case of Registered Notes, prepared in connection with, this Note.

As used herein, **Tranche** means Notes which are identical in all respects and **Series** means a Tranche of Notes together with any further Tranche or Tranches of Notes which are (a) expressed to be consolidated and form a single series and (b) identical in all respects except for their respective Issue Dates, Interest Commencement Dates and/or Issue Prices.

Copies of the Agency Agreement, the Swiss Paying Agency Agreement (where applicable), the Guarantee, a portfolio management deed entered into by by SGAM Alternative Investments and BAREP - Banque de Réescompte et de Placement on 1 August 2006 (the **Portfolio Management Deed**) and the Deed of Covenant are available for inspection during normal business hours at the specified office of each of the Paying

Agents. Copies of the applicable Final Terms are available for viewing at [www.bourse.lu](http://www.bourse.lu) and copies may be obtained from the head office of the relevant Issuer and the specified offices of the Paying Agents save that, if this Note is a Private Placement Note (as defined below), the applicable Final Terms will only be obtainable by a Noteholder holding one or more such Notes and such Noteholder must produce evidence satisfactory to the relevant Issuer or Paying Agent as to its holding of such Notes and identity. The Noteholders, the Receiptholders and the Couponholders are deemed to have notice of, and are entitled to the benefit of, all the provisions of the Agency Agreement, the Swiss Paying Agency Agreement (where applicable) the Guarantee (where applicable), the Deed of Covenant and the applicable Final Terms which are applicable to them. The statements in the Conditions include summaries of, and are subject to, the detailed provisions of the Agency Agreement and, if applicable, the Swiss Paying Agency Agreement. In this paragraph, **Private Placement Note** means any Note that is not (i) offered to the public in the EEA for the purposes of Article 3.1 of Directive 2003/71/EC (the **Prospectus Directive**) (except as specified under Article 3.2 of the Prospectus Directive) or (ii) admitted to trading in the EEA for the purposes of Article 3.3 of the Prospectus Directive.

Words and expressions defined in the Agency Agreement or used in the applicable Final Terms shall have the same meanings where used in these Terms and Conditions unless the context otherwise requires or unless otherwise stated and provided that, in the event of any inconsistency between the Agency Agreement and the applicable Final Terms, the applicable Final Terms will prevail.

In relation to Notes held on behalf of Euroclear and/or Clearstream, Luxembourg, the Noteholders, the Receiptholders and the Couponholders are entitled to the benefit of the deed of covenant (the **Deed of Covenant**) dated 1 August 2006 and made by the Issuer. The original of the Deed of Covenant is held by the common depositary for Euroclear and Clearstream, Luxembourg.

In these Terms and Conditions, the **Guarantor** shall mean Société Générale in its capacity as guarantor in respect of any Notes issued by SGA Société Générale Acceptance N.V. and SG Option Europe. Accordingly, references herein to the Guarantor are applicable only in the context of such Notes.

## **1. Form, Denomination and Title**

The Notes, except for Registered Notes, are in bearer form, and, in the case of definitive Notes, serially numbered, in the Specified Currency and the Specified Denomination(s) specified in the applicable Final Terms. Notes of one Specified Denomination may not be exchanged for Notes of another Specified Denomination.

Registered Notes are in uncertificated and dematerialised book-entry form. No global or definitive Notes will be issued in respect of Registered Notes and these Terms and Conditions shall be construed accordingly. Registered Notes will be transferable only in accordance with the legislation, rules and regulations applicable to, and/or issued by, the relevant central securities depositary and clearing institution. Title to Registered Notes will pass by registration in the register that the Issuer will procure to be kept by a central securities depositary and clearing institution on behalf of the Issuer. Where a nominee is so evidenced it shall be treated as the holder of the relevant Registered Notes.

A Note which is, or is intended to be, deposited with SIS and cleared through SIS (an **SIS Note**), must fulfil the following criteria in order to be exempt from certification under U.S. Treasury regulations:

- (a) interest on, and the principal of, the SIS Notes are denominated only in Swiss Francs;
- (b) interest on, and the principal of, the SIS Notes are payable only in Switzerland;
- (c) the SIS Notes are offered and sold in accordance with Swiss customary practice and documentation;
- (d) the relevant Dealers agree to use reasonable efforts to sell the SIS Notes within Switzerland;
- (e) the SIS Notes are not listed, or subject to an application for listing, on an exchange located outside Switzerland;



- (f) the issuance of the SIS Notes is subject to guidelines or restrictions imposed by Swiss governmental, banking or securities authorities; and
- (g) more than 80 per cent. by value of the SIS Notes included in the offering of which they are part are offered and sold to non-Dealers by Dealers maintaining an office located in Switzerland.

This Note is a Fixed Rate Note, a Floating Rate Note, a Zero Coupon Note, an Indexed Note, a Fixed/Floating Rate Note, a Physical Delivery Note, a Dual Currency Note or a Partly Paid Note or a combination of any of the foregoing, depending upon the Interest/Payment/Redemption Basis shown in the applicable Final Terms, or such other type of Note as indicated in the applicable Final Terms. Notes issued by Société Générale are also either Subordinated Notes or Unsubordinated Notes as indicated in the applicable Final Terms. All Notes issued by SGA Société Générale Acceptance N.V. and SG Option Europe will be described as "Unsubordinated" in the Final Terms applicable to such Notes.

Any reference herein to **Physical Delivery Notes** shall mean Notes in respect of which an amount of principal and/or interest is payable and/or (by reference to an underlying equity, bond, other security or such other asset as may be specified in the applicable Final Terms (the **Underlying Assets**)) a Physical Delivery Amount (being the number of Underlying Assets plus/minus any amount due to/from the Noteholder in respect of each Note) is deliverable and/or payable, in each case by reference to one or more Underlying Assets as the relevant Issuer and the relevant Purchaser(s) may agree and as indicated in the applicable Final Terms.

Notes in definitive form are issued with Coupons attached, unless they are Zero Coupon Notes in which case references to Coupons and Couponholders in these Terms and Conditions are not applicable.

In the case of SIS Notes except as provided herein, no printing of definitive Notes, Receipts or Coupons will occur. SIS Noteholders, therefore, do not have the right to request the printing and delivery of individual definitive Notes, Receipts or Coupons. If the relevant lead manager (in the case of any SIS Notes which are listed on the SWX) or the Principal Swiss Paying Agent (in the case SIS Notes not listed as aforesaid) deems the printing of definitive Notes, Receipts or Coupons to be necessary or useful, or if the presentation of definitive Notes, Receipts or Coupons is required by Swiss or foreign laws in connection with enforcement of rights (including in cases of bankruptcy, consolidation or reorganisation of the Issuer), the Principal Swiss Paying Agent will undertake to provide for the printing of such definitive Notes, Receipts and Coupons at the expense of the Issuer and without cost to the relevant Noteholders. The Issuer will irrevocably authorise the Principal Swiss Paying Agent to provide for such printing on its behalf. In the case of SIS Notes, until such time as definitive Notes, Receipts and Coupons have been issued (if any), the expressions "Notes", "Receipts" and "Coupons" shall mean and include co-ownership under the permanent global Note and the expressions "Noteholder", "Receiptholder" and "Couponholder" shall mean and include any person entitled to co-ownership and further benefit under the permanent global Note.

Subject as set out below, title to the Notes (except Registered Notes), Receipts and Coupons will pass by delivery. Subject as set out below, and except in the case of Registered Notes, the Issuer, the Guarantor and any Paying Agent will (except as otherwise required by law) deem and treat the bearer of any Note, Receipt or Coupon as the absolute owner thereof (whether or not overdue and notwithstanding any notice of ownership or writing thereon or notice of any previous loss or theft thereof) for all purposes but, in the case of any global Note, without prejudice to the provisions set out in the next succeeding paragraph.

For so long as any of the Notes (other than SIS Notes) is represented by a global Note held on behalf of Euroclear and/or Clearstream, Luxembourg or is a Registered Note, each person (other than Euroclear or Clearstream, Luxembourg or, in respect of Registered Notes, the relevant securities depositary and clearing institution) who is for the time being shown in the records of Euroclear and/or Clearstream, Luxembourg and/or, in respect of Registered Notes, in the register of the relevant securities depositary and clearing institution, as the holder of a particular nominal amount of such Notes (in which regard any certificate or other document issued by Euroclear or Clearstream, Luxembourg or, in respect of Registered Notes, the relevant securities depositary and clearing institution as to the nominal amount of Notes standing to the account of any person shall be conclusive and binding for all purposes save in the case of manifest error) shall be treated by the Issuer, the

Guarantor and any Paying Agent as the holder of such nominal amount of such Notes for all purposes other than (in the case only of Notes not being Registered Notes) with respect to the payment of principal or interest on such nominal amount of such Notes, for which purpose the bearer of the relevant global Note shall be treated by the Issuer, the Guarantor and any Paying Agent as the holder of such nominal amount of such Notes in accordance with and subject to the terms of the relevant global Note (and the expressions "Noteholder" and "holder of Notes" and related expressions shall be construed accordingly).

Notes which are represented by a global Note held on behalf of Euroclear and/or Clearstream, Luxembourg will be transferable only in accordance with the rules and procedures for the time being of Euroclear or Clearstream, Luxembourg, as the case may be. In the case of SIS Notes, each Noteholder retains co-ownership in the permanent global Note to the extent of his claim against the Issuer.

## 2. Status of the Notes and Guarantee

### (a) *In the case of Unsubordinated Notes issued by Société Générale*

**Unsubordinated Notes** issued by Société Générale are direct, unconditional and (subject to Condition 3) unsecured and unsubordinated obligations of the Issuer and (subject as aforesaid) rank *pari passu* with all other present and future direct, unconditional, unsecured and unsubordinated obligations of the Issuer (except any such obligations as are preferred by law) and *pari passu* and rateably without any preference or priority among themselves.

### (b) *In the case of Subordinated Notes issued by Société Générale*

#### (i) *General*

**Subordinated Notes** (which term shall include both Subordinated Notes (as described in this Condition 2(b)(i)) with a specified maturity date (**Dated Subordinated Notes**) as well as Subordinated Notes (as described in this Condition 2(b)(i)) without a specified maturity date (**Undated Subordinated Notes**)) issued by Société Générale, will be direct, unconditional, unsecured and subordinated obligations of the Issuer and rank *pari passu* without any preference among themselves and *pari passu* with any other present and future direct, unconditional, unsecured and subordinated obligations of the Issuer with the exception of the *prêts participatifs* granted to the Issuer and the *titres participatifs* issued by the Issuer. If any judgment is rendered by any competent court declaring the judicial liquidation (*liquidation judiciaire*) of the Issuer or if the Issuer is liquidated for any other reason, the rights of payment of the holders of Subordinated Notes issued by Société Générale shall be subordinated to the payment in full of unsubordinated creditors (including depositors) and, subject to such payment in full, the holders of such Subordinated Notes shall be paid in priority to any *prêts participatifs* granted to the Issuer and any *titres participatifs* issued by it. In the event of incomplete payment of unsubordinated creditors, the obligations of the Issuer in connection with Subordinated Notes issued by Société Générale will be terminated. The holders of such Subordinated Notes shall take all steps necessary for the orderly accomplishment of any collective proceedings or voluntary liquidation.

#### (ii) *In the case of Dated Subordinated Notes issued by Société Générale*

Unless otherwise specified in the applicable Final Terms, in the case of Dated Subordinated Notes issued by Société Générale, payments of interest constitute obligations which rank equally with the obligations of Société Générale in respect of Unsubordinated Notes issued by Société Générale in accordance with Condition 2(a).

#### (iii) *In the case of Undated Subordinated Notes issued by Société Générale*

In the case of Undated Subordinated Notes issued by Société Générale, the payment of interest may be deferred in accordance with the provisions of Condition 4(g) of the Terms and Conditions of the relevant Notes.

The proceeds of issues of Undated Subordinated Notes issued by Société Générale may be used for offsetting losses of Société Générale and, thereafter, to allow it to continue its activities in accordance with French banking regulations. The proceeds of such issues will be classed amongst the funds of Société Générale in accordance with Article 4(c) of *Règlement* No. 90-02 of the *Réglementation bancaire et financière*. This provision does not in any way affect any French law applicable to accounting principles relating to allocation of losses nor the duties of shareholders and does not in any way affect the rights of the Noteholders and (if applicable), Receiptholders or Couponholders to receive payments of principal and interest under the Notes and (if applicable), Receipts or Coupons in accordance with these Terms and Conditions.

(c) *In the case of Notes issued by SGA Société Générale Acceptance N.V. and SG Option Europe*

Notes issued by SGA Société Générale Acceptance N.V. and SG Option Europe are direct, unconditional and (subject to Condition 3) unsecured and unsubordinated obligations of the Issuer and will rank *pari passu* without any preference among themselves and (subject to such exceptions as from time to time exist under applicable law) at least *pari passu* with all other outstanding direct, unconditional, unsecured and unsubordinated obligations of the Issuer, present and future.

(d) *Guarantee in the case of Notes issued by SGA Société Générale Acceptance N.V. and SG Option Europe*

The due and punctual payment of any amounts due by the Issuer in respect of the Notes issued by SGA Société Générale Acceptance N.V. and SG Option Europe and, where applicable, the payment and/or delivery of any Physical Delivery Amount by the Issuer in respect of such Unsubordinated Notes is unconditionally and irrevocably guaranteed by the Guarantor as provided in the deed of guarantee dated 1 August 2006 (the **Guarantee**). The Guarantee constitutes a direct, unconditional, unsecured and general obligation of the Guarantor and ranks and will rank *pari passu* with all other existing and future direct, unconditional, unsecured and general obligations of the Guarantor, including those in respect of deposits, but excluding any debts for the time being preferred by law and senior to any subordinated obligations. In the event of any default by SGA Société Générale Acceptance N.V. or SG Option Europe in (i) the due and punctual payment of all or any part of any of the above-mentioned amounts or (ii) the payment and/or delivery of any Physical Delivery Amount by the Issuer, the Guarantor will make such payment or, where applicable, the payment and/or delivery of such Physical Delivery Amount on demand and as if such payment or payment and/or delivery of such Physical Delivery Amount, as the case may be, were made by the Issuer.

### 3. Negative Pledges

(a) *Negative Pledge in the case of Unsubordinated Notes issued by, or Notes guaranteed by, Société Générale*

So long as any Notes issued by, or guaranteed by, Société Générale, or any Receipts or Coupons relating thereto, remain outstanding, Société Générale will not create or permit to exist any mortgage, charge, pledge, lien (other than a lien arising solely by operation of law in the ordinary course of business) or other encumbrance upon the whole or any part of its undertaking, assets or revenues to secure any loan or other indebtedness in the form of, or represented by, negotiable securities such as bonds, notes or debentures (*obligations*), certificates of deposit, cash certificates (including without limitation *bons de caisse*), or other negotiable securities issued before, on or after the Issue Date of the first Tranche of such Notes or any guarantee in respect thereof unless such Notes and any relevant Receipts or Coupons shall forthwith be secured equally and rateably therewith. This Condition 3(a) does not apply in respect of Subordinated Notes issued by Société Générale.

(b) *Negative Pledge in the case of Notes issued by SGA Société Générale Acceptance N.V. and SG Option Europe*

So long as any Notes issued by SGA Société Générale Acceptance N.V. or SG Option Europe, as applicable, or any Receipts or Coupons relating thereto, remain outstanding, the relevant Issuer will not secure

or allow to be secured any loan, debt or other obligation in respect of borrowed moneys (including an obligation under a guarantee) by any lien, mortgage, pledge or other charge upon any of its present or future assets or revenues (other than fixed assets or revenues therefrom) without at the same time equally and rateably securing such Notes and any Receipts or Coupons by such lien, mortgage, pledge or charge or equivalent security therefor.

#### **4. Interest**

##### **(a) *Interest on Fixed Rate Notes***

Unless otherwise specified in the applicable Final Terms, each Fixed Rate Note bears interest on its outstanding nominal amount (or, if it is a Partly Paid Note, in accordance with Condition 4(e)) from (and including or, in respect of VPC Registered Notes, but excluding) the Interest Commencement Date specified in the applicable Final Terms at the rate(s) per annum equal to the Rate(s) of Interest. Interest will be payable in arrear on the Interest Payment Date(s) in each year up to (and including) the Maturity Date.

Except as provided in the applicable Final Terms, the amount of interest payable on each Interest Payment Date in respect of the Interest Period (defined below) ending on (but excluding or, in respect of VPC Registered Notes, and including) such date will amount to the Fixed Coupon Amount. Payments of interest on any Interest Payment Date will, if so specified in the applicable Final Terms, amount to the Broken Amount so specified.

If interest is required to be calculated for a period ending other than on an Interest Payment Date or if no Fixed Coupon Amount is specified in the applicable Final Terms, such interest shall be calculated by applying the Rate of Interest to each Specified Denomination (or if it is a Partly Paid Note, in accordance with Condition 4(e)), multiplying such sum by the applicable Day Count Fraction (defined below), unless otherwise specified in the applicable Final Terms, and rounding the resultant figure to the nearest sub-unit (defined below) of the relevant Specified Currency, half of any such sub-unit being rounded upwards or otherwise as specified in the applicable Final Terms.

##### **(b) *Interest on Floating Rate Notes and Indexed Notes***

###### **(i) *Interest Payment Dates***

Unless otherwise specified in the applicable Final Terms, each Floating Rate Note and Indexed Note (which term shall in these Terms and Conditions include, without limitation, any Equity Linked Note, Commodity Linked Note, Credit Linked Note or Managed Assets Portfolio Linked Note to which the Technical Annex to these Terms and Conditions applies, as specified in the applicable Final Terms) bears interest on its outstanding nominal amount (or, if it is a Partly Paid Note, in accordance with Condition 4(e)) from (and including or, in respect of VPC Registered Notes, but excluding) the Interest Commencement Date specified in the applicable Final Terms and such interest will be payable in arrear on either:

- (A) the Interest Payment Date(s) in each year specified in the applicable Final Terms; or
- (B) if no Interest Payment Date(s) is/are specified in the applicable Final Terms, each date (each such date, together with each Interest Payment Date specified in the applicable Final Terms an **Interest Payment Date**) which falls the number of months or other period specified as the Specified Period in the applicable Final Terms after the preceding Interest Payment Date or, in the case of the first Interest Payment Date, after the Interest Commencement Date.

If a Business Day Convention is specified in the applicable Final Terms and (x) if there is no numerically corresponding day in the calendar month in which an Interest Payment Date should occur or (y) if any Interest Payment Date would otherwise fall on a day which is not a Business Day, then, if the Business Day Convention specified is:

- (A) in any case where Specified Periods are specified in accordance with Condition 4(b)(i)(B) above, the **Floating Rate Convention**, such Interest Payment Date (a) in the case of (x) above, shall be the last day that is a Business Day in the relevant month and the provisions of (ii) below shall apply *mutatis mutandis* or (b) in the case of (y) above, shall be postponed to the next day which is a Business Day unless it would thereby fall into the next calendar month, in which event (i) such Interest Payment Date shall be brought forward to the immediately preceding Business Day and (ii) each subsequent Interest Payment Date shall be the last Business Day in the month which falls the Specified Period after the preceding applicable Interest Payment Date occurred; or
- (B) the **Following Business Day Convention**, such Interest Payment Date (or other date) shall be postponed to the next day which is a Business Day; or
- (C) the **Modified Following Business Day Convention**, such Interest Payment Date (or other date) shall be postponed to the next day which is a Business Day unless it would thereby fall into the next calendar month, in which event such Interest Payment Date (or other date) shall be brought forward to the immediately preceding Business Day; or
- (D) the **Preceding Business Day Convention**, such Interest Payment Date (or other date) shall be brought forward to the immediately preceding Business Day.

Notwithstanding the foregoing, where the applicable Final Terms specifies that the relevant Business Day Convention is to be applied on an **unadjusted** basis, the Interest Amount payable on any date shall not be affected by the application of such Business Day Convention.

In this Condition 4, **Business Day** means (unless otherwise stated in the applicable Final Terms) a day which is both:

- (A) a day on which commercial banks and foreign exchange markets settle payments and are open for general business (including dealings in foreign exchange and foreign currency deposits) in each Additional Business Centre(s) specified in the applicable Final Terms; and
- (B) either (x) in relation to any sum payable in a Specified Currency other than euro, a day on which commercial banks and foreign exchange markets settle payments and are open for general business (including dealings in foreign exchange and foreign currency deposits) in the principal financial centre(s) of the country of the relevant Specified Currency (if other than any Additional Business Centre and which if the Specified Currency is Australian dollars, shall be Sydney and, if the Specified Currency is Canadian dollars, shall be Montreal) or (y) in relation to any sum payable in euro, a day on which the TARGET System is open (a **TARGET Business Day**). In these Terms and Conditions, **TARGET System** means the Trans-European Automated Real-Time Gross Settlement Express Transfer (TARGET) System.

(ii) *Rate of Interest*

The Rate of Interest payable from time to time in respect of the Floating Rate Notes and Indexed Notes will be determined in the manner specified in the applicable Final Terms, which may be, without limitation:

- (A) ISDA Determination

Where ISDA Determination is specified in the applicable Final Terms as the manner in which the Rate of Interest is to be determined, the Rate of Interest for each Interest Period will be the relevant ISDA Rate plus or minus (as indicated in the applicable Final Terms) the Margin (if any). For the purposes of this sub-paragraph (A), **ISDA Rate** for an Interest Period means a rate equal to the Floating Rate that would be determined by the Agent or other person specified in the applicable Final Terms, under an interest rate swap transaction if the Agent or

that other person were acting as Calculation Agent for that swap transaction under the terms of an agreement incorporating the ISDA Definitions (as defined below) and under which:

- (1) the Floating Rate Option is as specified in the applicable Final Terms;
- (2) the Designated Maturity is a period specified in the applicable Final Terms; and
- (3) the relevant Reset Date is either (x) if the applicable Floating Rate Option is based on the London interbank offered rate (**LIBOR**), or on the Euro-zone interbank offered rate (**EURIBOR**), the first day of that Interest Period or (y) in any other case, as specified in the applicable Final Terms.

For purposes of this sub-paragraph, **Floating Rate**, **Calculation Agent**, **Floating Rate Option**, **Designated Maturity**, **Reset Date** and **Euro-zone** have the meanings given to those terms in the 2000 ISDA Definitions published by the International Swaps and Derivatives Association, Inc. (the **ISDA Definitions**) and as amended and updated as at the Issue Date of the first Tranche of the Notes of the relevant Series.

Where ISDA Determination is specified in the applicable Final Terms as the manner in which the Rate of Interest is to be determined, unless otherwise stated in the applicable Final Terms, the Minimum Rate of Interest shall be deemed to be zero.

(B) Screen Rate Determination

Where Screen Rate Determination is specified in the applicable Final Terms as the manner in which the Rate of Interest is to be determined, the Rate of Interest for each Interest Period will, subject as provided below, be either:

- (1) the offered quotation; or
- (2) the arithmetic mean (rounded if necessary to the fifth decimal place, with 0.000005 being rounded upwards) of the offered quotations,

(expressed as a percentage rate per annum), for the Reference Rate which appears or appear, as the case may be, on the Relevant Screen Page as at the Specified Time indicated in the applicable Final Terms (which will be 11.00 a.m., London time, in the case of LIBOR or 11.00 a.m., Brussels time, in the case of EURIBOR) on the Interest Determination Date in question plus or minus (as indicated in the applicable Final Terms) the Margin (if any), all as determined by the Agent. If five or more of such offered quotations are available on the Relevant Screen Page, the highest (or, if there is more than one such highest quotation, one only of such quotations) and the lowest (or, if there is more than one such lowest quotation, one only of such quotations) shall be disregarded by the Agent for the purpose of determining the arithmetic mean (rounded as provided above) of such offered quotations.

