



**SECOND SUPPLEMENT DATED 26 SEPTEMBER 2025
PURSUANT TO THE BASE PROSPECTUS DATED 30 MAY 2025**

SOCIETE GENERALE	and	SG ISSUER
as Issuer and Guarantor		as Issuer
(incorporated in France)		(incorporated in
		Luxembourg)

Debt Instruments Issuance Programme

This supplement dated 26 September 2025 (the **Supplement**) constitutes a supplement for the purposes of Article 23(1) of the Regulation (EU) 2017/1129 (the **Prospectus Regulation**) to the Debt Instruments Issuance Programme prospectus dated 30 May 2025 supplemented by the First Supplement to the Base Prospectus dated 2 July 2025 (the **Base Prospectus**).

The purpose of this Supplement is:

- to correct Singapore specific provisions on the cover page ;
- to modify the provisions relating to Sustainable Notes in the Sections "General Description of the Programme", "Risk Factors", "Important Information" and "Form of Final Terms" ;
- to add two new benchmarks to the list of benchmarks in the Regulatory Information section ;
- to modify the Sections "Additional Terms and Conditions for Dividend linked Notes" and "Additional Terms and Conditions for Share Linked Notes and Depositary Receipts Linked Notes" to correct the Extraordinary events and consequences provisions ;
- to add new provisions relating to a Reference Rate Disruption Event in the General Terms and Conditions of the English Law Notes, the General Terms and Conditions of the French Law Notes and the Additional Terms and Conditions relating to Reference Rate Linked Notes ;
- to amend some provisions from the Additional Terms and Conditions relating to Formulae
- to modify the list of the administrators in the "Description of SG Issuer Section" ;
- to modify the Thailand Selling Restrictions in the "Subscription, Sale and Transfer restrictions" ;
- to modify the Sections "Important Information relating to non exempt offers of Notes" and "General Information" in order to include new countries in which the Base Prospectus is being passported.

Any websites included in the Base Prospectus are for information purposes only and do not form part of the Base Prospectus.

The amendments included in this Supplement shall only apply to final terms, the date of which falls on or after the approval of this Supplement.

This Supplement completes, modifies and must be read in conjunction with the Base Prospectus.

Full information on the Issuers and the offer of any Notes is only available on the basis of the combination of the Base Prospectus and this Supplement.

Unless otherwise defined in this Supplement, terms used herein shall be deemed to be defined as such for the purposes of the relevant Terms and Conditions of the Notes set forth in the relevant Base Prospectus.

To the extent that there is any inconsistency between (i) any statement in this Supplement and (ii) any other statement in the Base Prospectus, the statements in (i) above will prevail.

In accordance with Article 23(2) of the Prospectus Regulation, investors who have already agreed to purchase or subscribe for the securities before this Supplement is published have the right, exercisable within a time-limit of three business days after the publication of this Supplement to withdraw their acceptances. The final date of the right of withdrawal will be 1st October 2025. Investors may contact the financial intermediary or the issuer, as the case may be, should they wish to exercise the right of withdrawal.

This Supplement completes, modifies and must be read in conjunction with the Base Prospectus. Modify elements from the Base Prospectus means indicate in **red** and strikethrough the elements that are no longer valid and in **blue** and underlined the new additions.

Subject to the information contained in this Supplement, there have been no significant new facts, error or inaccuracy relating substantially to the information contained in the Base Prospectus since its publication.

I. COVER PAGE

The following provisions on page 3 are modified as follows:

“Use of Terms under Section 309C(1) of the SFA – In connection with Section 309C(1) of the SFA, any reference to “capital protected” or “principal protected” (or any related terms or derivative of such terms) in this Base Prospectus shall have no effect on any products offered or sold in Singapore and shall be replaced with “principal repayment at maturity”.”

II. SECTION “GENERAL DESCRIPTION OF THE PROGRAMME”

- The first paragraph of Section “3. Method of distribution” on page 6 is amended as follows:

“Notes may be distributed to qualified investors and/or non-qualified investors, and in each case on a syndicated or non-syndicated basis. For ETF linked Notes for which the Underlying ETF is referencing Cryptocurrency Assets, such Notes may not be distributed to retail investors other than well-informed investors.”

- *The Section “Positive Impact Notes” on page 13 is amended as follows:*

~~Positive Impact~~ Sustainable Notes

Use of proceeds

The net proceeds from each issue of Notes by Societe Generale will be used for the general financing purposes of the Group.

If in respect of any particular issue of Notes, an amount equivalent to the net proceeds of the issue will be applied to finance or refinance ~~(via direct expenditures, via direct investments or via loans), in part or in full, activities which serves to deliver a positive contribution to one or more of the three pillars of sustainable development (economic, environmental and social) (such activities, the Eligible Activities), as detailed, in whole or in part, loans and investments (such assets being the Eligible Green Assets or Eligible Social Assets, together, the Eligible Assets)~~ that meet the eligibility criteria for the Eligible Green Categories and/or Eligible Social Categories, as defined in the sustainable ~~and positive impact bond~~ financing framework of the Issuer, as amended and supplemented from time to time ~~and available on the website of Societe Generale~~ (https://www.societegenerale.com/sites/default/files/documents/2021-11/20211104_Societe-Generale-Sustainable-and-Positive-Impact-Bond-Framework.pdf) (the **Framework**), such use will be stated in the Final Terms of such Notes (the **Positive Impact Sustainable Notes**).

~~Societe Generale's Treasury department will manage the net proceeds of the Positive Impact Notes in accordance with the Framework.~~

~~Subsequent changes to the Framework will not apply to outstanding Positive Impact Notes (grandfathering). As such, Eligible Activities must meet the eligibility criteria at the time they are flagged as Eligible Activities, it being understood that if Societe Generale decides to enhance eligibility criteria, then these new criteria will not apply retroactively to the Eligible Activities (existing Eligible Activities do not lose their status if they do not meet the new eligibility criteria). For the avoidance of doubt, new Positive Impact Notes shall be aligned with the most recent version of the Framework.~~

~~During the life of the Positive Impact Notes, Eligible Activities will be added to or removed from the pool of Eligible Activities to the extent required (e.g. in case of projects divestment or cancellation, in case of amortized or redeemed loans, or if an activity ceases to meet the eligibility criteria). In case of removal of Eligible Activities, Societe Generale commits, on a best effort basis, to reallocate immediately the equivalent amount of proceeds to other Eligible Activities.~~

~~Eligible Activities will be tracked through Societe Generale's internal IT systems.~~

~~Pending the full allocation of an amount equivalent to the net proceeds, the unallocated amount will be managed within Societe Generale's regular cash management operations.~~

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III. SECTION "RISK FACTORS"

- *The Sub-section 3.2.4 "The use of proceeds of the Notes identified as Positive Impact Notes in the Final Terms may not be suitable for the investment criteria of an investor" on pages 24 and 25 is amended as follows:*

"3.2.4 . The use of proceeds of the Notes identified as **Positive Impact Sustainable Notes in the Final Terms may not be suitable for the investment criteria of an investor**

The Final Terms in respect of the Notes identified as sustainable notes (the Sustainable Notes) may provide that the Issuer will apply an amount equivalent to the net proceeds of the issue ~~will be applied~~ to finance or refinance ~~(via direct expenditures, via direct investments or via loans), in part or in full, activities, which serves to deliver a positive contribution to one or more of the three pillars of sustainable development (economic, environmental and social) (such activities the Eligible Activities), once any potential negative impacts and mitigation actions have been duly identified, in whole or in part, loans and investments (such assets being the Eligible Green Assets or Eligible Social Assets, together, the Eligible Assets)~~ that meet the eligibility criteria for the Eligible Green Categories and/or Eligible Social Categories, as defined in the sustainable and positive impact bond financing framework, as amended and supplemented from time to time (the Framework) which is available on the website of Societe Generale and as specified in the Final Terms Societe Generale.

~~Positive Impact Notes~~ means any Note, Senior Preferred Notes issued by Societe Generale, unsubordinated unsecured Notes or unsubordinated secured Notes issued by SG Issuer, in compliance with the Framework.

At the date of this Base Prospectus, the Framework ~~inter alia (i) complies with~~ aligns with (i) the Green Bond Principles (as of June 2025), Social Bond Principles (as of June 2025) and the Sustainability Bond Guidelines (as of June 2021) published by the International Capital Markets Association. The Framework and the definitions used therein may be modified to adapt to any update that may be made, in particular, to the Green Bond Principles, Social Bond Principles and Sustainability Bond Guidelines published by the International Capital Markets Association, and (ii) aligns with the Principles for Positive Impact Finance published by the United Nations Environment Programme – Finance Initiative. It being specified that (i) such definition and guidelines may evolve from time to time and/or (ii) the Issuer may decide to depart from such definition and guidelines, in which cases such information will be specified in the Framework. Such changes may have a negative impact on the market value and the liquidity of any Sustainable Notes issued prior to their implementation.

Regulation (EU) ~~No.~~ 2020/852 on the establishment of a framework to facilitate sustainable investment, was adopted by the Council and the European Parliament (the **EU Taxonomy Regulation**), ~~as and~~ supplemented by Delegated Regulation (EU) 2021/2139 (as amended) and Delegated Regulation (EU) 2023/2486, ~~established to establish~~ a single EU-wide classification system, or "taxonomy", which (the EU Taxonomy). The EU Taxonomy provides companies and investors with a common language ~~for determining to determine~~ which economic activities can be considered environmentally sustainable and technical screening criteria for determining which economic activities can be considered as, i.e. (i) contributing substantially to one or more of the six environmental objectives of the EU Taxonomy Regulation, without such economic activity causing any (the "substantial contribution criteria"), (ii) doing no significant harm to any of the other environmental objectives. In addition, Regulation (EU) 2023/2634 of the European Parliament and of the Council of 22 November 2023 on European Green Bonds and optional disclosures for bonds marketed as environmentally sustainable and for sustainability-linked bonds was published in the Official Journal of the European Union on 30 November 2023. The regulation, which entered into force on 20 December 2023, applies since 21 December 2024. It introduces a voluntary label (the European Green Bond Standard) for issuers of green use-of-proceeds bonds where the proceeds will be invested in economic activities aligned with the EU Taxonomy Regulation. The Positive Impact Notes will not be compliant with the European Green Bond Standard and are only intended to comply with the requirements and processes in the Framework. It is not clear at this stage the impact which the European Green Bond Standard may have on investor demand for, and pricing of, green use-of-proceeds bonds that do not meet such standard. It could reduce demand and liquidity for such bonds and their price. Besides, there is currently no market consensus on what precise attributes are required for a particular project to be defined as "social" or "sustainable". (the "do no significant harm"), (iii) complying with minimum safeguards, and (iv) complying with technical screening criteria.

Based on the Second Party Opinion, Eligible Green Assets under the Framework comply with the substantial contribution to climate change mitigation criteria and strive to comply with minimum safeguards of the EU Taxonomy. The "do no significant harm" criteria have not been assessed by the Second Party Opinion provider. As at the date of the Base Prospectus, as supplemented, Eligible Green Assets under the Framework of the Group are not aligned with the eligibility criteria of the EU Taxonomy and there is a risk that the use of proceeds of any Green Notes or Sustainability Notes will not satisfy Noteholders' expectations or requirements with respect to investment criteria or guidelines with which the Noteholders or their investments are required to comply under their own by-laws or other governing rules or investment portfolio mandates regarding the Taxonomy Regulation. It could result in a reduced demand from investors for such Green Notes or Sustainability Notes, as well as a decrease in their market value or their liquidity.

~~In light of the continuing development of legal, regulatory and market conventions in the green, sustainable and positive social impact markets, there is a risk that Eligible Activities will not satisfy, whether in whole or in part, any future legislative or regulatory requirements, or any present or future~~

~~investor expectations or requirements as regards any investment criteria or guidelines with which such investor or its investments are required to comply.~~

~~Similarly, (i) any failure by the Issuer to obtain and publish any reports, assessments, second party opinions and certifications, (ii) and/or~~ Additionally, (i) the fact that the maturity of an Eligible ~~Activity~~ Asset may not match the minimum duration of any ~~Positive Impact Sustainable~~ Notes and/or ~~(iii)~~ the fact that during the life of the ~~Positive Impact Sustainable~~ Notes, Eligible ~~Activities~~ Assets may be removed from the pool of Eligible ~~Activities~~ Assets, to the extent required (e.g. in case of projects divestment or cancellation, in case of amortized or redeemed loans, ~~or~~ if an activity ceases to meet the eligibility criteria or for any other reason beyond the control of the Issuer), in which case an amount equivalent to the net proceeds, in ~~part~~ whole or in ~~full~~ part, may not be allocated to Eligible ~~Activities~~ Assets and be rather allocated in money market instruments, cash and/or cash equivalent instruments without any undertaking of the Issuer as to a maximum period of time for such allocation, and/or ~~(iv)~~ (iii) the withdrawal of any second party opinion or certification attesting that the Issuer is not complying in whole or in part with any matters ~~addressed by a~~ for which such second party opinion or certification is opining or certifying on may have an adverse effect on the value of such ~~Positive Impact Sustainable~~ Notes and/or result in adverse consequences for certain ~~investors that have~~ Noteholders with portfolio mandates to invest in securities to be used for a particular purpose and ~~that~~, as a result, would have to dispose of the ~~Positive Impact Sustainable~~ Notes at their prevailing market value and ~~Noteholders~~ could lose part of their investment in such ~~Positive Impact Sustainable~~ Notes.

Any of the above events will not (i) constitute an event of default nor (ii) lead to an obligation of the Issuer to redeem the Sustainable Notes in any manner whatsoever or be a relevant factor for the Issuer in determining whether or not to exercise any optional redemption rights in respect of any Notes nor (iii) give a right to the Noteholder to request the early redemption of the Sustainable Notes held by it or give rise to any other claim or right

~~For the avoidance of doubt, (i) any such failure or event as described in the paragraph immediately above will not (a) constitute an Event of Default or (b) give a right to the Noteholders to request the early redemption or acceleration of any Positive Impact Sustainable Notes held by it or give rise to any other claim or right or (c) lead to an obligation of the Issuer to redeem the Positive Impact Sustainable or be a relevant factor for the Issuer in determining whether or not to exercise any optional redemption rights in respect of any Notes or (iv) have any impact on the regulatory classification of the Notes under the Relevant Rules and/or MREL Requirements and payments of principal and interest (as the case may be) on the relevant Positive Impact Sustainable Notes will not depend on the performance of the relevant project, and such Notes will not have any preferred right against such assets.~~

~~Positive Impact Sustainable~~ Notes will be subject to the Bail-in Tool and to write down and conversion powers, and in general to the powers that may be exercised by the Relevant Resolution Authority, to the same extent as any other Note having the same ranking which is not a ~~Positive Impact Sustainable~~ Note. Eligible Notes under MREL Requirements may also be ~~Positive Impact Sustainable~~ Notes. Likewise, Eligible Notes that are ~~Positive Impact Sustainable~~ Notes will be fully subject to the application of MREL Requirements and, as such, proceeds from ~~Positive Impact Sustainable~~ Notes qualifying as Eligible Notes should cover all losses in the balance sheet of Societe Generale regardless of their “green”, “social” or “sustainable” label. Additionally, their labelling as Green ~~Positive Impact~~ Notes, Social ~~Positive Impact~~ Notes or Sustainability ~~Positive Impact~~ Notes (i) will not affect, as the case may be, the regulatory treatment of such Notes as Eligible Notes for the purposes of MREL Requirements, and (ii) will not have any impact on their status as indicated in the Terms and Conditions of the Notes.

Any:

- (i) failure to hold in its books an amount in ~~Positive Impact Finance assets~~ Eligible Assets equivalent to 100% of the outstanding nominal amount of the Notes or to apply an amount equivalent to the outstanding aggregate nominal amount of the Notes to finance and/or refinance, in part or in full, Eligible Activities;
- (ii) withdrawal of any opinion or certification or any opinion or certification being superseded by an opinion or certification stating that Societe Generale has not complied, in whole or in part, with any matters on which the original opinion or certification had opined or certified; and/or
- (iii) lack of Eligible Activities in which Societe Generale may invest; and/or

(iv) event or circumstances resulting in the ~~Positive Impact~~Sustainable Notes no longer being listed or admitted to trading on any stock exchange or securities market, will not constitute an event of default, does not affect the regulatory treatment of the ~~Positive Impact~~Sustainable Notes and may have a material adverse effect on the value of ~~Positive Impact~~Sustainable Notes and the value of any other securities which are intended to finance Eligible Activities and could also result in adverse consequences for certain investors with portfolio mandates to invest in securities to be used for a particular purpose. As a result, these investors may have to dispose of the ~~Positive Impact~~Sustainable Notes at their prevailing market value which may be less than the investors' initial investment in the ~~Positive Impact~~Sustainable Notes. Investors may therefore lose part or all of their investment."

- In the Section 4.9 "Risks relating to Structured Notes linked to exchange traded product (ETP) and to exchange traded fund (ETF)", the Sub-Section below is added on page 32 :

« 4.9.9. Specific risks relating to Cryptocurrency Assets ETF

When the Underlying ETF is referencing Cryptocurrency Assets ("Cryptocurrency Asset"), the risk factors below should be noted. Further, the Underlying ETF may seek to reflect generally the performance of the price of a cryptocurrency asset including the Bitcoin. Bitcoin can be classified as a Cryptocurrency Asset. Therefore, specific risks associated with Cryptocurrency Assets, including Bitcoin should be noted.

The market value of Cryptocurrency Assets and of the Bitcoin is not related to any specific company, government or asset. The valuation of Cryptocurrency Assets including the Bitcoin depends on future expectations for the value of the Cryptocurrency Assets, including the Bitcoin, network, the number of Cryptocurrency Assets including the Bitcoin transactions, and the overall usage of Cryptocurrency Assets or the Bitcoin as an asset. This means that a significant amount of the value of Cryptocurrency Assets or the Bitcoin is speculative, which could lead to increased volatility. Noteholders could experience significant gains, losses and/or volatility in the Underlying ETF referencing Cryptocurrency Assets holdings, depending on the valuation of the Cryptocurrency Assets including the Bitcoin.

Noteholders should note that the value of Cryptocurrency Assets may change significantly over the course of a day. Changes and advances in technology, fraud, theft, cyber-attacks and regulatory changes, among others, may increase volatility significantly, increasing the risk of losses in respect of Notes linked to one or more Cryptocurrency Assets. Additionally, the market for Cryptocurrency Assets is still in an early stage, with a limited number of market participants, which may remain limited over the lifetime of the Notes. A small number of market participants could trigger potentially significant (and adverse) price swings and illiquidity, events that could have a material adverse effect on the return and value of the Notes and their liquidity.

Several factors may affect the price of Cryptocurrency Assets, such as Bitcoin. These factors include, but are not limited to: supply and demand, investors' expectations regarding the rate of inflation, interest rates, currency exchange rates, or future regulatory measures (if any) that restrict the trading of Bitcoin or its use as a form of payment. The issuance of Cryptocurrency Assets including Bitcoin is determined by a computer code, not by a central bank, and prices can be extremely volatile. There is no assurance that Cryptocurrency Assets, such as Bitcoin will maintain its long-term value in terms of purchasing power in the future, or that acceptance of Bitcoin payments by mainstream retail merchants and commercial businesses will continue to grow. The value of the Underlying ETF's investments in Cryptocurrencies including Bitcoin could decline rapidly, including to zero. Noteholders should further note that the trading hours of Cryptocurrency Assets typically exceed the trading hours of the Notes. Noteholders therefore cannot invest in or divest the Notes and react to price movements or volatility of the cryptocurrency assets outside the Notes' trading hours.

Bitcoin is the most established Cryptocurrency Asset within the universe of Cryptocurrency Assets as well as in public perception. Hence, there is a risk that new or smaller Cryptocurrency Asset could lead to a decline in the value of Bitcoin. Due to a large number of initial coin offerings in the recent years, a large number of Cryptocurrency Assets are currently competing with each other. Due to this competition there is therefore the risk, that the importance of Bitcoin will diminish and that it may even be driven out of the market during the term of the Notes. Noteholders should note that such events are associated

with the risk that the value of the Underlying ETF may fall or may even become zero (0) at the time of the payment or redemption. Consequently, depending on the performance of such ETF, Noteholders may lose part or all of their investment in the ETF Linked Notes.