If the Relevant Screen Page is not available or if in the case of (1) above, no such offered quotation appears or, in the case of (2) above, fewer than three such offered quotations appear, in each case as at the Specified Time the Agent shall request the principal London office of each of the Reference Banks (as defined below) to provide the Agent with its offered quotation (expressed as a percentage rate per annum) for the Reference Rate at approximately the Specified Time on the Interest Determination Date in question. If two or more of the Reference Banks provide the Agent with such offered quotations, the Rate of Interest for such Interest Period shall be the arithmetic mean (rounded if necessary to the fifth decimal place with 0.000005 being rounded upwards) of such offered quotations plus or minus (as appropriate) the Margin (if any), all as determined by the Agent.

If on any Interest Determination Date one only or none of the Reference Banks provides the Agent with an offered quotation as provided in the preceding paragraph, the Rate of Interest for the relevant Interest Period shall be the rate per annum which the Agent determines as being the arithmetic mean (rounded if necessary to the fifth decimal place, with 0.000005 being rounded upwards) of the rates, as communicated to (and at the request of) the Agent by the Reference Banks or any two or more of them, at which such banks were offered, at approximately the Specified Time on the relevant Interest Determination Date, deposits in the Specified Currency for a period equal to that which would have been used for the Reference Rate by leading banks in the London inter-bank market (if the Reference Rate is LIBOR), or the Euro-zone inter-bank market (if the Reference Rate is EURIBOR) plus or minus (as appropriate) the Margin (if any) or, if fewer than two of the Reference Banks provide the Agent with such offered rates, the offered rate for deposits in the Specified Currency for a period equal to that which would have been used for the Reference Rate, or the arithmetic mean (rounded as provided above) of the offered rates for deposits in the Specified Currency for a period equal to that which would have been used for the Reference Rate, at which, at approximately the Specified Time on the relevant Interest Determination Date, any one or more banks (which bank or banks is or are in the opinion of the Issuer and the Agent suitable for such purpose) informs the Agent it is quoting to leading banks in the London inter-bank market (if the Reference Rate is LIBOR), or the Euro-zone inter-bank market (if the Reference Rate is EURIBOR) (or, as the case may be, the quotations of such bank or banks to the Agent) plus or minus (as appropriate) the Margin (if any), provided that, if the Rate of Interest cannot be determined in accordance with the foregoing provisions of this paragraph, the Rate of Interest shall be determined as at the last preceding Interest Determination Date (though substituting, where a different Margin is to be applied to the relevant Interest Period from that which applied to the last preceding Interest Period, the Margin relating to the relevant Interest Period in place of the Margin relating to that last preceding Interest Period).

**Reference Banks** means, in the case of a determination of LIBOR, the principal London office of four major banks in the London inter-bank market and, in the case of a determination of EURIBOR, the principal Euro-zone office of four major banks in the Euro-zone inter-bank market, in each case selected by the Agent or as specified in the applicable Final Terms.

If the Reference Rate from time to time in respect of Floating Rate Notes is specified in the applicable Final Terms as being other than LIBOR or, as the case may be, EURIBOR, the Rate of Interest in respect of such Notes will be determined as provided in the applicable Final Terms.

(C) Other Determination

Where a manner of determination other than ISDA Determination or Screen Rate Determination is specified in the applicable Final Terms as the manner in which the Rate of Interest is to be determined, the Rate of Interest for each Interest Period shall be determined in the manner so specified.

In the case of:

- (1) any Indexed Notes that are Equity Linked Notes, Commodity Linked Notes, Credit Linked Notes or Managed Assets Portfolio Linked Notes (as specified in the applicable Final Terms); and
- (2) in respect of which the applicable Final Terms provide that the Rate of Interest is to be determined by reference to an index and/or a formula comprising, based on or referring to (A) variations in the creditworthiness or any reference entity or reference obligation or (B) prices of one or more shares, indices, unit trusts, commodities, futures contracts or (C) any investment company or (D) any other form of mutual

fund or (E) any other underlying reference(s) that meet the criteria mentioned in the Technical Annex,

the applicable Final Terms shall specify that the Technical Annex shall apply to these Notes and shall form part of these Terms and Conditions.

(iii) *Minimum and/or Maximum Rate of Interest and/or Rate Multiplier*

Subject to the provisions of Condition 4(b)(ii)(A), if the applicable Final Terms specifies a Minimum Rate of Interest for any Interest Period, then, in the event that the Rate of Interest in respect of any such Interest Period determined in accordance with the provisions of paragraph (ii) above is less than such Minimum Rate of Interest, the Rate of Interest for such Interest Period shall be such Minimum Rate of Interest.

If the applicable Final Terms specifies a Maximum Rate of Interest for any Interest Period, then, in the event that the Rate of Interest in respect of any such Interest Period determined in accordance with the provisions of paragraph (ii) above is greater than such Maximum Rate of Interest, the Rate of Interest for such Interest Period shall be such Maximum Rate of Interest.

If the applicable Final Terms specifies a Rate Multiplier for any Interest Period, then, the Rate of Interest in respect of any such Interest Period shall be multiplied by the relevant Rate Multiplier, subject always to the Minimum and/or Maximum Rate of Interest as described above.

If  $n/N$  or  $n_b/N_b$  is specified as the Rate Multiplier in the applicable Final Terms, the following definitions shall apply, unless otherwise specified in the applicable Final Terms:

**n** means the number of calendar days in the relevant Interest Period in respect of which the Benchmark was equal to or greater than the Lower Limit and equal to or lower than the Upper Limit, in each case as determined by the Calculation Agent.

**N** means the total number of calendar days within the relevant Interest Period.

**$n_b$**  means the number of Business Days in the relevant Interest Period in respect of which the Benchmark was equal to or greater than the Lower Limit and equal to or lower than the Upper Limit, in each case as determined by the Calculation Agent.

**$N_b$**  means the total number of Business Days within the relevant Interest Period.

**Lower Limit** means, in respect of the relevant Interest Period, the limit specified in the applicable Final Terms.

**Benchmark** means, in respect of any calendar day (in respect of the definition of **n**) or, as applicable, Business Day (in respect of the definition of  **$n_b$** ) of the relevant Interest Period, unless otherwise specified in the applicable Final Terms:

- if USD-LIBOR is specified as the applicable Benchmark in the Final Terms, the rate equal to the Floating Rate for such day that would be determined by the Calculation Agent under an interest rate swap transaction if it were acting as Calculation Agent for that swap transaction under the terms of an agreement incorporating the ISDA Definitions and under which the Floating Rate Option is "USD-LIBOR-BBA" (as defined in the ISDA Definitions) for a period of the Designated Maturity as specified in the Final Terms (without reference to any Reset Date), except that the screen page for the Benchmark will be the Reuters Screen LIBOR01 Page instead of Telerate Page 3750. If on any Benchmark Day, such rate does not appear on Reuters Screen LIBOR01 Page, USD-LIBOR will be determined by the Calculation Agent as aforesaid in accordance with the Floating Rate Option "USD-LIBOR-Reference Banks" (as defined in the ISDA Definitions) for a period of the Designated Maturity as specified in the Final Terms (without reference to any Reset Date).



- if GBP-LIBOR is specified as the applicable Benchmark in the Final Terms, the rate equal to the Floating Rate for such day that would be determined by the Calculation Agent under an interest rate swap transaction if it were acting as Calculation Agent for that swap transaction under the terms of an agreement incorporating the ISDA Definitions and under which the Floating Rate Option is "GBP-LIBOR-BBA" (as defined in the ISDA Definitions) for a period of the Designated Maturity as specified in the Final Terms (without reference to any Reset Date), except that the screen page for the Benchmark will be the Reuters Screen LIBOR01 Page instead of Telerate Page 3750. If on any Benchmark Day, such rate does not appear on Reuters Screen LIBOR01 Page, GBP-LIBOR will be determined by the Calculation Agent as aforesaid in accordance with the Floating Rate Option "GBP-LIBOR-Reference Banks" (as defined in the ISDA Definitions) for a period of the Designated Maturity as specified in the Final Terms (without reference to any Reset Date).
- if EURIBOR is specified as the applicable Benchmark in the Final Terms, the rate equal to the Floating Rate for such day that would be determined by the Calculation Agent under an interest rate swap transaction if it were acting as Calculation Agent for that swap transaction under the terms of an agreement incorporating the ISDA Definitions and under which the Floating Rate Option is "EUR-EURIBOR-Telerate" (as defined in the ISDA Definitions) for a period of the Designated Maturity as specified in the Final Terms (without reference to any Reset Date), except that the screen page for the Benchmark will be the Reuters Screen EURIBOR01 Page instead of Telerate Page 248. If on any Benchmark Day, such rate does not appear on Reuters Screen EURIBOR01 Page, EURIBOR will be determined by the Calculation Agent as aforesaid in accordance with the Floating Rate Option "EUR-EURIBOR-Reference Banks" (as defined in the ISDA Definitions) for a period of the Designated Maturity as specified in the Final Terms (without reference to any Reset Date).
- if EUR-CMS is specified as the applicable Benchmark in the Final Terms, the rate equal to the Floating Rate for such day that would be determined by the Calculation Agent under an interest rate swap transaction if it were acting as Calculation Agent for that swap transaction under the terms of an agreement incorporating the ISDA Definitions and under which the Floating Rate Option is "EUR-ISDA-EURIBOR Swap Rate-11:00" (as defined in the ISDA Definitions) for a period of the Designated Maturity as specified in the Final Terms (without Reference to any Reset Date), and appearing on Reuters Screen ISDAFIX2 Page as at 11.00 a.m. (Frankfurt time) under the heading "EURIBOR BASIS – FRF" and above the caption "11:00 AM FRANKFURT". If on any Benchmark Day, such rate does not appear on Reuters Screen ISDAFIX2 Page, EUR-CMS will be determined by the Calculation Agent as aforesaid in accordance with the Floating Rate Option "EUR-Annual Swap Rate-Reference Banks" (as defined in the ISDA Definitions) for a period of the Designated Maturity specified in the applicable Final Terms (without reference to any Reset Date).
- if USD-CMS is specified as the applicable Benchmark in the Final Terms, the rate equal to the Floating Rate for such day that would be determined by the Calculation Agent under an interest rate swap transaction if it were acting as Calculation Agent for that swap transaction under the terms of an agreement incorporating the ISDA Definitions and under which the Floating Rate Option is "USD-ISDA-Swap Rate" (as defined in the ISDA Definitions) for a period of the Designated Maturity as specified in the Final Terms (without Reference to any Reset Date), and appearing on Reuters Screen ISDAFIX1 Page as at 11.00 a.m. (New York time). If on any Benchmark day, such rate does not appear on Reuters Screen ISDAFIX1 Page, USD-CMS will be determined by the Calculation Agent as aforesaid in accordance with the Floating Rate Option "USD-CMS-Reference Banks" (as defined in the ISDA Definitions) for a period of the Designated Maturity as specified in the Final Terms (without reference to any Reset Date).

For the purposes hereof, (i) the value of the Benchmark on any calendar day of the relevant Interest Period which is not a Benchmark Day shall be deemed to be the value ascribed to the Benchmark on the first preceding Benchmark Day and (ii) the value of the Benchmark on each of the last four

TARGET Business Days of any Interest Period shall be deemed to be the value ascribed to the Benchmark on the fifth TARGET Business Day (or the Benchmark Day immediately preceding such fifth TARGET Business Day if such fifth TARGET Business Day is not a Benchmark Day) preceding the Interest Payment Date relating to such Interest Period.

**Benchmark Day** means

- if the relevant Benchmark is USD-LIBOR or GBP-LIBOR, a day (other than a Saturday or Sunday) on which banks are open for business (including dealings in foreign exchange and deposit in USD) in London;
- if the relevant Benchmark is EURIBOR or EUR-CMS, a day (other than a Saturday or Sunday) on which the TARGET System is operating; and
- if the relevant Benchmark is USD-CMS, a day (other than a Saturday or Sunday) on which banks are open for business in New York.

**Upper Limit** means, in respect of the relevant Interest Period, the limit specified in the applicable Final Terms.

(iv) *Determination of Rate of Interest and calculation of Interest Amount*

The Agent, in the case of Floating Rate Notes, and the Calculation Agent, in the case of Indexed Notes, will at or as soon as practicable after each time at which the Rate of Interest is to be determined, determine the Rate of Interest for the relevant Interest Period. In the case of Indexed Notes, the Calculation Agent will notify the Agent of the Rate of Interest for the relevant Interest Period as soon as practicable after calculating the same (but in no event later than the first Business Day after such calculation).

The Agent will calculate the amount of interest (the **Interest Amount**) payable on the Floating Rate Notes or Indexed Notes in respect of each Specified Denomination for the relevant Interest Period. Each Interest Amount shall be calculated by applying the Rate of Interest to each Specified Denomination, multiplying such sum by the applicable Day Count Fraction, and rounding the resultant figure to the nearest sub-unit (defined below) of the relevant Specified Currency, half of any such sub-unit being rounded upwards or otherwise as specified in the applicable Final Terms.

(v) *Notification of Rate of Interest and Interest Amount*

The Agent will cause the Rate of Interest and each Interest Amount for each Interest Period and the relevant Interest Payment Date to be notified to the Issuer, the Guarantor and any stock exchange on which the relevant Floating Rate Notes or Indexed Notes are for the time being listed (if the terms of such Notes permit, by no later than the first day of each Interest Period) and notice thereof to be published in accordance with Condition 14 as soon as possible after their determination but (where appropriate) in no event later than the fourth Luxembourg Business Day thereafter. Each Interest Amount and Interest Payment Date so notified may subsequently be amended (or appropriate alternative arrangements made by way of adjustment) without prior notice in the event of an extension or shortening of the Interest Period. Any such amendment will be promptly notified to each stock exchange on which the relevant Floating Rate Notes or Indexed Notes are for the time being listed and to the Noteholders in accordance with Condition 14. For the purposes of these Conditions, the expression **Luxembourg Business Day** means a day (other than a Saturday or a Sunday) on which banks and foreign exchange markets are open for general business in Luxembourg.

(vi) *Certificates to be final*

All certificates, communications, opinions, determinations, calculations, quotations and decisions given, expressed, made or obtained for the purposes of the provisions of this Condition 4, by the Agent or, if applicable, the Calculation Agent, shall (in the absence of wilful default, bad faith, manifest error or proven error) be binding on the Issuer, the Guarantor, the Agent, the Calculation Agent (if applicable) the other Paying

Agents and all Noteholders, Receiptholders and Couponholders and (in the absence of wilful default or bad faith) no liability to the Issuer, the Guarantor, the Noteholders, the Receiptholders or the Couponholders shall attach to the Agent or, if applicable, the Calculation Agent, in connection with the exercise or non-exercise by it of its powers, duties and discretions pursuant to such provisions.

(c) *Zero Coupon Notes*

Where a Zero Coupon Note becomes due and repayable and is not paid when due, the amount due and repayable shall be the amount determined in accordance with Condition 6(g) and notified in accordance with Condition 4(b)(v), *mutatis mutandis*.

(d) *Physical Delivery Notes and Dual Currency Notes*

The rate or amount of interest payable in respect of Physical Delivery Notes or Dual Currency Notes shall be determined in the manner, and by the party, specified in the applicable Final Terms and notified in accordance with Condition 4(b)(v), *mutatis mutandis*.

(e) *Partly Paid Notes*

In the case of Partly Paid Notes (other than Partly Paid Notes which are Zero Coupon Notes), interest will accrue as aforesaid on the paid-up nominal amount of such Notes and/or otherwise as specified in the applicable Final Terms.

(f) *Accrual of Interest*

Each Note (or in the case of the redemption of part only of a Note, that part only of such Note) will cease to bear interest (if any) from the date for its redemption unless, upon due presentation thereof, payment of principal or the payment and/or delivery of the Physical Delivery Amount (where applicable) is improperly withheld or refused. In such event, interest will continue to be calculated and to accrue until whichever is the earlier of:

- (i) the date on which all amounts due in respect of such Note have been paid; and
- (ii) five days after the date on which the full amount of the moneys payable in respect of such Note has been received by the Agent and notice to that effect has been given to the Noteholders in accordance with Condition 14.

(g) *Deferral of Interest*

In the case of Undated Subordinated Notes, interest shall be payable on each Compulsory Interest Payment Date (as defined below) in respect of the interest accrued in the interest period ending on the day immediately preceding such date. On any Optional Interest Payment Date (as defined below) there may be paid (if Société Générale so elects) the interest accrued in the interest period ending on the day immediately preceding such date, but Société Générale shall not have any obligation to make such payment. Any interest not paid on an Optional Interest Payment Date shall, so long as the same remains unpaid, constitute **Arrears of Interest** which term shall include interest on such unpaid interest as referred to below. Arrears of Interest may, at the option of Société Générale, be paid in whole or in part at any time upon the expiration of not less than seven days' notice to such effect given to the Noteholders in accordance with Condition 14, but all Arrears of Interest on all Undated Subordinated Notes outstanding shall become due in full on whichever is the earliest of: (A) the interest payment date immediately following the date upon which a dividend is paid on any class of share capital of Société Générale, and (B) the commencement of a liquidation or dissolution of Société Générale. If notice is given by Société Générale of its intention to pay the whole or part of Arrears of Interest, Société Générale shall be obliged to do so upon the expiration of such notice. When Arrears of Interest are paid in part, each such payment shall be applied in or towards satisfaction of the full amount of the Arrears of Interest accrued in respect of the earliest interest period in respect of which Arrears of Interest have accrued and have not been paid in full. Arrears of Interest shall (to the extent permitted by law) bear interest accruing and

compounding on a daily basis at the prevailing rate of interest on the Undated Subordinated Notes in respect of each relevant interest period. For these purposes the following expressions have the following meanings:

**Compulsory Interest Payment Date** means any Interest Payment Date unless at the *Assemblée Générale* immediately preceding such date which was required to approve the annual accounts of Société Générale for the fiscal year ended prior to such *Assemblée Générale*, no resolution was passed to pay a dividend on any class of share capital of Société Générale in respect of such previous fiscal year.

(h) *Certain definitions relating to the calculation of interest*

**Day Count Fraction** means, in respect of the calculation of an amount of interest for any Interest Period:

- (i) if **Actual/Actual (ICMA)** is specified in the applicable Final Terms, subject to the terms of the applicable Final Terms:
  - (A) in the case of Notes where the number of days in the relevant period from (and including or, in respect of VPC Registered Notes, but excluding) the most recent Interest Payment Date (or, if none, the Interest Commencement Date) to (but excluding or, in respect of VPC Registered Notes, and including) the relevant payment date (the **Accrual Period**) is equal to or shorter than the Determination Period during which the Accrual Period ends, the number of days in such Accrual Period divided by the product of (1) the number of days in such Determination Period and (2) the number of Determination Dates (as specified in the applicable Final Terms) that would occur in one calendar year; or
  - (B) in the case of Notes where the Accrual Period is longer than the Determination Period during which the Accrual Period ends, the sum of:
    - (1) the number of days in such Accrual Period falling in the Determination Period in which the Accrual Period begins divided by the product of (x) the number of days in such Determination Period and (y) the number of Determination Dates (as specified in the applicable Final Terms) that would occur in one calendar year; and
    - (2) the number of days in such Accrual Period falling in the next Determination Period divided by the product of (x) the number of days in such Determination Period and (y) the number of Determination Dates that would occur in one calendar year; and
- (ii) if **Actual/365** or **Actual/Actual** is specified in the applicable Final Terms, the actual number of days in the Interest Period divided by 365 (or, if any portion of that Interest Period falls in a leap year, the sum of (1) the actual number of days in that portion of the Interest Period falling in a leap year divided by 366 and (2) the actual number of days in that portion of the Interest Period falling in a non-leap year divided by 365);
- (iii) if **Actual/365 (Fixed)** is specified in the applicable Final Terms, the actual number of days in the Interest Period divided by 365;
- (iv) if **Actual/365 (Sterling)** is specified in the applicable Final Terms, the actual number of days in the Interest Period divided by 365 or, in the case of an Interest Payment Date falling in a leap year, 366;
- (v) if **Actual/360** is specified in the applicable Final Terms, the actual number of days in the Interest Period divided by 360;
- (vi) if **30/360**, **360/360** or **Bond Basis** is specified in the applicable Final Terms, the number of days in the Interest Period divided by 360 (the number of days to be calculated on the basis of a year of 360 days with 12 30-day months (unless (1) the last day of the Interest Period is the thirty-first day of a month but the first day of the Interest Period is a day other than the

thirtieth or thirty-first day of a month, in which case the month that includes that last day shall not be considered to be shortened to a 30-day month, or (2) the last day of the Interest Period is the last day of the month of February, in which case the month of February shall not be considered to be lengthened to a 30-day month)); and

- (vii) if **30E/360** or **Eurobond Basis** is specified in the applicable Final Terms, the number of days in the Interest Period divided by 360 (the number of days to be calculated on the basis of a year of 360 days with 12 30-day months, without regard to the date of the first day or last day of the Interest Period unless, in the case of an Interest Period ending on the Maturity Date, the Maturity Date is the last day of the month of February, in which case the month of February shall not be considered to be lengthened to a 30-day month).

Unless otherwise specified in the applicable Final Terms, the Day Count Fraction applicable to Floating Rate Notes denominated in euro shall be Actual/360.

**Determination Period** means each period from (and including or, in respect of VPC Registered Notes, but excluding) a Determination Date to (but excluding or, in respect of VPC Registered Notes, and including) the next Determination Date (including, where either the Interest Commencement Date or the final Interest Payment Date is not a Determination Date, the period commencing on the first Determination Date prior to, and ending on the first Determination Date falling after, such date).

**Interest Period** means, unless otherwise specified in the applicable Final Terms, the period beginning on (and including or, in respect of VPC Registered Notes, but excluding) the Interest Commencement Date and ending on (but excluding or, in respect of VPC Registered Notes, and including) the first Interest Payment Date and each successive period beginning on (and including or, in respect of VPC Registered Notes, but excluding) an Interest Payment Date and ending on (but excluding or, in respect of VPC Registered Notes, and including) the next Interest Payment Date or such other period as is specified in the applicable Final Terms.

**Interest Rate**<sub>(i-1)</sub> means, in respect of an Interest Period, the Rate of Interest determined by the Calculation Agent in respect of the immediately preceding Interest Period. For the avoidance of doubt, Interest Rate<sub>(i-1)</sub> is expressed as a rate per annum, unless otherwise specified in the Final Terms.

**Issue Date** means the date specified as such on the applicable Final Terms. On the Issue Date the relevant clearing systems debit and credit accounts in accordance with instructions received by them.

**Optional Interest Payment Date** means any Interest Payment Date other than a Compulsory Interest Payment Date.

**sub-unit** means, with respect to any currency other than euro, the lowest amount of such currency that is available as legal tender in the country of such currency and, with respect to euro, means one cent.

- (i) *Rounding generally*

In connection with the calculation of any amount payable in respect of the Notes (including, without limitation, interest) and unless otherwise provided in these Terms and Conditions or in the applicable Final Terms, such amounts will, if necessary, be rounded to the nearest sub-unit (as defined above) of the relevant Specified Currency, half of any such sub-unit being rounded upwards or otherwise as specified in the applicable Final Terms.

## **5. Payments**

For the purposes of this Condition 5, references to payment or repayment (as the case may be) of principal and/or interest and other similar expressions will, where the context so admits, be deemed also to refer to delivery of any Physical Delivery Amount(s).