The technology that Cryptocurrency Assets rely on is comparatively new and not yet fully tested. Cryptocurrency Assets are often based on decentralized networks and open source network protocols. In this context, it is possible and also necessary to update, amend or change the protocol from time to time, which can lead in a so-called "fork" of the Cryptocurrency Asset. Generally, a fork can be described as an update for the existing protocol of a Cryptocurrency Asset. Forks can be divided in so-called "hard-forks", where the newer protocol is not compatible with the older one, and "soft-forks", where the newer protocol is compatible with the older one. Therefore, a "hard-fork" can result in a split of the chain and a creation of a new Cryptocurrency Asset. Noteholders should be aware that these changes, such as a fork, or new developments in the technology may affect the value of Cryptocurrency Assets and could have a material adverse effect on the return on and value of the Notes and their liquidity.»

IV. SECTION "IMPORTANT INFORMATION"

The paragraph "Use of Proceeds related to Positive Impact Notes" on pages 50 and 51 is amended as follows:

"The Final Terms of the Notes may provide that the Issuer will apply an amount equivalent to the net proceeds of the issue to finance or refinance, in whole or in part Eligible Assets as defined in the Framework and as specified in the Final Terms.

Sustainable Notes can be either Green Notes, Social Notes or Sustainability Notes if an amount equivalent to the net proceeds is applied to finance or refinance Eligible Assets respectively in the Eligible Green Categories, the Eligible Social Categories or in the Eligible Categories (corresponding to both Eligible Green Categories and Eligible Social Categories, in the case of Sustainability Notes) pursuant to the Framework.

Prospective investors should have regard to the information set out in the Final Terms and the Framework regarding such use of an equivalent amount to the net proceeds and must determine for themselves the relevance of such information for the purpose of any investment in such Sustainable Notes, together with any other investigation any such investors deem necessary.

The definition (legal, regulatory or otherwise) of, and market consensus as to what constitutes or may be classified as, a "green", "social", "sustainable", or equivalently-labelled project or loan that may finance such project or loan, and the requirements of any such label remains under development. Regulation (EU) No. 2020/852 on the establishment of a framework to facilitate sustainable investment was adopted by the Council and the European Parliament (the **Taxonomy Regulation**), and supplemented by Delegated Regulation (EU) 2021/2139 (as amended) and Delegated Regulation (EU) 2023/2486 to establish a single EU-wide classification system (the **EU Taxonomy**). The EU Taxonomy provides companies and investors with a common language to determine which economic activities can be considered environmentally sustainable, i.e. (i) contributing substantially to one or more of the six environmental objectives of the Taxonomy Regulation (the "substantial contribution criteria"), (ii) doing no significant harm to any other environmental objectives (the "do no significant harm"), (iii) complying with minimum safeguards, and (iv) complying with technical screening criteria.

The relevant Eligible Assets or the application of an equivalent amount to the net proceeds of any Sustainable Notes in connection therewith (as described in section "Use of Proceeds" of the relevant Final Terms), may not be implemented in or substantially in such manner and/or in accordance with any timing schedule. Nor can it be certain that such Eligible Assets will be completed within any specified period or at all or with the results or outcome (whether or not related to the "sustainable " aspect) originally expected or anticipated by the Issuer.

There can be no assurance by the Issuer, the Arranger or the Dealers that the use of proceeds of any Sustainable Notes (or the application of an amount equivalent to net proceeds of any Sustainable Notes) identified in the Final Terms will satisfy, whether in whole or in part, any future legislative or regulatory requirements, or any present or future investor expectations or requirements with respect to investment criteria or guidelines with which any investor or its investments are required to comply, whether pursuant to any present or future applicable law or regulation or under its own by-laws or other governing rules or investment portfolio mandates.

No assurance or representation is given as to the content, suitability or reliability for any purpose whatsoever in respect of (i) any second party opinion or certification of any other third party (whether or not solicited by the Issuer) that may be made available in connection with the issue of any Sustainable Notes and in particular with any assets to fulfil any environmental, social and/or other criteria, (ii) any Framework to be published on the Issuer's website on or before the issue of any Sustainable Notes or equivalently labelled Notes, or on (iii) any public reporting or (iv) any Sustainable Notes or equivalently labelled Notes.

Currently, the providers of second party opinions and certifications are not subject to any specific regulatory or other regime or oversight. Any such second party opinion or certification is not, and should not be deemed to be, a recommendation by the Issuer or any other person to buy, sell or hold any such Sustainable Notes.

The Arranger or the Dealers do not make any representation as to the suitability of the Sustainable Notes with the green and/or social criteria required by prospective investors. The Arranger or the Dealers have not undertaken, and are not responsible for, any assessment of the eligibility criteria, any verification of whether the Sustainable Notes meet the eligibility criteria, or the monitoring of the use of proceeds. Investors should refer to Société Générale's website or any third-party opinion.

Investors should refer to the relevant Final Terms, the Issuer's website, the Issuer's Framework and the second party opinion delivered in respect thereof, if any, and any public reporting by or on behalf of the Issuer in respect of the application of the proceeds of any Eligible Assets for further information. Any such Framework and/or second party opinion and/or public reporting will not form part of, nor be incorporated by reference in, this Base Prospectus.

Any opinion or certification of any other third party (whether or not solicited by the Issuer) which may be made available in connection with the issue of any Sustainable Notes and in particular with any project to fulfil any environmental and/or other criteria may not be suitable or reliable for any purpose whatsoever. Currently, the providers of such opinions and certifications are not subject to any specific regulatory or other regime or oversight. Any such opinion or certification is not, nor should it be treated or considered as, a recommendation by the Issuer or any other person to buy, sell or hold any such Sustainable Notes. Any such opinion or certification is not, nor should be deemed to be, a recommendation by the Dealers, to buy or hold any such Sustainable Notes and prospective investors must determine for themselves the relevance of any such opinion, certification or verification and/or the information contained therein and/or the provider of such opinion or certification for the purpose of any investment in the Sustainable Notes.

The net proceeds from each issue of Notes by Societe Generale will be used for the general financing purposes of the Group. If, in respect of any particular issue, there is a particular identified use of proceeds, such use will be stated in the Final Terms.

~~The~~ If in respect of any particular issue of Notes, the Final Terms ~~of the Notes may provide that~~ indicate that the Issuer will apply an amount equivalent to the net proceeds of ~~the any particular issue will be applied to~~ finance or refinance, in ~~part or in full, eligible activities (such activities the Eligible Activities), which serve to deliver a positive contribution to one or more of the three pillars of sustainable development (economic, environmental and social), once any potential negative impacts and mitigation actions have been duly identified~~ whole or in part, loans and investments including those directed toward pure play companies (such assets being the **Eligible Green Assets or Eligible Social Assets**, together, the **Eligible Assets**) that meet the eligibility criteria for the Eligible Green Categories and/or

Eligible Social Categories, as defined in the sustainable ~~and positive impact bond~~ financing framework, as amended and supplemented from time to time (the **Framework**) ~~which is available on the website of Societe Generale (https://www.societegenerale.com/sites/default/files/documents/2021-11/20211104_Societe-Generale-Sustainable-and-Positive-Impact-Bond-Framework.pdf) and as specified in the Final Terms (the Positive Impact~~ such Notes will be sustainable notes (the **Sustainable Notes**).

During the life of the ~~Positive Impact~~ Sustainable Notes, Eligible ~~Activities~~ Assets will be added to or removed from the pool of Eligible ~~Activities~~ Assets to the extent required (e.g. in case of projects divestment or cancellation, in case of amortized or redeemed loans, ~~or if an activity~~ asset ceases to meet the eligibility criteria or for any other reason beyond the control of the Issuer). In case of removal of Eligible ~~Activities, Societe Generale~~ Assets, Société Générale commits, on a best effort basis, to reallocate immediately the equivalent amount of net proceeds to other Eligible ~~Activities~~ Assets.

Pending the full allocation of an amount equivalent to the net proceeds, ~~the unallocated amount will be managed within Societe Generale's regular cash management operations.~~

net proceeds from the Issuer could temporarily, without any undertaking of the Issuer as to a maximum period of time, be used by the Issuer within the treasury of the Group, in money market instruments, cash and/or cash equivalent instruments until Eligible Assets are added to the Eligible Assets Portfolio. Sustainable ~~Positive Impact~~ Notes can be either green (the **Green** ~~Positive Impact~~ **Notes**), social (the **Social** ~~Positive Impact~~ **Notes**) or sustainability (the **Sustainability** ~~Positive Impact~~ **Notes**) (together the Sustainable Notes) if an amount equivalent to the net proceeds will be applied to finance or refinance Eligible ~~Activities~~ Assets in the following green categories, social categories or in both categories ~~(in case of Sustainability Positive Impact Notes)~~ pursuant to the Framework:

Eligible Green ~~categories~~ Categories include:

~~–Renewable energy;~~

- = ~~–Green buildings;~~
- = ~~–Low carbon transport~~ Renewable energy;
- = Clean transportation;
- = Energy efficiency;
- = ~~–Water management and~~ Sustainable water treatment and wastewater management;
- = Circular economy;
- = ~~–Pollution prevention and control; and~~
- = ~~–Circular economy~~ Climate change adaptation.

Eligible Social ~~categories~~ Categories include:

- = ~~–Employment generation and preservation through SME financing;~~
- = ~~–Socioeconomic advancement and empowerment;~~
- = ~~–Affordable housing;~~
- = ~~–Access to education and professional training; and~~
- = ~~–Access to healthcare.~~

These different categories are defined in the Framework which also further describes (i) the ~~above-mentioned~~ Eligible ~~Activities by~~ Assets under each above-mentioned categories and (ii) the processes the Issuer will apply to evaluate and select the Eligible ~~Activities~~ Assets, manage the net proceeds, report and use external reviews, ~~inter alia~~ in accordance with:

– the Green Bond Principles, Social Bond Principles and Sustainability Bond Guidelines published by the International Capital Markets Association; and

~~– the Principles for Positive Impact Finance published by the United Nations Environment Programme Finance Initiative.~~

~~The Issuer has made the Framework available on its website: (https://www.societegenerale.com/sites/default/files/documents/2021-11/20211104_Societe_Generale_Sustainable_and_Positive_Impact_Bond_Framework.pdf).~~

A link to such Framework shall also be included in the Final Terms.