- (a) *Method of Payment*

Subject as provided below and, in the case of Physical Delivery Notes or Registered Notes, subject also as provided in the applicable Final Terms:

- (i) payments in a Specified Currency other than euro will be made by credit or transfer to an account in the relevant Specified Currency (which, in the case of a payment in Japanese Yen to a non-resident of Japan, shall be a non-resident account) maintained by the payee with, or, at the option of the payee, except in the case of Registered Notes, by a cheque in such Specified Currency drawn on, a bank (which, in the case of a payment in Japanese Yen to a non-resident of Japan, shall be an authorised foreign exchange bank) in the principal financial centre(s) of the country of such Specified Currency (which if the Specified Currency is Australian dollars, shall be Melbourne or Sydney and, if the Specified Currency is Canadian dollars, shall be Montreal);
- (ii) payments in euro will be made by credit or transfer to a euro account (or any other account to which euro may be credited or transferred) specified by the payee or, at the option of the payee, except in the case of Registered Notes, by a euro-cheque;
- (iii) in the case of Physical Delivery Notes which are settled by way of delivery, on the due date for redemption, the relevant Issuer shall deliver, or procure the delivery of, the documents evidencing the number of, and/or constituting the, Underlying Assets plus/minus any amount due to/from the Noteholder deliverable in respect of each Note (the **Physical Delivery Amount**) to or to the order of the Noteholder in accordance with the instructions of the Noteholder contained in the Transfer Notice (as defined below). The Physical Delivery Amount shall be evidenced in the manner described in the applicable Final Terms; and
- (iv) in the case of Physical Delivery Notes, the applicable Final Terms may also contain provisions for variation of settlement pursuant to an option to such effect or where the relevant Issuer or the holder of a Physical Delivery Note (as the case may be) is not able to deliver, or take delivery of, (as the case may be) the Underlying Assets or where a Settlement Disruption Event (as described in the applicable Final Terms) has occurred, all as provided in the applicable Final Terms.

Payments will be subject in all cases to any fiscal or other laws and regulations applicable thereto in the place of payment, but without prejudice to the provisions of Condition 7.

(b) *Presentation of definitive Notes, Receipts and Coupons*

Payments of principal in respect of definitive Notes will (subject as provided below) be made in the manner provided in Condition 5(a) above against presentation and surrender (or, in the case of part payment of any sum due, endorsement) of definitive Notes, and payments of interest in respect of definitive Notes will (subject as provided below) be made as aforesaid only against presentation and surrender (or, in the case of part payment of any sum due, endorsement) of Coupons, in each case at the specified office of any Paying Agent outside the United States (defined below). Payments under paragraph (a) above made, at the option of the bearer of such Note or Coupon, by cheque shall be mailed or delivered to an address outside the United States furnished by such bearer. Subject to any applicable laws and regulations, such payments made by transfer will be made in immediately available funds to an account maintained by the payee with a bank located outside the United States. Subject as provided below, no payment in respect of any definitive Note or Coupon will be made upon presentation of such definitive Note or Coupon at any office or agency of the Issuer, the Guarantor or any Paying Agent in the United States, nor will any such payment be made by transfer to an account, or by mail to an address, in the United States.

Payments of instalments of principal (if any) in respect of definitive Notes, other than the final instalment, will (subject as provided below) be made in the manner provided in Condition 5(a) above against presentation and surrender (or, in the case of part payment of any sum due, endorsement) of the relevant Receipt in accordance with the preceding paragraph. Payment of the final instalment will be made in the manner provided in Condition 5(a) above only against presentation and surrender (or, in the case of part payment of any sum due, endorsement) of the relevant Note in accordance with the preceding paragraph. Each Receipt must be presented for payment of the relevant instalment together with the definitive Note to which it appertains. Receipts presented without the definitive Note to which they appertain do not constitute valid obligations of the

Issuer. Upon the date on which any definitive Note becomes due and repayable, unmatured Receipts (if any) relating thereto (whether or not attached) shall become void and no payment shall be made in respect thereof.

Fixed Rate Notes in definitive form (other than Dual Currency Notes, Indexed Notes or Physical Delivery Notes) should be presented for payment together with all unmatured Coupons appertaining thereto (which expression shall for this purpose include Coupons falling to be issued on exchange of matured Talons), failing which the amount of any missing unmatured Coupon (or, in the case of payment not being made in full, the same proportion of the amount of such missing unmatured Coupon as the sum so paid bears to the sum due) will be deducted from the sum due for payment. Each amount of principal so deducted will be paid in the manner mentioned above against surrender of the relative missing Coupon at any time before the expiry of ten years after the Relevant Date (as defined in Condition 7) in respect of such principal (whether or not such Coupon would otherwise have become void under Condition 8) or, if later, five years from the date on which such Coupon would otherwise have become due, but in no event thereafter.

Upon any Fixed Rate Note in definitive form becoming due and repayable prior to its Maturity Date, all unmatured Talons (if any) appertaining thereto will become void and no further Coupons will be issued in respect thereof.

Upon the date on which any Floating Rate Note, Dual Currency Note, Indexed Note or Physical Delivery Note which is settled by way of cash in definitive form becomes due and repayable, unmatured Coupons and Talons (if any) relating thereto (whether or not attached) shall become void and no payment or, as the case may be, exchange for further Coupons shall be made in respect thereof. Where any Floating Rate Note, Dual Currency Note, Indexed Note or Physical Delivery Note which is settled by way of cash is presented for redemption without all unmatured Coupons appertaining thereto, payment of all amounts due in relation to such Note shall be made only against the provision of such indemnity as the relevant Issuer and (if applicable) the Guarantor may decide.

If the due date for redemption of any definitive Note is not an Interest Payment Date, interest (if any) accrued in respect of such Note from (and including) the preceding Interest Payment Date or, as the case may be, the Interest Commencement Date shall be payable only against surrender of the relevant definitive Note.

(c) *Payments in respect of Registered Notes*

Payments of principal and interest in respect of Registered Notes will be made to the persons registered as Noteholders in the register maintained by the relevant central securities depositary and clearing institution, in the case of VPC Registered Notes, on the fifth Payment Business Day (or otherwise in accordance with the rules and procedures applied by VPC from time to time) or, in the case of APK Registered Notes, on the first Payment Business Day (or otherwise in accordance with the rules and procedures applied by APK from time to time), prior to the due date for such payment. If the date for payment of any amount in respect of Registered Notes is not a Payment Business Day, the holder thereof shall not be entitled to payment until the next following Payment Business Day and shall not be entitled to further interest or other payment in respect of such delay. For the purposes of this Condition 5(c), Payment Business Day shall mean any day on which commercial banks are open for general business in Stockholm (in the case of VPC Registered Notes) or Helsinki (in the case of APK Registered Notes).

In the event of late payment with respect to any Registered Note, penalty interest will be payable on the overdue amount from the due date up to and including the date on which payment is made at an interest rate corresponding to, in the case of VPC Registered Notes, STIBOR (defined below) plus one percentage point or, in the case of APK Registered Notes, EURIBOR (defined below) plus one percentage point. No capitalisation of interest will be made.

**STIBOR** means the average of the interest rates quoted at approximately 11 a.m. on the first day (such day being a day on which commercial banks are open for general business in Stockholm) after the day on which the relevant payment was due on Reuter's page "SIDE" (or such other system or other page as shall replace the Reuter's page "SIDE") in respect of a loan with a designated interest period of one week, or, if no such quotation is given, the average of interest rate which is stated by three major Swedish banks selected by Société

Générale to be their funding cost at that time in respect of a loan with a designated interest period of one week in Swedish Kronor in the Stockholm interbank market; provided that, if the interest rate for the relevant period cannot be determined in accordance with any of the methods mentioned above, then the interest rate for such period shall be the last available quote on Reuter's page "SIDE" (or such other system or other page as shall replace the Reuter's page "SIDE") in respect of such period.

**EURIBOR** means the rate for deposits in EUR which is defined under, and shall be determined by the Calculation Agent in accordance with, the Floating Rate Option "EUR-EURIBOR-Telerate" in the ISDA Definitions for a period (Designated Maturity) of sixth months with a Reset Date being the first day of the relevant calculation period.

An Additional Paying Agent will be appointed and identified in the applicable Final Terms with respect to any Registered Notes and such Additional Paying Agent shall have the characteristics described in Condition 6(f).

(d) *Payments in respect of global Notes*

Payments of principal and interest (if any) in respect of Notes represented by any global Note will (subject as provided below) be made in the manner specified above in relation to definitive Notes and otherwise in the manner specified in the relevant global Note against presentation or surrender, as the case may be, of such global Note at the specified office of any Paying Agent outside the United States (defined below). A record of each payment made against presentation or surrender of such global Note, distinguishing between any payment of principal and any payment of interest, will be made on such global Note by the relevant Agent and such record shall be *prima facie* evidence that the payment in question has been made.

(e) *General provisions applicable to payments*

The holder of a global Note (other than an SIS Note) shall be the only person entitled to receive payments in respect of Notes represented by such global Note and the payment obligations of the Issuer or, as the case may be, the Guarantor will be discharged by payment to, or to the order of, the holder of such global Note in respect of each amount so paid. Each of the persons shown in the records of Euroclear or Clearstream, Luxembourg as the beneficial holder of a particular nominal amount of Notes represented by a global Note must look solely to Euroclear or Clearstream, Luxembourg, as the case may be, for his share of each payment so made by the Issuer or, as the case may be, the Guarantor to, or to the order of, the holder of such global Note. No person other than the holder of such global Note shall have any claim against the Issuer or, as the case may be, the Guarantor in respect of any payments due on that global Note.

Notwithstanding the foregoing, U.S. dollar payments of principal and/or interest in respect of the Notes (if any) will be made at the specified office of a Paying Agent in the United States (which expression, as used herein, means the United States of America (including the States and the District of Columbia, its territories, its possessions and other areas subject to its jurisdiction)) if:

- (i) the Issuer and the Guarantor have appointed Paying Agents with specified offices outside the United States with the reasonable expectation that such Paying Agents would be able to make payment in U.S. dollars at such specified offices outside the United States of the full amount of principal and interest on the Notes in the manner provided above when due;
- (ii) payment of the full amount of such principal and interest at all such specified offices outside the United States is illegal or effectively precluded by exchange controls or other similar restrictions on the full payment or receipt of principal and interest in U.S. dollars; and
- (iii) such payment is then permitted under United States law without involving, in the opinion of the Issuer and the Guarantor, adverse tax consequences to the Issuer or the Guarantor.



(f) *Payment Business Day*

If the date for payment of any amount in respect of any Note, Receipt or Coupon is not a Payment Business Day, the holder thereof shall instead be entitled to payment: (i) on the next following Payment Business Day in the relevant place, if "Following Payment Business Day" is specified in the applicable Final Terms; or (ii) on the next following Payment Business Day in the relevant place, unless the date for payment would thereby fall into the next calendar month, in which event such date for payment shall be brought forward to the immediately preceding Payment Business Day in the relevant place, if "Modified Following Payment Business Day" is specified in the applicable Final Terms; provided that if neither "Following Payment Business Day" nor "Modified Following Payment Business Day" is specified in the applicable Final Terms, "Following Payment Business Day" shall be deemed to apply. In the event that any adjustment is made to the date for payment in accordance with this Condition 5(f), the relevant amount due in respect of any Note, Receipt or Coupon shall not be affected by any such adjustment. For these purposes, unless otherwise specified in the applicable Final Terms and except as specified in Condition 5(c), **Payment Business Day** means any day which is:

- (i) subject to the provisions of the Agency Agreement, a day on which commercial banks and foreign exchange markets settle payments and are open for general business (including dealing in foreign exchange and foreign currency deposits) in:
  - (A) the relevant place of presentation or, in respect of Registered Notes, the place of registration; and
  - (B) each Additional Financial Centre specified in the applicable Final Terms; and
- (ii) either (A) in relation to any sum payable in a Specified Currency other than euro, a day on which commercial banks and foreign exchange markets settle payments and are open for general business (including dealing in foreign exchange and foreign currency deposits) in the principal financial centre of the country of the relevant Specified Currency (if other than the place of presentation and any Additional Financial Centre and which if the Specified Currency is Australian dollars, shall be Sydney and, if the Specified Currency is Canadian dollars, shall be Montreal) or (B) in relation to any sum payable in euro, a day on which the TARGET System is open.

(g) *Physical Delivery Notes*

The applicable Final Terms will contain provisions relating to the procedure for the delivery of any Physical Delivery Amount in respect of Physical Delivery Notes (including, without limitation, liability for the costs of transfer of Underlying Assets).

The Underlying Assets will be delivered at the risk of the relevant Noteholder in such manner as may be specified in the transfer notice pursuant to which such Underlying Assets are delivered (the **Transfer Notice**, the form of which is annexed to the Agency Agreement) and, notwithstanding Condition 4(b) above, no additional payment or delivery will be due to a Noteholder where any Underlying Assets are delivered after their due date in circumstances beyond the control of either the relevant Issuer or the Settlement Agent.

(h) *Payments on SIS Notes*

In the case of an SIS Note, unless otherwise specified in the applicable Final Terms, the relevant Swiss Paying Agency Agreement shall supplement and modify the Agency Agreement for the purposes of the relevant SIS Notes, including providing for the appointment of a Principal Swiss Paying Agent (which, in the case of SIS Notes listed on the SWX, shall at all times be a bank, securities dealer or other institution that is subject to supervision by the Swiss Federal Banking Commission) that will perform certain duties including, *inter alia*, those which relate to Swiss capital market customs and payment instructions and providing for the appointment of Swiss Paying Agents to act as paying agents in Switzerland for the Notes.

The Issuer shall make all payments of principal and interest due under the Notes to the Principal Swiss Paying Agent which shall, where applicable, promptly reimburse each Swiss Paying Agent on demand for payments in respect of Notes properly made by such Swiss Paying Agent in accordance with this Agreement and the Conditions. The receipt by the Principal Swiss Paying Agent of the due and punctual payment of such funds in Switzerland shall discharge the Issuer's obligations under the Permanent Global Note or the Definitive Notes, Receipts and Coupons, if printed, with respect to the payment of, as the case may be, principal, interest, costs and additional amounts on the Notes and the paying agency fees, in each case to the extent of the funds received as of the due date therefor.

(i) *Interpretation of Principal and Interest*

Any reference in these Terms and Conditions to principal in respect of the Notes shall be deemed to include, as applicable:

- (i) any additional amounts which may be payable with respect to principal under Condition 7;
- (ii) the Final Redemption Amount of the Notes;
- (iii) the Early Redemption Amount of the Notes;
- (iv) the Optional Redemption Amount(s) (if any) of the Notes;
- (v) in relation to Notes redeemable in instalments, the Instalment Amounts;
- (vi) in relation to Zero Coupon Notes, the Amortised Face Amount (as defined in Condition 6(g)); and
- (vii) any premium and any other amounts (other than interest) which may be payable by the Issuer under or in respect of the Notes.

Any reference in these Terms and Conditions to interest in respect of the Notes shall be deemed to include, as applicable, any additional amounts which may be payable with respect to interest under Condition 7. Any reference in these Terms and Conditions to "interest accrued" or "accrued interest" shall be deemed to include any Arrears of Interest suspended as provided in Condition 4(g).

In the case of Physical Delivery Notes, references in these Terms and Conditions to principal and/or interest and Physical Delivery Amount(s) shall mean such amount less any expenses, fees, stamp duty, levies or other amounts payable on or in respect of the relevant Physical Delivery Amount(s).

(j) *Currency unavailability*

This paragraph shall apply when payment is due to be made in respect of any Note, Receipt or Coupon in the Specified Currency (other than where the Specified Currency is euro) and the Specified Currency is not available to the Issuer or the Guarantor (as applicable) due to the imposition of exchange controls, the Specified Currency's replacement or disuse or other circumstances beyond the control of the Issuer or the Guarantor (as applicable) (**Currency Unavailability**). In the event of Currency Unavailability, the Issuer or the Guarantor (as applicable) will be entitled to satisfy its obligations to the holder of such Note, Receipt or Coupon by making payment in euro on the basis of the spot exchange rate at which the Specified Currency is offered in exchange for euro in an appropriate inter-bank market at noon, Paris time, four Business Days prior to the date on which payment is due or, if such spot exchange rate is not available on that date, as of the most recent prior practicable date. Any payment made in euro in accordance with this paragraph will not constitute an Event of Default.

## 6. Redemption and Purchase

### (a) *Redemption at maturity*

Unless previously redeemed or purchased and cancelled as specified below, each Note will be redeemed by the Issuer at its Final Redemption Amount specified in, or determined in the manner specified in, the applicable Final Terms (or, in the case only of Physical Delivery Notes where the applicable Final Terms specifies that such Notes will be redeemed by payment and/or delivery of a Physical Delivery Amount, by the payment and the delivery of the Physical Delivery Amount specified in, or determined in the manner specified in, the applicable Final Terms) in the relevant Specified Currency on the Maturity Date; provided that:

- (i) in respect of Indexed Notes that are Equity Linked Notes, Commodity Linked Notes, Credit Linked Notes or Managed Assets Portfolio Linked Notes (as specified in the applicable Final Terms); and
- (ii) in respect of which the applicable Final Terms provide that the Final Redemption Amount, or as the case may be the Physical Delivery Amount, is to be determined by reference to (A) variations in the creditworthiness or any reference entity or reference obligation or (B) prices of one or more shares, indices, unit trusts, commodities, futures contracts or (C) any investment company or (D) any other form of mutual fund or (E) any other underlying reference(s) that meet the criteria mentioned in the Technical Annex,

the applicable Final Terms shall specify that the Technical Annex shall apply to these Notes and shall form part of these Terms and Conditions.

### (b) *Redemption for tax reasons*

The Notes may be redeemed at the option of the Issuer or, as the case may be, the Guarantor in whole, but not in part, at any time (in the case of the Notes other than Floating Rate Notes or any other interest bearing Notes in respect of which the Rate of Interest is not calculated on a fixed rate basis (**Variable Interest Notes**)) or on any Interest Payment Date (in the case of Floating Rate Notes or Variable Interest Notes) but subject, in the case of Subordinated Notes, to the prior written approval of the *Secrétariat général de la Commission bancaire* in France, on giving not less than 30 nor more than 45 days' notice to the Agent and, in accordance with Condition 14, the Noteholders (which notice shall be irrevocable), if:

- (i) immediately prior to the giving of such notice the Issuer or the Guarantor has or will become obliged to pay additional amounts as provided or referred to in Condition 7 as a result of any change in, or amendment to, the laws or regulations of a Tax Jurisdiction (as defined in Condition 7) or any change in the application or official interpretation of such laws or regulations, which change or amendment becomes effective on or after the Issue Date of the first Tranche of the Notes; and
- (ii) such obligation cannot be avoided by the Issuer or, as the case may be, the Guarantor taking reasonable measures available to it,

provided that no such notice of redemption shall be given earlier than 90 days prior to the earliest date on which the Issuer or, as the case may be, the Guarantor would be obliged to pay such additional amounts were a payment in respect of the Notes then due.

Notes redeemed pursuant to this Condition 6(b) will be redeemed at their Early Redemption Amount referred to in paragraph 6(g) below together (if appropriate) with accrued interest to (but excluding or, in respect of VPC Registered Notes, and including) the date of redemption.

(c) *Special Tax Redemption*

If the Issuer or, as the case may be, the Guarantor would, on the occasion of the next payment of principal or interest in respect of the Notes, be prevented by the law of a Tax Jurisdiction from causing payment to be made to the Noteholders of the full amount then due and payable, notwithstanding the undertaking to pay additional amounts contained in Condition 7(b), then the Issuer or the Guarantor, as the case may be, shall forthwith give notice of such fact to the Agent and the Issuer or the Guarantor, as the case may be, shall, subject, in the case of Subordinated Notes, to the prior written approval of the *Secrétariat général de la Commission bancaire* in France, upon giving not less than seven nor more than 45 days' prior notice to the Noteholders in accordance with Condition 14, forthwith redeem all, but not some only, of the Notes at their Early Redemption Amount, together, if appropriate, with accrued interest, on the latest practicable Interest Payment Date on which the Issuer or the Guarantor, as the case may be, could make payment of the full amount then due and payable in respect of the Notes, provided that if such notice would expire after such Interest Payment Date the date for redemption pursuant to such notice to Noteholders shall be the later of:

- (i) the latest practicable date on which the Issuer or the Guarantor, as the case may be, could make payment of the full amount then due and payable in respect of the Notes; and
- (ii) 14 days after giving notice to the Agent as aforesaid.

(d) *Final Terms*

The Final Terms applicable to the Notes indicate either:

- (i) that the Notes cannot be redeemed prior to their Maturity Date (except as otherwise provided in paragraphs (b) and (c) above and in Condition 9); or
- (ii) that such Notes will be redeemable at the option of the Issuer and/or the holders of the Notes prior to such Maturity Date in accordance with the provisions of paragraphs (e) and/or (f) below on the date or dates and at the amount or amounts indicated in the applicable Final Terms.

(e) *Redemption at the Option of the Issuer*

If the Issuer is specified in the applicable Final Terms as having an option to redeem, the Issuer may, subject, in the case of Subordinated Notes, to the prior written approval of the *Secrétariat général de la Commission bancaire* in France, having (unless otherwise specified in the applicable Final Terms) given not less than 30 nor more than 45 days' notice, in accordance with Condition 14, to the Noteholders (which notice shall be irrevocable and shall specify the date fixed for redemption), redeem all or some only of the Notes then outstanding on any Optional Redemption Date(s) and at the Optional Redemption Amount(s) specified in, or determined in the manner specified in, the applicable Final Terms together, if appropriate, with interest accrued to (but excluding or, in respect of VPC Registered Notes, and including) the relevant Optional Redemption Date(s). Any such redemption must be of a nominal amount not less than the Minimum Redemption Amount and not more than the Maximum Redemption Amount, both as indicated in the applicable Final Terms. In the case of a partial redemption of Notes, the Notes to be redeemed (**Redeemed Notes**) will be selected individually by lot (in the case of Redeemed Notes represented by definitive Notes) and in accordance with the rules of Euroclear and/or Clearstream, Luxembourg in the case of Redeemed Notes represented by a global Note held on behalf of Euroclear and/or Clearstream, Luxembourg (to be reflected in the records of Euroclear and/or Clearstream, Luxembourg as either a pool factor or a reduction in nominal amount, at their discretion) and in accordance with the rules of the relevant securities depository and any relevant provisions in the applicable Final Terms (in the case of Registered Notes), in each case not more than 30 days prior to the date fixed for redemption (such date of selection being hereinafter called the **Selection Date**). In the case of Redeemed Notes represented by definitive Notes, a list of the serial numbers of such Redeemed Notes will be published in accordance with Condition 14 not less than 15 days prior to the date fixed for redemption. The aggregate nominal amount of Redeemed Notes represented by definitive Notes shall bear the same proportion to the aggregate nominal amount of all Redeemed Notes as the aggregate nominal amount of definitive Notes

outstanding bears to the aggregate nominal amount of the Notes outstanding, in each case on the Selection Date, provided that such first mentioned nominal amount shall, if necessary, be rounded downwards to the nearest integral multiple of the relevant Specified Denomination, and the aggregate nominal amount of Redeemed Notes represented by a global Note shall be equal to the balance of the Redeemed Notes. No exchange of the relevant global Note will be permitted during the period from and including the Selection Date to and including the date fixed for redemption pursuant to this paragraph (e) and notice to that effect shall be given by the Issuer to the Noteholders in accordance with Condition 14 at least ten days prior to the Selection Date.

In the case of Subordinated Notes which constitute Tier 2 Capital, the Optional Redemption Date may only occur on or after the fifth anniversary of the Issue Date of such Notes.

(f) *Redemption at the Option of the Noteholders*

In the case of Subordinated Notes, there will be no redemption at the option of the Noteholders.

If the Noteholders are specified in the applicable Final Terms as having an option to require the Issuer to redeem any Note, upon the holder of any Note giving to the Issuer in accordance with Condition 14 not less than 15 nor more than 30 days' notice or such other period of notice as is specified in the applicable Final Terms the Issuer will, upon the expiry of such notice, redeem, subject to, and in accordance with, the terms specified in the applicable Final Terms, in whole (but not in part), such Note on the Optional Redemption Date and at the Optional Redemption Amount specified in, or determined in the manner specified in, the applicable Final Terms together, if appropriate, with interest accrued to (but excluding or, in respect of VPC Registered Notes, and including) the Optional Redemption Date.

To exercise the right to require redemption of a Note, the holder of such Note must, if the Note is in definitive form and held outside Euroclear and Clearstream, Luxembourg, deliver, at the specified office of any Paying Agent at any time during normal business hours of such Paying Agent falling within the notice period, a duly completed and signed notice of exercise in the form (for the time being current) obtainable from any specified office of any Paying Agent (a **Put Notice**) and in which the holder must specify a bank account (or, if payment is required to be made by cheque, an address) to which payment is to be made under this Condition accompanied by the Note or evidence satisfactory to the Paying Agent concerned that the Note will, following delivery of the Put Notice, be held to its order or under its control. If the Note is represented by a global Note or is in definitive form and held through Euroclear or Clearstream, Luxembourg, to exercise the right to require redemption of the Note the holder of the Note must, within the notice period, give notice to the Agent of such exercise in accordance with the standard procedures of Euroclear and Clearstream, Luxembourg (which may include notice being given on his instruction by Euroclear or Clearstream, Luxembourg or any common depositary for them to the Agent by electronic means) in a form acceptable to Euroclear and Clearstream, Luxembourg from time to time and, if the Note is represented by a global Note, at the same time present or procure the presentation of the relevant global Note to the Agent for notation accordingly.

In the case of Registered Notes, a Put Notice will not be effective against the Issuer before the date on which the relevant Notes have been transferred to the account designated by the Additional Paying Agent specified in the applicable Final Terms (which, for the purposes of the Registered Notes, will be an account operator specifically authorised by the relevant central securities depositary and clearing institution to process and register issues in the system of the relevant central securities depositary and clearing institution), and blocked by such Additional Paying Agent to prevent further transfer as of the Optional Redemption Date.

Notwithstanding the foregoing, in the case of Registered Notes, the right to require redemption of such Notes in accordance with this Condition 6(f) must be exercised in accordance with the rules and procedures of the relevant central securities depositary and clearing institution and if there is any inconsistency between the above and the rules and procedures of the relevant central securities depositary and clearing institution, then the rules and procedures of the relevant central securities depositary and clearing institution shall prevail.

Any Put Notice given by a holder of any Note pursuant to this paragraph (f) shall be irrevocable except where prior to the due date of redemption an Event of Default has occurred and is continuing in which event

such holder, at its option, may elect by notice to the Issuer to withdraw the notice given pursuant to this paragraph (f) and instead to declare such Note forthwith due and payable pursuant to Condition 9.

(g) *Early Redemption Amounts*

For the purpose of paragraph (b) above and Condition 9, unless otherwise specified in the applicable Final Terms, the Notes will be redeemed at the Early Redemption Amount calculated as follows:

- (i) in the case of Notes with a Final Redemption Amount equal to the Issue Price, at the Final Redemption Amount thereof; or
- (ii) in the case of Notes (other than Zero Coupon Notes) with a Final Redemption Amount which is or may be less or greater than the Issue Price or which is payable in a Specified Currency other than that in which the Notes are denominated, at the amount specified in, or determined in the manner specified in, the applicable Final Terms or, if no such amount or manner is so specified in the Final Terms, at their nominal amount; or
- (iii) in the case of Physical Delivery Notes, as determined in the manner specified in the applicable Final Terms; or
- (iv) in the case of Zero Coupon Notes, at an amount (the **Amortised Face Amount**) equal to the sum of:
  - (A) the Reference Price specified in the applicable Final Terms; and
  - (B) the product of the Accrual Yield specified in the applicable Final Terms (compounded annually) being applied to the Reference Price from (and including or, in respect of VPC Registered Notes, but excluding) the Issue Date to (but excluding or, in respect of VPC Registered Notes, and including) the date fixed for redemption or (as the case may be) the date upon which such Note becomes due and repayable.
- (v) if **Market Value** is specified in the applicable Final Terms as the Early Redemption Amount, or, in the case of any Registered Notes, at an amount determined by the Calculation Agent, which, on the due date for the redemption of the Note, shall represent the fair market value of the Notes and shall have the effect (after taking into account the costs of unwinding any hedging arrangements entered into in respect of the Notes) of preserving for the Noteholders the economic equivalent of the obligations of the Issuer to make the payments in respect of the Notes which would, but for such early redemption, have fallen due after the relevant early redemption date. In respect of Notes bearing interest, notwithstanding the last sentence of Condition 6(b), the ninth line of Condition 6(c) and the first paragraph of Condition 9, the Early Redemption Amount, as determined by the Calculation Agent in accordance with this paragraph shall include any accrued interest to (but excluding or, in respect of VPC Registered Notes, and including) the relevant early redemption date and apart from any such interest included in the Early Redemption amount, no interest, accrued or otherwise, or any other amount whatsoever will be payable by the Issuer or, as the case may be, the Guarantor in respect of such redemption.

Where such calculation is to be made for a period of less than a full year, it shall be made on the basis of the day count fraction, if applicable, specified in the applicable Final Terms.

(h) *Instalments*

If the Notes are repayable in instalments, they will be redeemed in the Instalment Amounts and on the Instalment Dates specified in the applicable Final Terms. In the case of early redemption, the Early Redemption Amount will be determined pursuant to paragraph (g) above.

(i) *Partly Paid Notes*

If the Notes are Partly Paid Notes:

- (i) they will be subscribed at the Instalment Amounts and on the Instalment Payment Dates specified in the applicable Final Terms. Unless otherwise specified in the applicable Final Terms, the obligation to pay an Instalment Amount on the relevant Instalment Payment Date is only incurred by the holders of the Notes on such Instalment Payment Date;
- (ii) unless otherwise specified in the applicable Final Terms, they will be redeemed on the Maturity Date at their nominal amount and on any Optional Redemption Date at their paid-up nominal amount as at the date fixed for redemption;
- (iii) unless otherwise specified in the applicable Final Terms, in the event that any Noteholder fails to pay an Instalment Amount on the relevant Instalment Payment Date (such date an **Instalment Default Date**), any such Notes held by such Noteholder shall automatically be redeemed on the relevant Early Redemption Date, at the Settlement Amount.

For the purposes of this Condition 6(i) and unless otherwise specified in the applicable Final Terms:

**Early Redemption Date** means, in respect of any Note, the seventh Payment Business Day following an Instalment Default Date;

**Settlement Amount** means, in respect of any Note, an amount determined by the Calculation Agent in accordance with the following formula:

$$\text{Max } [0; [\text{Paid-up Nominal Amount} - \text{Hedging Arrangements}]]$$

**where:**

**Hedging Arrangements** means the pro-rata share, in respect of each Note, of the costs of unwinding all hedging arrangements (taking into account the present value of any Instalment Amount(s) remaining to be paid in respect of the Notes) entered into or purchased by the Issuer and/or the Guarantor in respect of the Notes;

**Paid-up Nominal Amount** means, in respect of any Instalment Payment Date, the paid-up nominal amount of the relevant Note up to (and including) the applicable Instalment Payment Date. Interest will neither accrue nor be payable in respect of the period from and including the applicable Instalment Default Date to and including the applicable Early Redemption Date.

(j) *Purchases*

The Issuer or the Guarantor (if applicable) may, subject as provided in the next paragraph, at any time purchase Notes (provided that, in the case of definitive Notes, all unmatured Receipts, Coupons and Talons appertaining thereto are purchased therewith) at any price in the open market or otherwise, in accordance with applicable laws and regulations. In the case of Notes issued by Société Générale, Notes purchased by or on behalf of the Issuer, will be surrendered to a Paying Agent for cancellation (together with any unmatured Receipts and Coupons appertaining thereto). In the case of Notes issued by SGA Société Générale Acceptance N.V. and SG Option Europe, Notes purchased by or on behalf of the Issuer may, at the option of the Issuer, be held, re-sold or surrendered to any Paying Agent for cancellation. Any Registered Notes purchased by or on behalf of the Issuer may, at the option of the Issuer, be held, re-sold or cancelled.

In the case of Subordinated Notes, Société Générale may at any time purchase such Notes, provided that the prior written approval of the *Secrétariat général de la Commission bancaire* in France shall be obtained (i) if the total principal amount of the Notes so purchased exceeds 10 per cent. of the initial aggregate principal

amount of the Notes and (ii) in the case of an *offre publique d'achat* (cash take-over bid) or an *offre publique d'échange* (paper take-over bid).

(k) *Cancellation*

All Notes which are redeemed will forthwith be cancelled (together with all unmatured Receipts, Coupons and Talons attached thereto or surrendered therewith at the time of redemption). All Notes so cancelled and any Notes purchased and cancelled pursuant to paragraph (j) above (together with all unmatured Receipts, Coupons and Talons cancelled therewith) shall be forwarded to the Agent and cannot be reissued or resold.

(l) *Late Payment on Zero Coupon Notes*

Except as provided in the applicable Final Terms, if the amount payable in respect of any Zero Coupon Note upon redemption of such Zero Coupon Note, except for Registered Notes, pursuant to paragraph (a), (b), (c), (e) or (f) above or upon its becoming due and repayable as provided in Condition 9 is improperly withheld or refused, the amount due and repayable in respect of such Zero Coupon Note shall be the amount calculated as provided in paragraph (g)(iv) above as though the references therein to the date fixed for the redemption or the date upon which the Zero Coupon Note becomes due and repayable were replaced by references to the date which is the earlier of:

- (i) the date on which all amounts due in respect of the Zero Coupon Note have been paid; and
- (ii) five days after the date on which the full amount of the moneys payable in respect of such Zero Coupon Notes has been received by the Agent and notice to that effect has been given to the Noteholders in accordance with Condition 14.

(m) *Redemption of Registered Notes*

Notwithstanding the foregoing provisions of this Condition, the redemption of Registered Notes may be subject to certain special restrictions and procedures, as set out in the applicable Final Terms.

## **7. Taxation**

(a) *In the case of Notes issued by Société Générale and SG Option Europe*

Interest and other revenues with respect to Notes (and any Coupons appertaining thereto) that constitute "*obligations*" under French law and that are issued (or deemed to be issued) outside France according to the Circular of the *Direction générale des impôts* dated 30 September 1998, as amended, replaced or updated from time to time, benefit from the exemption from deduction of tax at source provided for in article 131 *quater* of the *Code général des impôts* (French General Tax Code). Accordingly, such payments do not give the right to any tax credit from any French source.

(b) *In the case of Notes issued by Société Générale and benefiting from the exemption provided for in article 131 quater of the Code général des impôts as mentioned above or Notes issued by SGA Société Générale Acceptance N.V. or SG Option Europe*

All payments in respect of Notes, Receipts and Coupons or under the Guarantee shall be made free and clear of, and without withholding or deduction for or on account of, any present or future taxes, duties, assessments or governmental charges of whatever nature imposed, levied, collected, withheld or assessed by or on behalf of any Tax Jurisdiction unless such withholding or deduction is required by law. In that event, the Issuer or, as the case may be, the Guarantor shall, to the fullest extent permitted by law, pay such additional amount as may be necessary, in order that each Noteholder, Receiptholder or Couponholder, after deduction or withholding of such taxes, duties, assessments or governmental charges, will receive the full amount then due and payable provided that no such additional amount shall be payable with respect to any Note, Receipt or Coupon:



- (i) presented for payment by or on behalf of a holder who is liable to such taxes, duties, assessments or governmental charges in respect of such Note, Receipt or Coupon by reason of his being connected with the Netherlands Antilles (in the case of payments by SGA Société Générale Acceptance N.V.) or France (in the case of payments by Société Générale or SG Option Europe) other than the mere holding of such Note, Receipt or Coupon; or
- (ii) presented for payment more than 30 days after the Relevant Date (as defined below), except to the extent that the holder thereof would have been entitled to an additional amount on presenting the same for payment on such thirtieth day assuming that day to have been a Payment Business Day (as defined in Condition 5(f)); or
- (iii) in respect of an issue of Notes which have been privately placed, if the applicable Final Terms indicate that no such additional amounts shall be payable; or
- (iv) where such withholding or deduction is imposed on a payment to an individual and is required to be made pursuant to European Council Directive 2003/48/EC on the taxation of savings income or any law (whether in or outside the European Union) implementing or complying with, or introduced in order to conform to, such Directive; or
- (v) presented for payment by or on behalf of a holder who would have been able to avoid such withholding or deduction by presenting the relevant Note, Receipt or Coupon to another Paying Agent in a Member State of the European Union.

As used herein:

- (i) **Tax Jurisdiction** means France or any political subdivision or any authority thereof or therein having power to tax (in the case of payments by Société Générale in its capacity as Issuer or Guarantor or by SG Option Europe) or the Netherlands Antilles or any political subdivision or any authority thereof or therein having power to tax (in the case of payments by SGA Société Générale Acceptance N.V.); and
- (ii) the **Relevant Date** means the date on which such payment first becomes due, except that, if the full amount of the moneys payable has not been duly received by the Agent (or, in the case of Registered Notes, the holders of such Registered Notes) on or prior to such due date, it means the date on which, the full amount of such moneys having been so received, notice to that effect is duly given to the Noteholders in accordance with Condition 14.

## 8. Prescription

The Notes, Receipts and Coupons will become void unless presented for payment within a period of 10 years (in the case of principal) and five years (in the case of interest) after the Relevant Date (as defined in Condition 7) therefor, except as provided in the applicable Final Terms.

There shall not be included in any Coupon sheet issued on exchange of a Talon any Coupon the claim for payment in respect of which would be void pursuant to this Condition 8 or Condition 5(b) or any Talon which would be void pursuant to Condition 5(b).

In the case of Registered Notes, claims against the Issuer for the payment of principal and interest payable in respect of the Notes shall become void, in the case of VPC Registered Notes, unless made within 10 years (in the case of principal) and five years (in the case of interest) or, in the case of APK Registered Notes, unless made within three years, in each case after the Relevant Date (as defined in Condition 7).

## 9. Events of Default

In the case of Notes issued by SGA Société Générale Acceptance N.V. and SG Option Europe, the holder of any Note may give written notice to the Issuer that the Note is, and it shall accordingly forthwith

become, immediately due and repayable at its Early Redemption Amount, together, if appropriate, with interest accrued to the date of repayment, if any of the following events (each an **Event of Default**) shall occur:

- (a) the Issuer is in default for any reason whatsoever with respect to the payment of interest or principal when due or Underlying Assets deliverable in respect of the Notes, which default, in the case of payments of interest, has continued for more than 14 days unless the Guarantor shall have remedied such default before the expiry of such period and save that late delivery of any Underlying Assets in the circumstances referred to in Condition 5(g) shall not constitute an Event of Default hereunder; or
- (b) the Issuer is in default in the performance of any other obligation under these Terms and Conditions and, if such default is capable of being remedied by the Issuer or the Guarantor, such default has not been so remedied within 30 days after written notification from any Noteholder requiring such default to be remedied has been given to the Issuer; or
- (c) a default under any bond, debenture, note or other evidence of indebtedness (including indebtedness arising under a guarantee) for money borrowed or under any mortgage, indenture or instrument under which there may be issued or by which there may be secured or evidenced any indebtedness for money borrowed by the Issuer, whether such indebtedness now exists or is hereafter incurred, which has resulted in such indebtedness becoming or being declared due and payable, prior to the date on which it would otherwise have become due and payable, or any such indebtedness is not paid at the stated maturity thereof and such failure to pay continues beyond the grace period, if any, applicable thereto (except, in any of the foregoing cases, where the obligation to pay such indebtedness is being disputed in good faith); or
- (d) the Issuer is adjudicated or found bankrupt or insolvent, or suspends payment, or any order or action is made or taken by any competent court or administrative agency (including, without limitation, in the case of SG Option Europe only, in relation to any protection proceedings, judicial rehabilitation or judicial liquidation), or any resolution is passed by the Issuer, to apply for judicial composition proceedings with its creditors or, in the case of SG Option Europe only, to apply for protection proceedings, judicial rehabilitation, judicial liquidation or voluntary liquidation or for the appointment of a receiver or trustee or other similar official in insolvency proceedings in relation to the Issuer or a substantial part of its assets, or the Issuer is wound up or dissolved; or
- (e) the Guarantee ceases to be in full force and effect in respect of the Notes, the Receipts or the Coupons or notice is given by the Guarantor which would cause the Guarantee to cease to be in full force and effect in respect of the Notes, the Receipts or the Coupons or is rendered void for any cause or by any means whatsoever or any legislation is introduced the result of which would be to remove the benefit of the Guarantee from the Notes, the Receipts or the Coupons or terminate or amend the same in a manner materially adverse to the interests of the Noteholders, the Receiptholders or the Couponholders or the Guarantor is unable to perform its obligations thereunder for any reason.

#### **10. Replacement of Notes, Receipts, Coupons and Talons**

Should any Note (except any Registered Note), Receipt, Coupon or Talon be lost, stolen, mutilated, defaced or destroyed, it may be replaced at the specified office of the Agent, subject to relevant stock exchange requirements and all applicable laws, upon payment by the claimant of such costs and expenses as may be incurred in connection therewith and on such terms as to evidence, security and indemnity and otherwise as the Issuer may reasonably require. Mutilated or defaced Notes, Receipts, Coupons or Talons must be surrendered before replacements will be issued.

In the case of SIS Notes, references in this Condition 10 to the **Agent** shall be deemed to be references to the Principal Swiss Paying Agent.

## 11. Agent and Paying Agents

The names of the initial Agent and the other initial Paying Agent and their initial specified offices are set out below (except with respect to Registered Notes and SIS Notes) and the name(s) and specified office(s) of the Calculation Agent(s) are specified in the applicable Final Terms. In addition, the Agent may (with the prior written consent of the relevant Issuer) delegate certain of its functions and duties in relation to Physical Delivery Notes to a settlement agent (the **Settlement Agent**). In relation to SIS Notes, the Issuer will maintain a Principal Swiss Paying Agent (which, in the case of SIS Notes listed on the SWX, shall at all times be a bank, securities dealer or other institution that is subject to supervision by the Swiss Federal Banking Commission) whose duties will be set out in the Swiss Paying Agency Agreement.

The Issuer and the Guarantor are entitled to vary or terminate the appointment of any Paying Agent or Settlement Agent and/or appoint additional or other Paying Agents or Settlement Agents and/or approve any change in the specified office through which any Paying Agent or Settlement Agent acts, provided that (except with respect to Registered Notes):

- (a) so long as the Notes are listed on any stock exchange or admitted to trading or listing by any other relevant authority, there will at all times be a Paying Agent with a specified office in such place as may be required by the rules and regulations of the relevant stock exchange or other relevant authority;
- (b) there will at all times be an Agent; and
- (c) the Issuer undertakes that it will ensure that it maintains a Paying Agent in a Member State of the European Union (a **Member State**) that is not obliged to withhold or deduct tax pursuant to European Council Directive 2003/48/EC or any law implementing or complying with, or introduced in order to conform to, such Directive (any such Directive or law, an **EU Savings Directive Tax Law**) to the extent that any Member State does not maintain any obligation to so withhold or deduct pursuant to any EU Savings Directive Tax Law.

In addition, the Issuer and the Guarantor shall forthwith appoint a Paying Agent having a specified office in New York City in the circumstances described in the second paragraph of Condition 5(e). Any variation, termination, appointment or change shall only take effect (other than in the case of insolvency, when it shall be of immediate effect) after not less than 30 or more than 45 days' prior notice thereof shall have been given to the Noteholders in accordance with Condition 14.

Notwithstanding the foregoing, the Issuer undertakes that it will appoint, in respect of any SIS Notes, a Principal Swiss Paying Agent having a specified office in Switzerland and will at no time maintain a Paying Agent in respect of any SIS Notes having a specified office outside Switzerland, unless permitted by applicable law.

Notwithstanding the foregoing, in respect of Registered Notes, the Issuer may appoint or (as the case may be) maintain a paying agent in each jurisdiction where Registered Notes are registered and, if appropriate, for so long as any Registered Notes are listed on the Luxembourg Stock Exchange, the Issuer will maintain a paying agent with a specified office in Luxembourg, all as specified in the applicable Final Terms.

In respect of any Registered Notes, the Issuer is entitled to vary or terminate the appointment of the relevant central securities depository and clearing institution or the Additional Paying Agent, provided that the Issuer will appoint another central securities depository and clearing institution or Additional Paying Agent(s), as the case may be, each of them to be duly authorised, in the case of VPC Registered Notes, under the Swedish Financial Instruments Accounts Act (SFS 1998:1479), or, in the case of APK Registered Notes, under the Finnish Act on Book-Entry System (826:1991). The central securities depository and clearing institution and the Additional Paying Agent(s) appointed in respect of Registered Notes act solely as agents of the Issuer and do not assume any obligation to, or relationship of agency or trust with, any Noteholders. The Issuer shall be entitled to obtain information from the registers maintained by the relevant central securities depository and clearing institution for the purposes of performing its obligations under any Registered Notes.

In relation to VPC Registered Notes, the Issuer will, in accordance with the Swedish Financial Instruments Accounts Act (SFS 1998:1479), appoint (i) VPC as the central securities depositary and clearing institution, and (ii) an Additional Paying Agent for Swedish purposes. Such Additional Paying Agent shall be specified in the relevant Final Terms and shall have the characteristics described in Condition 6(f).

In relation to APK Registered Notes, APK will act as the central securities depositary and clearing institution and the Issuer will appoint an Additional Paying Agent for Finnish purposes as specified in the applicable Final Terms.

## **12. Exchange of Talons**

On and after the Interest Payment Date on which the final Coupon comprised in any Coupon sheet matures, the Talon (if any) forming part of such Coupon sheet may be surrendered at the specified office of the Agent or any other Paying Agent in exchange for a further Coupon sheet including (if such further Coupon sheet does not include Coupons to (and including) the final date for the payment of interest due in respect of the Note to which it appertains) a further Talon, subject to the provisions of Condition 8. Each Talon shall, for the purposes of these Terms and Conditions, be deemed to mature on the Interest Payment Date on which the final Coupon comprised in the relative Coupon sheet matures.

## **13. Substitution**

In the case of Notes issued by SGA Société Générale Acceptance N.V. and SG Option Europe, the Issuer may be replaced and the Guarantor or any subsidiary of the Guarantor may be substituted for the Issuer as principal debtor in respect of the Notes, Receipts and Coupons, without the consent of the Noteholders, Couponholders or Receiptholders. If SGA Société Générale Acceptance N.V. or SG Option Europe determines that the Guarantor or any such subsidiary shall become the principal debtor (in such capacity, the **Substituted Debtor**), it shall give not less than 30 nor more than 45 days' notice, in accordance with Condition 14, to the Noteholders of such event and, immediately on the expiry of such notice, the Substituted Debtor shall become the principal debtor in respect of the Notes, Receipts and the Coupons in place of the Issuer and the Noteholders, Receiptholders and Couponholders shall thereupon cease to have any rights or claims whatsoever against the Issuer. However, no such substitution shall take effect:

- (a) if the effect of such substitution would, at the time of such substitution, be that payments in respect of the Notes would be required to be made subject to any withholding or deduction which would not otherwise arise in the absence of such substitution;
- (b) if the Substituted Debtor is not the Guarantor, until the Guarantor shall have entered into an unconditional and irrevocable guarantee substantially in the form of the Guarantee in respect of the obligations of such Substituted Debtor;
- (c) in any case, until the Substituted Debtor shall have provided to the Agent such documents as may be necessary to make the Notes and the Agency Agreement its legal, valid and binding obligations; and
- (d) until such Substituted Debtor shall have been approved in writing by the relevant authorities (including the *Secrétariat général de la Commission bancaire*) as able to issue the relevant Notes.