~~The Issuer has appointed ISS ESG to conduct an external review of its Framework and issue [ISS Corporate has provided](#) a second party opinion (**Second Party Opinion**) on the Framework's environmental and social credentials based [Framework, including](#) among others on its alignment with the Principles for Positive Impact Finance published by the United Nations Environment Programme Finance Initiative, the Green Bond Principles, Social Bond Principles and Sustainability Bond Guidelines published by the International Capital Markets Association. The Second Party Opinion is available under section "**Sustainable and Positive Impact Bond**" of the Issuer's debt investors webpage: (<https://investors.societegenerale.com/en/financial-and-non-financial-information/esg-publications>).~~

[As described in the Framework, Societe Generale will publish an annual report on its website detailing both the allocation and impacts of the net proceeds allocated to each of the Eligible Categories.](#)

[The Issuer commits to get the allocation of the amount equivalent to the net proceeds to Eligible Assets and the main impact indicators reported audited by an external party on an annual basis.](#)

[All these documents are available on Societe Generale's website: <https://investors.societegenerale.com/en/financial-and-non-financial-information/debt-investors>](#)

~~The Issuer will publish an annually limited or reasonable assurance report provided by its external auditors or any other appointed independent third party until the maturity of the Positive Impact Notes, verifying:~~

~~– the allocated and unallocated amount equivalent to the net proceeds;~~

~~– the compliance of the Eligible Activities with the defined eligibility criteria of the relevant categories; and~~

~~– the review of the positive impact reporting.~~

~~For any verification of whether the Positive Impact Notes meet the eligibility criteria, or for the monitoring of the use of proceeds, Investors should refer to Societe Generale's website (<https://investors.societegenerale.com/en/financial-and-non-financial-information/esg-publications>) or any relevant third party opinion.~~

~~Prospective investors should have regard to the information set out in the Final Terms and the Framework regarding such use of proceeds and must determine for themselves the relevance of such information for the purpose of any investment in such Positive Impact Notes together with any other investigation such investor deems necessary.~~

~~Regulation (EU) No. 2020/852 on the establishment of a framework to facilitate sustainable investment, adopted by the Council and the European Parliament (the **EU Taxonomy Regulation**), as supplemented by Delegated Regulation (EU) 2021/2139 (as amended) and Delegated Regulation (EU) 2023/2486, established a single EU-wide classification system, or "taxonomy", which provides companies and investors with a common language for determining which economic activities can be considered environmentally sustainable and technical screening criteria for determining which economic activities can be considered as contributing substantially to one of the six environmental objectives of the EU Taxonomy Regulation, without such economic activity causing any significant harm to any of the other environmental objectives. In addition, Regulation (EU) 2023/2631 of the European Parliament and of the Council of 22 November 2023 on European Green Bonds and optional disclosures for bonds marketed as environmentally sustainable and for sustainability-linked bonds was published in the Official Journal of the European Union on 30 November 2023. The regulation, which entered into force on 20 December 2023, applies since 21 December 2024. It introduces a voluntary label (the **European Green Bond Standard**) for issuers of green use of proceeds bonds where the proceeds will be invested in economic activities aligned with the EU Taxonomy Regulation. For the avoidance of doubt, the Positive Impact Notes will not be compliant with the European Green Bond Standard and are only intended to~~

comply with the requirements and processes in the Framework. Besides, the definition (legal, regulatory or otherwise) of, and market consensus as to what constitutes or may be classified as, a "social", "sustainable", or equivalently labelled project or loan that may finance such project or loan, and the requirements of any such label are currently under development.

The relevant Eligible Activity or the application of the net proceeds of any Positive Impact Notes in connection therewith (as described in section "Use of Proceeds" of the relevant Final Terms), might not be implemented in or substantially in such manner and/or in accordance with any timing schedule. Nor can it be certain that such Eligible Activity will be completed within any specified period or at all or with the results or outcome (whether or not related to the "sustainable and positive impact" aspect) originally expected or anticipated by the Issuer.

There can be no assurance by the Issuer, the Arranger or the Dealers that the use of proceeds of any Positive Impact Notes identified in the Final Terms will satisfy, whether in whole or in part, any future legislative or regulatory requirements, or any present or future investor expectations or requirements with respect to investment criteria or guidelines with which any investor or its investments are required to comply, whether pursuant to any present or future applicable law or regulation or under its own by-laws or other governing rules or investment portfolio mandates.

No assurance or representation is given as to the content, suitability or reliability for any purpose whatsoever in respect of (i) any second party opinion or certification of any other third party (whether or not solicited by the Issuer) that may be made available in connection with the issue of any Positive Impact Notes and in particular with any activity to fulfil any environmental, social and/or other criteria, (ii) any Framework to be published on the Issuer's website on or before the issue of any Positive Impact Notes or equivalently labelled Notes, or on (iii) any public reporting or (iv) any Positive Impact Notes or equivalently labelled Notes.

Currently, the providers of second party opinions and certifications are not subject to any specific regulatory or other regime or oversight. Any such second party opinion or certification is not, and should not be deemed to be, a recommendation by the Issuer or any other person to buy, sell or hold any such Positive Impact Notes.

The Arranger or the Dealers do not make any representation as to the suitability of the Positive Impact Notes to fulfil "positive impact" criteria required by prospective investors. The Arranger or the Dealers have not undertaken, and are not responsible for, any assessment of the eligibility criteria, any verification of whether the Positive Impact Notes meet the eligibility criteria, or the monitoring of the use of proceeds. Investors should refer to Societe Generale's website or any third party opinion.

Investors should refer to the relevant Final Terms, the Issuer's website, the Issuer's Framework and the second party opinion delivered in respect thereof, if any, and any public reporting by or on behalf of the Issuer in respect of the application of the proceeds of any Eligible Activities for further information. Any such Framework and/or second party opinion and/or public reporting will not form part of, nor be incorporated by reference in, this Base Prospectus.

Any opinion or certification of any other third party (whether or not solicited by the Issuer) which may be made available in connection with the issue of any Positive Impact Notes and in particular with any project to fulfil any environmental and/or other criteria may not be suitable or reliable for any purpose whatsoever. Currently, the providers of such opinions and certifications are not subject to any specific regulatory or other regime or oversight. Any such opinion or certification is not, nor should it be treated or considered as, a recommendation by the Issuer or any other person to buy, sell or hold any such Positive Impact Notes

"

V. SECTION "REGULATORY INFORMATION"

In the paragraph relating to "The regulation and reform of "benchmarks"" in the Section "REGULATORY INFORMATION", the table listing the benchmarks, administrators and ESMA Register status on page 58 is modified as follows :

Benchmark	Administrator	ESMA Register
EURIBOR	European Money Markets Institute (EMMI)	Appears

EUR-EURIBOR ICE Swap Rate 11:00	ICE Benchmark Administration Limited	Does not appear and non- exempted
EONIA	European Money Markets Institute (EMMI)	Appears
EUR-CMS	ICE Benchmark Administration Limited	Does not appear and non- exempted
SOFR-CMS	ICE Benchmark Administration Limited	Does not appear and non- exempted
USD-SOFR ICE Swap Rate	ICE Benchmark Administration Limited	Does not appear and non- exempted
SHIBOR	People's Bank of China	Does not appear and exempted
CIBOR	Danish Financial Benchmark Facility ApS	Appears
NIBOR	Norske Finansielle Referanser AS (NoRe)	Appears
STIBOR	Swedish Financial Benchmark Facility	Does not appear and non- exempted
SONIA	Bank of England	Does not appear and exempted
SOFR	CME Group Benchmark Administration Limited	Does not appear and non- exempted
€STR	ECB	Does not appear and exempted
SARON	SIX Swiss Exchange	Does not appear and non- exempted
TONA	Refinitiv Benchmark Services (UK) Limited	Does not appear and non- exempted
SORA	ABS Benchmarks Administration Co Pte Ltd	Appears
HONIA	Treasury Markets Association (TMA)	Does not appear and non- exempted
AONIA	ASX Benchmarks Limited	Appears
CORRA	Bank of Canada	Does not appear and exempted
OBFR	Federal Reserve Bank of New York	Does not appear and exempted
FOMC Target Rate	Federal Reserve Bank of New York	Does not appear and exempted
Taux de l'Echéance Constante	Banque de France	Does not appear and exempted

Treasury Constant Maturities	U.S. Treasury	Does not appear and exempted
FTSE MIB index	FTSE International Limited	Does not appear and non-exempted
SGMDGPPB Index - SGI Global 85% Progressive Protection Bond Index	Societe Generale	Appears
IND1GMAS Index - Global Multi Asset Strategy EUR Index	Societe Generale	Appears
SGMDPP90 Index - SGI Progressive Protection 90 Index	Societe Generale	Appears
SGITEGD Index - SGI European Green Deal Index	Societe Generale	Appears
SGIXTLU Index - SGI World Travel and Leisure Index	Societe Generale	Appears
SGITGAMA Index - SGI Greener America Ahead Index	Societe Generale	Appears
ERIX Index - European Renewable Energy Total Return Index in EUR	Societe Generale	Appears
SGIXROBO Index - Rise Of The Robots Index (USD - Net Total Return)	Societe Generale	Appears
SGMDDP95 Index – SGI Dynamic Protection 95% Index (EUR – Total Return)	Societe Generale	Appears

SGMDPP85 Index – SGI ESG 85% Progressive Protection Bond Index (EUR – Total Return)	Societe Generale	Appears
SGITEGDA Index - SGI European Green Deal AR 5% Index (EUR – Adjusted Return)	Societe Generale	Appears
SGMDMC95 Index - SGI Moorea Sustainable Crescendo 95% Index (EUR – Total Return)	Societe Generale	Appears
SGMDMJ22 Index - SGI Multi Asset Janvier 2022 90% Index (EUR - Total Return)	Societe Generale	Appears
SGMDROBT Index - SG Rise Of The Robots VT 9 Index (Excess Return - USD)”	Societe Generale	Appears
SGMDGP85 Index - SGI Global Progressive Protection 85 (SEK – Total Return)	Societe Generale	Appears
SGMDWO9 - SGI Water VT 9 Index (Excess Return - EUR)	Societe Generale	Appears
SGMDVE11 - SGI European Value VT 11 Index (Excess Return - EUR)	Societe Generale	Appears
SGMDGD9 - SGI European Green Deal VT 9 Index	Societe Generale	Appears