Upon any such substitution, the Notes, Receipts, Coupons and Talons will be modified in all appropriate respects and the Guarantor will cause a supplement to this Debt Issuance Programme Prospectus reflecting such substitution to be produced.

## **14. Notices**

All notices regarding the Notes shall be deemed to be validly given if published in:

- (a) a leading English language daily newspaper of general circulation in Europe (except in the case of Registered Notes); and
- (b) if and for so long as the Notes are admitted to trading on, and listed on the Official List of the Luxembourg Stock Exchange, a daily newspaper of general circulation in Luxembourg and/or the Luxembourg Stock Exchange's website, [www.bourse.lu](http://www.bourse.lu).

It is expected that any such publication in a newspaper will be made in the *Financial Times* in Europe and in the *d'Wort* or the *Tageblatt* in Luxembourg. Notices will be deemed to have been given on the date of the first publication in such newspapers.

The Issuer shall also ensure that notices are duly published in a manner which complies with the rules and regulations of any stock exchange or other relevant authority on which the Notes are for the time being listed or by which they have been admitted to trading. Any such notice will be deemed to have been given on the date of the first publication or, where required to be published in more than one newspaper, on the date of the first publication in all required newspapers.

Until such time as any definitive Notes are issued, there may, so long as the global Note(s) representing the Notes is or are held in its or their entirety on behalf of Euroclear and/or Clearstream, Luxembourg, be substituted for such publication in such newspaper(s), the delivery of the relevant notice to Euroclear and/or Clearstream, Luxembourg for communication by them to the holders of the Notes and in addition, for so long as any Notes are listed on a stock exchange or are admitted to trading by another relevant authority and the rules of such stock exchange or relevant authority so require, such notice will be published in a daily newspaper of general circulation in the place or places required by those rules. Any such notice shall be deemed to have been given to the holders of the Notes on (i) the fourth day after the day on which the said notice was given to Euroclear and/or Clearstream, Luxembourg (the **Clearing System Delivery Period**), if "Clearing System Delivery Period - Applicable" is specified in the applicable Final Terms or (ii) the day on which the said notice was given to Euroclear and/or Clearstream, Luxembourg, if "Clearing System Delivery Period - Not Applicable" is specified in the applicable Final Terms, except as otherwise specified in the applicable Final Terms.

All notices given to Noteholders (irrespective of how given) shall also be delivered in writing to:

- (a) Euroclear and/or Clearstream, Luxembourg (except in the case of Registered Notes); and
- (b) in the case of Notes listed on a stock exchange or admitted to trading by another relevant authority, to the relevant stock exchange or authority.

Notices to be given by any Noteholder (except with respect to Registered Notes) shall be in writing and given by lodging the same, together (in the case of any Note in definitive form) with the relative Note or Notes, with the Agent. Whilst any of the Notes are represented by a global Note, such notice may be given by any holder of a Note to the Agent via Euroclear and/or Clearstream, Luxembourg, as the case may be, in such manner as the Agent and Euroclear and/or Clearstream, Luxembourg, as the case may be, may approve for this purpose.

All notices to holders of Registered Notes shall be:

- (a) deemed to have been duly given if sent by mail to a Noteholder on the address registered for such Noteholder in the system of the relevant central securities depository and clearing institution or in accordance with the legislation, rules and regulations applicable to, and/or issued by, the relevant central securities depository and clearing institution. Any such notice shall be deemed to have been given, if sent by mail to the Noteholder, on the fourth day following the day the notice was sent by mail; and
- (b) published in, if and for so long as the Registered Notes are listed on the Luxembourg Stock Exchange, a daily newspaper of general circulation in Luxembourg.

## **15. Meetings of Noteholders, Modification and Waiver**

The Agency Agreement contains provisions for convening meetings of the Noteholders (except holders of Registered Notes) to consider any matter affecting their interests, including the sanctioning by Extraordinary Resolution of a modification of the Notes (except Registered Notes) the Receipts, the Coupons or certain provisions of the Agency Agreement. Such a meeting may be convened by the Issuer or the Guarantor at any time or by Noteholders holding not less than 10 per cent. in nominal amount of the Notes for the time being outstanding. The quorum at any such meeting for passing such Extraordinary Resolution is one or more persons holding or representing in the aggregate a clear majority in nominal amount of the Notes for the time being outstanding, or at any adjourned meeting one or more persons being or representing Noteholders whatever the nominal amount of the Notes so held or represented, except that at any meeting the business of which includes the modification of certain provisions of the Notes, Receipts or Coupons (including but not limited to modifying the date of maturity of the Notes, reducing or cancelling the amount of principal or the rate of interest payable in respect of the Notes or altering the currency of payment of the Notes, Receipts or Coupons), the necessary quorum for passing an Extraordinary Resolution will be one or more persons holding or representing not less than two-thirds, or at any adjourned such meeting not less than one-third, in nominal amount of the Notes for the time being outstanding. An Extraordinary Resolution passed at any meeting of the Noteholders shall be binding on all the Noteholders, whether or not they are present at the meeting, and on all Receiptholders and Couponholders. In relation to Subordinated Notes, such modifications may only be made to the extent that the Issuer has obtained the prior written approval of the *Secrétariat général de la Commission bancaire*.

The Agent, the Issuer and the Guarantor may agree, without the consent of the Noteholders, Receiptholders or Couponholders, to:

- (a) any modification (except as mentioned above) of the Agency Agreement which is not prejudicial to the interests of the Noteholders; or
- (b) any modification of the Notes, the Receipts, the Coupons or the Agency Agreement which is
  - (i) to cure or correct any ambiguity or defective or inconsistent provision contained therein, provided that such modification is not prejudicial to the interests of the Noteholders, the Receiptholders and/or the Couponholders or
  - (ii) to correct a manifest error or proven error or
  - (iii) to comply with mandatory provisions of the law of the jurisdiction in which the Issuer is incorporated.

Any such modification shall be binding on the Noteholders, the Receiptholders and the Couponholders and any such modification shall be notified to the Noteholders in accordance with Condition 14.

In respect of Registered Notes, the relevant central securities depositary and clearing institution and the Issuer, as applicable, may agree, without the consent of the Noteholders to (a) any modification of the Notes which is not materially prejudicial to the interests of the Noteholders; or (b) any modifications of the Notes which is of formal, minor or technical nature or is made to correct a manifest error or proven error or to comply with mandatory provisions of the law of the jurisdiction in which the Issuer is incorporated. Any such modification shall be binding on the relevant Noteholders and any such modification shall be notified to such Noteholders in accordance with Condition 14.

## **16. Further Issues**

The Issuer shall be at liberty from time to time without the consent of the Noteholders, Receiptholders or Couponholders to create and issue further notes ranking *pari passu* in all respects and on the same Terms and Conditions (save for their Issue Date, Interest Commencement Date, Issue Price and/or the amount and date of the first payment of interest thereon), and so that the same shall be consolidated and form a single series with, the outstanding Notes.

## **17. Adjustments and Disruption**

In the case of Physical Delivery Notes and Indexed Notes, the applicable Final Terms and (if applicable) a document supplemental to this Debt Issuance Programme Prospectus will (where applicable) contain provisions relating to adjustments with respect to Underlying Assets, any underlying index or indices, settlement disruption and market disruption (including, without limitation and where necessary, appropriate definitions of **Potential Adjustment Events**, **Settlement Disruption Events** and **Market Disruption Events** and details of the consequences of such events), except that for Physical Delivery Notes or Indexed Notes that are Equity Linked Notes, Commodity Linked Notes, Credit Linked Notes or Managed Assets Portfolio Linked Notes such adjustments with respect to the underlying, and any settlement disruption or market disruption, shall be subject to the provisions of the Technical Annex, unless otherwise provided in the applicable Final Terms.

## **18. Modifications of the Terms and Conditions of the Notes**

The Issuer together with all relevant Purchasers of any Tranche of Notes to be issued under the Programme may agree, in relation to such Tranche of Notes, to vary, amend and/or supplement these Terms and Conditions, such changes (where applicable) to be set forth prior to the Issue Date in the applicable Final Terms to the Tranche of Notes or in an annex or schedule to such Final Terms.

## **19. Contracts (Rights of Third Parties) Act 1999**

The Notes shall not confer any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of the Notes, but this does not affect any right or remedy of a third party which may exist or is available apart from that Act.

## **20. Governing Law and Submission to Jurisdiction**

The Agency Agreement, the Deed of Covenant, the Guarantee, the Notes (except Registered Notes, which shall be governed by, and construed in accordance with, the laws of the jurisdiction specified in the applicable Final Terms), the Receipts and the Coupons are governed by, and shall be construed in accordance with, English law, other than Condition 2(b) which, if applicable, is governed by, and shall be construed in accordance with, French law.

The Issuer submits for the exclusive benefit of the Noteholders, the Receiptholders and the Couponholders, to the jurisdiction of the High Court of Justice in England for all purposes in connection with the Agency Agreement, the Deed of Covenant, the Guarantee, the Notes, the Receipts and the Coupons. In relation thereto the Issuer has appointed Société Générale, London Branch, (**SGLB**), currently of SG House, 41 Tower Hill, London EC3N 4SG, as its agent for receipt of process on its behalf and has agreed that in the event of SGLB ceasing so to act or ceasing to be registered in England it will appoint another person as its agent for service of process. Without prejudice to the foregoing, the Issuer further irrevocably agrees that any suit, action or proceedings arising out of or in connection with the Agency Agreement, the Deed of Covenant, the Guarantee, the Notes, the Receipts and the Coupons may be brought in any other court of competent jurisdiction.

## TECHNICAL ANNEX

The following shall, if stated to be applicable in the applicable Final Terms, form part of the Terms and Conditions of the Notes.

The payment of principal and/or interest in respect of the Notes subject to the Technical Annex will be determined or calculated by reference to an index and/or a formula based on or referring to one or more "underlying" (for the purposes of this Technical Annex, **Underlying** shall mean such index, formula or other underlying (or, if applicable, **Basket** of several such underlyings) as is specified in the applicable Final Terms).

An Underlying may be, without limitation, a share in a company, any other equity or non-equity security, a currency or currency exchange rate, an interest rate, a dividend, a credit risk, a fund unit, a share of an investment company, a term deposit, a life insurance contract, a loan, a commodity, a futures contract, a unit linked feature (accounting unit), an event not linked to the Issuer or the Guarantor or any other factor, a basket thereof or any combination thereof, each as specified in the applicable Final Terms.

This Technical Annex contains technical provisions relating, *inter alia*, to the adjustments to be made by the Calculation Agent or to the way a market disruption event that may affect an Underlying will be treated in the context of the Notes, or to mathematical formulas used to calculate amounts due under the Notes when the Underlying is an index, a share or a fund unit or a share of an investment company or an American depositary receipt or a dividend or a commodity or a credit risk or a non-equity security.

The technical provisions relating to the other types of Underlying mentioned above shall be set out in the Final Terms applicable to the relevant Notes.



## **TECHNICAL ANNEX TABLE OF CONTENTS**

### **A) EQUITY TECHNICAL ANNEX**

#### **PART 1 - DEFINITIONS RELATING TO SHARES, AMERICAN DEPOSITARY RECEIPTS (ADRs), INDICES, FUNDS AND DIVIDENDS:**

- I. Common definitions and provisions for Shares, American Depositary Receipts, Indices and Dividends
- II. Definitions specific to Shares and American Depositary Receipts
- III. Definitions specific to Indices
- IV. Definitions specific to Funds
- V. Definitions specific to Dividends

#### **PART 2 - ADJUSTMENTS RELATING TO SHARES, AMERICAN DEPOSITARY RECEIPTS (ADRs), INDICES, FUNDS, AND DIVIDENDS:**

- I. Adjustments and Extraordinary Events relating to Shares and American Depositary Receipts
- II. Adjustments relating to Indices
- III. Adjustments and events relating to Funds/Units
- IV. Adjustments and events relating to Dividends

#### **PART 3 - CALCULATIONS - PHYSICAL DELIVERY:**

- I. Calculations
- II. Physical Delivery Notes

### **B) COMMODITIES TECHNICAL ANNEX**

- 1. Commodity Reference Price
- 2. Exchange and Principal Trading Markets
- 3. Other Definitions
- 4. Indices relating to commodities

### **C) CREDIT TECHNICAL ANNEX**

#### **PART 1 - CREDIT EVENT PROVISIONS RELATING TO SHARES, INDICES, FUNDS AND AMERICAN DEPOSITARY RECEIPTS:**

- I. If Physical Delivery is specified in the applicable Final Terms
- II. If Cash Settlement is specified in the applicable Final Terms
- III. Credit Event Notice after Restructuring
- IV. Multiple Successors

#### **PART 2 - DEFINITIONS:**

### **D) MANAGED ASSETS PORTFOLIO - TECHNICAL ANNEX**

- 1. General Definitions
- 2. Definition of Assets
- 3. Definitions of the Fees and Costs
- 4. Adjustments and Extraordinary Events

### **E) NON EQUITY SECURITY TECHNICAL ANNEX**

#### **PART 1 - DEFINITIONS:**

#### **PART 2 - EVENTS AND ADJUSTMENTS**

### **PART 3 - CALCULATIONS - PHYSICAL DELIVERY**

- I. Calculations
- II. Physical Delivery Notes

### **F) DEFINITIONS RELATING TO FORMULAS**

### **G) OTHER DEFINITIONS**

## A) EQUITY TECHNICAL ANNEX

### PART 1 - DEFINITIONS RELATING TO SHARES, AMERICAN DEPOSITARY RECEIPTS (ADRs), INDICES, FUNDS AND DIVIDENDS

#### I. Common definitions and provisions for Shares, American Depositary Receipts, Indices and Dividends

**Averaging Date** means, in respect of a Valuation Date and a Share, an ADR or an Index, each date specified as such in the applicable Final Terms for the purpose of determining an average (or if such date is not a Scheduled Trading Day, the next following Scheduled Trading Day).

**Business Day** means a "Business Day" as defined in Condition 4(b)(i) determined on the basis of the Specified Currency of the relevant Notes.

**Closing Price** means:

- (i) in respect of a Share:
  - (A) if such Share is traded on the Tokyo Stock Exchange or the Osaka Securities Exchange, the last traded price of such Share for the day quoted by the Exchange, provided however, that if there is a closing special quote on such Share quoted by the Exchange (*tokubetsu kehaine*), such quote shall be deemed to be the relevant Closing Price;
  - (B) if such Share is traded on the Italian Stock Exchange, the *Prezzo di Riferimento*, which means the price as published by the Italian Stock Exchange at the close of trading and having the meaning ascribed thereto in the Rules of the Markets Organised and Managed by the Italian Exchange, as such Rules may be amended by Borsa Italiana S.p.a. from time to time;
  - (C) in any other case, the official closing price of such Share on the relevant Exchange.
- (ii) in respect of an Index, the official closing level of the Index published and announced by the Index Sponsor,
- (iii) in respect of an ADR, the official closing price of such ADR on the relevant Exchange.

in any case as adjusted (if applicable) pursuant to the provisions of Part 2 below.

**Company** means, in respect of a Share, the issuer of such Share and, in respect of an ADR, the issuer of the Deposited Securities related to such ADR.

#### Consequences of Disrupted Days for a Share, an ADR or an Index

If any Valuation Date or Averaging Date specified in the Final Terms (the **Scheduled Valuation Date** and the **Scheduled Averaging Date** respectively), is a Disrupted Day for a Share, an ADR or an Index (the **Affected Share**, the **Affected ADR** or the **Affected Index**, respectively), the Valuation Date or the Averaging Date for each Share, ADR or Index not affected by a Disrupted Day shall be the Scheduled Valuation Date or the Scheduled Averaging Date, and the Valuation Date or the Averaging Date for each Affected Share, each Affected ADR or each Affected Index shall be the first succeeding Scheduled Trading Day that is not a Disrupted Day in respect of that Affected Share, Affected ADR or Affected Index, unless each of the eight Scheduled Trading Days immediately following the Scheduled Valuation Date or the Scheduled Averaging Date is also a Disrupted Day. In that case:

- (i) that eighth Scheduled Trading Day shall be deemed to be the Valuation Date or Averaging Date, for the Affected Share, Affected ADR or Affected Index notwithstanding the fact that such day is a Disrupted Day, and
- (ii) the Calculation Agent shall determine (a) in respect of a Share or an ADR, its good faith estimate of the value of the Share or ADR as of the Valuation Time on that eighth Scheduled Trading Day or (b) in respect of an Index, the level of the Index as of the Valuation Time on that eighth Scheduled Trading Day in accordance with the formula for and method of calculating that Index last in effect prior to the occurrence of the first Disrupted Day using the Exchange traded or quoted price as of the Valuation

Time on that eighth Scheduled Trading Day of each security comprised in the Index (or if an event giving rise to a Disrupted Day has occurred in respect of the relevant security on that eighth Scheduled Trading Day, its good faith estimate of the value of the relevant security as of the Valuation Time on that eighth Scheduled Trading Day) and the good faith estimate of the value of the Share or ADR or the level of the Index so calculated shall be deemed the Closing Price;

*provided however that,*

- (A) if a Scheduled Averaging Date is a Disrupted Day, the Averaging Date shall be postponed pursuant to the provisions above to the first succeeding Scheduled Trading Day that is not a Disrupted Day provided it is not also a Scheduled Averaging Date; if on the eighth Scheduled Trading Day following the Scheduled Averaging Date a Scheduled Trading Day that is not a Disrupted Day nor another Scheduled Averaging Date has not occurred, then that eighth Scheduled Trading Day shall be deemed the Averaging Date (irrespective of whether that eighth Scheduled Trading Day is also a Scheduled Averaging Date), and the Calculation Agent shall make on that day the determinations described in (ii) above, and the good faith estimate of the value of the Share or ADR or the level of the Index so calculated shall be deemed the Closing Price;
- (B) notwithstanding the foregoing, a Valuation Date or an Averaging Date (postponed as the case may be pursuant to the provisions above) shall occur not later than four Business Days before the date of any payment to be made under the Notes on the basis of determinations made on such Valuation Date or Averaging Date; if a Valuation Date or an Averaging Date (postponed as the case may be pursuant to the provisions above) would fall less than the fourth Business Days prior to the date of any payment to be made under the Notes on the basis of determinations made on such Valuation Date or Averaging Date, then that fourth Business Day shall be deemed the Valuation Date or Averaging Date and the Calculation Agent shall make, on that day the determinations described in (ii) above at the latest as of the Valuation Time on such fourth Business Day and the good faith estimate of the value of the Share or ADR or the level of the Index so calculated shall be deemed the Closing Price.

**Exchange(s)** means, in respect of a Share, an ADR or an Index, the corresponding exchange or quotation system specified in the applicable Final Terms, or any successor exchange or quotation system or any substitute exchange or quotation system to which trading in the Share, ADR or Shares underlying an Index, has temporarily relocated (provided that the Calculation Agent has determined that there is comparable liquidity relative to such Share, ADR or Shares underlying an Index, on such temporary substitute exchange or quotation system as on the original Exchange). In respect of Deposited Securities, **Exchange** means the primary exchange or market of trading of such Deposited Securities.

**Fx Rate** means, in respect of a date, the currency exchange rate of one currency against another currency, as specified in the Final Terms, quoted by the relevant exchange rate provider on such date, as ascertained by the Calculation Agent on the Reuters Page specified in the Final Terms. If such Fx Rate cannot be or ceases to be determined, then the Calculation Agent shall select another Reuters page or determine in good faith such exchange rate by reference to such sources as it may select in its absolute discretion.

**Index** means an index the name of which appears in the applicable Final Terms, subject to adjustment pursuant to the provisions of "Adjustments to Indices" (below).

**Index Sponsor** means the corporation or other entity (as specified in the applicable Final Terms) that (a) is responsible for setting and reviewing the rules and procedures and the methods of calculation and adjustments, if any, related to the relevant Index and (b) announces (directly or through an agent) the level of the relevant Index on a regular basis during each Exchange Business Day.

**Market Disruption Event** means in respect of a Share or an Index, the occurrence or existence of (i) a Trading Disruption, (ii) an Exchange Disruption which, in either case, the Calculation Agent determines is material, at any time during the one hour period that ends at the relevant Valuation Time or (iii) an Early Closure.

**Trading Disruption** means in respect of a Share or an Index, any suspension of or limitation imposed on trading by the relevant Exchange or Related Exchange or otherwise and whether by reason of movements in price exceeding limits permitted by the relevant Exchange or Related Exchange or otherwise (i) relating to the Share on the Exchange or, in the case of an Index, the relevant Exchange(s) relating to securities that comprise

20 per cent or more of the level of the relevant Index or (ii) in futures or options contracts relating to the Share or the relevant Index on any relevant Related Exchange.

**Exchange Disruption** means in respect of a Share or an Index, any event (other than an Early Closure) that disrupts or impairs (as determined by the Calculation Agent) the ability of market participants in general (i) to effect transactions in, or obtain market values for the Share on the Exchange, or, in the case of an Index, on any relevant Exchange(s) relating to securities that comprise 20 per cent or more of the level of the relevant Index, or (ii) to effect transactions in, or obtain market values for, futures or options contracts relating to the Share or the relevant Index on any relevant Related Exchange.

**Early Closure** means the closure on any Exchange Business Day of (i) (a) in the case of a Share, the relevant Exchange, or (b) in the case of an Index any relevant Exchange(s) relating to securities that comprise 20 per cent or more of the level of the relevant Index, or (ii) any Related Exchange, prior to its Scheduled Closing Time unless such earlier closing is announced by such Exchange or Related Exchange (as the case may be) at least one hour prior to the earlier of (x) the actual closing time for the regular trading session on such Exchange or Related Exchange (as the case may be) on such Exchange Business Day and (y) the submission deadline for orders to be entered into the Exchange or Related Exchange system for execution at the relevant Valuation Time on such Exchange Business Day.

**Related Exchange(s)** means, in respect of a Share, an ADR or an Index (and, in the case the Underlying is an ADR, the Deposited Securities), each exchange or quotation system where trading has a material effect (as determined by the Calculation Agent) on the overall market for futures and options contracts relating to such Share, ADR, Index or Deposited Securities, any successor exchange or quotation system or any substitute exchange or quotation system to which trading in futures or options contracts relating to a Share, ADR, Index or Deposited Security, has temporarily relocated (provided that the Calculation Agent has determined that there is comparable liquidity relative to the futures or options contracts relating such Share, ADR, Index or Deposited Security, on such temporary substitute exchange or quotation system as on the original Related Exchange).

**Valuation Date** means, in respect of a Share, an ADR or an Index, each date specified as such in the applicable Final Terms (or, if such date is not a Scheduled Trading Day for such Share, ADR or Index, the next following Scheduled Trading Day), unless such day is a Disrupted Day in which case it shall be postponed pursuant to the provisions of Consequence of Disrupted Days for a Share, an ADR or an Index.

**Valuation Time** means in respect of a Share, an ADR or an Index, the Scheduled Closing Time provided however that if the Exchange closes prior to its Scheduled Closing Time, the Valuation Time shall be the actual closing time of the Exchange.