(Excess Return - EUR)		
SGIXINFL Index - SGI Inflation Proxy Index	Societe Generale	Appears
SGIXFMLY Index - SGI Offices run by families Index	Societe Generale	Appears
SGIXOPER Index - SGI Optimised Portfolio Enhanced Risk Allocation Index	Societe Generale	Appears
SGDEINFL Index - SGI Inflation Proxy Index CNTR	Societe Generale	Appears
WOWAX Index - World Water Total Return Index in EUR	Societe Generale	Appears
WOWAXPC Index - World Water Price Index in EUR Market Cap Adjusted	Societe Generale	Appears
SGMDTB85 Index - SGI Technology 85% Progressive Protection Bond Index	Societe Generale	Appears
IND1BQSI Index - Banor Quality Equity Selection Index	Societe Generale	Appears
SGMACRO Index - SG Macro Compass Index (USD – Excess Return)	Societe Generale	Appears
SGMDQI8 - SGI Quality Income VT ER 8 Index (Excess Return - EUR)	Societe Generale	Appears

SGMDSL8 - SGI Second Life VT ER 8 Index (Excess Return - EUR)	Societe Generale	Appears
SGPBSHAR Index - SGPB Selection Horizon Decrement 5% Index	Societe Generale	Appears
SGMDMETS – Milleis Europe Tri-Secteur Index	Societe Generale	Appears
SGMDTTSD - SGI Transatlantic VT Fix Dividend 50 Index (EUR – Net Total Return)	Societe Generale	Appears
SGMDTT2D - SGI Transatlantic VT Fix Dividend 50 Index 2	Societe Generale	Appears
SGMDACE8 - SGI Data Center VT 8 Index	Societe Generale	Appears
SGMDES8 - SGI European Sovereignty VT 8 Index	Societe Generale	Appears
SGMDGDE8 - SGI German Bundes VT 8 Index	Societe Generale	Appears
SGMDGK15 - SGI Eurozone Greek Focus VT 15 Index	Societe Generale	Appears
SGMACROE - SG Macrocompass Enhanced	Societe Generale	Appears
SGMDSIP1 - SGI SIP SVHP Global Quality	Societe Generale	Appears

Companies Index		
AL	London Metal Exchange Limited (LME)	Does not appear and non-exempted
AL3	London Metal Exchange Limited (LME)	Does not appear and non-exempted
CU	London Metal Exchange Limited (LME)	Does not appear and non-exempted
CU3	London Metal Exchange Limited (LME)	Does not appear and non-exempted
GI	European Energy Exchange (EEX)	Appears
GOA	ICE Benchmark Administration Limited (IBA)	Does not appear and non-exempted
MCU	London Metal Exchange Limited (LME)	Does not appear and non-exempted
NI	London Metal Exchange Limited (LME)	Does not appear and non-exempted
NI3	London Metal Exchange Limited (LME)	Does not appear and non-exempted
PB	London Metal Exchange Limited (LME)	Does not appear and non-exempted
PB3	London Metal Exchange Limited (LME)	Does not appear and non-exempted
GO	ICE Benchmark Administration Limited (IBA)	Does not appear and non-exempted
PDA	London Metal Exchange Limited (LME)	Does not appear and non-exempted
PD	London Metal Exchange Limited (LME)	Does not appear and non-exempted
PTA	London Metal Exchange Limited (LME)	Does not appear and non-exempted
PT	London Metal Exchange Limited (LME)	Does not appear and non-exempted
SI	ICE Benchmark Administration Limited (IBA)	Does not appear and non-exempted
ZN	London Metal Exchange Limited (LME)	Does not appear and non-exempted
ZN3	London Metal Exchange Limited (LME)	Does not appear and non-exempted

VI. SECTION “IMPORTANT INFORMATION RELATING TO NON EXEMPT OFFER OF NOTES”

The Sub-section 3 “Conditions to consent” on page 68 is amended as follows:

“The consent by the Issuer to the use of the Base Prospectus in the context of the relevant Non-exempt Offer are (in addition to the conditions described in paragraph “Type of Consent” above if the clause “Type of Consent” is stated as being “General Consent” in the applicable Final Terms) that such consent:

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

(b) only extends to the use of this Base Prospectus to make Non-exempt Offers of the relevant Tranche of Notes in Austria, Belgium, Bulgaria, Croatia, Czech Republic, Denmark, [Estonia](#), Finland, France, Greece, Hungary, Ireland, Italy, [Latvia](#), [Lithuania](#), Luxembourg, Norway, Poland, Portugal, Romania, Slovak Republic, Slovenia, Spain, Sweden and The Netherlands, as specified in the applicable Final Terms.

The only Relevant States for which each of the Issuer and the Guarantor has given a consent for the making of Non-exempt Offers and which may be so specified in the applicable Final Terms as indicated in the paragraph 3(b) as Non-exempt Offer Jurisdictions will be Austria, Belgium, Bulgaria, Croatia, Czech Republic, Denmark, [Estonia](#), Finland, France, Greece, Hungary, Ireland, Italy, [Latvia](#), [Lithuania](#), Luxembourg, Norway, Poland, Portugal, Romania, Slovak Republic, Slovenia, Spain, Sweden and The Netherlands.”

VII. SECTION “FORM OF FINAL TERMS”

The Paragraph 4 “Reasons for the Offer and Use of Proceeds” in Part B of the Form of Final Terms on page 121 is amended as follows:

“

4. REASONS FOR THE OFFER AND USE OF PROCEEDS

(i) **Reasons for the offer and use of proceeds:** [Not Applicable] [Specify the use of proceeds]

*[The Notes constitute [Green/Social/Sustainability] ~~Positive Impact~~ Notes and an amount equivalent to the net proceeds will be applied to finance and/or refinance [[Eligible Green Assets / Eligible Social Assets / Green and Social Eligible Assets] pursuant to the Framework – describe any specific Green and/or Social Eligible Assets if relevant] ~~[describe specific Eligible Activities and Framework, including website link, second party opinion and/or other relevant information where such information can be obtained]~~.
(If the issuer is aware that the estimated proceeds will not be sufficient to finance all intended uses, indicate the amount and source of the necessary additional funds) (If reasons for offer are different from those stated in “Use of*

Proceeds" those reasons will need to be included here.).

[NB: Reasons for the offer and use of proceeds must be specified in case of Notes listed on SIX Swiss Exchange]

(ii) **Estimated net proceeds:**

[Not Applicable] *[Insert the estimated net proceeds]*

(iii) **Estimated total expenses:**

[•] [Not Applicable]¹

(fees should be broken down according to the main intended uses, in descending order of priority)

“

VIII. SECTION “GENERAL TERMS AND CONDITIONS OF THE ENGLISH LAW NOTES”

An item 4.2.3.8 “Reference Rate Disruption Event” on page 177 is added:

“4.2.3.8 Reference Rate Disruption Event

In relation to a Reference Rate published by a Central Bank or governmental agency and deemed to replicate the yield [to maturity] of a theoretical government bond with a defined maturity (such as, but not limited to, the TEC10 rate for French Obligation assimilables du Trésor (OAT) and the Treasury Constant Maturity (TCM) for U.S. Treasuries, or any successor thereto), if the Calculation Agent determines that, on or prior to a Valuation Date or Averaging Date, such rate published by its administrator on the relevant source does no longer represent the actual yield of the underlying bond (a **Reference Rate Disruption Event**) (which may occur in connection with, but not limited to, or following any default or potential default of the government issuing such bond or unexpected volatility or illiquidity in markets in trading such bonds);

then the Calculation shall either:

(x) calculate the relevant formula used to determine an amount to be paid or whether a condition has occurred, if any, as described in the applicable Final Terms using, *in lieu* of a published level for the Reference Rate, the level of such Reference Rate as at the Valuation Time on the relevant Valuation Date or Averaging Date, as determined by the Calculation Agent acting in good faith and a commercially reasonable manner by reference to market prices for the related government bonds with a maturity most closely matching the intended maturity and having regard to pricing sources, methods and models (which may include, without limitation, any available firm or indicative prices for such government bonds or internal valuation or recovery models) as the Calculation Agent considers appropriate;

or;

(y) if the Calculation Agent has not retained (x) above and such Reference Rate Disruption Event is likely to have a material impact on the hedge of Société Générale or one of its affiliates in connection with the Notes: consider such event as an event triggering an early redemption of the Notes (hereafter, an **Early Redemption Event**). Where an Early Redemption Event occurs, the Issuer shall terminate its obligations under the Notes and pay or deliver, as the case may be, as soon as possible after the occurrence of the Early Redemption Event, an amount equal to the Early Redemption Amount on the basis of Market Value as defined in Condition 6.3 of the General Terms and Conditions. If such event occurs in respect of a Series of Notes on or after the Issue Date of the first Tranche of the Series of

Notes, the Issuer or the Guarantor (as applicable), may by notice to the Principal Paying Agent and to the Noteholders, elect that the Notes shall be redeemed early on the fourteenth (14th) calendar day after the delivery by the Issuer (or the Guarantor, as applicable) of the applicable notice of early redemption (the Early Redemption Date), in accordance with this Condition.”

IX. SECTION “GENERAL TERMS AND CONDITIONS OF THE FRENCH LAW NOTES”

An item 4.2.3.8 “Reference Rate Disruption Event” on page 245 is added:

“4.2.3.8 Reference Rate Disruption Event

In relation to a Reference Rate published by a Central Bank or governmental agency and deemed to replicate the yield [to maturity] of a theoretical government bond with a defined maturity (such as, but not limited to, the TEC10 rate for French Obligation assimilables du Trésor (OAT) and the Treasury Constant Maturity (TCM) for U.S. Treasuries, or any successor thereto), if the Calculation Agent determines that, on or prior to a Valuation Date or Averaging Date, such rate published by its administrator on the relevant source does no longer represent the actual yield of the underlying bond (a **Reference Rate Disruption Event**) (which may occur in connection with, but not limited to, or following any default or potential default of the government issuing such bond or unexpected volatility or illiquidity in markets in trading such bonds);

then the Calculation shall either:

(x) calculate the relevant formula used to determine an amount to be paid or whether a condition has occurred, if any, as described in the applicable Final Terms using, *in lieu* of a published level for the Reference Rate, the level of such Reference Rate as at the Valuation Time on the relevant Valuation Date or Averaging Date, as determined by the Calculation Agent acting in good faith and a commercially reasonable manner by reference to market prices for the related government bonds with a maturity most closely matching the intended maturity and having regard to pricing sources, methods and models (which may include, without limitation, any available firm or indicative prices for such government bonds or internal valuation or recovery models) as the Calculation Agent considers appropriate;

or;

(y) if the Calculation Agent has not retained (x) above and such Reference Rate Disruption Event is likely to have a material impact on the hedge of Société Générale or one of its affiliates in connection with the Notes: consider such event as an event triggering an early redemption of the Notes (hereafter, an **Early Redemption Event**). Where an Early Redemption Event occurs, the Issuer shall terminate its obligations under the Notes and pay or deliver, as the case may be, as soon as possible after the occurrence of the Early Redemption Event, an amount equal to the Early Redemption Amount on the basis of Market Value as defined in Condition 6.3 of the General Terms and Conditions. If such event occurs in respect of a Series of Notes on or after the Issue Date of the first Tranche of the Series of Notes, the Issuer or the Guarantor (as applicable), may by notice to the Principal Paying Agent and to the Noteholders, elect that the Notes shall be redeemed early on the fourteenth (14th) calendar day after the delivery by the Issuer (or the Guarantor, as applicable) of the applicable notice of early redemption (the Early Redemption Date), in accordance with this Condition.”

X. SECTION “ ADDITIONAL TERMS AND CONDITIONS RELATING TO FORMULAE”

- *The Sub-section 1.4.6 “Add-on relating to Foreign Exchange Rates » on page 294 is amended as follows:*

“1.4.6 Add-on relating to Foreign Exchange Rates

Any Product Formula defined in Condition 3 below and used to determine and calculate a Product Amount expressed in a currency other than the Specified Currency may be modified ~~as follows~~ by

applying the FX Rate to the Product Formula or to any specific definitions and formulas within the relevant Product Formula in order to ensure that the Product Amount is denominated and paid in the Specified Currency:

Illustration 1:

Product Amount = Specified Denomination x Product Formula [x FXRate(t1)] [/ FXRate(t2)]

Illustration 2:

Product Amount = Specified Denomination x [Max(100%; (Level(i, Strike) [x FXRate(t1)] [/ FXRate(t2)]))]

In the case of Credit Linked Notes or Bond Linked Notes, when relevant:

a. the Aggregate Nominal Amount, expressed in the Specified Currency, may be converted into a currency other than the Specified Currency (the Hedge Currency) at the beginning of the lifetime of the product. In such case, the following precision will be given in the applicable Final Terms with respect to the Aggregate Nominal Amount:

Upon receipt of the proceeds settled and denominated in the Specified Currency relating to the Aggregate Nominal Amount, Societe Generale, when entering into hedging transactions in its role of Issuer of the Notes or in its role of provider of hedging instruments to the Issuer of the Notes, as the case may be, will convert such proceeds denominated in the Specified Currency into the Hedge Currency, in accordance with FXRate(0), and will hedge the product by using the proceeds converted into the Hedge Currency.

b. when the Aggregate Nominal Amount has been converted into the Hedge Currency, the Nominal Amount, the Relevant Proportion of the Interest Calculation Amount, the Cash Redemption Amount, or any amount used to determine an amount to be paid by the Issuer to the Noteholders as specified in the applicable Final Terms, each of such amount being thus deemed to be expressed in the Hedge Currency, may be converted into the Specified Currency in order to ensure that the related Product Amount, or any other related amount to be paid by the Issuer to Noteholders and not deemed to be a Product Amount, is denominated and paid in the Specified Currency. In such case:

- FXRate(i) (i from 1 to T) shall be multiplied to the Product Formula of the related Product Amount or be taken into account in determining any other related amount to be paid by the Issuer to Noteholders and not deemed to be a Product Amount; and

- the following precision will be given in the applicable Final Terms with respect to the related Product Amount, or any other related amount to be paid by the Issuer to Noteholders and not deemed to be a Product Amount:

Pursuant to the initial conversion into the Hedge Currency of the proceeds settled and denominated in the Specified Currency relating to the Aggregate Nominal Amount, [the Nominal Amount] [the Relevant Proportion of the Interest Calculation Amount] [the Cash Redemption Amount] [any amount used to determine an amount to be paid by the Issuer to the Noteholders as specified in the applicable Final Terms], and any other related amount, will be deemed to be denominated in the Hedge Currency.

[The related Product Amount] [Any other related amount to be paid by the Issuer to Noteholders and not deemed to be a Product Amount], and when relevant, any other amount relating to the [payment of interest] [reimbursement of capital] to be received by the Noteholders, will be payable in the Specified Currency.

Each FXRate(i) (i from 0 to T) mentioned above will be defined in accordance with Condition 4.0 herein.”

- *The Sub-section 3.3.7 “ Reverse Convertible with Automatic Early Redemption Event » on pages 337 and 338 is amended as follows:*

“3.3.7 Reverse Convertible with Automatic Early Redemption Event

If the applicable Final Terms specify that "Reference of the Product" is 3.3.7, the following applies:

3.3.7.1 Product Description:

- Unless previously redeemed, this Product pays a Structured Interest Amount the calculation of which depends upon the scenario occurring among the 2 possible.
 - o The occurrence of these scenarios depends upon the value of the relevant ReferenceFormula applied to the Underlying(s) of the Product and of its position compared to a CouponBarrier [and/or whether or not a\[n\] \[American\] \[European\] \[Low Barrier\] \[High Barrier\] \[Second Low Barrier\] \[Second High Barrier\] \[Range\] \[Target\] \[Memory\] Knock-In\] \[Lock-In\] Event occurs.](#)
 - o The Structured Interest Amount may be equal, depending upon the scenario occurring, to a predetermined value dependent of the previously Structured Interest Amount computed.
- An Automatic Early Redemption Amount may be paid under this Product.
 - o If an Automatic Early Redemption Event is deemed to have occurred, the Automatic Early Redemption Amount equals a predetermined value.
- Unless previously redeemed, this Product pays on Maturity Date a Final Redemption Amount determined on the basis of the applicable Option specified in the applicable Final Terms and chosen among the Options described in Condition 3.3.0.1 above.

3.3.7.2 Structured Interest Amount: Applicable

For i from t1 to t2

Scenario 1:

If on Valuation Date(i), [ReferenceFormula_CouponBarrier(RVD(i)) is [higher] [lower] than [or equal to] CouponBarrier(i)] [\[\[and\] \[or\] \[an European\] \[an American\] \[a Low Barrier\] \[a High Barrier\] \[a Second Low Barrier\] \[a Second High Barrier\] \[a Range\] \[a Target\] \[a Memory\] Knock-In\] \[a Lock-In\] Event has \[not\] occurred\]](#), then:

Structured Interest Amount(i) = Specified Denomination × Product Formula(i)

Product Formula(i) = Coupon_1(i)

Scenario 2:

If on Valuation Date(i), [ReferenceFormula_CouponBarrier(RVD(i)) is [higher] [lower] than [or equal to] CouponBarrier(i)] [\[\[and\] \[or\] \[an European\] \[an American\] \[a Low Barrier\] \[a High Barrier\] \[a Second Low Barrier\] \[a Second High Barrier\] \[a Range\] \[a Target\] \[a Memory\] Knock-In\] \[a Lock-In\] Event has \[not\] occurred\]](#), then:

Structured Interest Amount(i) = Specified Denomination × Product Formula(i)

Product Formula(i) = Coupon_2(i)

For i from (t2+1) to t3

Scenario 1:

If on Valuation Date(i), [ReferenceFormula_CouponBarrier(RVD(i)) is [higher] [lower] than [or equal to] CouponBarrier(i)] [\[\[and\] \[or\] \[an European\] \[an American\] \[a Low Barrier\] \[a High Barrier\] \[a Second Low Barrier\] \[a Second High Barrier\] \[a Range\] \[a Target\] \[a Memory\] Knock-In\] \[a Lock-In\] Event has \[not\] occurred\]](#), then:

Structured Interest Amount(i) = Max(Floor(i) ; Min(Cap(i) ; Specified Denomination x Participation(i) x Coupon_3(i) – SumCoupons[Paid](i-1)))

Scenario 2:

If on Valuation Date(i), [ReferenceFormula_CouponBarrier(RVD(i)) is [higher] [lower] than [or equal to] CouponBarrier(i)] [\[\[and\] \[or\] \[an European\] \[an American\] \[a Low Barrier\] \[a High Barrier\] \[a Second](#)

Low Barrier] [a Second High Barrier] [a Range] [a Target] [a Memory] Knock-In] [a Lock-In] Event has [not] occurred], then:

Structured Interest Amount(i) = Specified Denomination × Product Formula(i)
Product Formula(i) = Coupon_4(i)”

- The Sub-section 4.18 “Family of « ModifiedPerformance » on page 409 is amended as follows:

“**ModifiedEventPerformance(i, k, Coupon(i), Upside(i), Cap(i), Floor(i), ReferenceFormula(i,k))** means:

If a[n] [[European] [American] [Range] Low Barrier] High Barrier] Second Low Barrier] Second High Barrier] Target] Memory] Knock-In] Lock-In] Event(i) is deemed to have [not] occurred, then:
ModifiedEventPerformance(i, k, Coupon(i), Upside(i), Cap(i), Floor(i), ReferenceFormula(i,k)) =
Max(Floor(i) ; Min(Cap(i) ; Upside(i) x ReferenceFormula(i,k)))

If a[n] [[European] [American] Range] Low Barrier] High Barrier] Second Low Barrier] Second High Barrier] Target] Memory] Knock-In] Lock-In] Event(i) is deemed to have [not] occurred, then:
ModifiedEventPerformance(i, k, Coupon(i), Upside(i), Cap(i), Floor(i), ReferenceFormula(i,k)) =
Coupon(i)”

XI. SECTION “ADDITIONAL TERMS AND CONDITIONS FOR SHARE LINKED NOTES AND DEPOSITARY RECEIPTS LINKED NOTES”

The Sub-section 3.1.2 ‘Extraordinary events and consequences » on page 441 are amended as follows:

“A. Upon the occurrence, in the determination of the Calculation Agent, on or prior to the last Valuation Date or the last Averaging Date of the opening of an Offering Period relating to a Merger Event, a De-merger Event, a Tender Offer, a De-listing Event, an Insolvency or a Nationalisation, in respect of (i) the Company or issuance of Shares by the Company, as applicable (an **Affected Share**) or (ii) a Depositary Receipt (an **Affected Depositary Receipt**), 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 Depositary Receipt as the case may be.