In the event that the Underlying is in the form of an ADR issued pursuant to a Deposit Agreement (i) references to **Share** in the definitions of **Market Disruption Event**, **Trading Disruption**, **Exchange Disruption** and **Early Closure** above refer both to the ADRs and to the Deposited Securities relating such ADRs, and (ii) references to Exchange and Related Exchange in these definitions refer to such exchanges as they relate to both the ADRs and to the Deposited Securities relating to such ADRs. For the avoidance of doubt, a Disrupted Day will be deemed to have occurred with respect to an ADR if a Disrupted Day has occurred with respect to the related Deposited Securities

## **II. Definitions specific to Shares and American Depositary Receipts**

**ADR** means an American Depositary Receipt relating to shares issued by a Company, as specified in the applicable Final Terms, subject to adjustment pursuant to the provisions of "Adjustment and Extraordinary Events Relating to Shares and ADRs" below. An ADR is a receipt evidencing Deposited Securities.

**ADR Intraday Price** means, in respect of an ADR, the price of such ADR on the relevant Exchange at any time during a trading session on an Exchange Business Day, including the Closing Price.

**Deposit Agreement** means the deposit agreement between the Company that has issued the shares that are Deposited Securities and the Depositary pursuant to which an ADR was issued.

**Depositary** means, the depositary appointed in the Deposit Agreement or any successor to it from time to time in such capacity.

**Deposited Securities** means the shares issued by a Company held by the Depositary under the Deposit Agreement pursuant to which an ADR evidencing such Deposited Securities was issued.

**Disrupted Day** means in respect of a Share or an ADR, any Scheduled Trading Day (a) on which a relevant Exchange or Related Exchange fails to open for trading during its regular trading session or (b) on which a Market Disruption Event has occurred.

**Exchange Business Day** means in respect of a Share or an ADR, (or, if applicable, each Share or ADR comprised in the Basket and observed separately (in the case of a Basket of Shares or ADRs) any Scheduled Trading Day on which each relevant Exchange and Related Exchange are open for trading during their respective regular trading sessions, notwithstanding any such Exchange or Related Exchange closing prior to its Scheduled Closing Time.

**Scheduled Closing Time** means, in respect of an Exchange or Related Exchange, the scheduled weekday closing time of such Exchange or Related Exchange, without regard to after hours or any other trading outside of the regular trading session hours.

**Scheduled Trading Day** means in respect of a Share or an ADR, any day on which each Exchange and each Related Exchange, if any, are scheduled to be open for trading for their respective regular trading session.

**Share(s)** means a share of the Company the name of which appears in the applicable Final Terms, subject to adjustment pursuant to the provisions of "*Adjustments and Extraordinary Events relating to Shares and American Depositary Receipts*" (below).

**Share Intraday Price** means in respect of a Share, the price of such Share on the relevant Exchange at any time during a trading session on an Exchange Business Day, including the Closing Price.

### **III. Definitions specific to Indices**

**Disrupted Day** means in respect of an Index, any Scheduled Trading Day (a) on which a relevant Related Exchange fails to open for trading during its regular trading session, (b) on which a Market Disruption Event has occurred or (c) on which the Index Sponsor fails to publish the Closing Price of the Index.

**Exchange Business Day** means in respect of an Index (or, if applicable, each Index comprised in the Basket and observed separately (in the case of a Basket of Indices)), any Scheduled Trading Day on which the relevant Related Exchange of the Index is open for trading during its respective regular trading session, notwithstanding any such Related Exchange closing prior to its Scheduled Closing Time and the Index Sponsor publishes the Closing Price of such Index.

**Index Intraday Price** means in respect of an Index, the level of such Index on the relevant Exchange at any time during a trading session on an Exchange Business Day including the Closing Price.

**Scheduled Closing Time** means, in respect of an Exchange or Related Exchange, the scheduled weekday closing time of such Exchange or Related Exchange, without regard to after hours or any other trading outside of the regular trading session hours.

**Scheduled Trading Day** means in respect of an Index, any day on which (a) the Index Sponsor is scheduled to publish the Closing Price of the Index and (b) the Related Exchange is scheduled to be open for trading during its respective regular trading session.

#### IV. Definitions specific to Funds

**Averaging Date** means, when used in respect of a Fund, in respect of each Valuation Date, each date specified as such in the applicable Final Terms for the purpose of determining an average (or if such date is not a Fund Business Day, the next following Fund Business Day subject to the provisions of the paragraph below).

**Consequences of (i) a non-occurrence of a Fund Business Day or (ii) the occurrence of a Market Disruption Event for a Fund:**

- (i) If a Valuation Date and/or an Averaging Date is not a Fund Business Day and no Fund Business Day occurs for a period of ten consecutive calendar days following such Valuation Date and/or such Averaging Date for a reason other than the occurrence of a Market Disruption Event; or
- (ii) If on the Publication Day related to a subscription or redemption order given by the Calculation Agent on a Valuation Date or an Averaging Date (the **Initial Publication Day**), a Market Disruption Event has occurred, the determination of the Net Asset Value of the relevant Fund shall be postponed to the first Publication Day immediately following the Initial Publication Day no longer affected by the Market Disruption Event, unless there is a Market Disruption Event on each of the five Publication Days following the Initial Publication Day or such fifth Publication Day has not occurred thirty-five (35) consecutive calendar days following the Initial Publication Day,

then the Calculation Agent shall determine its good faith estimate of the net asset value per Unit of such Fund which shall be deemed to be the Net Asset Value of the relevant Fund, *provided however* that, notwithstanding the foregoing, such determination made by the Calculation Agent shall occur not later than four Business Days before the date of any payment to be made under the Notes on the basis of determinations on such Valuation Date or Averaging Date.

**Fund** means the entity, trust or other form of collective investment scheme specified as such in the applicable Final Terms and described in the relevant Fund Prospectus.

**Fund Business Day** means, in respect of each Fund observed separately, a day on which subscription and/or redemption orders given by the Calculation Agent for the Unit of a Fund are recorded by the Fund, or the Fund's administrator, registrar or manager, or any entity in charge of receiving redemption and subscription orders relating to the Units of the Fund in accordance with the terms of the Fund Prospectus.

**Fund Prospectus** means, in respect of a Fund, the document describing such Fund and providing, *inter alia*, for the subscription and redemption process in respect of the Units of such Fund and the rights attached to such Units, as such document may be supplemented and amended from time to time.

**Market Disruption Event** means, in respect of each Fund observed separately, on a Publication Day related to a subscription or redemption order given by the Calculation Agent on a Valuation Date or an Averaging Date, the occurrence of an event beyond the control of the Calculation Agent which precludes the calculation, or causes the suspension or the limitation of the publication of the net asset value per unit of a Fund.

**Net Asset Value** or **NAV** means, in respect of a Fund, the net asset value per Unit of such Fund as calculated or settled from time to time by the manager of the relevant Fund. In case of partial execution of a subscription or a redemption order given by the Calculation Agent, the Calculation Agent will retain the weighted average of the executed orders of all the partial Net Asset Values in its calculation, as adjusted (if applicable) pursuant to the provisions of Part 2 below.

**Publication Day** means a day on which the Net Asset Value of the Fund (on the basis of which a subscription or a redemption order may be executed) is scheduled to be published by the manager of the Fund pursuant to the Fund Prospectus.

**Unit** means, in respect of a Fund, a share or unit of such Fund.

**Valuation Date** means, in respect of a Fund, each date specified in the applicable Final Terms (or, if such date is not a Fund Business Day, the next following Fund Business Day subject to the provisions of "Consequences of (i) a non-occurrence of a Fund Business Day or (ii) the occurrence of a Market Disruption Event for a Fund" above).

## **V. Definitions specific to Dividends**

**Dividend** means in respect of a Share:

- (i) an amount of dividend per Share as declared by the Company, before the withholding or deduction of taxes at source by or on behalf of any applicable authority having power to tax in respect of such a dividend (an **Applicable Authority**), but which shall not take into account:
  - (a) any imputation or other credits, refunds or deductions granted by an Applicable Authority (together, the **Credits**); and
  - (b) any taxes, credits, refunds or benefits imposed, withheld, assessed or levied on the Credits referred to in (a) above, and/or
- (ii) an amount per Share being the cash value of any stock dividend (whether or not such stock dividend comprises shares that are not the ordinary shares of the issuer) declared by the Company (or, if no cash value is declared by the relevant issuer, the cash value of such stock dividend as determined by the Calculation Agent, calculated by reference to the opening price of such ordinary shares on the Ex-Dividend Date applicable to that stock dividend) provided that if holders of record of the relevant Share may elect between receiving an amount as defined in (i) above or in this sub-paragraph (ii), the dividend shall be deemed to be an amount as defined in (i) above.

In any case, this definition shall exclude (i) any dividends in relation to which the Index Sponsor makes an adjustment to the Index when the Share is considered as a component of an Index, or (ii) any dividends in relation to which the Related Exchange makes an adjustment to the Designated Contract when the Share is considered individually or as part of a basket (however where the Index Sponsor has adjusted the Index for part of a dividend or as the case may be the Related Exchange, the provisions above shall apply only to the unadjusted part).

**Designated Contract** means an options or futures contract on the Share traded on the Related Exchange with an expiry date (or the date which would have been the expiry date but for that day being a Disrupted Day or not being a Scheduled Trading Day) that matches the relevant Valuation Date of the Notes.

**Dividend Period** means the period specified as such in the Final Terms.

**Ex-Dividend Date** means in respect of a Dividend the date that a Share is scheduled to commence trading ex-dividend on the primary exchange or quotation system for such Share, as determined by the Calculation Agent.

**Official Index Divisor** means the value, calculated by the Index Sponsor, necessary to ensure that the numerical value of the Index remains unchanged after a change in the composition of the Index. The value of the Index after any change in its composition is divided by the Official Index Divisor to ensure that the value of the Index returns to its normalised value.

**Official Number** means, in respect of a date, an Index and a Share comprising such Index, the number of free-floating shares relating to such Share comprised in the Index, as calculated and published by the Index Sponsor on such date, subject to "Failure to Publish" below.

## **PART 2 - ADJUSTMENTS RELATING TO SHARES, AMERICAN DEPOSITARY RECEIPTS (ADRs), INDICES, FUNDS AND DIVIDENDS**

### **I. Adjustments and Extraordinary Events relating to Shares and American Depositary Receipts**

#### **A. Potential Adjustment Events**

**Potential Adjustment Event** means, in relation to a Share, any of the following:

- (i) a subdivision, consolidation or reclassification of such Share (unless resulting in a Merger Event) including, for the avoidance of doubt, a stock split or reverse stock split, or a free distribution or dividend of any such Shares to existing holders by way of bonus, capitalisation or similar issue;



- (ii) a distribution, issue or dividend to existing holders of such Share of (a) such Shares or (b) other share capital or securities granting the right to payment of dividends and/or the proceeds of liquidation of the Company equally or proportionately with such payments to holders of such Shares (c) share capital, other securities of another issuer acquired or owned (directly or indirectly) by the Company as a result of a spin-off or other similar transaction, or (d) any other type of securities, rights or warrants or other assets, in any case for payment (in cash or otherwise) at less than the prevailing market price as determined by the Calculation Agent;
- (iii) an extraordinary dividend as determined by the Calculation Agent;
- (iv) a call by the Company in respect of Shares that are not fully paid;
- (v) a repurchase by the Company or any of its subsidiaries of Shares whether out of profits or capital and whether the consideration for such repurchase is cash, securities or otherwise;
- (vi) an event that results in any shareholder rights being distributed or becoming separated from shares of common stock or other shares of the capital stock of the Company pursuant to a shareholder rights plan or arrangement directed against hostile takeovers that provides upon the occurrence of certain events for a distribution of preferred stock, warrants, debt instruments or stock rights at a price below their market value, as determined by the Calculation Agent provided that any adjustment effected as a result of such an event shall be readjusted upon any redemption of such rights; or
- (vii) any other event having, in the opinion of the Calculation Agent, a diluting or concentrative effect on the theoretical value of the Shares.

Following the occurrence of any Potential Adjustment Event as defined above, the Calculation Agent will, as soon as reasonably practicable after it becomes aware of such event determine whether such Potential Adjustment Event has a diluting or concentrative effect on the theoretical value of the Share and, if so, will (a) calculate the corresponding adjustment, if any, to be made to the elements relating to the relevant Share used to determine any settlement or payment terms under the Notes and/or any other terms of the Notes as it determines appropriate to preserve the economic equivalent of the obligations of the Issuer under the Notes and (b) determine the effective date of that adjustment. The Calculation Agent may (but need not) determine the appropriate adjustment by reference to the adjustment in respect of such Potential Adjustment Event made by a Related Exchange to options on the Share traded on such Related Exchange.

In the event that the Underlying is in the form of an ADR, references to **Share** in the definition of **Potential Adjustment Event** above refer to the Deposited Securities underlying such ADRs. In addition, an event that has a diluting or concentrative effect on the Deposited Securities will affect the theoretical value of the ADR unless (and to the extent that) the Company or the Depositary, pursuant to its authority (if any) under the Deposit Agreement, elects to adjust the number of the Deposited Securities that are represented by each ADR such that the price of the ADR will not be affected by any such event (as determined by the Calculation Agent), in which case the Calculation Agent will make no adjustment. If the Company or the Depositary elects not to adjust the number of Deposited Securities that are represented by an ADR or makes an adjustment that the Calculation Agent determines not to have been adequate, then the Calculation Agent may, in its discretion, make the necessary adjustment to the elements relating to the Underlying used to determine any settlement or payment terms under the Notes and/or any other terms of the Notes as it determines appropriate to preserve the economic equivalent of the obligations of the Issuer under the Notes and determine the effective date of that adjustments. The Depositary may also have the ability pursuant to the Deposit Agreement to make adjustments in respect of the ADR for share distributions, rights distributions, cash distributions and distributions other than shares, rights and cash. Upon any such adjustment by the Depositary, the Calculation Agent may, in its discretion, make the necessary adjustments as the Calculation Agent deems appropriate to account for such event.

Upon making any such adjustment, the Calculation Agent shall give notice as soon as practicable to the Noteholders in accordance with the provisions of the Terms and Conditions setting out the adjustment to the terms of the Notes and giving brief details of the Potential Adjustment Event.

## **B. Extraordinary Events**

- (i) Upon the occurrence, in the determination of the Calculation Agent, on or prior to the last Valuation Date or the last Averaging Date of a Merger Event, a De-listing Event, a De-merger Event, an Insolvency, a Nationalisation or a Participation Event, in respect of a Share or an ADR or the opening of an Offering Period relating to such events (an **Affected Share** or an **Affected ADR**), then during such Offering Period, the Calculation Agent may decide in good faith to apply Method of Substitution with respect to the Affected Share or Affected ADR.
- (ii) If the Calculation Agent decides not to apply Method of Substitution during the Offering Period with respect to the Affected Share or Affected ADR, then:
  - (A) in respect of a Merger Event, from the Merger Date, and/or upon consummation of the Merger Event, until the sixtieth Business Day thereafter, the Calculation Agent, acting in good faith, shall apply:
    - (a) Share-for-Share: Alternative Obligation and/or Method of Substitution;
    - (b) Share-for-Other: Alternative Obligation and/or Method of Substitution, or Early Redemption;
    - (c) Share-for-Combined: Alternative Obligation and/or Method of Substitution;
  - (B) in the case of a Merger Event affecting two Shares or ADRs comprised in a Basket, the Calculation Agent will either:
    - (a) continue with the share or ADR resulting from the Merger Event and in order to maintain the original number of listed Companies, a Substitute Share or Substitute ADR (as applicable) will be elected and included in the Basket; or
    - (b) substitute both Shares (or ADRs) with two Substitute Shares (or ADRs) selected as described in the Method of Substitution;
  - (C) in respect of a De-merger Event, from the De-merger Date, and/or upon consummation of the De-merger Event, until the sixtieth Business Day thereafter, the Calculation Agent, acting in good faith, will either:
    - (a) replace the Affected Share or Affected ADR with the shares or ADRs of the successor Companies; or
    - (b) substitute one or more share(s) resulting from such De-merger Event pursuant to the Method of Substitution,

it being understood that, in the case of a Basket, the Calculation Agent shall maintain the initial number of listed Companies and that in the case where the Calculation Agent has elected to substitute the Affected Share or Affected ADR with several shares or ADRs resulting from such De-merger Event, such shares or ADRs shall be placed in a sub-basket and considered as one component of the Basket;
  - (D) in respect of a De-listing Event or a Nationalisation, from the effective date of such event, until the sixtieth Business Day thereafter, the Calculation Agent, acting in good faith, may, but is not obliged to, apply the Method of Substitution;
  - (E) in respect of an Insolvency, the Calculation Agent will decide, either that:
    - (a) the Affected Share or the Affected ADR will be substituted pursuant to the Method of Substitution; or
    - (b) the value of the relevant component in the formula used to determine the amount to be paid or whether a condition has occurred, if any, as described in the applicable Final Terms, representing the Affected Share or the Affected ADR will be accounted by the Calculation Agent for its fair market value determined at any time as from the date of occurrence of such Insolvency until the last Valuation Date or the last

Averaging Date. The determination of the fair market value shall depend upon the liquidity of the market and the trading conditions relating to the Share or ADR affected at the time of calculation; and

- (F) in respect of a Participation Event, the Calculation Agent may, but is not obliged to, select a Substitute Share or Substitute ADR for the Affected Share or the Affected ADR pursuant to the Method of Substitution.
- (iii) Notwithstanding anything herein to the contrary, the Calculation Agent shall use its reasonable endeavours at all times to maintain the original number of listed companies as Companies hereunder.

Definitions applicable to this section B - Extraordinary Events:

**Alternative Obligation** means:

- (i) if, in respect of a Share-for-Share Merger Event, the Calculation Agent decides to apply Alternative Obligation, then on or after the relevant Merger Date the New Shares and the issuer of such New Shares (or, in the case of New Shares which are issued in the form of ADRs, the issuer of the Deposited Securities related to such ADRs) will be deemed the **Shares** (or **ADRs**, as the case may be) and the **Company**, respectively, and, if necessary, the Calculation Agent will adjust any relevant terms of the Notes on the basis of the number of New Shares (as subsequently modified in accordance with any relevant terms and including the proceeds of any redemption, if applicable) to which a holder of the relevant number of Shares or ADRs immediately prior to the occurrence of the Merger Event would be entitled upon consummation of the Merger Event;
- (ii) if, in respect of a Share-for-Other Merger Event, the Calculation Agent decides to apply Alternative Obligation, then on or after the relevant Merger Date, the Calculation Agent will adjust any relevant terms of the Notes on the basis of the amount of Other Consideration (as subsequently modified in accordance with any relevant terms and including the proceeds of any redemption, if applicable) to which a holder of the relevant number of Shares or ADRs would be entitled upon consummation of the Merger Event and, if necessary, any relevant terms of the Notes; and
- (iii) if, in respect of a Share-for-Combined Merger Event, the Calculation Agent decides to apply Alternative Obligation, then on or after the Merger Date the New Shares and the Other Consideration will be deemed the **Shares** (or **ADRs**, as the case may be) and the issuer of the New Shares (or, in the case of New Shares which are issued in the form of ADRs, the issuer of the Deposited Securities related to such ADRs) or the Other Consideration (if any) will be deemed the **Company** respectively, and, if necessary, the Calculation Agent will adjust any relevant terms of the Notes on the basis of the number of New Shares and the amount of Other Consideration (as subsequently modified in accordance with any relevant terms and including the proceeds of any redemption, if applicable) to which a holder of the relevant number of Shares or ADRs would be entitled upon consummation of the Merger Event.

**Combined Consideration** means New Shares in combination with Other Consideration.

**De-listing Event** means, in respect of a Share or an ADR, that such Share, ADR (or Deposited Security related to such ADR): (a) ceases to be listed, traded or publicly quoted on the relevant Exchange or listing compartment of the relevant Exchange (for any reason other than a Merger Event or a Tender offer) and is not immediately re-listed, re-traded or re-quoted on an exchange or quotation system located in the same country as the Exchange (or where the Exchange is within the European Union, in any member state of the European Union) or (b) has its listing, trading or public quotation maintained in inappropriate conditions in the opinion of the Calculation Agent (such conditions to include, without limitation, a lack of liquidity or the disappearance of the relevant future and/or option contract of the relevant Share) or (c) in respect of an Underlying in the form of an ADR, the Deposited Agreement is terminated.

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

**De-merger Date** means the date on which a De-merger Event becomes effective.

**Early Redemption** means that there will be an Early Redemption of the Notes on the basis of Market Value as defined in Condition 6(g) of the Terms and Conditions.

**Fixing Period** means the period subject to a maximum of ten Exchange Business Days, which shall expire no later than 90 Business Days following the Merger Date, the De-merger Date or the effective date of the De-listing Event, Nationalisation, Insolvency or Participation Event) during which:

- (i) the Calculation Agent sells the Affected Shares, Affected ADRs, the New Shares and/or the Other Consideration, (as the case may be), on the basis of the arithmetic mean of the closing prices of the relevant assets, as observed during such Fixing Period; and
- (ii) the proceeds of such sale are re-invested in the Substitute Shares, Substitute ADRs and/or New Shares accordingly during the said Fixing Period on the basis of the arithmetic mean of the closing prices of such Substitute Shares, Substitute ADRs and/or New Shares, as observed during such Fixing Period.

**Insolvency** means, in respect of a Company, voluntary or involuntary liquidation, bankruptcy, insolvency, dissolution or winding-up of, or any analogous proceeding affecting, such Company, as determined in good faith by the Calculation Agent.

**Merger Date** means in respect of a Share or an ADR, the date upon which holders of the necessary number of the relevant Shares or ADRs (other than, in the case of a takeover offer, Shares or ADRs owned or controlled by the offeror) to constitute a Merger Event have agreed or have irrevocably become obliged to transfer their Shares.

**Merger Event** means in respect of any Share:

- (i) 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; or
- (ii) 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);
- (iii) other take-over offer, tender offer, exchange offer, solicitation, proposal or other event by any entity or person to purchase or otherwise obtain 100 per cent. of the outstanding Shares that results in a transfer of or an irrevocable commitment to transfer all or part of such Shares (other than any of such Shares owned or controlled by the offeror);
- (iv) any consolidation, amalgamation, merger or binding share exchange of the relevant Company or its subsidiaries with or into another entity in which such Company is the continuing entity and which does not result in a reclassification or change of all of such Shares outstanding but results in the outstanding Shares (other than Shares owned or controlled by such other entity) immediately prior to such event collectively representing less than 50 per cent. of the outstanding Shares immediately following such event; or
- (v) take-over offer, tender offer, exchange offer, solicitation, proposal or other event by any entity or person that results in such entity or person purchasing or otherwise obtaining or having the right to obtain, by conversion or other means, greater than 10 per cent. and less than 100 per cent. of the outstanding voting shares of the Company, as determined by the Calculation Agent based upon the making of filings with governmental or self-regulatory agencies or such other information as the Calculation Agent deems relevant.

In the event that the Underlying is in the form of an ADR issued pursuant to a Deposit Agreement references to **Share** in this definition refer to the Deposited Securities underlying such ADRs.

**Method of Substitution** means that in the case of a Merger Event, De-listing Event, De-merger Event, Nationalisation, Insolvency or Participation Event (regardless of the consideration to be received), in respect of an Affected Share or an Affected ADR, the Calculation Agent may consider that the Affected Share, the Affected ADR, the New Shares and/or, all or part of the Other Consideration (as the case may be) is/are converted into cash and that the proceeds will be reinvested either (a) into a new share or ADR of the same economic sector or into a share or ADR issued by a company of a similar international standing or creditworthiness as the Company related to the Affected Share or Affected ADR (a **Substitute Share** or a **Substitute ADR**, as the case may be) or (b) in the case of Combined Consideration into New Shares. In the

event of Other Consideration to be received in cash, in the future, the Calculation Agent may consider that the cash to be received in the future is discounted in order to immediately re-invest the proceeds then procured in accordance with (a) and (b) above.

The sale of the Affected Share, Affected ADRs, the New Shares and/or the Other Consideration shall be deemed to take place during the Fixing Period. The Substitute Share (or Substitute ADR, as the case may be) and the company issuing such Substituted Share (or, in the case of an ADR, the company issuing the Deposited Securities related to such ADR) will be deemed a **Share** and the **Company** respectively, and the Calculation Agent will adjust any relevant terms of the Notes.

*For information purposes*, it is understood that in all cases described herein where a Share or ADR is substituted, on any date "t", with a Substitute Share or Substitute ADR, the value of the relevant component in the formula used to determine the amount to be paid as described in the applicable Final Terms, shall not be affected by the substitution on such date "t" in respect of the Substitute Share or Substitute ADR and would mean the closing price of such Substitute Share or Substitute ADR on the relevant Exchange on the date "t" is weighted by an appropriate linking coefficient so that it is equal to the closing price of the Affected Share or Affected ADR on such date "t".

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

**New Shares** means shares or ADRs (whether of the offeror or a third party) that are listed or quoted on a recognised exchange as determined by the Calculation Agent.

**Offering Period** means the period from and including the date on which the Merger Event, the De-listing Event, De-merger Event, Insolvency, Nationalisation or Participation Event is publicly and officially announced to but excluding the Merger Date or De-merger Date or the effective date of the De-listing Event, Insolvency or Nationalisation.

**Other Consideration** means cash and/or any securities (other than New Shares) or assets (whether of the offeror or a third party).

**Participation Event** means that a Company (whose Shares or ADRs form part of a Basket) takes a stake exceeding 20 per cent. of another Company whose Shares or ADRs also form part of the Basket.

**Share-for-Combined** means, in respect of a Merger Event, that the consideration for the relevant Shares or ADRs consists of Combined Consideration.

**Share-for-Other** means, in respect of a Merger Event, that the consideration for the relevant Shares or ADRs consists solely of Other Consideration.

**Share-for-Share** means, in respect of a Merger Event, that the consideration for the relevant Shares or ADRs consists (or, at the option of the holder of such Shares or ADRs, may consist) solely of New Shares.

## **C. Correction of the Closing Price of a Share**

In the event that any price or level published on the Exchange and which is utilised for any calculation or determination made under the Notes is subsequently corrected and the correction is published and made available to the public by the Exchange after the original publication but no later than four Business Days prior to the Maturity Date (or any payment date(s) determined in the applicable Final Terms), the Calculation Agent will determine the amount that is payable as a result of that correction, and, to the extent necessary, will adjust the terms of the Notes to account for such correction.

## **II. Adjustments relating to Indices**

### **A. Adjustments**

#### **(i) If an Index is:**

- (A)** not calculated and announced by the relevant Index Sponsor but is calculated and announced by a relevant successor sponsor (the **Successor Sponsor**) acceptable to the Calculation Agent; or

- (B) replaced by a successor index using, in the determination of the Calculation Agent, the same or a substantially similar formula for, and method of, calculation as used in the calculation of that Index,

then the Index will be deemed to be the index so calculated and announced by the relevant Successor Sponsor or that successor index (as the case may be).

- (ii) If, in the determination of the Calculation Agent:

- (A) on or prior to a Valuation Date or an Averaging Date, the relevant Index Sponsor (or if applicable the Successor Sponsor) makes a material change in the formula for, or the method of calculating, that Index or in any other way materially modifies that Index (other than a modification prescribed in that formula or method to maintain that Index in the event of changes in constituent securities and capitalisation and other routine events);
- (B) on any Valuation Date or Averaging Date, the relevant Index Sponsor (or, if applicable, the relevant Successor Sponsor) fails to calculate and publish the level of the Index and such failure is likely to have a material impact on the hedge of Société Générale in connection with the Notes; or
- (C) the Index Sponsor (or, if applicable, the Successor Sponsor) permanently cancels the Index and no successor Sponsor exists,

then the Calculation Agent shall either:

- (A) calculate the relevant formula used to determine an amount to be paid or whether a condition has occurred, if any, as described in the applicable Final Terms using, *in lieu* of a published level for the Index, the level of that Index as at the Valuation Time on the relevant Valuation Date or Averaging Date, as determined by the Calculation Agent in accordance with the formula for and method of calculating that Index last in effect prior to that change, failure or cancellation, but using only those securities that comprised that Index immediately prior to that change, failure or cancellation (other than those securities that have since ceased to be listed on any relevant Exchange);
- (B) replace the Index by a new index provided that such index is (a) representative of the same economic or geographic sector (as the case may be), and (b) to the extent possible, representative of shares listed on one or more Exchanges of one or more OECD countries; or
- (C) if the Calculation Agent has not retained (A) and if in (B) no index meeting the criteria (a) and (b) can be selected by the Calculation Agent, then the Issuer shall terminate its obligations under the Notes and pay to each Noteholder, as soon as possible after the occurrence of the event giving rise to the relevant adjustment, an Early Redemption Amount on the basis of Market Value as defined in Condition 6(g) of the Terms and Conditions.

- (iii) If an Index merges with another index or if an Index which forms part of the Basket merges with another index which does not form part of the Basket, the Calculation Agent will either:

- (A) continue using the index resulting from the merger; or
- (B) replace the Index with another index (the New Index); as long as the New Index is (a) representative of the same economic or geographic sector (as the case may be) and (b) to the extent possible, representative of shares listed on one or more Exchanges of one or more OECD countries; or
- (C) if the Calculation Agent has not retained (A) and if in (B) no index meeting the criteria (a) and (b) can be selected by the Calculation Agent, then the Issuer shall terminate its obligations under the Notes and pay to each Noteholder, as soon as possible after the occurrence of the event giving rise to the relevant adjustment, an Early Redemption Amount on the basis of Market Value as defined in Condition 6(g) of the Terms and Conditions.

- (iv) In the case of a merger affecting two Indices comprised in a Basket, the Calculation Agent will either:

- (A) continue using the index resulting from the merger and, in order to maintain the same number of indices within the Basket, the Calculation Agent will select a further index (a **New Index**) to be included in the Basket, as long as such New Index is (a) representative of the same economic or geographic sector (as the case may be) and (b) to the extent possible, representative of shares listed on one or more Exchanges of one or more OECD countries; or
  - (B) replace both Indices with two other indices (each a **New Index**); as long as each New Index is (a) representative of the same economic or geographic sector (as the case may be) and (b) to the extent possible, representative of shares listed on one or more Exchanges of one or more OECD countries; or
  - (C) if the Calculation Agent has not retained (A) and if in (B) no index meeting the criteria (a) and (b) can be selected by the Calculation Agent, then the Issuer shall terminate its obligations under the Notes and pay to each Noteholder, as soon as possible after the occurrence of the event giving rise to the relevant adjustment, an Early Redemption Amount on the basis of Market Value as defined in Condition 6(g) of the Terms and Conditions.
- (v) If an Index is split into two or more new indices, the Calculation Agent shall, either:
- (A) use the indices resulting from the split to determine an index equivalent to the one existing prior to the split (provided that the indices resulting from the split will be deemed to form together the **New Index**); or
  - (B) replace the split Index with a new index (a **New Index**) as long as such New Index is (a) representative of the same economic or geographic sector (as the case may be), and (b) to the extent possible representative of shares listed on one or more Exchanges of one or more OECD countries; or
  - (C) if the Calculation Agent has not retained (A) and if in (B) no index meeting the criteria (a) and (b) can be selected by the Calculation Agent, then the Issuer shall terminate its obligations under the Notes and pay to each Noteholder, as soon as possible after the occurrence of the event giving rise to the relevant adjustment, an Early Redemption Amount on the basis of Market Value as defined in Condition 6(g) of the Terms and Conditions.
- (vi) In the case of a Basket of Indices, in the event that shares forming part of one Index comprising the Basket represent at least 20 per cent. of the capitalisation of another Index forming part of the Basket (the **Affected Index**), the Calculation Agent may, but is not obliged to, replace such Affected Index with a new index as long as such new index is (a) representative of the same economic or geographic sector (as the case may be), and (b) to the extent possible, representative of shares listed on one or more Exchanges of one or more OECD countries. If no index meeting the criteria (a) and (b) can be selected by the Calculation Agent, then the Issuer shall terminate its obligations under the Notes and pay to each Noteholder, as soon as possible after the occurrence of the event giving rise to the relevant adjustment, an Early Redemption Amount on the basis of Market Value as defined in Condition 6(g) of the Terms and Conditions.
- (vii) In the event that an Index ceases to be the underlying of a futures and/or option contract (as the case may be), the Calculation Agent may, but is not obliged to, replace such Index with a new index as long as such new index is (a) representative of the same economic or geographic sector (as the case may be), and (b) to the extent possible, representative of shares listed on one or more Exchanges of one or more OECD countries. If no index meeting the criteria (a) and (b) can be selected by the Calculation Agent, then the Issuer shall terminate its obligations under the Notes and pay to each Noteholder, as soon as possible after the occurrence of the event giving rise to the relevant adjustment, an Early Redemption Amount on the basis of Market Value as defined in Condition 6(g) of the Terms and Conditions.

## **B. Correction of the Closing Price of an Index**

In the event that any price or level published on the Exchange or by the Index Sponsor and which is used for any calculation or determination made under the Notes is subsequently corrected and the correction is published and made available to the public by the Exchange or the Index Sponsor after the original publication but no later than four Business Days prior to the Maturity Date (or any payment date(s) determined in the applicable Final Terms), the Calculation Agent will determine the amount that is payable as a result of that correction, and, to the extent necessary, will adjust the terms of the Notes to account for such correction.

### **III. Adjustments and events relating to Funds/Units**

In making any adjustment or determination of any kind in respect of the events listed below, the Calculation Agent shall act in good faith.

#### **A. Adjustments**

In the case of the occurrence at any time on or prior to a Valuation Date or Averaging Date of any event affecting a Fund or the value of any Unit including, without limitation:

- (i) a split, consolidation or reclassification of the Units, or
- (ii) a distribution in the form of dividends which does not comply with the usual dividend policy of the Fund, or
- (iii) any other event that is similar to the events described in (i) and (ii) above insofar as, in the opinion of the Calculation Agent, such events may result in a mechanical adjustment,

the Calculation Agent may adjust any relevant terms of the Notes to preserve the economic equivalent of the obligations of the Issuer under the Notes.

#### **B. Events relating to any Fund and/or any Unit, other than those specified under paragraph A "Adjustments" above**

In the case of the occurrence of:

- (i) the modification of the conditions of the Fund (including, without limitation, modification of the prospectus of the Fund, an open-end fund becoming a closed-end fund, or the modification of the timeframe for the processing of the subscription and/or redemption orders) or any event or any change affecting the Fund and/or the Unit (including, without limitation interruption, breakdown, suspension or deferral of the calculation of the Net Asset Value or the disappearance of the Net Asset Value resulting more particularly from, but not limited to, the winding-up or the termination of the Fund or the cancellation of the registration or of the approval by any relevant authority of the Fund) and that, in the reasonable opinion of the Calculation Agent, is likely to have a significant effect on the value of the Unit or on the hedging arrangements; or
- (ii) the reduction of the number of Units held or likely to be held by Société Générale (or any entity controlled by Société Générale) as unitholder of the Fund for any reason beyond the control of Société Générale (or of any entity controlled by Société Générale), or the non-execution or partial execution by the Fund for any reason of a subscription or redemption order given by Société Générale (or any entity controlled by Société Générale) or any adverse change in taxation affecting payment made by the Fund in respect of the Units to Société Générale (or any entity controlled by Société Générale), or the breach by a counterparty of any of its obligations under any agreement entered into between it and Société Générale (or any entity controlled by Société Générale) including any fund managed by such entity) in respect of the subscription, the redemption or the holding of Units by Société Générale (or any entity controlled by Société Générale), or the termination of such agreement for any reason beyond the control of Société Générale (or of any entity controlled by Société Générale), or if it becomes unlawful for any party to such agreement to perform its obligations thereunder or to comply with any material provision of such agreement due to the adoption of, or any change in, any applicable law after the date hereof or 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 hereafter; or
- (iii) the conversion of the Unit into another class of 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; or
- (iv) a substantial modification in the proportion of the type of assets in which the Fund invests, as determined in good faith by the Calculation Agent, which would not necessarily lead to a modification of the prospectus of the Fund; or
- (v) a change in the Fund's organisation, structure, offering documents or dealing conditions or any event that, in the reasonable opinion of the Calculation Agent, has or is likely to have a significant effect on



the conditions of the hedging arrangements entered into by Société Générale (or any entity controlled by Société Générale); or

- (vi) a reduction of the Fund's total net assets that, in the reasonable opinion of 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 shares held or likely to be held by Société Générale (or any entity controlled by Société Générale) to such an extent that liquidation of the entire holding of Société Générale (or of any entity controlled by Société Générale) is likely to be impaired; or
- (vii) a change in control or a material deterioration of the standing of the Fund's management company, as determined in good faith by Société Générale on the basis, inter alia, of the number of staff, the total assets under management, departure of key people, existence of investigations by market authorities, existence of pending or threatened litigations; or
- (viii) a change of any of the Fund's key service providers or the deterioration of the standing thereof as determined by Société Générale in good faith; or
- (ix) an impossibility by Société Générale to obtain sufficient information from time to time on the Fund's investments, the Fund's organisation and offering documents, the Fund's service provider so that Société Générale (or any entity controlled by Société Générale) is unable to verify compliance conditions set forth in this section B "*Events relating to any Fund and/or any Unit*"; or
- (x) where relevant, a modification in the proportions of the styles of the sub-funds in which the Fund invests which has a material effect on the hedging arrangements of Société Générale (or of any entity controlled by Société Générale); or
- (xi) where relevant, a reduction of the diversification of the Fund's assets across sub-funds or across investment managers which has a material effect on the hedging arrangements of Société Générale (or of any entity controlled by Société Générale); or
- (xii) where relevant, a change in the average liquidity of the sub funds in which the Fund invests and which has a material effect on the hedging arrangements of Société Générale (or of any entity controlled by Société Générale),

then the Calculation Agent may:

- (a) consider such event as an event triggering an early redemption of the Notes (hereafter, an Early Redemption Event). In the case where an Early Redemption Event occurs, the Issuer shall terminate its obligations under the Notes and shall pay or cause to be paid an Early Redemption Amount on the basis of Market Value as defined in Condition 6(g) of the Terms and Conditions;
- (b) in the case of subparagraph (iii) above only, replace the Unit by the kind and number of units or other securities and property receivable on such conversion, split, consolidation, merger, sale or conveyance by a holder of Units prior to such conversion, split, consolidation, merger, sale or conveyance for the purposes of determining the value of the Unit and make any adjustment (if necessary) to the value of such Unit; or
- (c) replace the Unit with a new unit of another fund.

#### **IV. Adjustments and events relating to Dividends**

##### **A. Adjustments**

*Adjustments in relation to an Index all the components of which are used to determine the amounts due under Notes indexed on Dividends*

If an event occurs affecting the Index all the components of which are used to determine the amounts due under Notes indexed on Dividends, which in the determination of the Calculation Agent has a material effect on the amounts due under the Notes, then the Calculation Agent shall either:

- (i) adjust any terms of the Notes, it determines appropriate, in order to take into account the economic effect on the Notes of such event; or

- (ii) replace the Index by a new index provided that such index is (a) representative of the same economic or geographic sector (as the case may be), and (b) to the extent possible, representative of shares listed on one or more Exchanges of one or more OECD countries; or
- (iii) consider such event as an event triggering an early redemption of the Notes and then the Issuer shall terminate its obligations under the Notes and pay to each Noteholder, as soon as possible after the occurrence of the event giving rise to the relevant adjustment, an Early Redemption Amount on the basis of Market Value as defined in Condition 6(g) of the Terms and Conditions.

*Adjustments in relation to a Share the dividend of which is used to determine the amounts due under Notes indexed on Dividends*

If a Potential Adjustment Event or an Extraordinary Event (both as defined in Part 2 - I above) occurs affecting the Share (the **Affected Share**) the dividend of which is used to determine the amounts due under Notes indexed on Dividends, then the Calculation Agent shall either:

- (i) adjust any terms of the Notes, it determines appropriate, in order to take into account the economic effect on the Notes of such event; or
- (ii) replace the Affected Share by the resulting share or by a new share issued by a company of a similar international standing or creditworthiness as the Company related to the Affected Share; or
- (iii) apply Early Redemption as defined in Part 2-I –B above on the basis of Market Value as defined in Condition 6(g) of the Terms and Conditions.

## **B. Extraordinary Events**

### *Failure to Publish*

If during the Dividend Period, the Index Sponsor fails (for whatever reason including without limitation, a Market Disruption Event as defined in the Common definitions and provisions for Shares, American Depositary Receipts, Indices and Dividends in Part 1 above) to calculate and publish the number of free-float shares in respect of any Share or the Official Index Divisor, then the Calculation Agent shall determine the number of free-float shares in respect of such Share or the Official Index Divisor (as the case may be).

In making any such determination, the Calculation Agent may (but shall not be obliged to) make reference to the formula for and method of calculating the number of free-float shares or the Official Index Divisor (as the case may be) last in effect prior to the failure by the Index Sponsor to make the relevant calculation or publication.

### *Dividend Recovery*

If (i) the amount actually paid or delivered by an issuer to holders of record of the relevant Share in respect of any Dividend declared by such issuer (a **Declared Dividend**) to holders of record of such Share is not equal to such Declared Dividend (a **Dividend Mismatch Event**); or (ii) such issuer fails to make any payment or delivery in respect of such Declared Dividend by the third Business Day following the relevant due date, then the Calculation Agent may (but shall not be obliged to) determine any appropriate adjustment to be made to account for such correction or subsequent publication, together with interest, on any amount subsequently due under the Notes.

## **C. Corrections**

In the event that an Official Index Divisor or number of free floating shares calculated and published by the Index Sponsor (or determined by the Calculation Agent pursuant to the provisions above relating to "Failure to Publish") and utilized for any calculation or determination made in respect of the Notes is subsequently corrected (or, where there has been a Failure to Publish, published by the Index Sponsor) and the correction is published (or, where there has been a Failure to Publish, publication is made) by the Index Sponsor within five Scheduled Trading Days (as defined in the Definitions specific to Indices in Part 1 above) after the original publication, the Calculation Agent will adjust the Dividend, as required, to take into account such correction *provided that* such correction or subsequent publication occurs no later than four Business Days prior to the Maturity Date (or any payment date(s) determined in the applicable Final Terms).

## SINTESI DEL PROGRAMMA

La presente sintesi va letta come premessa al Prospetto informativo relativo al Programma di Emissione di Debito (*Debt Issuance Programme Prospectus*) e qualsivoglia decisione in merito a un eventuale investimento nelle Notes va presa in base ad un approfondimento dello stesso Prospetto Informativo relativo al Programma di Emissione di Debito (*Debt Issuance Programme Prospectus*) considerato nel suo complesso, inclusi i documenti incorporati per riferimento. A seguito dell'attuazione delle relative disposizioni della Direttiva 2003/71/CE del Parlamento Europeo e del Consiglio del 4 novembre 2003 relativa al prospetto da pubblicare per l'offerta pubblica o l'ammissione alla negoziazione di strumenti finanziari (*Prospectus Directive*) in ciascun Stato Membro dello Spazio Economico Europeo, nessuna responsabilità civile verrà attribuita alle persone preposte in tale Stato Membro relativamente a questa Sintesi, ivi compresa l'eventuale traduzione della stessa, a meno che non risulti fuorviante, imprecisa o incoerente in caso di lettura insieme ad altre sezioni del Prospetto Informativo relativo al Programma di Emissione di Debito (*Debt Issuance Programme Prospectus*). Laddove un reclamo inerente ad informazioni contenute in questo Prospetto Informativo relativo al Programma di Emissione di Debito (*Debt Issuance Programme Prospectus*) venga portato davanti al giudice di uno Stato Membro dello Spazio Economico Europeo, è possibile, ai sensi delle leggi interne dello Stato Membro in cui viene presentato il reclamo, che l'attore debba accollarsi l'onere di tradurre il Prospetto Informativo relativo al Programma di Emissione di Debito (*Debt Issuance Programme Prospectus*) prima che l'azione giudiziaria venga avviata.

I termini e le espressioni definite nei documenti “*Forma delle Notes*” e “*Regolamento delle Notes*” avranno lo stesso significato in questa sintesi.

### **Emittenti (“*Issuers*”):**

#### ***Société Générale***

Société Générale è una società per azioni (*société anonyme*) di diritto francese e ha lo statuto di banca.

Société Générale è stata costituita con atto approvato con Decreto del 4 maggio 1864. La durata della Société Générale, inizialmente fissata a 50 anni con decorrenza dal 1 gennaio 1899, è stata in seguito prolungata di 99 anni a partire dal 1 gennaio 1949. Ai sensi delle disposizioni legislative e regolamentari applicabili alle istituzioni creditizie, in particolare gli articoli applicabili del “Codice monetario e Finanziario” (*Code Monétaire et Financier*), Société Générale è soggetta al diritto commerciale (in particolare agli Articoli L. 210-1 e seguenti del Codice di Commercio francese) nonché al suo statuto vigente.

La sede legale di Société Générale è in 29, boulevard Haussmann, 75009 Parigi.

L'oggetto sociale di Société Générale, nel rispetto delle condizioni definite dalle leggi e dalle norme applicabili agli istituti di credito, è di concludere con qualsiasi persona fisica o giuridica, sia in Francia che all'estero:

- operazioni bancarie;
- transazioni connesse ad operazioni bancarie, tra cui in particolare servizi di investimento o servizi affini secondo quanto previsto dagli articoli L. 321-1 e L. 321-2 del Codice Monetario e Finanziario;
- acquisizioni di partecipazioni in altre società.

Société Générale può altresì impegnarsi su base regolare in transazioni diverse da quelle elencate in precedenza, ivi comprese, nello specifico, attività di intermediazione in campo assicurativo ai sensi delle condizioni fissate dal *Comité de la Réglementation Bancaire et Financière* (Comitato francese della regolamentazione bancaria e finanziaria).

Di regola, Société Générale può eseguire, per proprio conto, per conto di terzi o congiuntamente per proprio conto o per conto di terzi, qualsiasi operazione finanziaria, commerciale, industriale o agricola, mobiliare o immobiliare, che sia direttamente o indirettamente connessa alle attività sopra indicate oppure suscettibile di facilitarne la conclusione.

#### ***SGA Société Générale Acceptance N.V.***

SGA Société Générale Acceptance N.V. è stata costituita come *limited liability company* il 7 ottobre 1986, secondo la legislazione delle Antille Olandesi, con durata illimitata.

SGA Société Générale Acceptance N.V. ha sede a Curaçao, Antille Olandesi, Landhuis Joonchi, Kaya Richard J. Beaujon, ed è iscritta al numero 45500 del Registro di Commercio della Camera del Commercio e dell'Industria di Curaçao, Antille Olandesi.

L'oggetto sociale di SGA Société Générale Acceptance N.V., secondo quanto prevede l'Atto Costitutivo (*Deed of Incorporation*), è: di investire il proprio patrimonio in titoli, quali ad esempio titoli azionari e altri certificati di partecipazione, e obbligazioni nonché in altri titoli obbligazionari fruttiferi sotto qualsiasi denominazione e in qualsivoglia forma; di chiedere in prestito fondi ed emettere i relativi certificati di debito; di concedere in prestito fondi all'interno del gruppo di appartenenza e fornire garanzie in qualunque forma a favore di terzi.

SGA Société Générale Acceptance N.V. non ha filiali.