B. If the Calculation Agent decides not to apply Method of Substitution during the Offering Period with respect to the Affected Share or the Affected Depositary Receipt, then:

(a) in respect of a Merger Event (or a Tender Offer as the case may be), from the Merger Date (or the Tender Offer Date as the case may be), and/or upon consummation of the Merger Event (or the Tender Offer as the case may be), until the sixtieth Business Day thereafter, the Calculation Agent, acting in good faith, shall apply, in relation to Share-for-Share, Share-for-Other and Share-for-Combined, either:

(x) Calculation Agent Adjustment and/or

(y) Method of Substitution

(b) in the case of a Merger Event affecting two Shares or two Depositary Receipts comprised in a Basket, the Calculation Agent will either:

(x) continue with the share or the Depositary Receipt resulting from the Merger Event and in order to maintain the original number of companies in the Basket, a Substitute Share or Substitute Depositary Receipt (as applicable) will be elected and included in the Basket;

(y) substitute both Shares or Depositary Receipts with two Substitute Shares or Substitute Depositary Receipts 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 will either:

(x) replace the Affected Share or the Affected Depositary Receipt with the shares or depositary receipts of the successor companies;

(y) substitute one or more share(s) or depositary receipt(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 companies in the Basket and that in the case where the Calculation Agent has elected to substitute the Affected Share or the Affected Depositary Receipt with several shares or depositary receipts resulting from such De-merger Event, such shares or depositary receipts shall be placed in a sub-basket and considered as one component of the Basket;

(d) in respect of a De-listing Event or a Nationalisation, from the effective date of such event, until the sixtieth Business Day thereafter, the Calculation Agent may apply the Method of Substitution;

(e) in respect of an Insolvency, the Calculation Agent will decide either:

(x) that the Affected Share or the Affected Depositary Receipt will be substituted pursuant to the Method of Substitution;

(y) that the value of the relevant component in the formula used to determine the amount to be paid or whether a condition has occurred, if any, as described in the applicable Final Terms, representing the Affected Share or the Affected Depositary Receipt 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 the Depositary Receipt affected at the time of calculation;

(f) In each case as set out in paragraphs (a), (b), (c), (d) and (e) above, if the Calculation Agent has not (x) applied the adjustment described in paragraphs (a), (b), (c), (d) or (e) above; or (y) if in the case of paragraph (a), (b), (c), (d) or (e) above, no share or depositary receipt meets the criteria as set out in the Method of Substitution, then the Calculation Agent may either:

(x) apply Condition 6.5 "Monetisation until the Maturity Date" of the General Terms and Conditions; or

(y) consider such event as an event triggering an early redemption of the Notes. In that case, the Issuer shall terminate its obligations under the relevant Notes and pay to each Noteholder, as soon as possible after the occurrence of any of the events described in (a), (b), (c), (d) and (e) above, an Early Redemption Amount on the basis of Market Value as defined in Condition 6.3 of the General Terms and Conditions.

C. Notwithstanding anything herein to the contrary, the Calculation Agent shall use its reasonable endeavours at all times to maintain the original number of companies in the Basket as Companies hereunder."

XII. SECTION "ADDITIONAL TERMS AND CONDITIONS FOR DIVIDEND LINKED NOTES"

The Sub-section 3.1.2 " Extraordinary Events relating to Shares or Depositary Receipts and consequences » on page 637 are amended as follows:

"A. Upon the occurrence, in the determination of the Calculation Agent, on or prior to the last Valuation Date or the last Averaging Date of the opening of an Offering Period relating to a Merger Event, a De-merger Event, a Tender Offer, a De-listing Event, an Insolvency or a Nationalisation, in respect of (i) the Company or issuance of Shares by the Company, as applicable (an **Affected Share**) or (ii) a Depositary Receipt (an **Affected Depositary Receipt**), then during such Offering Period, the Calculation Agent may decide to apply Method of Substitution with respect to the Affected Share or Affected Depositary Receipt as the case may be.

B. If the Calculation Agent decides not to apply Method of Substitution during the Offering Period with respect to the Affected Share or the Affected Depositary Receipt, then:

(a) in respect of a Merger Event (or a Tender Offer as the case may be), from the Merger Date (or the Tender Offer Date as the case may be), and/or upon consummation of the Merger Event (or the Tender Offer as the case may be), until the sixtieth Business Day thereafter, the Calculation Agent shall apply in relation to Share-for-Share, Share-for-Other and Share-for-Combined, either:

(x) Calculation Agent Adjustment and/or

(y) Method of Substitution

(b) in the case of a Merger Event affecting two Shares or two Depositary Receipts comprised in a Basket, the Calculation Agent will either:

(x) continue with the share or the Depositary Receipt resulting from the Merger Event and in order to maintain the original number of companies in the Basket, a Substitute Share or Substitute Depositary Receipt (as applicable) will be elected and included in the Basket;

(y) substitute both Shares or Depositary Receipts with two Substitute Shares or Substitute Depositary Receipt 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 will either:

(x) replace the Affected Share or the Affected Depositary Receipt with the shares or depositary receipts of the successor companies;

(y) substitute one or more share(s) or depositary receipt(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 companies in the Basket and that in the case where the Calculation Agent has elected to substitute the Affected Share or the Affected Depositary Receipt with several shares or depositary receipts resulting from such De-merger Event, such shares or depositary receipts shall be placed in a sub-basket and considered as one component of the Basket;

(d) in respect of a De-listing Event or a Nationalisation, from the effective date of such event, until the sixtieth Business Day thereafter, the Calculation Agent may apply the Method of Substitution;

(e) in respect of an Insolvency, the Calculation Agent will decide either:

(x) that the Affected Share or the Affected Depositary Receipt will be substituted pursuant to the Method of Substitution;

(y) that the value of the relevant component in the formula used to determine the amount to be paid or whether a condition has occurred, if any, as described in the applicable Final Terms, representing the Affected Share or the Affected Depositary Receipt 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 the Depositary Receipt affected at the time of calculation;

(f) In each case as set out in paragraphs (a), (b), (c), (d) and (e) above, if the Calculation Agent has not (x) applied the adjustment described in paragraphs (a), (b), (c), (d) or (e) above; or (y) if in the case of paragraph (a), (b), (c), (d) or (e) above, no share or depositary receipt meets the criteria as set out in the Method of Substitution, then the Calculation Agent may either:

(x) apply Condition 6.5 "Monetisation until the Maturity Date" of the General Terms and Conditions; or

(y) consider such event as an event triggering an early redemption of the Notes. In that case, the Issuer shall terminate its obligations under the relevant Notes and pay to each Noteholder, as soon as possible after the occurrence of any of the events described in (a), (b), (c), (d) and (e), an Early Redemption Amount on the basis of Market Value as defined in Condition 6.3 of the General Terms and Conditions.

C. Notwithstanding anything herein to the contrary, the Calculation Agent shall use its reasonable endeavours at all times to maintain the original number of companies in the Basket as Companies hereunder.”

XIII. SECTION “ADDITIONAL TERMS AND CONDITIONS FOR REFERENCE RATE LINKED NOTES”

The Sub-sections 2 “FALLBACK PROVISIONS” and 3 “CHANGE IN LAW, HEDGING DISRUPTION, INCREASED COST OF HEDGING AND CONSEQUENCES” on page 458 are amended as follows:

“2. FALLBACK PROVISIONS

2.1 Generic fallback provisions

2.1.1 If on an Interest Determination Date or on a Valuation Date which is a Business Day or any other date or period in respect of which the Reference Rate must be determined to calculate any amount due under the Notes, the Relevant Screen Page is not available at the Specified Time or if any Index Event has occurred, the Calculation Agent shall apply the procedure detailed in Condition 4.2.3.2 of the General Terms and Conditions or Condition 4.2.3.5 of the General Terms and Conditions or Condition 4.2.3.8 of the General Terms and Conditions.

2.1.2 In respect of a Valuation Date which is not a Business Day, the Reference Rate Fixing for such Valuation Date will be the Reference Rate Fixing on the first preceding Business Day in respect of such Valuation Date.

2.2 Specific fallback provisions

For certain products (mainly range accrual products), ~~one or both of~~ the following provisions may be specified in the applicable Final Terms in addition to the generic fallback provisions:

In respect of an Interest Period and for the last four Business Days of such Interest Period, the value of the Reference Rate Fixing on these days shall be deemed to be the Reference Rate Fixing on the fifth Business Day preceding the Interest Payment Date relating to such Interest Period.

3. CHANGE IN LAW, HEDGING DISRUPTION, INCREASED COST OF HEDGING AND CONSEQUENCES

Change in Law, Hedging Disruption and **Increased Cost of Hedging** have the meanings given to them in the Additional Terms and Conditions for Structured Notes.

In case of the occurrence of a Change in Law, a Hedging Disruption or an Increased Cost of Hedging relating to a Reference Rate (the **Affected Underlying**), the Calculation Agent may apply the adjustments as specified in the ~~Additional~~ General Terms and Conditions ~~for Structured Notes~~.”

”

XIV. SECTION “DESCRIPTION OF SG ISSUER”

The Sub-section 7.1 “Pursuant to its articles of association, SG Issuer is managed by a board of directors under the supervision of a supervisory board” on pages 679 and 680 is amended as follows:

“The members of the board of directors are Laurent Simonet, Thierry Bodson, Yves Cacclin, Julien Bouchat, Youenn Le Bris, Samuel Worobel and Francois Caralp (individually a **“Director”** and collectively the **Board of Directors**).

Laurent Simonet, Thierry Bodson, Julien Bouchat, Yves Cacclin, Youenn Le Bris, Samuel Worobel and Francois Caralp hold full-time management positions within the Societe Generale group.

Name: François Caralp

Address: 17, cours Valmy, 92897 Paris la Défense 7, France

Function within SG Issuer: Director

Activities performed outside SG Issuer: Head of complex wrapper structuring team

Name: Thierry Bodson

Address: 11, avenue Emile Reuter, L-2420 Luxembourg

Function within SG Issuer: Director

Activities performed outside SG Issuer: Corporate Engineer within Societe Generale Luxembourg S.A.

Name: Julien Bouchat

Address: 11, avenue Emile Reuter, L-2420 Luxembourg

Function within SG Issuer: Directors

Activities performed outside SG Issuer: Financial Engineer within Societe Generale Luxembourg S.A.

Name: Yves Cacclin

Address: 11, avenue Emile Reuter, L-2420 Luxembourg

Function within SG Issuer: Chairman of the Board of Directors

Activities performed outside SG Issuer: Head of Corporate and Investment banking in Societe Generale Luxembourg S.A.

Name: ~~Youenn Le Bris~~ [Olivier Pelsser](#)

Address: 11, avenue Emile Reuter, L-2420 Luxembourg

Function within SG Issuer: Director

Activities performed outside SG Issuer: ~~Head of Banking Operations within Societe Generale Luxembourg S.A.~~ [Deputy Head of Corporate and Institutional Banking Luxembourg](#)

Name: Samuel Worobel

Address: 17, cours Valmy, 92897 Paris la Défense 7, France

Function within SG Issuer: Director

Activities performed outside SG Issuer: Deputy Head of Market activities within Societe Generale

Name: Laurent Simonet

Address: 17, cours Valmy, 92897 Paris la Défense 7, France

Function within SG Issuer: Director

Activities performed outside SG Issuer: Global Head Technology & Operations for Collateral Management

The members of the supervisory board are Peggy Veniant Cottin, Laurent Weil, Emanuele Maiocchi, Faouzi Borgi and Gregory Claudy (the "**Supervisory Board**").

Emanuele Maiocchi, Peggy Veniant Cottin, Faouzi Borgi and Laurent Weil currently hold full-time management positions within the Societe Generale group.

Name: Faouzi Borgi

Address: 17, cours Valmy, 92897 Paris la Défense 7, France

Function within SG Issuer: Member of the Supervisory Board

Activities performed outside SG Issuer: Head of Corporate Center and Long Term Treasury of the group within Societe Generale

Name: Peggy Veniant Cottin

Address: 11, avenue Emile Reuter, L-2420 Luxembourg

Function within SG Issuer: Member of the Supervisory Board

Activities performed outside SG Issuer: Chief Operating Officer within Societe Generale Luxembourg S.A.

Name: Emanuele Maiocchi

Address: 11, avenue Emile Reuter, L-2420 Luxembourg

Function within SG Issuer: Member of the Supervisory Board

Activities performed outside SG Issuer: Head of Structured Solutions and Leasing Luxembourg

Name: Gregory Claudy

Address: 225a, rue du Burgknapp, B-6717 Heinstert

Function within SG Issuer: Member of the Supervisory Board

Activities performed outside SG Issuer: Non-Executive Director of Internaxx Bank S.A., Executive Director of Alitèr Sentio s.à.r.l., Executive Director of R Lease S.A.

Name: Laurent Weil

Address: 17, cours Valmy, 92897 Paris la Défense 7, France

Function within SG Issuer: Chairman of the Supervisory Board

Activities performed outside SG Issuer: Deputy Head of Cross Asset Structuring for Europe – within the Global Market Activities of Societe Generale Investment Bank.”

XV. SECTION “SUBSCRIPTION, SALE AND TRANSFER RESTRICTIONS”

The Sub-section 2.17 « Thailand » on page 700 is amended as follows:

~~“This Base Prospectus has not been approved by or filed or registered with the Securities and Exchange Commission or any other regulatory authority of the Kingdom of Thailand. Accordingly, the Notes may not be offered or sold, or this Base Prospectus distributed, in Thailand nor may be made the subject of an invitation for subscription or purchase in Thailand, whether directly or indirectly, to any person in Thailand except under circumstances which will result in compliance with all applicable laws, regulations and guidelines promulgated by the Thai government and regulatory authorities in effect at the relevant time.”~~

This Base Prospectus has not been, and will not be, registered as a prospectus with the Office of the Securities and Exchange Commission of Thailand. Accordingly, this document and any other documents and materials, in connection with the offer or sale, or invitation for subscription or purchase of this product, may not be circulated or distributed, nor may this product be offered or sold, or be made the subject of an invitation for subscription or purchase, whether directly or indirectly, to the public or any members of the public in Thailand, unless to the extent permitted under applicable laws and regulations. The Issuer does not have any intention to solicit you for any investment or subscription in this product.

Neither the Issuer, any representatives, directors, employees of the Issuer nor any other entities involved with the Issuer make any representations or warranties, expressed or implied, with respect to the

completeness or accuracy of any of the information contained in this document or any other information (whether communicated in written or oral form) transferred or made available to you. Investments in this product involves risks and investors should exercise due care and discretion in considering investment risk. Investors should carefully study the investment risk and ensure that they have a good understanding of such risk.”

XVI. SECTION “GENERAL INFORMATION”

- *The Sub-section 4 « Notification » on page 706 is amended as follows:*

“Each Issuer has requested the CSSF to provide the competent authority of Austria, Belgium, Bulgaria, Croatia, Czech Republic, Denmark, [Estonia](#), Finland, France, Greece, Hungary, Ireland, Italy, [Latvia](#), [Lithuania](#), Norway, Poland, Portugal, Romania, Slovak Republic, Slovenia, Spain, Sweden and The Netherlands with a certificate of approval attesting that this Base Prospectus has been drawn up in accordance with the Prospectus Regulation. The CSSF may also be requested to provide the competent authority of any other EEA State with a similar certificate of approval.”

- *The Sub-Section 5 “Availability of Documents” on pages 706 and 707 is amended as follows:*

“Copies of the following documents will, when published, be available for inspection during normal business hours from the head office of each of Societe Generale and SG Issuer and from the specified office of each of the Paying Agents for the time being in Luxembourg, New York, Paris and Zurich, in each case at the address given at the end of this Base Prospectus:

(a) The bylaws of SG Issuer are available on the website:

https://www.societegenerale.lu/fileadmin/user_upload/SGLUX/DOCUMENTS/SG_ISSUER/20220114_Statuts_Coordonnes_SGIS_FR.pdf and the bylaws of Societe Generale are available on the Societe Generale website:

http://www.societegenerale.com/sites/default/files/documents/Gouvernance/bylaws_en.pdf ;

(b) the 2024 Universal Registration Document, the 2025 Universal Registration Document and the First Amendment to the 2025 Universal Registration Document;

(c) the audited financial statements for the financial years ended 31 December 2023 and 31 December 2024 of SG Issuer, the related notes and the statutory auditor's report;

(d) the Programme Agreement, the Deed of Covenant, the Guarantee, the Agency Agreement (which includes, *inter alia*, the forms of the Global Notes (including Registered Global Notes), Receipts, Coupons and Talons in respect of Notes and Notes in definitive form, the Swiss Paying Agency Agreement, the French Law Agency Agreement (which includes the form of the *Lettre Comptable*, the Temporary Global Certificates, the Definitive Materialised Bearer Notes), the EUI Agency Agreement, the SEB Agency Agreement, the Collateral Agency Agreement, the Collateral Monitoring Agreement, the Collateral Custodian Agreement, the Framework Agreement, the Collateral Manager Service Module, the Collateral Custodian Service Module, the Tripartite Collateral Monitoring Agency Agreement, the Securities Valuation Agency Agreement, the Disposal Agency Agreement, the Substitute Paying Agency Agreement, the Security Agency Agreement and each Pledge Agreement and/or Security Trust Deed (save that each Pledge Agreement and/or Security Trust Deed will only be available for inspection by a holder of Notes relating thereto and such holder must produce evidence satisfactory to the Issuer or Paying Agent as to its holding of such Notes and identity);

(e) a copy of this Base Prospectus together with any Supplement to this Base Prospectus and any other documents incorporated herein or therein by reference;

(f) each Final Terms (save that Final Terms relating to (i) Exempt Offer or (ii) Exempted Swiss Public Offer Notes, will only be available for inspection by a holder of such Note and such holder must produce evidence satisfactory to the relevant Issuer or Principal Paying Agent as to its holding of such Notes and identity); and

(g) in the case of each issue of Notes admitted to trading on the Luxembourg Stock Exchange's regulated market subscribed pursuant to a syndication agreement, the syndication agreement (or equivalent document).

In addition, this Base Prospectus, documents that contain the information incorporated by reference herein and any Final Terms relating to Notes admitted to trading on the Luxembourg Stock Exchange's main market as aforementioned will be published on the relevant Issuer's website(s) and on the internet site of the Luxembourg Stock Exchange at www.luxse.com and will be available at least 10 years after their publication on these websites.

In respect of ~~Positive Impact~~Sustainable Notes, (i) sustainable ~~and positive impact bond~~ financing framework, as amended and supplemented from time to time (the **Framework**) ~~is available on the website of Societe Generale~~ (~~http://www.societegenerale.com/sites/default/files/documents/2021-11/20211104_Societe-Generale-Sustainable-and-Positive-Impact-Bond-Framework.pdf~~) and (ii) second party opinions ~~are~~ is available on the website of Societe Generale (~~https://www.societegenerale.com/sites/default/files/documents/2021-11/20211104_Societe-Generale-SPO-update-ISS.pdf~~<https://investors.societegenerale.com/en/financial-and-non-financial-information/debt-investors>).

DOCUMENTS AVAILABLE

Copies of this Supplement can be obtained, without charge, from the head office of each Issuer and the specified office of each of the Paying Agents, in each case, at the address given at the end of the Base Prospectus.

This Supplement will be published on the website of:

- the Luxembourg Stock Exchange (www.luxse.com); and
- the Issuers (<http://prospectus.socgen.com>).

RESPONSIBILITY

Each of the Issuers and the Guarantor accept responsibility for the information contained in this Supplement. To the best of the knowledge of each of the Issuers and the Guarantor (each having taken all reasonable care to ensure that such is the case) the information contained in this Supplement is in accordance with the facts and does not omit anything likely to affect the import of such information.