SGA Société Générale Acceptance N.V. è una filiale al 100% di Société Générale ed è interamente consolidata.

#### ***SG Option Europe***

SG Option Europe è stata costituita in data 1 giugno 1987 per una durata iniziale di 99 anni sotto forma di società per azioni (*société anonyme*) di diritto francese ed ha lo statuto di società di investimento.

SG Option Europe ha sede al 17 Cours Valmy – 92800 Puteaux, Francia ed è iscritta al numero 341 369 833 nel Registro di Commercio della Camera del Commercio e dell'Industria di Nanterre, Francia, .

L'oggetto sociale di SG Option Europe, secondo quanto prevede l'Atto Costitutivo (*Deed of Incorporation*), è: di investire il proprio patrimonio in titoli, quali ad esempio titoli azionari e altri certificati di partecipazione, e obbligazioni nonché in altri titoli obbligazionari fruttiferi sotto qualsiasi denominazione e in qualsivoglia forma; di chiedere in prestito fondi ed emettere i relativi certificati di debito; di concedere in prestito fondi all'interno del gruppo di appartenenza e fornire garanzie in qualunque forma a favore di terzi.

SG Option Europe ha una controllata, denominata "Sofom", che rientra nel perimetro di consolidamento.

SG Option Europe è una filiale al 100% di Société Générale ed è interamente consolidata.

**Garante (“*Guarantor*”):**

Société Générale

**Fattori di rischio (“*Risk Factors*”):**

Esistono alcuni fattori che possono incidere sulla capacità di ciascun Emittente e del Garante di adempiere alle proprie obbligazioni relativamente alle *Notes* emesse nell’ambito del Programma. Questi sono riportati *infra* nella sezione “Fattori di Rischio” (“*Risk Factors*”) e includono la solvibilità dell’Emittente e del Garante (ivi compresi il loro *rating* di credito rispettivo, se applicabile), o i rischi operativi generali, i conflitti di interesse, l’assenza di Inadempimenti da parte di Société Générale, il rischio che le attività di scambio e copertura da parte dell’Emittente, del Garante o di qualsiasi delle loro consociate possano influenzare il valore delle *Notes* e i rischi associati alla mancanza di autonomia del Garante e dell’Emittente (in caso di *Notes* emesse da SGA Société Générale Acceptance N.V. o da SG Option Europe S.A.).

Inoltre, esistono alcuni fattori che sono fondamentali al fine di valutare i rischi di mercato legati alle *Notes* emesse nell’ambito del Programma (vedasi “*Fattori di Rischio*” (“*Risk Factors*”) ).

I rischi correlati alle *Notes* dipendono dalle loro caratteristiche specifiche e possono includere i rischi seguenti, dettagliati alla voce “*Fattori di rischio*” (“*Risk Factors*”): (i) riscatto opzionale delle *Notes* da parte dell’Emittente laddove tale opzione sia applicabile, (ii) valore di mercato limitato e/o volatile delle *Notes*, (iii) riscatto in presenza di circostanze di reinvestimento sfavorevoli per il Titolare delle *Notes*, (iv) pagamento ridotto o mancato pagamento degli interessi, (v) pagamento della somma in conto capitale e degli interessi in momenti diversi o in valute diverse da quelli previsti e/o (vi) perdita di tutto o di parte dell’investimento iniziale o di un rimborso anticipato di tale investimento del Titolare delle *Notes* che può essere dovuto al fatto che le *Notes* stesse (o il pagamento della somma in conto capitale o dell’interesse sulle stesse *Notes*) siano (a) soggette a un riscatto opzionale da parte dell’Emittente, (b) determinate con riferimento a un indice, una formula, un ‘attività o un altro fattore di riferimento (quali titoli, materie prime, quote di fondi, tassi di cambio, ecc.), (c) pagabili in diverse valute, (d) pagabili, per quanto riguarda il prezzo di emissione, a rate, (e) soggette all’imposizione di limiti superiori o inferiori, all’effetto leva o ad altri fattori o combinazioni degli stessi, (f) soggette a un tasso variabile di interesse inverso, (g) soggette a un tasso di interesse da fisso a variabile (o da variabile a fisso), (h) emesse con un disaggio o un aggio rispetto alla somma in conto capitale, (i) soggette a una riduzione degli interessi o della somma in conto capitale da versare a seguito di variazioni della solvibilità di un’entità di riferimento o a un obbligazione di riferimento (j) subordinate (nel caso di *Notes* emesse da Société Générale) (senza che i Titolari delle *Notes* abbiano diritto in alcuna circostanza ad accelerare la maturità di dette *Notes* e con la possibilità di un differimento dei pagamenti degli interessi in talune circostanze) e/o (k) i pagamenti della somma in conto capitale o dell’interesse collegati al realizzarsi o meno di certi eventi che vanno oltre il controllo dell’Emittente e (laddove tale opzione sia applicabile) del Garante. Tra gli altri rischi relativi alle *Notes*

ricordiamo (i) deliberazioni vincolanti dell'assemblea dei Titolari delle *Notes*, (ii) mancato pagamento delle somme aggiuntive (in talune circostanze) in relazione a imposte trattenute sui pagamenti correlati alla *Notes*, (iii) modifiche del diritto vigente, (iv) mancanza di un mercato di scambio secondario liquido per le *Notes*, (v) ricevimento da parte dei Titolari delle *Notes* di pagamenti in valute diverse da quella in cui sono espresso le loro altre attività finanziarie, (vi) variazione dei tassi di interesse, (vii) in relazione a qualsivoglia emissione di *Notes* con un taglio minimo e negoziabili in un sistema di compensazione in importi superiori a detto taglio minimo che sono inferiori allo stesso, mancato ricevimento da parte di un investitore di ciò ha cui ha titolo all'atto dell'emissione delle *Notes* definitive, (viii) rating di credito che non riflette tutti i rischi correlati alle *Notes* e/o (ix) assoggettamento di taluni investitori a norme e regolamenti o ancora a revisione o regolamentazione da parte di determinate autorità.

**Ammontare del Programma**  
**(“Programme Size”):**

Fino a €75.000.000.000 (o controvalore in altre valute calcolato alla Data dell'Accordo secondo la definizione riportata nel “*Programme Agreement*”) in circolazione in qualsiasi momento. L'Emittente e il Garante possono aumentare l'ammontare del Programma in conformità con i termini dell'Accordo di Programma.

**Distribuzione (“Distribution”):**

Le *Notes* possono essere distribuite mediante collocamento privato o pubblico e in entrambi i casi anche in forma consorziale o non consorziale.

**Forma delle Notes (“Form of Notes”):**

Le *Notes* (ad eccezione delle *Notes* di diritto francese, delle *Notes* “SIS” e delle *Notes* Nominative (“*Registered Notes*”) (secondo la definizione riportata nella sezione “*Forma delle Notes*”)) saranno al portatore e al momento dell'emissione saranno rappresentate o da una *Note* globale provvisoria oppure da una *Note* globale definitiva secondo quanto previsto nelle Condizioni Definitive applicabili. Le *Notes* globali provvisorie potranno essere convertite in (a) quote di una *Note* globale definitiva oppure (b) in *Notes* definitive, secondo quanto previsto dalle Condizioni Definitive applicabili. Le *Notes* globali definitive potranno essere convertite in *Notes* definitive soltanto in caso di un Evento di Conversione così come viene descritto nella sezione “*Forma delle Notes*”.

Nel caso di *Notes* “SIS” si applicano procedure particolari (vedasi “*Forma delle Notes*”).

Le *Notes* Nominative (“*Registered Notes*”) avranno forma non certificata e dematerializzata e saranno compensate tramite un sistema di deposito centralizzato di titoli e compensazione.

Le *Notes* di diritto francese possono essere emesse sotto forma di *Notes* dematerializzate o di *Notes* a carattere materiale.

Le *Notes* dematerializzate possono, a scelta dell'Emittente, essere emesse in forma dematerializzata al portatore (*au porteur*) oppure in

forma dematerializzata registrata (*au nominatif*) e, in quest'ultimo caso, a discrezione del relativo Titolare delle *Notes*, in forma interamente registrata (*nominatif pur*) oppure in forma registrata amministrata (*nominatif administré*). Nessun documento fisico attestante la titolarità sarà emesso in relazione alle *Notes* dematerializzate. Vedere "*regolamento delle Notes di diritto francese - Forma, Taglio e Titolo*".

Le *Notes* a carattere materiale saranno emesse soltanto in forma materiale al portatore. Un Certificato globale provvisorio sarà emesso inizialmente in relazione a ciascuna Tranche di *Notes* a carattere materiale al portatore. Le *Notes* a carattere materiale possono essere emesse solo al di fuori del territorio francese.

#### **Termini delle Notes ("Term of Notes"):**

Le *Notes* possono essere emesse in forma interamente pagata o parzialmente pagata ad un prezzo di emissione che può essere alla pari, oppure sotto, o sopra la pari.

Le *Notes* possono essere denominate in qualsiasi valuta pattuita e con qualsivoglia scadenza concordata, salva l'osservanza delle eventuali leggi e norme applicabili e di qualsiasi requisito fissato dalla banca centrale di riferimento (o organo analogo).

I termini delle *Notes* saranno indicate nelle Condizioni definitive applicabili. In aggiunta a qualsivoglia altra forma delle *Notes* approvata dal relativo Emittente e dal relativo o dai relativi Acquirenti (*Purchasers*), potranno essere emessi i seguenti tipi di *Notes*: (i) *Notes* a tasso fisso; (ii) *Notes* parzialmente pagate; (iii) *Notes* a tasso variabile; (iv) *Notes* indicizzate (ivi comprese, a solo titolo esplicativo ma non esaustivo, Equity Linked Notes, Credit Linked Notes, Managed Assets Portfolio Linked Notes or Commodity Linked Notes); (v) *Notes* a duplice denominazione; (vi) *Notes* che prevedono la consegna materiale (Physical Delivery Notes) e (v) *Notes* a cedola zero.

I periodi di interesse, i tassi di interesse e i termini e/o le somme da versare al riscatto possono variare in relazione alle *Notes* emesse e detti termini saranno indicati nelle Condizioni Definitive applicabili.

Nelle Condizioni Definitive applicabili in relazione alle *Notes* indicheranno o che le *Notes* non possono essere pagate prima della scadenza inizialmente prevista (tranne che in base a rate stabilite, se, o per motivi fiscali o in seguito ad un Caso d'inadempienza) oppure che tali *Notes* (in caso di *Physical Delivery Notes*) possono essere rimborsate a scadenza o mediante ricevimento da parte del/dei portatore/i di un importo in denaro e/o consegna dei relativi Sottostanti, oppure che tali *Notes* saranno rimborsabili ad opzione del relativo Emittente e/o dei Portatori delle *Notes* previo un preavviso irrevocabile non inferiore a 30 e non superiore a 45 giorni (o all'occorrenza un diverso periodo di preavviso indicato nelle Condizioni Definitive applicabili) ai Portatori delle *Notes* oppure al relativo Emittente, a seconda dei casi, alla data o alle date stabilite

prima di tale scadenza prevista ed al prezzo o ai prezzi e secondo le modalità eventualmente pattuiti tra il relativo Emittente e l'Acquirente/gli Acquirenti (*Purchaser/s*) secondo quanto previsto nelle Condizioni Definitive applicabili.

Le Condizioni Definitive possono prevedere che le *Notes* siano rimborsabili in due o più rate ed alle date indicate nelle Condizioni Definitive applicabili.

Eventuali rimborsi anticipati delle *Notes* subordinate emesse da Société Générale in conformità con i punti 6 (b), (c) o (e) del Regolamento delle relative *Notes* saranno soggetti al preventivo consenso scritto del *Secrétariat général de la Commission bancaire* in Francia

Le *Notes* emesse da SGA Société Générale Acceptance N.V. e da SG Option Europe con scadenza inferiore ad un anno dalla data di emissione sono soggette ad alcune limitazioni per quanto riguarda la loro denominazione e distribuzione, vedasi “*Alcune Limitazioni – Notes con scadenza inferiore ad un anno*” sotto riportato.

Le *Notes* verranno emesse nei tagli pattuiti tra il relativo Emittente ed il/i relativo/i Acquirente/i così come previsto nelle Condizioni Definitive applicabili fatto salvo che il taglio minimo di ciascuna *Note* sarà pari a quell'importo consentito o richiesto di volta in volta dalla relativa banca centrale (ovvero l'organo equivalente) oppure dalle leggi e norme eventualmente applicabili alla relativa Valuta Stabilita, vedasi “*Alcune Limitazioni – Notes con scadenza inferiore ad un anno*” sotto riportato e fatto salvo che le *Notes* emesse da Société Générale o da SG Option Europe avranno un taglio minimo di €1.000 (ovvero, in caso di *Notes* denominate in una valuta che non sia l'euro, il controvalore in tale valuta) per le *Notes* ammesse alla quotazione in un mercato regolamentato dello Spazio Economico Europeo che non sia un mercato regolamentato in Francia oppure offerte al pubblico in uno Stato Membro dello Spazio Economico Europeo che non sia la Francia in circostanze che richiedano la pubblicazione di un prospetto informativo ai sensi della *Prospectus Directive*.

#### **Tassazione (“*Taxation*”) :**

Tutti i pagamenti relativi alle *Notes* verranno eseguiti senza deduzioni per o in virtù delle trattenute alla fonte imposte da una qualsiasi Autorità Fiscale fermo quanto previsto nella Clausola 7 del Regolamento delle relative *Notes*.. In caso si procedesse a una deduzione, il relativo Emittente o, a seconda del caso, il Garante sarà tenuto a versare gli importi aggiuntivi necessari a coprire le somme oggetto della deduzione, salvo in talune circostanze specifiche di cui alla Clausola 6 del Regolamento delle relative *Notes*..

#### **Negative Pledge :**

Le condizioni delle *Notes* Non Subordinate emesse da Société Générale e tutte le *Notes* emesse da SGA Société Générale Acceptance N.V. e SG Option Europe. includeranno una clausola *negative pledge* così come descritta nella Clausola 3 del Regolamento delle relative *Notes*, che proibisce, fintantoché dette *Notes*, o eventuali Ricevute o Cedole legate alle stesse, rimangono in circolazione, al



relativo Emittente (o, a seconda del caso, al Garante) di, tra le altre cose, porre in essere o mantenere garanzie passive o altri oneri sulle proprie attività o strumenti di credito, salvo che dette *Notes* ed ogni eventuale Ricevuta o Cedola siano parimenti garantite e in maniera proporzionale.

**Inadempienza (“*Events of Default*”):** Le condizioni delle *Notes* emesse da SGA Société Générale Acceptance N.V. e SG Option Europe includeranno una clausola di inadempienza dettagliata come segue e che indicherà che il porsi in atto di una qualsiasi inadempienza ivi prevista il Titolare delle *Notes* avrà diritto ad accelerare le *Notes* da questi stesso detenute:

- (i) l’Emittente è inadempiente rispetto al pagamento degli interessi o della somma in conto capitale quando dovuta o al Sottostante da consegnare in relazione alle *Notes* (salvo nel caso di consegna ritardata nelle circostanze di cui alla Clausola 5(g) del regolamento delle *Notes* di diritto inglese e delle *Notes* Nominative (“*Registered Notes*”) e alla Clausola 5(f) del Regolamento delle *Notes* di diritto francese), inadempienza che, nel caso del pagamento degli interessi, è perdurata, senza che vi fosse posto rimedio, per un determinato periodo di tempo; o
- (ii) l’Emittente è inadempiente nell’esecuzione di qualsivoglia altro obbligo ai sensi del Regolamento, inadempienza che è perdurata, senza che vi fosse posto rimedio, per un determinato periodo di tempo; o
- (iii) inadempienza ai sensi di documenti a riprova di un indebitamento per denaro preso a prestito che ha portato alla dichiarazione che detto indebitamento è dovuto ed esigibile prima della data in cui sarebbe altrimenti stato dovuto ed esigibile, o se detto indebitamento non sia rimborsato alla data di scadenza dichiarata e il mancato pagamento perduri oltre il periodo di tolleranza, se del caso, applicabile allo stesso (salvo, in qualsiasi dei suddetti casi, laddove l’obbligo di rimborsare detto indebitamento sia oggetto di una contestazione in buona fede); o
- (iv) l’Emittente è condannato o dichiarato fallito o insolvente, oppure laddove sospenda i pagamenti, o ancora vengano intraprese azioni o emessi ordini da parte di un tribunale competente o di un ente amministrativo, o ancora nel caso in cui l’Emittente approvi una risoluzione per la richiesta di un concordato con i creditori o per la nomina di un curatore o di un amministratore fiduciario o altro funzionario simile nel corso di una procedura fallimentare relativa all’Emittente o a una parte significativa delle sue attività, o ancora laddove l’Emittente sia messo in liquidazione o sciolto; o
- (v) il Garante cessa di essere operativo e vigente in relazione alle *Notes*, alle Ricevute o alle Cedole oppure nel caso di una notifica da parte del garante che porti il Garante stesso a cessare di essere operativo e vigente in relazione alle *Notes*,

alle Ricevute o alle Cedole oppure è dichiarato nullo per qualsivoglia causa o con qualsivoglia mezzo o ancora viene introdotta una legislazione che rimuove la figura del Garante dalle *Notes*, dalle Ricevute o dalle Cedole o ancora risolve o emenda le stesse in maniera sostanzialmente avversa agli interessi dei Titolari delle *Notes*, delle Ricevute o delle Cedole oppure il Garante non è in grado di adempiere ai propri obblighi per qualsivoglia motivo,

Come descritto in dettaglio nella Clausola 9 del Regolamento delle *Notes*.

Non ci saranno clausole di inadempienza per quanto riguarda le *Notes* emesse da Société Générale.

**Natura giuridica delle *Notes* Non subordinate (“Status of *Unsubordinated Notes*”):**

Le *Notes* Non Subordinate emesse da Société Générale e tutte le *Notes* emesse da SGA Société Générale Acceptance N.V. o SG Option Europe costituiranno obbligazioni dirette, incondizionate e (fatto salvo quanto previsto nella Clausola 2 del Regolamento delle relative *Notes*) non garantite e non subordinate del relativo Emittente e avranno pari grado (*pari passu*) senza alcun privilegio tra di loro e (fatta eccezione per le obbligazioni che siano privilegiate in base a disposizioni di legge) avranno almeno pari grado rispetto ad ogni altra obbligazione diretta, incondizionata, non garantita e non subordinata del relativo Emittente così come riportate individualmente nella Clausola 2 del Regolamento delle relative *Notes*.

**Natura giuridica delle *Notes* subordinate (“Status of the *Subordinated Notes*”):**

Le *Notes* Subordinate emesse da Société Générale costituiranno obbligazioni dirette, incondizionate, non garantite e subordinate di Société Générale e avranno pari grado (*pari passu*) senza alcun privilegio tra di loro e pari grado con ogni altra obbligazione diretta, incondizionata, non garantita e subordinata, attuale o futura, di Société Générale, fatta eccezione per i prestiti partecipativi (*prêts participatifs*) concessi a Société Générale nonché i titoli partecipativi (*titres participatifs*) emessi da Société Générale così come riportati nella Clausola 2(b) del Regolamento delle relative *Notes*.

Laddove sia previsto nelle Condizioni Definitive applicabili, il pagamento degli interessi relativi alle *Notes* subordinate senza data di scadenza (*Undated Subordinated Notes*) emesse da Société Générale potrà essere differito secondo quanto previsto nella Clausola 4(g) del Regolamento delle relative *Notes* “*Deferral of Interest*”.

In caso di *Undated Subordinated Notes* emesse da Société Générale e laddove sia previsto nelle Condizioni Definitive applicabili, nell'ipotesi di eventuali perdite sostenute dall'Emittente, tali perdite verranno assorbite in base a quanto previsto per l'assorbimento delle perdite nella Clausola 2(b)(iii) del Regolamento delle relative *Notes*.

In caso di *Notes* emesse da Société Générale che costituiscono

Patrimonio di Classe 3 (*Tier 3 Capital*), le emissioni verranno effettuate nel rispetto di ogni legge e norma applicabili e fatti salvi gli eventuali ulteriori termini e condizioni riportati nelle relative Condizioni Definitive applicabili.

**Garanzie (“Guarantee”) :**

Per quanto riguarda le *Notes* emesse da SGA Société Générale Acceptance N.V. e SG Option Europe, il dovuto e tempestivo pagamento di ogni importo dovuto da SGA Société Générale Acceptance N.V. e SG Option Europe relativamente a tali *Notes* sarà irrevocabilmente ed incondizionatamente garantito dal Garante secondo quanto previsto nell’atto di garanzia datato 1 Agosto 2006 (la **Garanzia**) e meglio riportato nella Clausola 2(d) del Regolamento delle relative *Notes*.

**Impiego dei proventi (“Use of Proceeds”) :**

I proventi netti derivanti da ciascuna emissione di *Notes* saranno impiegati a scopi generali di finanziamento del gruppo di società di Société Générale, detti scopi includono la realizzazione di un profitto. Nel caso in cui, in relazione a una particolare emissione di *Notes*, fosse stato identificato un impiego particolare dei proventi, ciò verrà indicato nella Condizioni Definitive applicabili.

**Rating :**

L’eventuale rating delle *Notes* che verranno emesse nell’ambito del Programma sarà precisato nelle Condizioni Definitive applicabili.

**Quotazione e ammissione alle negoziazioni (“Listing and admission to trading”) :**

E’ stata fatta richiesta alla *Commission de Surveillance du Secteur Financier* (CSSF) per l’approvazione del presente documento come prospetto informativo di base. E’ stata fatta richiesta alla Borsa di Lussemburgo per la quotazione delle *Notes* emesse nell’ambito del Programma affinché queste *Notes* siano ammesse alle negoziazioni sul mercato regolamentato della Borsa di Lussemburgo nonché ammesse alla quotazione alla Borsa di Lussemburgo.

Le *Notes* potranno essere quotate ovvero ammesse alle negoziazioni, a seconda dei casi, presso altre o ulteriori borse valori o mercati in base agli accordi presi tra l’Emittente ed il relativo Acquirente (*Purchaser*) relativamente alla Serie. Potranno altresì essere emesse *Notes* che non siano né quotate né ammesse alle negoziazioni in qualsiasi mercato.

Le Condizioni Definitive applicabili indicheranno se le *Notes* in oggetto prevedano o meno la quotazione e/o l’ammissione alle negoziazioni e, in caso affermativo, su quali borse e/o mercati.

**Diritto applicabile (“Governing Law”) :**

Le *Notes* (fatta eccezione per le *Notes* Nominative (“*Registered Notes*”), che saranno regolate da e interpretate secondo le leggi della giurisdizione indicata nelle Condizioni Definitive applicabili) saranno regolate da ed interpretate secondo la legge inglese o la legge francese come indicato nelle Condizioni Definitive applicabili, salvo Clausola

2(b) del Regolamento delle *Notes* di diritto inglese (relativamente alle *Notes* subordinate emesse da Société Générale) la quale, in caso fosse applicabile, sarebbe regolata da e interpretata secondo le leggi francesi. La Garanzia sarà regolata da e interpretata secondo il diritto inglese.

**Limitazioni di vendita (“*Selling Restriction*”):**

Esistono delle limitazioni per quanto riguarda l’offerta, la vendita e il trasferimento delle *Notes* nella Repubblica Ceca, nello Spazio Economico Europeo, in Francia, a Hong Kong, in Italia, in Giappone, nelle Antille Olandesi, in Svizzera, nel Regno Unito e negli Stati Uniti nonché altre limitazioni che possano essere imposte relativamente all’offerta ed alla vendita di una particolare emissione di *Notes*, vedasi *infra* nella sezione “*Sottoscrizione e Vendita*”.